

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – AUGUST 25, 2025 AT 7:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

**HOW TO JOIN**

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

Please click this URL to join. <https://us02web.zoom.us/j/86756393780>

Or join by phone:

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

Webinar ID: 867 5639 3780

**PAGE #**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the August 25, 2025 Regular Meeting of Council be accepted and passed.

**DISCLOSURE OF PECUNIARY INTEREST**

**O'CANADA**

**RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the August 25, 2025 Regular Meeting of Council at : p.m. for the purpose of holding meetings under the Planning Act.

**COMMITTEE OF ADJUSTMENT**

- A13/25 Marcia Anderson

**PUBLIC MEETING**

- ZBA 09/25 Wilson Developments

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the August 25, 2025 Regular Meeting of Council at : p.m.

**QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)**

**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- |  |     |
|--|-----|
| 1. Regular Meeting of Council, August 11, 2025         | 001 |
| 2. Development Charges Public Meeting, August 11, 2025 | 006 |

Recommendation:  
THAT the minutes of the Regular Meeting of Council and the Development Charges Public Meeting held on August 11, 2025 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**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 August 11, 2025 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**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Mount Forest Business Improvement Area, Association Meeting, August 12, 2025 009

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 August 12, 2025.

2. PLANNING

- a. Report DEV 2025-013, Site Plan Agreement – James Martin (Sentry Door), 9442 Highway 6 012

Recommendation:  
THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-013 regarding the final approval of the James Martin Site Plan Control Agreement for the new Sentry Door location.

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Report C&ED 2025-030, Sale of land adjacent to 444 Newfoundland Street, Mount Forest 025

Recommendation:  
THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED2025-030 being a report on the sale of land on Newfoundland Street known as Lane Survey Hart's Mount Forest E of Newfoundland St except as in DN10880 now the Township of Wellington North,

AND THAT Council declares the land to be surplus to their needs;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into the Agreement of Purchase and Sale for the property;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to permanently close the road/lane;

#### 4. FINANCE

- a. Vendor Cheque Register Report, August 19, 2025 028

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated August 19, 2025.

#### 5. INFRASTRUCTURE

- a. Report INF 2025-015, Traffic Calming Pilot Program 033

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-015 being a report on Traffic Calming Pilot Program;

AND FURTHER THAT Council direct staff to undertake a traffic calming pilot program to implement and report back to Council with findings and recommendations on the below traffic calming devices:

- Installation of radar speed signs on Concession Road 11, at north and south limits at or near the existing 60 km/hr sign in Farwell.
- Installation of a radar speed sign on Sideroad 3W, east of Wellington Road 6 and west of Sally Street at or near the existing 60 km/hr sign.
- Installation of centre line flexible traffic calming delineators on Domville Street (Arthur) between Eliza Street and Conestoga Street.
- Installation of centre line flexible traffic calming delineators on Church Street North (Mount Forest) between Sligo Road and Wellington Street East.

#### 6. ADMINISTRATION

- a. Report CLK 2025-011, Abandon WL Drain 5 & 8 Branch F 040

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-011 being a report to abandon WL Drain 5 & 8 Branch F under Section 84 of the Drainage Act;

AND THAT Council approve the abandonment part of the WL Drain 5 & 8 Branch F, under Section 84 of the Drainage Act;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to abandon part of the Drain, specifically Station F0+00 to F 15+20.

## 7. COUNCIL

- a. County of Wellington Planning and Land Division Committee, Notice of an Application or Consent, dated August 8, 2025, regarding Town of Minto Part, Lots 2 & 3, Concession A, Roy Noone 045

## Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Notice of an Application or Consent from the County of Wellington Planning and Land Division Committee, dated August 8, 2025, regarding Town of Minto Part, Lots 2 & 3, Concession A, Roy Noone.

- b. County of Grey, Planning Department, notice dated July 30, 2025, regarding Advanced Circulation of Proposed OPA-28 H. Bye Construction 047

## Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the notice from the County of Grey, Planning Department, dated July 30, 2025, regarding Advanced Circulation of Proposed OPA-28 H. Bye Construction

**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 052-2025 being a by-law to abandon a portion of the West Luther Drain 5 & 8 Branch F in the Township of West Luther, now the Township of Wellington North  | 052 |
| b. By-law Number 053-2025 being a by-law to authorize the sale of real property know as Lane Survey Hart's (Mount Forest) East of Newfoundland Street except DN10880 Mount Forest now Wellington North              | 054 |
| c. By-law Number 054-2025 being a by-law to permanently close a portion of a road allowance known as Lane Survey Hart's (Mount Forest) east of Newfoundland Street except DN10880 Mount Forest now Wellington North | 068 |

Recommendation:

THAT By-law Number 052-2025, 053-2025, and 054-2025 be read and passed.

**CULTURAL MOMENT**

- |                            |     |
|----------------------------|-----|
| • Celebrating Rixon Rafter | 069 |
|----------------------------|-----|

**CONFIRMING BY-LAW**

071

Recommendation:

THAT By-law Number 055-2025 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 August 25, 2025 be read and passed.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of August 25, 2025 be adjourned at \_\_: p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Wellington North Farmers' Market, 393 Parkside Drive, Mount Forest	Every Saturday until September 27 <sup>th</sup>	8:30 a.m. to 12:00 p.m.
Regular Council Meeting	Monday, September 8, 2025	2:00 p.m.
Mount Forest Business Improvement Area, Mount Forest & District Sports Complex, Meeting Room	Tuesday, September 9, 2025	8:00 a.m. to 9:00 a.m.
Arthur Chamber of Commerce Meeting, Arthur Arena, Upper Hall	Wednesday, September 10, 2025	5:30 p.m. to 6:30 p.m.
Mount Forest Chamber of Commerce Meeting, Mount Forest Chamber Office	Tuesday, September 16, 2025	5:00 p.m. to 6:00 p.m.
Safe Communities Wellington County, Wellington County Museum and Archives	Wednesday, September 17, 2025	9:30 a.m. to 11:30 a.m.
Arthur Business Improvement Area, virtual	Wednesday, September 17, 2025	7:30 p.m. to 8:30 p.m.
Regular Council Meeting	Monday, September 22, 2025	7:00 p.m.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – AUGUST 11, 2025 AT 2:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING  
[August 11, 2025 Township of Wellington North Council Meeting \(youtube\)](#)**

**Members Present:** Mayor: Andrew Lennox  
Councillors: Steve McCabe  
Penny Renken

**Members Absent:** Councillors: Sherry Burke  
Lisa Hern

**Staff Present:**

Chief Administrative Officer: Brooke Lambert  
Director of Legislative Services/Clerk: Karren Wallace  
Deputy Clerk: Catherine Conrad  
Executive Assistant to the CAO: Tasha Grafos  
Director of Finance: Jeremiah Idialu  
Human Resources Manager: Amy Tollefson  
Deputy Chief Building Official: Brian Corley  
Manager of Infrastructure and Engineering: Tammy Stevenson  
Manager Environment and Development Services: Corey Schmidt  
Community Development Coordinator: Mike Wilson  
Development Clerk: Tammy Pringle  
Planner: Zach Prince  
Planner: Jaime Barnes

### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

### **ADOPTION OF THE AGENDA**

RESOLUTION: 2025-211

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Agenda for the August 11, 2025 Regular Meeting of Council be accepted and passed.

CARRIED

### **DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

### **O'CANADA**

### **RECESS TO MOVE INTO MEETINGS UNDER THE DEVELOPMENT CHARGES ACT**

RESOLUTION: 2025-212

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North recess the August 11, 2025 Regular Meeting of Council at 2:05 p.m. for the purpose of holding meeting under the Development Charges Act.

CARRIED

#### **PUBLIC MEETING**

- Development Charges By-law

#### **RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2025-213

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the August 11, 2025 Regular Meeting of Council at 2:24 p.m.

CARRIED

#### **QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)**

No questions on agenda items registered.

#### **ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

1. Regular Meeting of Council, July 28, 2025

2. Public Meeting, July 28, 2025

RESOLUTION: 2025-214

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on July 28, 2025 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**

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#### **ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**

RESOLUTION: 2025-215

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT all items listed under Items For Consideration on the August 11, 2025 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 Report CLK 2025-010 being a report to consider a petition for drainage works under

the Drainage Act Part of Lot 33, Concession 1 Garafraxa , 7494 First Line, Township of Wellington North Roll number 23-49-000-018-02650

AND THAT Council approves the request for a municipal drain;

AND FURTHER THAT Council appoints K. Smart & Associates Limited as the engineer and directs them to prepare report pursuant to the Drainage Act.

CARRIED

#### **CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION**

RESOLUTION: 2025-216

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-012 Consent Application B26-25 Robert & Louise Horst (Lot Line Adjustment).

AND THAT Council support consent application B26-25 as presented 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 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; and
- THAT driveway access for both the severed and retained lands is to the satisfaction of the Township of Wellington North and prior to constructing a new entrance or modifying an existing entrance, the Owner must obtain an Entrance Permit;

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.

CARRIED

Council directed staff to include comments regarding Council's concern with the size of the lot and requested a reduction in order to minimize the loss of prime agricultural land.

RESOLUTION: 2025-217

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2025-009 Strategic Plan Update (Mid-year Review);

AND THAT the Council of the Corporation of the Township of Wellington North approve the draft Township Banner Design and develop an implementation plan to display banners highlighting the primary goal of strategic plan in the communities of Arthur, Mount Forest and Kenilworth in 2026.

CARRIED

### **NOTICE OF MOTION**

No notice of motion tabled.

### **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Renken (Ward 1):

- Farmer's Market is still growing with new vendors
- Artisan Showcase is the last Saturday in September
- Drug poisoning awareness session taking place at the corner of King Street and Main Street on Thursday. August 21st at noon

Councillor McCabe (Ward 4):

- Taste of the Garden event at Mount Forest Community Garden behind Victoria Cross Public School on August 19th from 6:30 p.m. to 8:00 p.m.

Mayor Lennox:

- Will be attending the AMO Conference on August 17th to 20th. We have delegations with the Minister of Sport to discuss potential funding opportunities for the new Mount Forest pool; with the Minister of infrastructure to discuss the Arthur Waste Water Treatment Plant; and with the Minister of Municipal Affairs to discuss growth related issues.

### **BY-LAWS**

- a. By-law Number 050-2025 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name of "Owen Sound Highway Maintenance Limited" (IMOS) and The Corporation of the Township of Wellington North

RESOLUTION: 2025-218

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT By-law Number 050-2025 be read and passed.

CARRIED

### **CULTURAL MOMENT**

- Celebrating Wentworth G. Marshall

**CONFIRMING BY-LAW**

RESOLUTION: 2025-219

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 051-2025 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 August 11, 2025 be read and passed.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2025-220

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Regular Council meeting of August 11, 2025 be adjourned at 3:04 p.m.

CARRIED

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**MAYOR**

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**CLERK**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF DEVELOPMENT CHARGES PUBLIC MEETING  
AUGUST 11, 2025, AT 2:00 P.M.  
VIA WEB CONFERENCING**

**Members Present:** Mayor: Andrew Lennox  
Councillors: Steve McCabe  
Penny Renken

**Members Absent:** Councillors: Sherry Burke  
Lisa Hern

**Staff Present:**

Chief Administrative Officer: Brooke Lambert  
Director of Legislative Services/Clerk: Karren Wallace  
Deputy Clerk: Catherine Conrad  
Executive Assistant to the CAO: Tasha Grafos  
Director of Finance: Jeremiah Idialu  
Human Resources Manager: Amy Tollefson  
Deputy Chief Building Official: Brian Corley  
Manager of Infrastructure and Engineering: Tammy Stevenson  
Manager Environment and Development Services: Corey Schmidt  
Community Development Coordinator: Mike Wilson  
Development Clerk: Tammy Pringle  
Planner: Zach Prince  
Planner: Jaime Barnes

### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

### **ADOPTION OF THE AGENDA**

RESOLUTION: DC2025-001

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Agenda for the August 11, 2025, Development Charges public meeting be accepted and passed.

CARRIED

### **DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest was disclosed.

### **PRESENTATIONS**

John Murphy, Municipal Finance Specialist, DFA Infrastructure International Inc.

Derek Ali, President, DFA Infrastructure International Inc.

- 2025 Development Charges Background Study & By-law Review

Mr. Murphy presented the Development Charges By-law Review and Update.

- What Development Charges are, the principle behind them and what they do not pay for.
- Authority for imposing Development Charges



- Recent Amendments to the Development Charges Act
  - Bill 23 More Homes Built Faster Act
  - Bill 134 Affordable Homes and Good Jobs Act
  - Bill 185 The Cutting Red Tape to Build More Homes Act
  - Bill 17 Protect Ontario by Building Faster and Smarter
- Changes to Development Charges By-law 027-2022
  - Housekeeping in nature with no rate changes
  - Definitions amended/added
  - Exemptions for non-profit housing, inclusionary zoning units, affordable units, and attainable units
  - Discounts on rental housing developments based on the number of bedrooms in each unit
  - Changes to timing of payment of residential development charges
  - Reduction to time period for the determination of a development charge applicable to site plan and zoning by-law amendment applications
- Next steps
  - Approval of Development Charges By-law September 22, 2025
  - By-law comes into force November 1, 2025
  - Appeal period ends November 1, 2025

Council requested clarification on the following:

- Determination of affordable housing. Every municipality is provided with a list of what is affordable. It is considered to be 70% of the average market value. It is challenging for a developer to offer a home at that price just to benefit from the exemption of development charges. The intention is there but it is unlikely to happen. The province published numbers relative to our community on what the threshold is as a dollar amount. If it is below that amount it qualifies, if it is above, it doesn't.
- Timing of payment of development charges. The legislation states that it is due at the time of occupancy, not the issuing of the building permit. Unless it's for larger projects we are unlikely to see that.
- Type of modifications to the by-law not requiring a background study. They were dealing with minor changes to the by-law that would result from trying to comply with the amending legislation. There were so many changes as a result of the legislation that we are catching up. It was decided to follow the process.

RESOLUTION: DC2025-002

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information the 2025 Development Charges Background Study & By-law Review presented by DFA Infrastructure International Inc.

AND FURTHER THAT staff be directed to bring the development charges by-law to the September 22, 2025 meeting of Council.

CARRIED

**ADJOURNMENT**

RESOLUTION: DC2025-003

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Development Charges public meeting of August 11, 2025, be adjourned at 2:23 p.m.

CARRIED

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**MAYOR**

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**CLERK**



## **MOUNT FOREST BUSINESS IMPROVEMENT**

### **ASSOCIATION MEETING MINUTES August 12<sup>th</sup> , 2025 @ 8:00 AM**

#### **Meeting Room Mount Forest Arena**

**CALLING TO ORDER** – Andrew Coburn; Chair Mount Forest BIA

#### **PRESENT ATTENDEES**

Members: Andrew Coburn, Kyle Dallaire, Jessica McFarlane, Rachel Whetham, Erin Kiers

Staff: Robyn Mulder, Tanya Matthews

Community Members: Penny Renken

#### **ABSENT ATTENDEES**

Sherry Burke, Dwight Benson, Bill Nelson, Amanda Boylan

#### **WELCOME AND INTRODUCTIONS**

**Andrew**

#### **REVIEW AND ADOPTION OF THE AGENDA**

**Andrew**

- Accepted by Jessica, seconded by Kyle, all in favour, carried.

#### **ITEMS FOR DISCUSSION**

##### **1. Light Posts**

**Dwight**

- Andrew provides an update in Dwight's absence. Dwight is making some progress - there will be two up, two down, just waiting on some last-minute items. Will be revisited in the September meeting, before test trials are complete.

## **2. Reimagined Laneway**

**Jessica**

- Jessica has been working with Robertson's Landscaping. At this point the last hiccup is regarding the maintenance of the laneway itself. Jess had discussed this with Councillor Burke, and Councillor Burke had thought this might be an issue for the township to assist. Brooke Lanburt had called Andrew, and had a conversation. There were concerns regarding the insurance aspect, but Andrew had assured that there would be minimal impact for the township's exposure. Snow removal from a liability standpoint is not a big exposure, but what is, is the actual snow removal from someone else's property, and it sets a precedent for other landlords, which is Brooke's concern. Brooke has declined in the short term.
- Discussion followed surrounding accessibility, adjacent parking, snow removal, cost, safety, onus, landlord cooperation and the challenges going forward with the delicateness of this project.
- Going forward - it was agreed upon to obtain quotes for snow removal and follow up with Brooke regarding what was discussed today

## **3. Mural**

**Erin**

- Erin confirms the mural is complete and congratulations and thanks were voiced by fellow meeting attendees. Erin has accepted the cost of this project and any maintenance/touchup of the mural.
- Erin announces she would be moving her business away from the downtown core, however has expressed her desire to continue to participate in the BIA

## **4. Marketing Initiatives**

**Tanya**

- Tanya presented an idea to help organize and simplify the 'Find a Business' portion of the BIA website - create a category system with section titles ie, Real Estate, Restaurants, Body & Mind, etc, Andrew has approved.
- Tanya also requested content for the next newsletter - suggestions include: updates on flowers paid for BIA and the installed mural, parking signs at TD, new information boards, announcing Hallowe'en Haunt, and garbage collection
- Robyn discussed the new information boards in the parkette and how to share information on the boards and that she'll have a key
- Andrew has requested social media posts on the flowers and garbage: being considerate with littering and disposal
- Discussion about the increase in website traffic and backlinking the website to the newsletter.

## **5. Admin Passwords**

**Andrew**

- Andrew lets everyone know that passwords for the emails and social media accounts have been changed. Andrew will send the new passwords to two backup persons. Tanya notes that there's some difficulty with changing the Instagram account since it's calling for the involvement of the original account owner. Tanya will forward the name, and this will be revisited in September

## **6. Hallowe'en Haunt**

**Andrew**

- Rachel provides some feedback regarding last year's Hallowe'en Haunt success. She had expressed she would need help with dropping off flyers to businesses

- Date tentatively set for Saturday, the 25th in the afternoon(1-3pm) Kaylin sent an email to all businesses letting them know of Halloween haunt in previous years, businesses confirm participation, got a flyer to advertise
- Email can be done again this year, create a poster/flyer, social media blast
- BIA can have a tent/table, candy, signs and information for our participation
- The onus is on business owners to supply their own candy
- Mention in the upcoming 'what's coming' newsletter, perhaps a signup
- carry Halloween haunt to next agenda

## **7. Garbage Pick Up**

**Andrew**

- Andrew received an invoice in early July for an extra garbage pickup for the downtown core. Andrew did some research into the history of this charge. Andrew placed the continuance of this initiative for discussion. It was agreed that it's an expensive endeavour at \$8000, and it should be discontinued.
- A note will be included in the upcoming newsletter that 'this pilot' is ending and businesses are responsible for their garbage.

## **NEW BUSINESS**

### **1. NEXT MEETING**

8am in the Lower Leisure Room @ Mount Forest Arena, September 9th, 2025

### **ADJOURNMENT**



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council  
DATE: 2025-08-25  
MEETING TYPE: Open  
SUBMITTED BY: Tammy Pringle, Development Clerk  
REPORT #: DEV 2025-013  
REPORT TITLE: Site Plan Agreement – James Martin (Sentry Door), 9442 Highway 6

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-013 regarding the final approval of the James Martin Site Plan Control Agreement for the new Sentry Door location.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- Zoning By-law Amendment 026-2025 dated April 22, 2025 (Remove Holding Provision)
- Authorize the Sale of Real Property By-law 105-2024 dated December 2, 2024
- Zoning By-law Amendment 010-2023 dated February 6, 2023

### BACKGROUND

#### **Subject Lands**

The property is at the northwest quadrant of the Township at 9442 Highway 6, north of Sideroad 5 W. The Township of Wellington North sold the property to James Martin in December of 2024.

#### **The Proposal**

The Owner has applied for Site Plan Approval from the Township to construct a new 16,135 sq ft (1,499 sq m) building for a garage door business that will include a workshop, warehouse, office and showroom. This project will include site design, grading, servicing and stormwater management.

#### **Existing Policy Framework**

The subject lands are designated A-144 Agricultural Site Specific, in the Township of Wellington North Zoning By-Law 66-01 with Prime Agricultural 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 project will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached.

The executed site plan agreement has been registered.

## CONSULTATION

Staff have consulted with the Building, Planning & Development, Infrastructure Services and Fire Services Departments in the Township as well as 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 2025-013 **APPENDIX A** – Location Map

DEV 2025-013 **APPENDIX B** – Site Plan Showing Location of Building

DEV 2025-013 **APPENDIX C** – Executed Site Plan Control Agreement

## STRATEGIC PLAN 2024

☒ Shape and support sustainable growth

How: Supporting growth and increased services for local communities.

Approved by: Brooke Lambert, Chief Administrative Officer ☒

## APPENDIX A – Location Map







## APPENDIX B – Site Plan Control Agreement

016

LRO # 61 Notice

The applicant(s) hereby applies to the Land Registrar.

Received as WC765822 on 2025 08 11 at 09:35  
yyyy mm dd Page 1 of 9**Properties**

PIN 71077 - 0265 LT

Description PT LT 13 CON WOSR DIVISION 1 &amp; 2 ARTHUR TWP, PT 12, 61R8621 ; WELLINGTON NORTH ; T/W DN22899, RO666049, RO723376, RO724277

Address 9442 HIGHWAY 6  
MOUNT FOREST**Consideration**

Consideration \$0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
Address for Service 7490 Sideroad 7 West, P.O. Box 125  
Kenilworth, ON N0G 2E0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Karren Wallace (Clerk).

**Party To(s)**

Capacity

Share

Name MARTIN, JAMES  
Address for Service 582335 County Rd 17  
Melancthon, ON L9V 2L6

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**Adrian Lucian Rosu 45 Erb Street East acting for Signed 2025 08 11  
Waterloo Applicant(s)  
N2J 1L7

Tel 519-886-3340

Email [adrian@kwlaw.net](mailto:adrian@kwlaw.net)

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**DUNCAN, LINTON LLP 45 Erb Street East 2025 08 11  
Waterloo  
N2J 1L7

Tel 519-886-3340

Email [adrian@kwlaw.net](mailto:adrian@kwlaw.net)**Fees/Taxes/Payment**

Statutory Registration Fee \$70.90

Total Paid \$70.90

**File Number**

Applicant Client File Number : 0047152

# SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 8 day of August, 2025.

BETWEEN:

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

(the "Township")  
OF THE FIRST PART

-and-

**JAMES MARTIN**

(hereinafter collectively called the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described as

PT LT 13 CON WOSR DIVISION 1 & 2 ARTHUR TWP, PT 12, 61R8621 ;  
WELLINGTON NORTH ; T/W DN22899, RO666049, RO723376, RO724277

PIN: 71077-0265

LRO #61

(hereinafter called the "Lands")

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the Lands described in Schedule "A" attached hereto;

AND WHEREAS the Township approved the plans and drawings submitted by the Owner subject to certain conditions;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the mutual covenants hereinafter expressed, the Township's approval of the plans and drawings described herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind

any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph Section 3 of this Agreement.
5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an adequate outlet, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "County").
6. The Owner agrees and acknowledges that they are responsible for snow removal from the parking lot area of the Lands. During completion of the Works, snow will be removed in a manner consistent with current practices on the Lands. Surplus snow outside of the snow storage areas that are shown on the approved Plans shall be removed off-site to a location that has been arranged by the Owner and at the sole expense of the Owner.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, the Township's consulting engineer, and, where applicable, the County, its servants, consultants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township (the "Offsite Works"), the Owner shall:
  - a) 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 insured, 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.

- b) Prior to the commencement of the Offsite Works within the Township's Right-of-Way the following items are required as set out in the Township's Service Connection Policy:
  - i. The Owner is responsible to hire a contractor from the Township's Approved Contractor List to construct the works within the municipal right-of-way;
  - ii. The Owner's contractor shall forward a Certificate of Insurance meeting the same requirements as outlined in section 11a of this agreement, WSIB Certification, Ministry of Labour Notice of Project and Traffic Control Plan as per MTO Book 7 requirements.
  - iii. A Pre-Construction meeting has been held between the Township, Owner and Owner's Contractor.
- c) 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.
- d) 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.
- e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Offsite Works Security Deposit") in form satisfactory to the Chief Building Official ("CBO") and in an amount satisfactory to the Chief Building Official ("CBO") as found in Schedule C, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a minimum period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer 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 for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said minimum two (2) years period. 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.
- f) 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 Engineer.
- g) 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 letter of credit, 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 letter of credit and complete all

- outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- h) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit 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 subsection 11(e) to this Agreement, in the event that the Township 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 Township will not be obligated to reduce the letter of credit 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.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township (the "Onsite Works") the Owner shall:
- a) Provide the Township with, upon the earlier of (a) commencing any Onsite Works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works (the "Onsite Works Security Deposit"). No interest shall be payable on any such security deposit.
- b) Complete the said works and facilities within a period of two (2) years from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
- c) Upon failure of the Owner to complete the said works and facilities within the said two (2) years period, the Owner acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit 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 subsection 12(a) to this Agreement, in the event that the Township 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 Township will not be obligated to reduce the letter of credit 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.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this

development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.

14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township and their Agents from any liability for excess run-off as a result of construction or development on the Lands.
15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township.
16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
  - a) that the Owner will not apply for, nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
  - d) that the provisions of this Agreement shall apply to all such phases.
18. 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 Offsite Works to the Township for review in electronic files (PDF) format. Once approved by Township, 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.
19. 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 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.
20. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the

construction, installation or provision of the works, services and facilities under this Agreement.

21. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
22. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
23. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
24. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
25. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this 8 day of August, 2025.

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

Per:



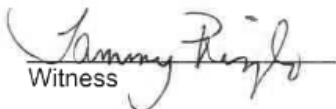
DARREN JONES - CHIEF BUILDING OFFICIAL

I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this 8 day of August, 2025.

**OWNER**

Per:

  
Witness  
JAMES MARTIN

DEVELOPER'S MAILING ADDRESS: 582335 County Rd 17, Melancthon, ON, L9V 2L6

DEVELOPER'S PHONE NUMBER: 519-502-2743

DEVELOPER'S EMAIL ADDRESS: james@sentrydoor.ca



## SCHEDULE "A"

### Approved Plan and Drawings

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	PREPARED BY
<b>Civil Drawings</b>				
	Cover Page		August 6, 2025	B.M. Ross and Associates
Number 1	Existing Conditions, Removals and ESC Plan	3	August 6, 2025	B.M. Ross and Associates
Number 2	Site Plan	3	August 6, 2025	B.M. Ross and Associates
Number 3	Site Grading, Drainage and Servicing Plan	6	August 6, 2025	B.M. Ross and Associates
Number 4	Sections and Details 1	3	August 6, 2025	B.M. Ross and Associates
Number 5	Sections and Details 2	3	August 6, 2025	B.M. Ross and Associates
Number 6	Details 1	3	August 6, 2025	B.M. Ross and Associates
Number 7	Details 2	3	August 6, 2025	B.M. Ross and Associates
Number 8	Standard Drawings	3	August 6, 2025	B.M. Ross and Associates
<b>Reports &amp; Studies</b>				
	Functional Servicing Report		July 29, 2025	B.M. Ross and Associates
	Guideline D-4 Study		September 20, 2024	R.J. Burnside
FC9/25	Clearing Permit Application		January 27, 2025	County of Wellington
	Stormwater Management Report		July 29, 2025	B.M. Ross and Associates
	Class IV Sewage Disposal System		July 24, 2025	CMT Engineering Inc.

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

1. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner's expense, including the SWM works, to ensure proper stormwater runoff quantity and quality control, including following the monitoring and cleaning recommendations of the buried stormwater management works, grass swales, private fire hydrant, perimeter board fence, retaining wall, surface treatment of parking areas, line painting markings, signage, and landscaping.
2. Prior to issuance of the Occupancy Permit the following is to be completed and to the satisfaction of the Township:
  - a) On-site works to have all testing requirements of sewers and certification letter from Developers Engineer have been submitted.
  - b) Submit necessary approvals obtained beyond those required by the Township (i.e. Stormwater ECA, Air/Noise ECA, PTTW and MTO if applicable). A copy of these permits once received are to be provided for the Township record as applicable.



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-08-25

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2025-030

REPORT TITLE: Sale of land adjacent to 444 Newfoundland Street, Mount Forest

### RECOMMENDED MOTION

THAT Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-030 being a report on the sale of land on Newfoundland Street known as Lane Survey Hart's Mount Forest E of Newfoundland St except as in DN10880 now the Township of Wellington North,

AND THAT Council declares the land to be surplus to their needs;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into the Agreement of Purchase and Sale for the property;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to permanently close the road/lane.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

C&ED 2025-021 Sale of land adjacent to 444 Newfoundland Street, Mount Forest (Closed)

### BACKGROUND

On May 14, 2025, Darryl Kuepfer, 444 Newfoundland St emailed the Clerk, expressing an interest in purchasing a strip of property adjoining 444 Newfoundland St., in Mount Forest. The expressed intent is to use this extra green space for the tenants of the 4 plex at 444 Newfoundland St.

The subject property is an irregularly shaped parcel of vacant land, which is located between two parcels of land on which residential improvements are located. The area of

026  
this parcel is approximately 0.044 acres, according to Geowarehouse records. It is level in nature. It has approximately 6.93 feet of frontage on Newfoundland Street. Newfoundland Street is a low traffic, asphalt covered roadway at this point. The property is currently zoned R2, Residential Zone.

## ANALYSIS

Section 2(1) of the Sale and Disposition of Land Policy 21.15, (the Policy) provides before selling any land or entering into a binding agreement to sell any land, Council shall declare the land to be surplus;

Section 9 of the Policy provides:

That unopened road allowances the municipality wishes to close and sell shall be offered to all adjacent landowners for purchase. The adjacent landowners shall have 30 days to respond to the offer. Should there be no mutual interest shown by adjacent landowners regarding the purchase of the land, any adjacent landowner of combination thereof may be given the opportunity to purchase the property. The entire tract of land must be conveyed and must merge with the adjoining property.

The municipality would be responsible for the preparation of the agreements of purchase and sale. The purchaser of the land would be responsible for all fees including town legal fees for the closing of the transaction.

## CONSULTATION

Staff have been in contact with the owners of the adjoining property at 434 Newfoundland Street and all owners are in agreement with this purchase and have stated that they have no interest in purchasing the strip of land adjoining their property.

Karren Wallace, Director of Legislative Services

Darren Jones, CBO

Robyn Mulder, Economic Development Officer, compiled report

## FINANCIAL CONSIDERATIONS

Financial gain of \$2,000 from the sale of this property. The purchaser will pay for all legal fees, appraisal and any other costs directly related to this transaction.

## ATTACHMENTS

Attachment A – Agreement of Purchase and Sale attached to a by-law in this agenda

- ☐ 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 ☒

2025-08-19

Township of Wellington North  
VENDOR CHEQUE REGISTER REPORT  
Payables Management

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
081854		2025-08-08	\$4,300.00
081855	Brenda's Embroidery	2025-08-08	\$162.01
081856	Broderick's Apparel For Men	2025-08-08	\$257.64
081857		2025-08-08	\$182.25
081858	Community Trust	2025-08-08	\$2,593.61
081859	Grand Valley Air Systems	2025-08-08	\$1,400.27
081860	Hydro One Networks Inc.	2025-08-08	\$5,913.67
081861		2025-08-08	\$265.20
081862	King's Carpentry	2025-08-08	\$1,243.00
081863	Kronos Canadian Systems Inc.	2025-08-08	\$2,403.67
081864	Leslie Motors Ltd.	2025-08-08	\$41,589.89
081865	Manulife Financial	2025-08-08	\$50,656.14
081866		2025-08-08	\$135.00
081867	MES Canada Inc	2025-08-08	\$3,373.05
081868	Metzger Electric Inc	2025-08-08	\$7,404.23
081869	Mount Forest Foodland	2025-08-08	\$243.88
081870	Mount Forest Greenhouses Ltd.	2025-08-08	\$386.15
081871		2025-08-08	\$152.55
081872	Panini and Pour	2025-08-08	\$5,000.00
081873	Peto MacCallum Ltd. Engineers	2025-08-08	\$9,435.50
081874		2025-08-08	\$162.00
081875		2025-08-08	\$1,186.50
081876	Shady Lawn Bakery	2025-08-08	\$175.00
081877	Staples Professional	2025-08-08	\$851.78
081878	TD Wealth	2025-08-08	\$917.36
081879	Teeswater Concrete Ltd	2025-08-08	\$1,384.25
081880	Twp of Wellington North	2025-08-08	\$630.54
081881	Enbridge Gas Inc.	2025-08-08	\$1,189.57
081882		2025-08-08	\$678.00
081883	Wightman Telecom Ltd.	2025-08-08	\$225.75
081884	Workplace Safety & Ins Board	2025-08-08	\$12,584.48
EFT0008693	Abell Pest Control Inc	2025-08-08	\$289.62
EFT0008694	Agrisan SC Pharma	2025-08-08	\$15,539.43
EFT0008695	ALS Canada Ltd.	2025-08-08	\$3,598.49
EFT0008696		2025-08-08	\$967.22
EFT0008697		2025-08-08	\$46.33
EFT0008698	Arthur Chrysler Dodge Jeep Lim	2025-08-08	\$50.85
EFT0008699	ARTHUR BIA	2025-08-08	\$962.50
EFT0008700	Arthur Area Curling Club	2025-08-08	\$565.00

<b><u>Cheque Number</u></b>	<b><u>Vendor Cheque Name</u></b>	<b><u>Cheque Date</u></b>	<b><u>Amount</u></b>
EFT0008701	Arthur Home Hardware Building	2025-08-08	\$520.16
EFT0008702	Atwork Office Interiors	2025-08-08	\$24,857.45
EFT0008703	Bluewater Fire & Security	2025-08-08	\$38.99
EFT0008704	B M Ross and Associates	2025-08-08	\$39,614.76
EFT0008705	Broadline Equipment Rental Ltd	2025-08-08	\$188.48
EFT0008706		2025-08-08	\$350.00
EFT0008707	Canada's Finest Coffee	2025-08-08	\$425.65
EFT0008708	CARQUEST Arthur Inc.	2025-08-08	\$222.38
EFT0008709	Carson Supply	2025-08-08	\$1,441.18
EFT0008710	Cedar Signs	2025-08-08	\$460.85
EFT0008711		2025-08-08	\$28.24
EFT0008712	Cook School Bus Lines Ltd	2025-08-08	\$250.28
EFT0008713	Cover-Ups Carpet & Flooring	2025-08-08	\$1,631.47
EFT0008714	County of Wellington	2025-08-08	\$2,680.00
EFT0008715	Canadian Union of Public Emplo	2025-08-08	\$2,314.20
EFT0008716	Decker's Tire Service	2025-08-08	\$418.10
EFT0008717		2025-08-08	\$86.52
EFT0008718		2025-08-08	\$69.26
EFT0008719	EC King Contracting	2025-08-08	\$12,715.48
EFT0008720	Eric Cox Sanitation LTD.	2025-08-08	\$1,612.30
EFT0008721	Eidt`s BMR Express Hardware	2025-08-08	\$957.09
EFT0008722	Englobe Corp	2025-08-08	\$9,081.55
EFT0008723	Eramosa Engineering Inc.	2025-08-08	\$2,337.80
EFT0008724	Excel Business Systems	2025-08-08	\$357.24
EFT0008725	FOSTER SERVICES/822498 ONT INC	2025-08-08	\$1,796.70
EFT0008726		2025-08-08	\$1,087.28
EFT0008727	Hort Manufacturing (1986) Ltd.	2025-08-08	\$637.05
EFT0008728	Ideal Supply Inc.	2025-08-08	\$738.70
EFT0008729	Industrial Alliance Insurance	2025-08-08	\$208.36
EFT0008730	Innovative Surface Solutions	2025-08-08	\$4,092.85
EFT0008731	International Trade Specialist	2025-08-08	\$715.20
EFT0008732	J J McLellan & Son	2025-08-08	\$5,531.34
EFT0008733	JOB-INC Electric	2025-08-08	\$6,655.70
EFT0008734		2025-08-08	\$271.19
EFT0008735	JPM Architecture Inc.	2025-08-08	\$150.72
EFT0008736	Marmo Waste Services	2025-08-08	\$441.55
EFT0008737		2025-08-08	\$353.69
EFT0008738		2025-08-08	\$300.00
EFT0008739	Mt Forest Business Improvement	2025-08-08	\$361.10
EFT0008740	Moorefield Excavating Limited	2025-08-08	\$355,044.56
EFT0008741	Midwest Co-operative Services	2025-08-08	\$2,993.12
EFT0008742	Officer's Auto Care Inc.	2025-08-08	\$1,289.30
EFT0008743	Ont Mun Employee Retirement	2025-08-08	\$68,646.62
EFT0008744	Ont Clean Water Agency	2025-08-08	\$25,867.95
EFT0008745		2025-08-08	\$168.18

<b><u>Cheque Number</u></b>	<b><u>Vendor Cheque Name</u></b>	<b><u>Cheque Date</u></b>	<b><u>Amount</u></b>
EFT0008746	Premier Equipment Ltd.	2025-08-08	\$339.36
EFT0008747	PSD Citywide Inc.	2025-08-08	\$2,415.38
EFT0008748	Purolator Inc.	2025-08-08	\$8.49
EFT0008749	R. J. Burnside & Assoc. Ltd.	2025-08-08	\$4,322.71
EFT0008750	ROBERTS FARM EQUIPMENT	2025-08-08	\$760.77
EFT0008751	Saugeen Community Radio Inc.	2025-08-08	\$1,383.12
EFT0008752	SGS Canada Inc.	2025-08-08	\$1,726.39
EFT0008753		2025-08-08	\$67.79
EFT0008754	Sterling Backcheck Canada Corp	2025-08-08	\$88.08
EFT0008755	Suncor Energy Inc.	2025-08-08	\$5,336.53
EFT0008756	Technical Standards & Safety A	2025-08-08	\$272.50
EFT0008757	Triton Engineering Services	2025-08-08	\$57,187.00
EFT0008758	Township of Centre Wellington	2025-08-08	\$3,152.23
EFT0008759	Upanup Studios Inc.	2025-08-08	\$1,966.20
EFT0008760	Wellington Advertiser	2025-08-08	\$848.59
EFT0008761	Wellington North Machine/10000	2025-08-08	\$163.85
EFT0008762		2025-08-08	\$350.00
EFT0008763	Young's Home Hardware Bldg Cen	2025-08-08	\$613.31
081885	1867409 Ontario Inc.	2025-08-18	\$610.20
081886	Arthur Foodland	2025-08-18	\$424.83
081887	B & L Farm Service Ltd.	2025-08-18	\$4,265.75
081888	Bell Canada	2025-08-18	\$51.28
081889	Bell Mobility	2025-08-18	\$106.51
081890	Chalmers Fuels Inc	2025-08-18	\$4,046.64
081891	COS Consulting Ltd.	2025-08-18	\$1,440.75
081892	Francotyp-Postalia Canada Inc.	2025-08-18	\$101.70
081893	Horrigan Overhead Doors 2019	2025-08-18	\$152.55
081894	Hydro One Networks Inc.	2025-08-18	\$927.96
081895	Intact Public Entities	2025-08-18	\$1,673.70
081896	JD Mobile Repair Service	2025-08-18	\$6,534.82
081897	Mount Forest Lions Club	2025-08-18	\$500.00
081898	Peto MacCallum Ltd. Engineers	2025-08-18	\$45,256.50
081899	Ramoth Life Centre of Mount Fo	2025-08-18	\$7,500.00
081900	Rogers	2025-08-18	\$476.24
081901	Royal Bank Visa	2025-08-18	\$7,172.13
081902	Shady Lawn Fabric	2025-08-18	\$695.00
081903	Staples Professional	2025-08-18	\$208.41
081904	Enbridge Gas Inc.	2025-08-18	\$456.27
081905	Waste Management	2025-08-18	\$1,542.03
081906	Wightman Telecom Ltd.	2025-08-18	\$767.76
EFT0008764	Acapulco Pools Limited	2025-08-18	\$593.25
EFT0008765	ALS Canada Ltd.	2025-08-18	\$3,363.45
EFT0008766	Arthur Agricultural Society	2025-08-18	\$40.00
EFT0008767	Armstrong Paving and Materials	2025-08-18	\$96,113.78
EFT0008768	Arthur Home Hardware Building	2025-08-18	\$512.48



<b><u>Cheque Number</u></b>	<b><u>Vendor Cheque Name</u></b>	<b><u>Cheque Date</u></b>	<b><u>Amount</u></b>
EFT0008769	Arthurs Fuel	2025-08-18	\$2,482.90
EFT0008770	Artic Clear 1993 Inc.	2025-08-18	\$129.00
EFT0008771	Belwood Electric	2025-08-18	\$1,259.72
EFT0008772	Bohnert Fire and Security Supp	2025-08-18	\$559.35
EFT0008773	Broadline Equipment Rental Ltd	2025-08-18	\$957.67
EFT0008774	CARQUEST Arthur Inc.	2025-08-18	\$37.86
EFT0008775	Cedar Creek Tools Ltd	2025-08-18	\$30.03
EFT0008776	Cox Construction Limited Guelp	2025-08-18	\$18,166.87
EFT0008777	County of Wellington	2025-08-18	\$7,690.00
EFT0008778		2025-08-18	\$185.28
EFT0008779	Eastlink	2025-08-18	\$536.75
EFT0008780	Eric Cox Sanitation LTD.	2025-08-18	\$96.05
EFT0008781	Eidt`s BMR Express Hardware	2025-08-18	\$980.84
EFT0008782	Eramosa Engineering Inc.	2025-08-18	\$2,230.01
EFT0008783	Evoqua Water Technologies	2025-08-18	\$1,330.40
EFT0008784	Excel Business Systems	2025-08-18	\$393.68
EFT0008785	FOSTER SERVICES/822498 ONT INC	2025-08-18	\$898.35
EFT0008786	FOXTON FUELS LIMITED	2025-08-18	\$191.20
EFT0008787	Ideal Supply Inc.	2025-08-18	\$69.70
EFT0008788	Lange Bros.(Tavistock) Ltd	2025-08-18	\$8,475.00
EFT0008789	Marcc Apparel Company	2025-08-18	\$169.50
EFT0008790	Mega Group Construction Ltd	2025-08-18	\$14,627.00
EFT0008791	Midwestern Line-Striping Inc.	2025-08-18	\$960.50
EFT0008792		2025-08-18	\$397.44
EFT0008793	Moorefield Excavating Limited	2025-08-18	\$357,613.70
EFT0008794		2025-08-18	\$401.65
EFT0008795	Midwest Co-operative Services	2025-08-18	\$34.55
EFT0008796	PACKET WORKS	2025-08-18	\$169.50
EFT0008797	PETRO-CANADA	2025-08-18	\$3,327.30
EFT0008798	Print One	2025-08-18	\$333.35
EFT0008799	PSD Citywide Inc.	2025-08-18	\$7,627.50
EFT0008800	R&R Pet Paradise	2025-08-18	\$1,898.40
EFT0008801	Risolv IT Solutions Ltd	2025-08-18	\$15,187.15
EFT0008802	ROBERTS FARM EQUIPMENT	2025-08-18	\$1,069.57
EFT0008803	Stephen Hale	2025-08-18	\$2,084.85
EFT0008804	Superior Tire Sales & Service	2025-08-18	\$247.95
EFT0008805	UnitedCloud Inc.	2025-08-18	\$596.45
EFT0008806	Viking Cives Ltd	2025-08-18	\$263,217.68
EFT0008807		2025-08-18	\$112.38
EFT0008808	Wellington Advertiser	2025-08-18	\$296.63
EFT0008809	Wellington North Power	2025-08-18	\$12,853.18
EFT0008810	Wilson-Ford Surveying & Engine	2025-08-18	\$8,362.00
EFT0008811	WJF Instrumentation (1990) Ltd	2025-08-18	\$3,659.30
EFT0008812	Young's Home Hardware Bldg Cen	2025-08-18	\$401.86

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
Total Amount of Cheques:			\$1,767,999.31



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-08-25

MEETING TYPE: Open

SUBMITTED BY: Tammy Stevenson, Manager of Infrastructure & Engineering

REPORT #: INF 2025-015

REPORT TITLE: Traffic Calming Pilot Program

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-015 being a report on Traffic Calming Pilot Program;

AND FURTHER THAT Council direct staff to undertake a traffic calming pilot program to implement and report back to Council with findings and recommendations on the below traffic calming devices:

- Installation of radar speed signs on Concession Road 11, at north and south limits at or near the existing 60 km/hr sign in Farwell.
- Installation of a radar speed signs on Sideroad 3W, east of Wellington Road 6 and west of Sally Street at or near the existing 60 km/hr sign.
- Installation of centre line flexible traffic calming delineators on Domville Street (Arthur) between Eliza Street and Conestoga Street.
- Installation of centre line flexible traffic calming delineators on Church Street North (Mount Forest) between Sligo Road and Wellington Street East.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

INF 2025-012 Spring Traffic Count

Traffic By-law 114-2023

INF 2024-025 Fall Traffic Count

INF 2024-010 Spring Traffic Count

Traffic/Pedestrian Control Measures Policy

The Township of Wellington North has a Traffic/Pedestrian Control Measures Policy where residents are able to submit a request form to the Township in order to investigate their traffic and pedestrian safety concern.

Traffic calming and pedestrian safety measures that are currently in place within the Township of Wellington North at the following locations:

- Mid-block curb bump out at George Street between Frederick Street and Charles Street (Arthur)
- Speed radar sign on Durham Street West east of Normanby Street for School Zone at Victoria Cross Public School (Mount Forest)
- Speed radar sign on Eliza Street south of Leonard Street at school zone for Arthur Christian School (Arthur)
- Speed hump on Eliza Street south of Round-a-bout (Arthur).
- School crossing guards at:
  - Smith Street at Conestoga Street (Arthur)
  - Eliza Street at Domville Street Roundabout (Arthur)
  - Main Street N at Durham Street (Mount Forest)
  - Durham Street E at Normanby Street (Mount Forest)
  - Queen Street E at Parkside Drive (Mount Forest)
  - Queen Street W at Normanby Street (Mount Forest)
- Pedestrian Crossover Level 2, Type B:
  - Smith Street at Conestoga Street (Arthur)
  - Main Street N at Durham Street (Mount Forest)
  - Main Street S at King Street (Mount Forest) (Installation in 2025)
  - Queen Street E at Parkside Drive (Mount Forest) (Installation in 2025)
- County of Wellington Pedestrian Crossover on Sligo Road at Church Street North
- Traffic lights with pedestrian controlled crossing:
  - Main Street N at Mount Forest Drive (Mount Forest)
  - Main Street N at Sligo Road (Mount Forest)
  - Main Street at Wellington Street (Mount Forest)
  - Main Street S at Queen Street (Mount Forest)
  - George Street at Frederick Street (Arthur)
  - George Street at Charles Street (Arthur)
  - George Street at County Road 109 (Arthur)

## ANALYSIS

Over the last several years, Township residents have expressed safety concerns related to various road and pedestrian conditions – much of it related to speeding or driver behaviour. To address this issue, this report explores the feasibility and benefits of implementing a pilot

035  
program for traffic calming measures. Staff are proposing to initiate a traffic calming pilot program that will include the following:

- the installation speed radar signs that displays driver speeds and flashes a message to slow down if the driver is speeding; and
- centre line flexible delineators (as shown in attachment 1).

This pilot is proposed, in areas within the Township that have been identified through our annual traffic count program and from Traffic/Pedestrian Control Request forms. Wellington Street East was also reviewed as a potential location, however with continued residential construction in the area, this location has been deferred to a future program. Staff are proposing the following locations to implement traffic calming devices:

- Installation of radar speed signs on Concession Road 11, at north and south limits at or near the existing 60 km/hr sign in Farwell.
- Installation of a radar speed signs on Sideroad 3W, east of Wellington Road 6 and west of Sally Street at or near the existing 60 km/hr sign.
- Installation of centre line flexible traffic calming delineators on Domville Street (Arthur) between Eliza Street and Conestoga Street.
- Installation of centre line flexible traffic calming delineators on Church Street North (Mount Forest) between Sligo Road and Wellington Street East.

Pending Council's endorsement of the pilot program, Township staff will implement the pilot program in fall 2025. Flexible delineators will be removed during the winters months and re-installed in spring of 2026. The pilot program will run throughout the remainder of 2026, and staff will report back to Council to report on findings, feedback from various consultations and future recommendations.

## CONSULTATION

This report was prepared in consultation with Township consulting traffic engineer (Triton), members of the Wellington County OPP and Township staff: CAO, Director of Finance/Treasurer, Manager of Transportation, and Urban Supervisor.

Township staff have already initiated discussions with members of the OPP to discuss the traffic calming pilot program. Through these discussions, the OPP have communicated that they are supportive of the pilot program.

Through this pilot study, Township Staff will educate, engage, and consult with various stakeholders, including:

- All stakeholders, through media releases, social media posts, and newspaper/radio advertisements;
- Township residents and businesses, through online surveys and in-person public meetings/open houses; and,
- The OPP, through continued communication on implementation of the pilot program and assistance with enhanced enforcement in the study areas.

## FINANCIAL CONSIDERATIONS

The estimated cost to implement the pilot study is approximately \$35,000. The funds will be used for purchasing advertisements, purchasing and installing new traffic calming products and completing speed monitoring and traffic count surveys in the study area. The cost of this pilot program is proposed to be funded through existing capital budget Urban Traffic Impact Study and 2025 Operating Budget Traffic Calming Measures, and as such there are no new financial impacts resulting from this report.

<u>Item</u>	<u>Cost Estimate</u>
Radar Speed Sign with baseline traffic data collector	\$6,000 each*
Flexible Traffic Calming Delineator Set	\$650 each*
Traffic Count	\$100 each

\*Additional staff time to install and maintain traffic calming measures.

## ATTACHMENTS

Attachment 1 – Pilot Program Speed Radar Sign and Centre Line Flexible Delineator

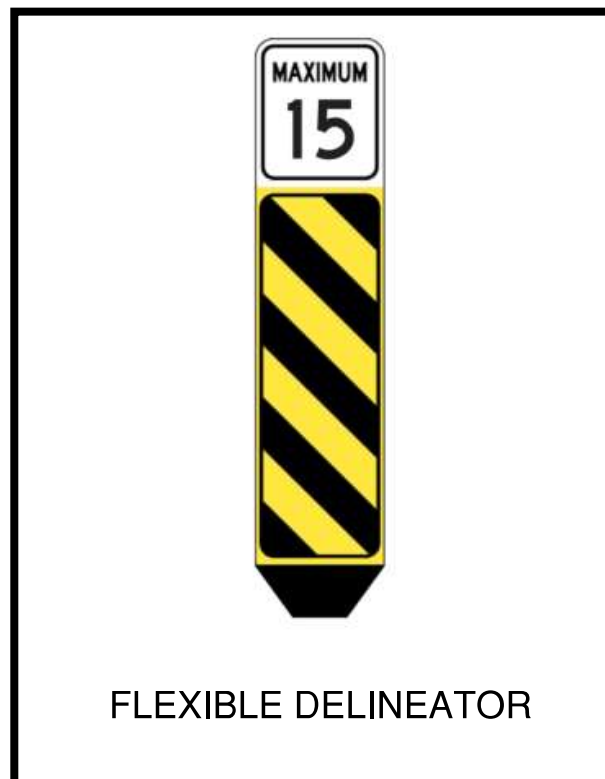
Attachment 2 – Pilot Program Maps

## STRATEGIC PLAN 2024

- ☒ Shape and support sustainable growth  
How: Ensure road safety and appropriate traffic calming and speed management approaches are integrated into new and existing roads in the Township of Wellington North.
- ☐ 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 ☒

## ATTACHMENT 1 - INF 2025-015 TRAFFIC CALMING PILOT PROGRAM

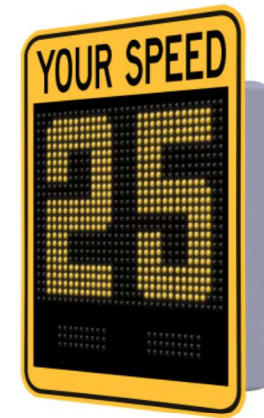
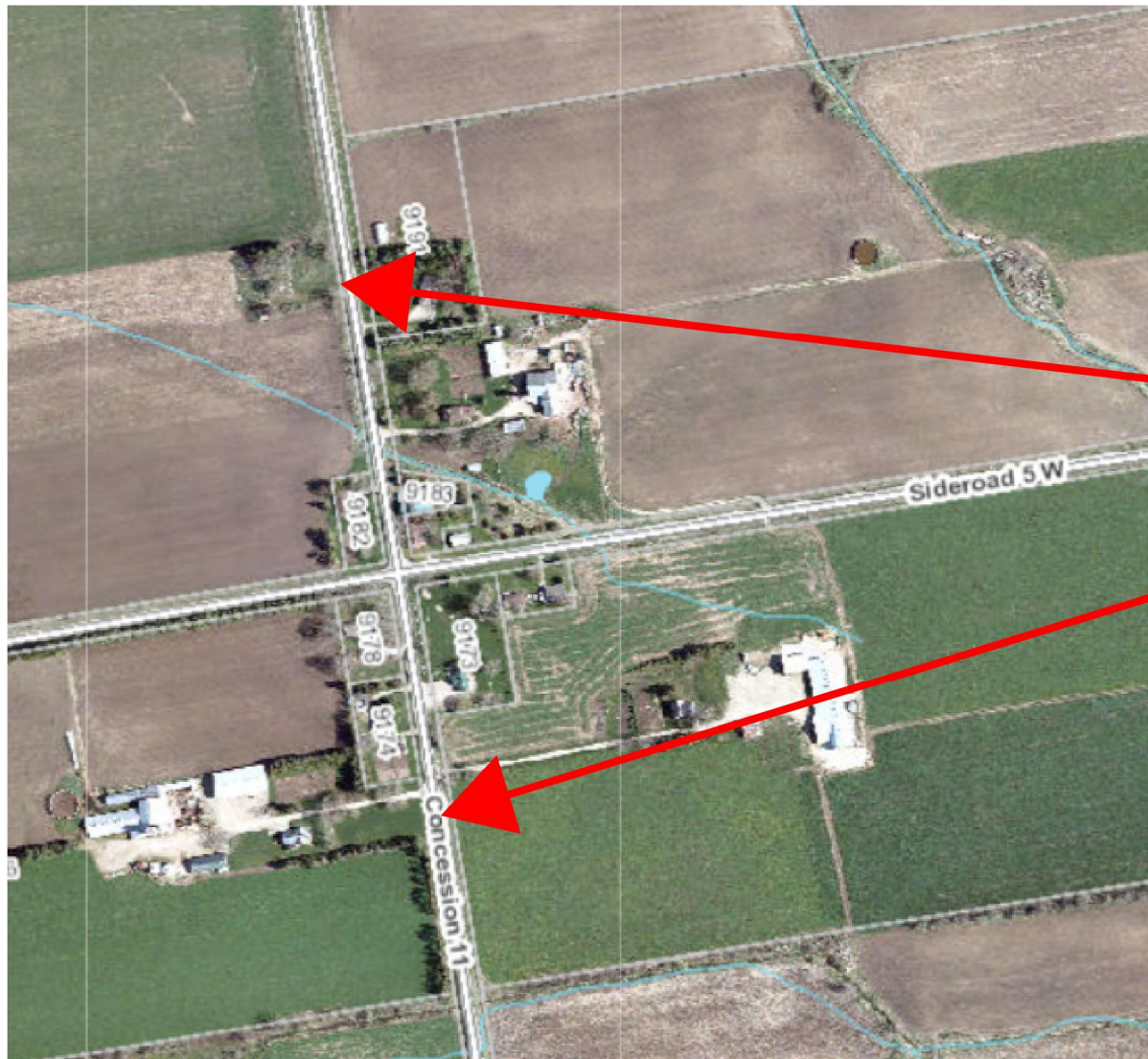




SIDEROAD 3W  
SPEED RADAR SIGN LOCATION







FAREWELL SPEED RADAR SIGN LOCATION



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-08-25

MEETING TYPE: Open

SUBMITTED BY: Karren Wallace, Director Legislative Services/Clerk

REPORT #: CLK 2025-011

REPORT TITLE: Abandon WL Drain 5 & 8 Branch F

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-011 being a report to abandon WL Drain 5 & 8 Branch F under Section 84 of the Drainage Act;

AND THAT Council approve the abandonment part of the WL Drain 5 & 8 Branch F, under Section 84 of the Drainage Act;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to abandon part of the Drain, specifically Station F0+00 to F 15+20.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

A request was received from property owners Metzger and Checkley to abandon Branch F of Arthur Drain 5 & 8.

On August 7, 2025, as required under the Drainage Act, notice was sent to all of the owners of the land assessed for the drainage works, stating the intention to abandon the drain. Owners had 10 days to send a notice to the clerk requesting an Engineer's Report on this proposed abandonment. As no notice was received, Council may now pass a by-law to abandon the drainage works, and thereafter the municipality has no further obligation with respect to the drainage works.

### ANALYSIS

By reverting the drain to a private ditch, it relieves the township of future maintenance responsibilities.

## CONSULTATION

K Smart Associates

## FINANCIAL CONSIDERATIONS

There are no financial implications at this time.

## ATTACHMENTS

Schedule A – letter requesting abandonment

Schedule B - map of the work to be abandoned

Schedule C – notice of abandonment

## 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 ☐

Municipal Drain abandonment request:

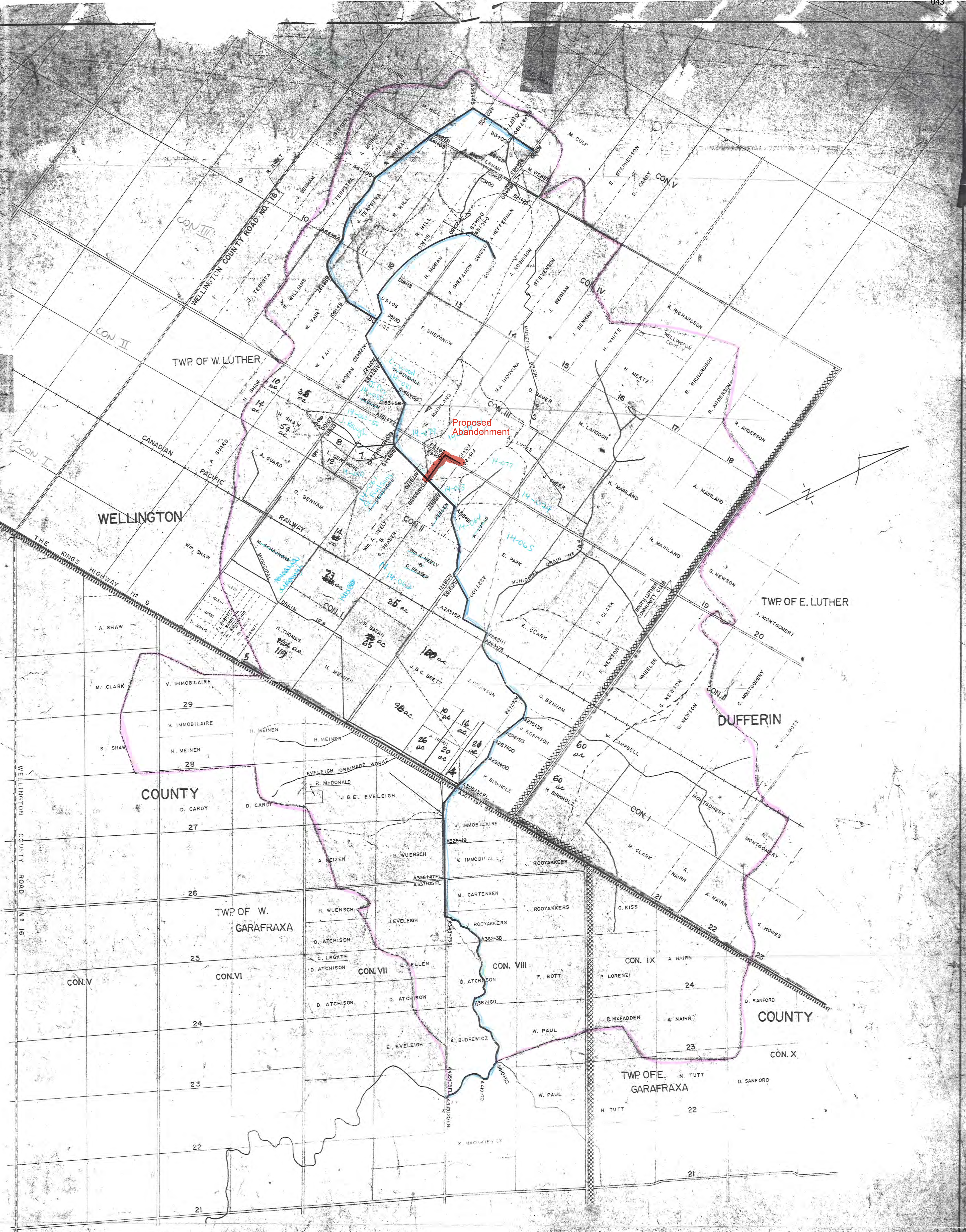
We the landowners of Lot 14 Concession 3 and Lot 14 Concession 2 West Luther township wish to abandon the branch F of Drain No. 5&8 for a distance of approximately 1520' from where it connects with the main branch of Drain No. 5&8 to the end of branch F on the north side of Line 2.

Landowner of Lot 14 Concession 2 Keith Metzger

Landowner of Lot 14 Concession 3

A handwritten signature in blue ink, appearing to be "Keith Metzger", written over a horizontal line.







**Notice of Abandonment of Drainage Works***Drainage Act, R.S.O. 1990, c. D.17, s. 84***To:***Enter Name and Current Address of Property Owner***Re:** Abandonment of drainage works or part thereof described as:West Luther Drain 5 & 8 Branch F

(Name and description of drainage work or part thereof to be abandoned)

Take notice that the Council of the Corporation of the Municipality of Wellington North

- ☒ In accordance with section 84(1), has received a request from landowners for the abandonment of this drainage works or part thereof. The municipality intends to act on this request.
- ☐ In accordance with section 84(2), has decided upon its own initiative, to abandon the above described drainage works or part thereof.

If you have concerns about the proposed abandonment of the drainage works or part thereof, you have ten days from the date this notice was sent to notify the clerk that you require the report of an engineer to be made on this proposed abandonment.

A copy of the form "Notice that Report of Engineer is required for the Proposed Abandonment of a Drain" is available at the municipal office or online at [www.ontario.ca/drainage](http://www.ontario.ca/drainage).

If after ten days an engineer's report has not been requested, the municipality intends to pass a by-law abandoning the drainage works or part thereof.

Name of Clerk (Last Name, First Name)

WALLACE, Karren

Signature of Clerk

Date (yyyy/mm/dd)

2025/08/07

County of Wellington Planning and Land Division Committee  
Deborah Turchet, Secretary-Treasurer  
Wellington County Administration Centre  
74 Woolwich Street, Guelph ON N1H 3T9

August 8, 2025

NOTICE OF AN APPLICATION FOR CONSENT

Ontario Planning Act, Section 53(4)

The County of Wellington Planning and Land Division Committee requests your written comments on this application for consent.

APPLICATION SUBMITTED ON: July 29, 2025

FILE NO. B39-25

APPLICANT

Roy Noone  
9582 Wellington Road 6  
Mount Forest, ON N0G 2L0

LOCATION OF SUBJECT LANDS

Town of Minto  
Part Lots 2 & 3  
Concession A

Proposed severance is 32.5 hectares with 408.2m frontage, existing and proposed agricultural use.

Retained parcel is 71.5 hectares with 406.6m frontage, existing and proposed agricultural use with existing dwelling, livestock facility and shed.

IF YOU WISH TO SUBMIT COMMENTS ON THIS APPLICATION,  
WE MUST HAVE YOUR WRITTEN COMMENTS BY

September 17, 2025

Comments can be provided by mail at address above or by email [landdivisioninfo@wellington.ca](mailto:landdivisioninfo@wellington.ca)

**Please note** that if the Comments are not received by the requested date, the Planning and Land Division Committee may proceed to consider the application, and may assume that you have no objection to this Application for Consent.

**NOTE:** Any verbal or written comment/objection submitted to the County of Wellington regarding this application which is being processed under the Planning Act, may be made public as part of the process.

**Please also be advised** that if a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent, then the Ontario Land Tribunal may dismiss the appeal.

If you wish to **attend** the public meeting to consider the application, please request to be **NOTIFIED OF THE DATE AND TIME OF THE CONSIDERATION** of this application - **please make your request in writing and provide your email address** to the Planning and Land Division Committee before the "Comments Return Date" noted above.

If you wish to be **NOTIFIED OF THE DECISION** of the County of Wellington Planning and Land Division Committee in respect of this proposed consent, **you must make a request in writing** to the County of Wellington Planning and Land Division Committee. This will also entitle you to be advised of a possible Ontario Land Tribunal. Even if you are the successful party, you should request a copy of the decision since the County of Wellington Planning and Land Division Committee's decision may be appealed to the Ontario Land Tribunal by the applicant or another member of the Public.

**INFORMATION REGARDING THE APPLICATION** is available to the public during regular business hours, Monday to Friday at the County of Wellington Planning and Land Division Office- 74 Woolwich St. Guelph, ON N1H 3T9.  
Phone: (519) 837-2600 x2170 Fax: (519) 837-3875

RECIPIENTS:

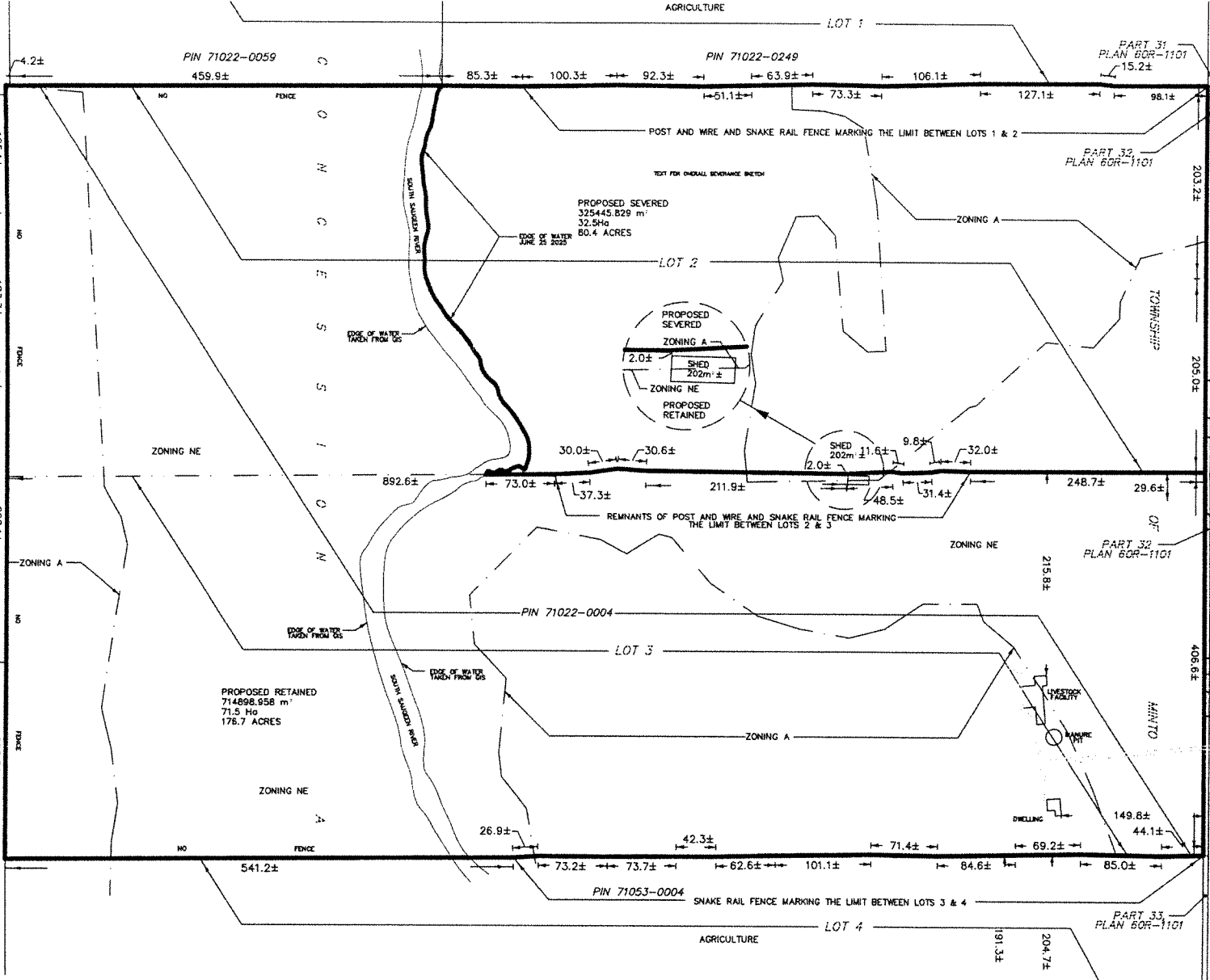
- Local Municipality – Minto
- County Planning
- Conservation Authority – Saugeen Valley
- County Engineering
- Neighbouring Municipality – Wellington North
- Bell Canada (email)
- County Clerk
- Roads/Solid Waste
- Civic Addressing
- Neighbour - as per list verified by local municipality and filed by applicant with this application

SKETCH FOR SEVERANCE APPLICATION  
(TOWNSHIP OF MINTO)  
TOWN OF MINTO  
COUNTY OF WELLINGTON

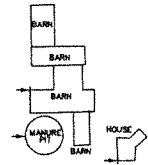


WILSON-FORD

ZONING A & NE	REQUIRED	PROVIDED SEVERED	PROVIDED RETAINED
LOT AREA (MIN)	35.0 Ha	32.5 Ha	71.5 Ha
LOT FRONTAGE (MIN)	121.9 m	408.2 m	406.6 m
FRONT YARD (MIN)	18.3 m		149.8 m
REAR YARD (MIN)	18.3 m		892.6 m
INT. SIDE YARD (MIN)	18.3 m		2.0 m



ORIGINAL ROAD ALLOWANCE BETWEEN TOWNSHIPS OF MINTO & ARTHUR (KNOWN LOCALLY AS WELLINGTON ROAD 8) PIN 71053-0486



**WILSON - FORD**  
Surveying & Engineering  
118 NORPARK AVENUE., Box 294,  
MOUNT FOREST ON, N0G 2L0  
PHONE (519)323-2451

**CAUTION**  
THIS SKETCH IS NOT A PLAN OF SURVEY. IT WAS PREPARED FOR THE LIMITED USE OF ROY NOONE 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 2025

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

17 JULY, 2025

DATE

GREG FORD, P.Eng (CIVIL)

**NOTES:**

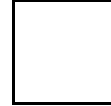
ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES AND ARE GEODETIC HAVING BEEN DERIVED FROM GNSS OBSERVATIONS (NAD83 CSRS).  
DIMENSIONS SHOWN HEREON REPRESENT A COMPILATION OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.  
AIR FLIGHT COMPLETED 3 JULY, 2025

PROJECT No.: 25-10148 NOONE



**From:** planning@grey.ca <planning@grey.ca>  
**Sent:** July 30, 2025 10:45 AM  
**To:** Darren Jones <djones@wellington-north.com>  
**Subject:** Advanced Circulation for Proposed OPA-28 H. Bye Construction

## Advanced Circulation for Proposed OPA-28 H. Bye Construction



Hello Darren Jones,

Grey County is seeking your initial comments on a development proposal in West Grey. The County has received the County official plan amendment application, but it has not yet been deemed complete or publicly posted the application on the County's website. The County is however sharing this application with some public bodies, agencies, and Indigenous communities, for early review and comment. When the application is deemed complete, you will be formally circulated. However, County staff are asking for any early comments ahead of that future circulation. If possible, the County is requesting any initial comments by **September 25, 2025**.

Please see link below requesting comments for County Official Plan Amendment application 42-05-010-OPA-28 H. Bye Construction.

[H Bye Construction OPA 28 Early-Circulation Document List.pdf](#)

Please do not hesitate to reach out to Scott Taylor at  
scott.taylor@grey.ca or 548-877-0856 if you have any questions.

Best regards,

Claudia Markworth

County of Grey, Owen Sound, ON



June 19, 2025

Scott Taylor, RPP, MCIP  
 Director of Planning and Development  
 County of Grey  
 595 9<sup>th</sup> Ave East  
 Owen Sound, ON N4K 3E3

David Smith, RPP, MCIP  
 Manager of Planning  
 Municipality of West Grey  
 402813 Grey Road 4  
 Durham, ON N0G 1R0

Dear Mr. Taylor and Mr. Smith:

**RE: Official Plan and Zoning By-law Amendment Applications – 255 Watson Drive, Mount Forest**  
**OUR FILE 24367A**

On behalf of our client, H. Bye Construction, we are pleased to submit Official Plan and Zoning By-law Amendment applications to permit the development of a portion of their lands municipally addressed as 255 Watson Drive (previously addressed as 275 Coral-lea Drive) with industrial uses. The lands subject to these applications comprises approximately 10 hectares within the northeastern quarter of the overall land holdings and are herein referred to as the 'subject lands'. The subject lands consist of two portions planned for development, referred to as:

- 'Yardistry lands' – 2.54-hectare western portion of the subject lands
- 'Viking-Cives expansion lands' – 7.60-hectare northern portion of the subject lands

The subject lands are located both within and immediately adjacent to the Industrial Business Park Settlement Area boundary, in the County of Grey Official Plan. The subject lands, which are currently farmed as an interim use, are located south of Norpark Avenue, east of Harry Bye Boulevard, north of the Coral Lea Avenue Road allowance and adjacent to the terminus of Viola May Crescent.

The owner intends to develop vacant lands on Harry Bye Blvd (Assessment Parcel 420501000702430) to accommodate a new 3,900 m<sup>2</sup> industrial building for Viking-Cives. These lands are already zoned for that purpose. The intent is that through a lot addition, the 'Viking Cives expansion lands' would be added to Assessment Parcel 420501000702430 to accommodate a further future expansion of the Viking-Cives building (a potential 3,900 sq. m expansion), and an outdoor storage area for the parking of finished products awaiting delivery.

The owner also intends to sever the 'Yardistry lands' and add them to a small portion of lands that are located at the terminus of Viola May Crescent (Assessment Parcel 420501000702460, which is also already zoned M1-237) to provide frontage on Viola May Crescent. These lands are planned to accommodate a proposed 4,645 m<sup>2</sup> manufacturing building and ancillary parking and loading spaces.

The Official Plan Amendment proposes to expand the Industrial Business Park Settlement Area boundary to the east, to include the subject lands (both the Viking Cives expansion lands and the Yardistry lands). The Zoning By-law Amendment proposes to zone the subject lands (both the Yardistry lands and Viking-Cives expansion lands) 'Industrial Zone' with site specific exception 237 (M1-237) for industrial use, which is the same zone that applies to other adjacent properties within the Settlement Area.

The remainder of 255 Watson Drive is referred to within the plans as 'additional lands owned by H. Bye Construction.' These lands are not part of the Official Plan and Zoning By-law Amendment applications.

In support of this application, the following documents are provided [255 Watson Drive, Mount Forest \(Mount Forest\)](#):

- Completed Official Plan Amendment Application Form;
- Completed Zoning By-law Amendment Application Form;
- Cheque in the amount of \$5,130 representing the zone change application fee, made payable to the Municipality of West Grey (provided in physical application submission to County);
- Cheque in the amount of \$10,150, representing the County Official Plan Amendment Fee and Peer Review Fee, made payable to Grey County (provided in physical application submission to County);
- Conceptual Site Plan, prepared by H. Bye Construction;
- Planning Justification Report, prepared by MHBC Planning, dated June 2025;
- Hydrogeological and Nitrate Study, prepared by GEI Consultants, dated April 2025 (separate documents for the 'Yardistry lands' and 'Viking Cives Extension lands');
- Servicing Options Study, prepared by Cobide Engineering Ltd., dated June 2025;
- Stormwater Management Report, prepared by Cobide Engineering Ltd, date June 2025;
- Stage 1-2 Archaeological Assessment, prepared by AS&G Archaeological Consulting, dated May, 2025;
- Environmental Impact Study, prepared by SAAR Environmental Ltd., dated May 2025 (separate documents for the 'Yardistry lands' and 'Viking Cives Extension lands');
- Traffic Impact Brief, prepared by Paradigm Transportation Solutions Limited (separate documents for the 'Yardistry lands' and 'Viking Cives Extension lands'); and,
- The pre-submission record.

We trust the enclosed satisfies the complete application requirements for the proposed applications. We look forward to continuing to work with you on this project. If you have any questions, or require any further information, please do not hesitate to call.

Yours truly,



Trevor Hawkins, M.PL, MCIP, RPP  
Partner



Chelsea Brooks, MA, MSc, MCIP, RPP  
Senior Planner

*cc. H. Bye Construction*

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

**BY-LAW NUMBER 052-2025**

**BEING A BY-LAW TO ABANDON A PORTION OF THE WEST LUTHER DRAIN 5 & 8 BRANCH F IN THE TOWNSHIP OF WEST LUTHER, NOW THE TOWNSHIP OF WELLINGTON NORTH.**

**AND WHEREAS** notice has been given as per the Drainage Act R.S.O. 1990, Section 84(5), of Council's intention to abandon a portion of West Luther Drain 5 & 8 Branch F, Township of West Luther, now Township of Wellington North;

**AND WHEREAS** no owner has notified the Clerk, in writing, in opposition to the proposed abandonment of the West Luther Drain 5 & 8 Branch F;

**AND WHEREAS** the open ditch from Station F0+00 to F 15+20 is to be abandoned.

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

1. THAT the open ditch of the West Luther Drain 5 & 8 Branch F open ditch from Station F0+00 to F 15+20 be hereby and henceforth abandoned and that hereafter the municipality has no further obligation with respect to this portion of that drainage works; and,
2. AND FURTHER THAT the map indicating the location of this portion of abandoned drainage works be hereto attached as Schedule A and become part and parcel of this by-law.
3. AND FURTHER THAT this by-law shall come into force on and take effect upon its final passing.

**READ AND FINALLY PASSED THIS 25TH DAY OF AUGUST, 2025.**

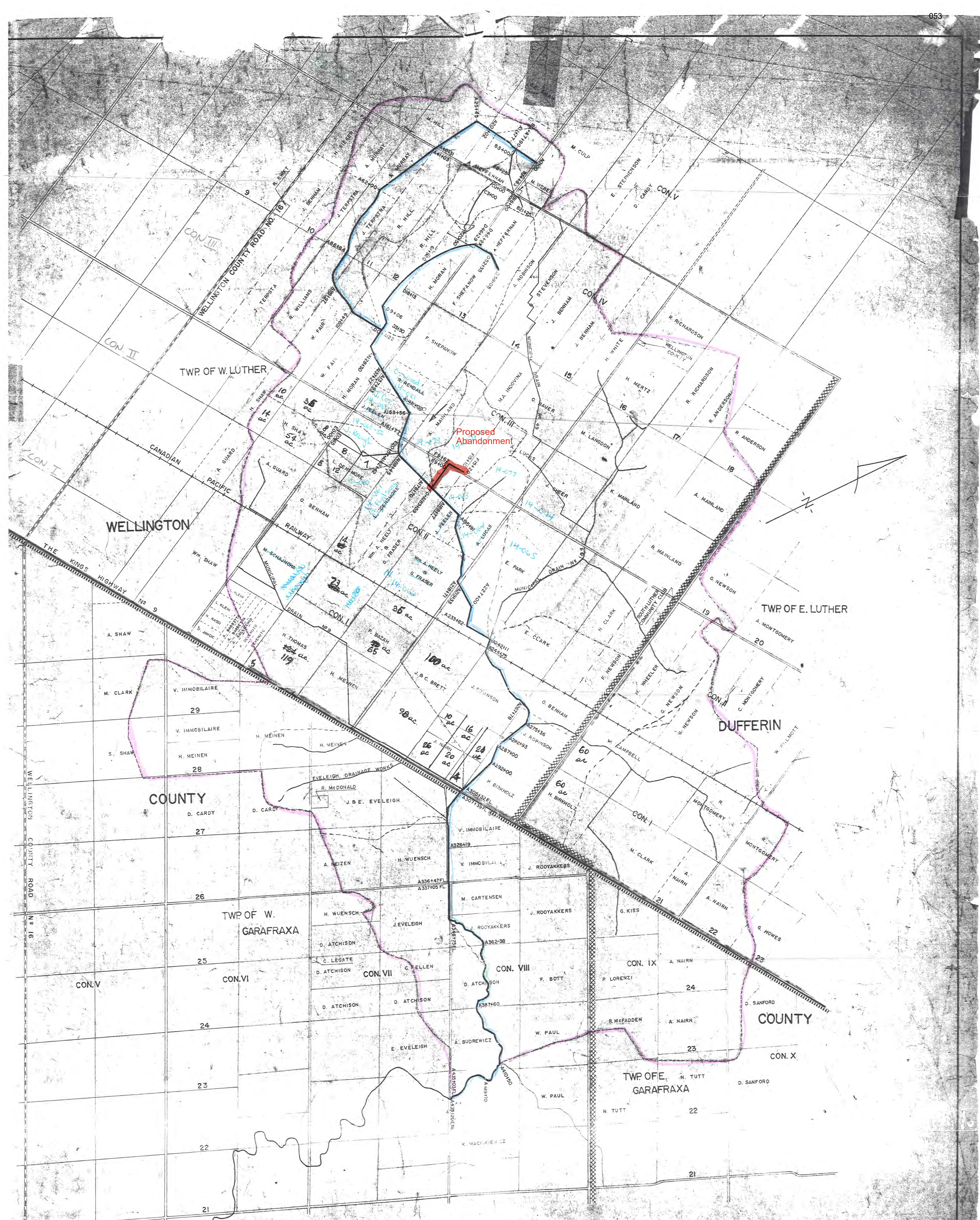
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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE CLERK**





PROJECT No. D-95  
 DRAWING No. D-95-1  
 DRAWN BY G.J.W.  
 DESIGNED BY G.D.G.  
 DATE MAR 1989  
 SCALE 1" = 150'

TOWNSHIP OF WEST LUTHER

MUNICIPAL DRAIN

No. 5, 8, 11, 8

PLAN

GAMSBY AND MANNEROW LTD.  
 CONSULTING PROFESSIONAL ENGINEERS  
 SHELTON, ONTARIO



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

**BY-LAW NUMBER 053-2025**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL PROPERTY  
KNOWN AS LANE SURVEY HART'S (MOUNT FOREST) EAST OF  
NEWFOUNDLAND STREET EXCEPT DN10880 MOUNT FOREST NOW  
WELLINGTON NORTH**

**PIN 71060-0117**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH*** enacts as follows:

1. The lands are hereby declared surplus to the needs of the municipality.
2. The corporation is authorized to enter into an Agreement of Purchase and Sale agreement with 1000567338 Ontario Inc. and Darryl John Kuepfer in the form of the draft attached as Schedule "A" for the sale of the lands.
3. The Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

**READ AND PASSED THIS 25<sup>TH</sup> DAY OF AUGUST, 2025**

**\_\_\_\_\_  
ANDREW LENNOX, MAYOR**

**\_\_\_\_\_  
KARREN WALLACE, CLERK**



THIS AGREEMENT OF PURCHASE AND SALE is made as of the      day of     , 2025,

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the "Vendor")

OF THE FIRST PART

- and -

1000567338 ONTARIO INC. and DARRYL JOHN KUEPFER  
(collectively, the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. the Vendor is the registered owner, in fee simple, of the lands and premises described in Schedule "A" attached hereto (the "**Property**"); and,
- B. the Purchaser wishes to purchase from the Vendor and the Vendor wishes to sell to the Purchaser the Property on the terms and conditions set out in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and premises hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Vendor and the Purchaser hereby agree as follows:

1. **Defined Terms.** In this Agreement and in the Schedules attached hereto, and in any supplemental or amending agreement, unless otherwise stated, the following capitalized terms shall have the meaning prescribed for each:
  - (a) "**Acceptance Date**" means the date that this offer is accepted by the Vendor;
  - (b) "**Agreement**" means the within Agreement of Purchase and Sale and the Schedules appended thereto, as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time;
  - (c) "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;
  - (d) "**Closing**" means the completion of the purchase and sale of the Property pursuant to this Agreement;
  - (e) "**Closing Date**" means the first (1<sup>st</sup>) Business Day that is at least twenty-one (21) days following the Acceptance Date, but, in any event, shall be no later than the first (1<sup>st</sup>) anniversary of the date of this Agreement first written above;

- (f) "**ETA**" means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended from time to time;
- (g) "**HST**" means the applicable Harmonized Sales Tax in accordance with the *ETA* or other applicable legislation governing same payable with respect to the purchase of the Property;
- (h) "**Irrevocable Date**" means 11:59 p.m. on the date that is thirty (30) days after the Purchaser delivers this Agreement signed by the Purchaser to the Vendor;
- (i) "**Parties**" means the Vendor and the Purchaser, and "**Party**" means one of them, as required by context;
- (j) "**Property**" has the meaning ascribed to it in Paragraph A of the recitals of this Agreement;
- (k) "**Purchase Price**" has the meaning ascribed to it in Section 3 of this Agreement;
- (l) "**Purchaser**" means, collectively, the purchasers named in the recitals of this Agreement and includes "buyer";
- (m) "**Purchaser's Solicitor**" means such firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Vendor;
- (n) "**Requisite Deliveries**" has the meaning ascribed to it in Section 21 of this Agreement;
- (o) "**Requisition Date**" means 6:00 p.m. on the first (1<sup>st</sup>) Business Day that is at least seven (7) days prior to the Closing Date;
- (p) "**Vendor**" means the vendor named in the recitals of this Agreement and includes "seller";
- (q) "**Vendor's Costs**" has the meaning ascribed to it in Section 7 of this Agreement; and,
- (r) "**Vendor's Solicitor**" means Duncan, Linton LLP, or such firm or firms of solicitors as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser.

2. **Purchase and Sale.** The Vendor agrees to sell, and the Purchaser agrees to purchase, all of the Vendor's right, title, estate and interest in and to the Property, together with all fixtures, buildings, structures and improvements now or hereafter located thereon and together with all easements, rights-of-ways, privileges and appurtenances attaching thereto and enuring to the benefit thereof, on the terms and conditions contained in this Agreement.

3. **Purchase Price.** The purchase price for the Property shall be Two Thousand Dollars (\$2,000.00) of lawful money of Canada (the "**Purchase Price**").
4. **Payment of the Purchase Price.** The Purchaser shall pay the Purchase Price as follows:
  - (a) the Purchaser delivers herewith a deposit in the amount of Five Thousand Dollars (\$5,000.00) by certified cheque or bank wire made payable to the Vendor's Solicitor, to be held in trust on an interest-free basis pending Closing or other termination of this Agreement and to be credited toward the Purchase Price on Closing; and,
  - (b) the Purchaser shall deliver the balance of the Purchase Price, subject to adjustments, in the form of a certified cheque or bank wire using the "Lynx High Value Payment System" drawn on a solicitor's trust account and made payable to the Vendor's Solicitor on Closing.
5. **Harmonized Sales Tax.** If the sale of the Property is subject to HST, then such HST shall be in addition to the Purchase Price. If the sale of the Property is not subject to HST, the Vendor shall certify on or before the Closing Date that the sale of the Property is not subject to HST. The Vendor shall not collect any HST payable on this transaction if, on or before the Closing Date, the Purchaser delivers a certificate confirming that:
  - (a) it is registered for the purpose of HST and specifying its HST registration number;
  - (b) it will self-assess for the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the *ETA* in connection with the purchase of the Property;
  - (c) it is purchasing the Property for its own account and is not purchasing the Property as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of a residential complex made to an individual for the purpose of paragraph 221(2)(b) of the *ETA*; and,
  - (d) it will indemnify and save harmless the Vendor from any HST payable on this transaction and any penalty or interest relating thereto.
6. **Adjustments.** Any rents, realty taxes, local improvement rates, unmetered public or private utility charges, unmetered cost of fuel, any of the Vendor's Costs (as provided for in Section 7 hereof) and any other items which are usually adjusted for according to the usual practice for commercial transactions in the vicinity of the Property shall be apportioned and allowed to the Closing Date, the Closing Date itself to be apportioned to the Purchaser.
7. **Vendor's Costs.** The Purchaser shall pay the Vendor's actual costs associated with any matter arising from or in any way connected to this Agreement, including,

without limiting the generality of the foregoing, the Vendor's legal, surveying and appraisal costs associated with creating and reviewing this Agreement, creating a registrable description for the Property, registering any instruments against title to the Property as are contemplated in this Agreement and completing the transaction contemplated in this Agreement, irrespective of whether the transaction is successfully completed (the "Vendor's Costs"). The Purchaser shall pay on Closing any and all of the Vendor's Costs listed by the Vendor on the statement of adjustments prepared by the Vendor for Closing. The Purchaser shall undertake to pay any and all of the Vendor's Costs which are not listed on the statement of adjustments prepared by the Vendor for Closing within ten (10) Business Days following written demand by the Vendor, provided such demand is made no later than the first (1<sup>st</sup>) anniversary following the Closing Date. If the transaction contemplated in this Agreement is not completed and this Agreement is terminated for any reason whatsoever, the Vendor shall be entitled to retain from the deposit received pursuant to paragraph 4(a) of this Agreement such amount equal to the Vendor's Costs incurred to the date of termination, which shall operate to reimburse the Vendor for the Vendor's Costs incurred to the date of termination. This Section shall survive and not merge on Closing.

8. ***Irrevocable Date.*** This offer shall be irrevocable by the Purchaser until the Irrevocable Date, after which time, if not accepted, this offer shall be null and void and any deposit paid by the Purchaser shall be returned to the Purchaser in full without interest and subjection to deduction for the Vendor's Costs pursuant to Section 7 of this Agreement.
9. ***Council Approval.*** The transaction contemplated by this Agreement is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, and approval by the Vendor's council in its sole and absolute discretion by by-law. If the transaction contemplated by this Agreement is not approved by the Vendor's council by by-law before 12:00 p.m. on the Closing Date, this Agreement will become null and void and any deposit paid by the Purchaser shall be returned to the Purchaser in full without interest and subject to deduction for the Vendor's Costs pursuant to Section 7 of this Agreement.
10. ***Closing.*** The Closing shall take place by no later than 5:00 p.m. on the Closing Date, or such other date as mutually agreed upon between the Purchaser and the Vendor, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
11. ***"As Is" Condition.*** The Purchaser acknowledges that, except as otherwise expressly provided for in this Agreement, the Property is being purchased on an "as is, where is" basis and that it has satisfied itself before making this offer as to all matters regarding the Property, including, without limiting the generality of the foregoing, physical conditions, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed and the availability of municipal services and utilities necessary for the Purchaser's intended use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for

any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities associated with the Property. The Purchaser shall sign a release and indemnity in favour of the Vendor in the form prepared by the Vendor's Solicitor with respect to the matters set out in this Section and deliver same on or before the Closing Date.

12. ***Consolidation of Parcels.*** The Purchaser represents and warrants to the Vendor that it is purchasing the Property for the purpose of consolidating the Property with adjoining lands owned by the Purchaser. The Purchaser shall take title to the Property in the same name(s) in which the Purchaser holds title to the lands adjoining the Property which are owned by the Purchaser, and the Purchaser shall not be entitled to direct title in any other manner. The Purchaser covenants to register such instrument(s) as may be required by the Land Titles Office to consolidate the Property with all adjoining lands owned by the Purchaser, and to provide the Vendor with registration particulars of same, as soon as possible following Closing. On or before Closing, the Purchaser's Solicitor shall provide their firm undertaking to register such instrument(s) as may be required in the Land Titles Office to give effect to the matters contemplated in the preceding sentence and to provide the Vendor's Solicitor with registration particulars thereof as soon as possible following Closing. This Section shall survive and not merge on Closing.
13. ***Encroachments on Other Lands.*** The Purchaser acknowledges and confirms that nothing in this Agreement shall be interpreted or construed as the Vendor, its council, or any other official of the Vendor granting consent, permission or licence for the Purchaser to make encroachments on lands that are not included with the Property. The Purchaser undertakes to comply with all building, zoning and other municipal by-laws and regulations applicable to the Property, including with respect to minimum setbacks of all improvements now or hereafter situated on the Property from any adjoining lands not owned by the Purchaser.
14. ***Transfer/Deed.*** The Vendor agrees to transfer or deed the Property to the Purchaser on the Closing Date. The transfer or deed shall be prepared in a form acceptable to the Purchaser's Solicitor and the Purchaser shall pay all Land Transfer Tax and costs associated with its registration.
15. ***Title Search.*** The Purchaser shall be allowed until the Requisition Date to examine the title to the Property at the Purchaser's own expense. Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for:
  - (a) any registered restrictions or covenants that run with the Property providing that such are complied with;
  - (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has

been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;

- (c) any minor easements for the supply of domestic utility or telecommunication services to the Property or adjacent properties; and,
- (d) any easements (including easements which may be reserved in favour of the Vendor or to be granted in favour of the County of Wellington or a public utility company prior to Closing) for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the Property.

If before the Requisition Date any valid objection to title or to any outstanding work order or deficiency notice or that any building situate on the Property may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy or obtain title insurance (save and except risk of fire) in favour of the Purchaser and any mortgagee, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Date and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

16. ***Permitted Encumbrances.*** Notwithstanding anything contained in this Agreement, the Purchaser agrees to accept title to the Property subject to the encumbrances listed in Schedule "B" attached hereto.
17. ***Discharge of Existing Charges/Mortgages.*** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of the title to the Property except such as are in the possession and control of the Vendor. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the *Trust and Loan Companies Act*, S.C. 1991, c. 45 (as amended from time to time), chartered bank, trust company, credit union, *caisse populaire* or insurance company and which is not to be assumed by the Purchaser on Closing is not available in registrable form on the Closing Date, the Purchaser agrees to accept the Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after the Closing Date, provided that the Vendor shall provide to the Purchaser a mortgage statement prepared by the chargee or mortgagee setting out the balance required to obtain the discharge.
18. ***Future Use.*** The Parties agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

19. **Planning Act.** This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.3, as amended from time to time, by the Closing Date.
20. **Residency.** The Vendor shall deliver to the Purchaser a statutory declaration by an officer of the Vendor wherein the officer declares that, as of the Closing Date, the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.), as amended from time to time, failing which, the Purchaser will be credited against the Purchase Price with the amount necessary to pay to the Minister of National Revenue to satisfy the Purchaser's liability under the said legislation for tax payable on this transaction.
21. **Closing Arrangements.** The Parties acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (collectively, the "**Requisite Deliveries**") and the release thereof to the Vendor and the Purchaser, respectively, will:
- (a) not occur at the same time as the registration of the transfer or deed (and any other documents intended to be registered in connection with the Closing Date); and,
  - (b) be subject to conditions whereby the solicitors receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

The Parties hereby irrevocably instruct the said solicitors to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario.

22. **Deliveries by the Vendor.** The Vendor agrees to deliver to the Purchaser on or before the Closing Date the following:
- (a) deposit instructions or wire particulars for the Vendor's Solicitor's trust account and a signed direction permitting payment of the balance of the Purchase Price thereto;
  - (b) a registrable transfer or deed to the Property;
  - (c) a statement of adjustments;
  - (d) an undertaking by the Vendor to readjust any errors or omissions from the statement of adjustments;
  - (e) the by-law by the Vendor's council authorizing the transaction contemplated by this Agreement;

- (f) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement;
- (g) the statutory declaration regarding residency contemplated in Section 20 of this Agreement;
- (h) a "bring-down" certificate confirming the continuing truth and completeness of the representations and warranties made by the Vendor in this Agreement; and,
- (i) such other documents as may reasonably be required by the Purchaser and are customarily utilized for purchase and sale transactions involving similar commercial property in the vicinity of the Property.

**23. *Deliveries by the Purchaser.*** The Purchaser agrees to deliver to the Vendor on or before the Closing Date the following:

- (a) the balance of the Purchase Price payable pursuant to this Agreement;
- (b) an undertaking by the Purchaser to readjust any errors or omissions from the statement of adjustments;
- (c) a signed direction identifying the name in which to engross the transfer or deed;
- (d) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement;
- (e) an undertaking by the Purchaser concerning the matters contemplated in Section 7 of this Agreement;
- (f) the release and indemnity contemplated in Section 11 of this Agreement;
- (g) an undertaking by the Purchaser's Solicitor concerning the matters contemplated in Section 12 of this Agreement;
- (h) a "bring-down" certificate confirming the continuing truth and completeness of the representations and warranties made by the Purchaser in this Agreement; and,
- (i) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar commercial property in the vicinity of the Property.

**24. *Real Estate Commission.*** The Parties each represent and warrant to the other that neither has engaged any real estate agent or broker in connection with the matters contemplated in this Agreement and, accordingly, no commissions are payable to any real estate agents or brokers. This representation and warranty shall survive and not merge on the completion of the transaction contemplated by this Agreement.



25. **Time.** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who may be specifically authorized in that regard.
26. **Time and Date.** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
27. **Entire Agreement.** This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Vendor and the Purchaser. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
28. **Interpretation.** This Agreement shall be read with all changes of gender or number required by the context. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect the constitution or interpretation hereof.
29. **Recitals.** The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.
30. **Severability.** If any provision of this Agreement, or the application thereof to any circumstances, is held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.
31. **Notices.** Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally, by email or mailed by prepaid registered mail addressed to the Party to whom such notice is intended to be given at the following addresses:

For the Vendor:

The Corporation of the Township of Wellington North  
Attn: Karren Wallace, Clerk  
7490 Sideroad 7 West, P.O. Box 125  
Kenilworth, ON N0G 2E0  
Email: Kwallace@wellington-north.com

with a copy to:

Duncan, Linton LLP  
Attn: Adrian L. Rosu  
45 Erb Street East  
Waterloo, ON N2J 1L7  
Email: adrian@kwlaw.net

For the Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice so given or made will be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered personally, or on the third (3<sup>rd</sup>) day following the date of mailing if delivered by prepaid registered mail, provided that in each case such day is a Business Day and the notice is so delivered or sent prior to 5:00 p.m. on such day. Otherwise, such notice will be deemed to have been given and made and to have been received on the next following Business Day.

32. **Assignment.** The Purchaser shall not assign any of its obligations, rights, title or interest in or to any part of this Agreement or the transactions contemplated thereby without the prior written consent of the Vendor, which consent shall be in the Vendor's sole and unfettered discretion.
33. **Schedules.** The following Schedules are attached hereto and are hereby deemed to be incorporated into this Agreement by reference as though set forth in full:

Schedule "A": Description of the Property

Schedule "B": Permitted Encumbrances

In the event of any conflict or discrepancy between the terms and conditions of this Agreement and any Schedule attached hereto, the Schedule shall prevail.

34. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument.
35. **Electronic Signatures.** The Parties consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended from time to time, with respect to this Agreement and any other documents respecting the transaction contemplated by this Agreement.

[Remainder of page left blank. Signing page follows.]

IN WITNESS WHEREOF, the Purchaser hereby makes this offer, which shall be irrevocable until the Irrevocable Date.

Solicitor: SV Law  
Rebecca Klingspohn  
Ph # 519 837 2100 Ext 343  
Address: 245 Hanten Creek Blvd  
Unit 102  
Guelph, ON N1C 0A1

[Witness not required if signed electronically.]

1000567338 ONTARIO INC.

Per:

Name: Darryl Kuepfer  
Title: President

I have authority to bind the corporation.

Rosetta Kuepfer  
Witness

Darryl John Kuepfer

The Vendor hereby accepts and agrees to the terms of this Agreement this 18 day of August, 2025.

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

Per:

Name: Andrew Lennox  
Title: Mayor

Per:

Name: Karren Wallace  
Title: Clerk

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

## SCHEDULE "A"

## Description of the Property

LANE SURVEY HART'S MOUNT FOREST E OF NEWFOUNDLAND ST EXCEPT  
DN10880; WELLINGTON NORTH

being PIN: 71060-0117 (LT)

## SCHEDULE "B"

### Permitted Encumbrances

#### GENERAL ENCUMBRANCES:

1. Encumbrances for real property taxes (which term includes charges, rates and assessments, and other governmental charges or levies) or charges for electricity, power, gas, water and other services and utilities in connection with the Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for pursuant to this Agreement.
2. The provisions of applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning, provided such in each case have been complied with in all respects.
3. Any encumbrance filed by or at the request of the Purchaser or which is otherwise expressly approved by the Purchaser in writing.
4. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown.
5. Minor title defects or irregularities which do not in the aggregate materially adversely impair the use of the Property for the purposes for which it is presently used or the operation, value or marketability of the Property.
6. The exceptions, limitations and qualifications in subsection 44(1) of the *Land Titles Act*, R.S.O. 1990, c. L.5, as amended from time to time, other than paragraphs 3, 5, 8, 11 and 14 thereof, provincial taxes and succession duties and escheats or forfeitures to the Crown.

#### SPECIFIC ENCUMBRANCES:

7. If registered, any by-law by the Vendor closing any part of the Property as a public highway.
8. If registered, any easements which may be reserved in favour of the Vendor or to be granted in favour of the County of Wellington or a public utility prior to Closing.

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

**BY-LAW NUMBER 054-2025**

**BEING A BY-LAW TO PERMANENTLY CLOSE A PORTION OF A  
ROAD ALLOWANCE KNOWN AS LANE SURVEY HART'S (MOUNT  
FOREST) EAST OF NEWFOUNDLAND STREET EXCEPT DN10880  
MOUNT FOREST NOW WELLINGTON NORTH**

**PIN 71060-0117**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to permanently close a portion of a road allowance abutting 444 Newfoundland Street as:

Lane Survey Hart's (Mount Forest) East of Newfoundland Street except Dn10880  
Mount Forest now Wellington North

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH enacts as follows:**

1. That portion of the road allowance known as Lane Survey Hart's (Mount Forest) East of Newfoundland Street except Dn10880 Mount Forest now Wellington North is hereby permanently closed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 25TH DAY OF AUGUST, 2025.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**



*Preserving, promoting, and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.*

## **CULTURAL MOMENT FOR AUGUST 25, 2025 CELEBRATES RIXON RAFTER**

In the early 1900s, the village of Arthur was a quiet place, where news travelled slowly and community ties ran deep. Into this world stepped Rixon Rafter, a young man with no sight but a clear vision. At just 23 years old, he took over the *Arthur Enterprise* and began shaping not just headlines, but the very voice of the town. What made Rafter extraordinary wasn't just his youth or his blindness—it was his ability to see what mattered most to his readers and reflect it back with clarity and conviction.



Rafter's journey into journalism began with a degree from Queen's University - an impressive feat, made even more extraordinary by the fact that he was the youngest graduate of his class. In 1908, he purchased the *Arthur Enterprise*. Under Rafter's stewardship, the paper would become a vital voice for the community decades to come.

Despite his blindness, Rafter was known for his sharp memory and keen editorial instincts. He often attended council meetings and community events without taking notes, relying solely on his mental acuity to recall details and craft compelling stories. He wrote editorials, gathered news, and secured advertising, all while managing the paper's operations with the help of a printer for the mechanical work.

His work was not only prolific but deeply respected. In 1954, Rafter was named Weekly Newspaperman of the Year by the Ontario Division of the Canadian Weekly Newspaper Association. In his acceptance speech, he humbly stated, "I will accept it, not because it might show any accomplishment on my part, but only in hope that it might reveal to sightless people an avenue of opportunity open to them."

Rafter retired in 1953, selling the paper to Clive Williams Sr., but his influence endured. Rafter passed away in 1963 and is buried at Greenfield Cemetery.

His life's work helped shape the identity of Arthur and Wellington North, proving that limitations are no match for passion and purpose.

Even now, decades after his final edition went to print, Rixon Rafter's story continues to echo through Wellington North. His legacy isn't just ink on paper; it's the enduring belief that one person, no matter the odds, can inform, inspire, and uplift an entire community. In remembering Rafter, we don't just honour a newspaperman - we celebrate a storyteller who never needed sight to see the heart of Arthur.

*Submitted by the Wellington North Cultural Roundtable*



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

**BY-LAW NUMBER 055-2025**

**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  
AUGUST 25, 2025**

**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 August 25, 2025 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 25TH DAY OF AUGUST, 2025.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**