

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
SUPPLEMENTARY AGENDA OF REGULAR COUNCIL MEETING
SEPTEMBER 8, 2025 AT 2:00 P.M.
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:00 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/81558149045>

Or join by phone:

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

Webinar ID: 81558149045

BY-LAWS

- a. By-law Number 057-2025 being a by-law to authorize the execution of a Development Agreement on Part Lot G MacDonald's Survey Part 2, 61R22213; Township of Wellington North

Recommendation:

THAT By-law Number 046-2025 and 056-2025 be read and passed.

CONFIRMING BY-LAW

Recommendation:

THAT By-law Number 058-2025 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 September 8, 2025 be read and passed.

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

BY-LAW NUMBER 057-2025

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

PIN: 71054-0188 (LT)

WHEREAS Aitken Custom Framing Limited and Jason William Aitken are the owners of the subject lands.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby ENACTS AS FOLLOWS:

1. The Mayor and the Clerk are authorized and directed to execute a Development Agreement with the Owners in the form, or substantially the same form attached as Schedule A.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 8TH DAY OF SEPTEMBER, 2025**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2025.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

-and-

AITKEN CUSTOM FRAMING LIMITED

(the “Owner”)

OF THE SECOND PART

-and-

JASON WILLIAM AITKEN

(the “Owner”)

OF THE THIRD PART

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “lands”);
- B. The Township is the owner of Cork Street, Mount Forest, the streets upon which the lands front described in Schedule “B” (the “Township Streets ”);
- C. The Township Service Connection Policy require the Owner to enter into an agreement with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”)

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

- 1. **Building Permits.** In consideration of the Township issuing a building permit to the owner, the Owner covenants and agrees not to apply for an occupancy permit for the Development Lands until all of the requirements under paragraphs 2, 3, 6 and 8 of this Agreement have been carried out to the satisfaction of the Township.
- 2. **Construction of the Works.** The Owner covenants and agrees to construct and improve that portion of the Township Streets including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule “C” (the “Works”), in accordance with the engineer’s drawings and to the standard and satisfaction of the Township.
- 3. The parties agree to pay their share of the estimated costs of the Works described in Schedule “D” (the “Estimated Costs of the Works”). The Owner shall pay its share of the Estimated Cost of Works as detailed in Schedule “D”. Notwithstanding the Estimated

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

4. The Owner covenants and agrees to register easements in gross favour of the Owner for storm drainage including catch basins, storm drains and storm swales to the satisfaction of the Township.
5. **Obligation to Grade and Maintain Grading on the Development Lands.** The Owner shall submit an engineer's design for the grading of the Development Lands to the satisfaction of and for the approval by the Township in its absolute discretion (the "Approved Grading Plans").
6. The Owner shall construct the development and grade the Development Lands pursuant to the Approved Grading Plans. The Owner and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the Approved Grading Plans by the construction, erection or placement thereon of any damming device, building, structure or other means. The Owner and all subsequent owners of the lands shall maintain the grading of each lot of the Development Lands in accordance with the Approved Grading Plans. The Township may direct the Owner or subsequent owner to remedy any default in compliance with this paragraph failing which the Township may remedy such default at the Owner or subsequent owner's expense, the cost of which may be added to the tax roll and collected in the same manner as taxes.
7. **Engineering Inspection.** During construction and installation of the Works, the Township shall have onsite engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer's plans.
 - (i) The Owner shall employ engineers registered with Professional Engineers Ontario and approved by the Township to provide the field layout.
 - (ii) The Township shall provide full-time supervision inspection of construction.
8. **Security.** Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker's draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered bank satisfactory to the Township, and in an amount of ONE HUNDRED AND SEVENTY TWO THOUSAND EIGHT HUNDRED AND THIRTY THREE DOLLARS AND FIFTY CENTS (\$172,833.50) as found in Schedule D, to guarantee all the provisions of this Agreement pertaining to the Works (the "Security Deposit"). The Security Deposit shall be equivalent to 100% of the Owner's share of the Estimated Costs of the Works. No interest shall be payable on any such security deposit.
 - (i) Hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of the Security Deposit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the Security Deposit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- (ii) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the Security Deposit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding section 8 to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the Security Deposit until such time as such work is completed to the satisfaction of the Township or the Township has sufficient security to ensure that such work will be completed.
9. The Security Deposit shall be kept in full force and effect until such time as the Owner confirms and the Township accepts that:
- (i) the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in paragraph 11 below;
 - (ii) the Owner has completed the grading as described in paragraph 6 above; and
 - (iii) the Owner has performed all of its obligations under this Agreement.

Notwithstanding compliance with the foregoing, the Owner acknowledges that when the work is completed to the satisfaction of the Township Engineer, the Security may be reduced to an amount equal to ten (10%) per cent of the original amount determined by the Township Engineer and shall not be further reduced until the Township Engineer has approved the works at the end of the Maintenance Period as defined in paragraph 10 and subject to paragraph 10. No interest shall be payable on any such security deposit. The Township will not be required to provide final acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

10. **Maintenance Period.** Subject to paragraph 11 below, the Owner guarantees the performance of the Works for a period of two (2) years after the completion of the Works (the “maintenance period”).
11. Upon expiry of the maintenance period, the Owner shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice. The Township engineer will not be required to perform a maintenance clearance inspection during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.
12. **As-Built Drawings.**

The Owner covenants and agrees to have the Owner’s Engineer prepare and submit within six (6) months from the completion of the Works and the Approved Grading Plans, the Owner shall file with the Township for review in electronic file (PDF) format. Once approved by Township staff, the Owner shall submit three (3) bound paper sets of drawings

printed on 24" x 36" paper copies and electronic files (PDF **and** AutoCAD or similar **and** GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.

The Owner covenants and agrees to have the Owner's Engineer prepare and submit to the Township within six (6) months of completion of the Works an individual Service Record Sheet (SRS) on 8.5" x 11" paper for each property. SRS to be submitted to the Township's Development Technologist for review, until approved, at which time the Township requests three (3) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.

13. **The Township's Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 2 – 11 have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township's own third party review costs relating to approvals required from the Township under this Agreement.
14. **Local Services.** The Owner acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 53 of the Planning Act and these are local services pursuant to subsection 59 (2) of the Development Charges Act, 1997 installed by or paid for by the Owner.
15. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of the Township passed under the Development Charges Act, 1997 with respect to the development of the Development Lands.
16. **MECP Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement of any of the Works and obligations requiring such permit or certificate.
17. **Insurance.** The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that

may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, with the Township and the Township's consulting engineer as additional insurers, and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 11 (e) of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. A Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled, or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- (i) If requested by the Township and prior to the commencement of the Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
 - (ii) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
 - (iii) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
18. **Registration of Agreement.** This Agreement shall be registered against the lands prior to the issuance by the Township of a clearance letter to the Wellington County Land Division Committee of the severance conditions for the Consent Approval.
19. **Construction Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon Township Streets or any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
20. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.

21. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.
22. **Enforcement.** The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.
23. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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

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

ANDREW LENNOX - Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

AITKEN CUSTOM FRAMING LIMITED

Per:

Shawn Aitken - President
I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 9331 Road 1 North, RR 1, Harriston, ON, N0G 1Z0

DEVELOPER'S PHONE NUMBER: 519-323-8581

DEVELOPER'S EMAIL ADDRESS: shawn.aitken@hotmail.com

Per:

Jason William Aitken

DEVELOPER'S MAILING ADDRESS: 391 London Rd. S, Mount Forest, ON, N0G 2L2

DEVELOPER'S PHONE NUMBER: 519-321-9272

DEVELOPER'S EMAIL ADDRESS: chalmersaluminum@gmail.com

Schedule “A”
DESCRIPTION OF THE LANDS

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

PART PARK LOT 10 S/S PRINCESS ST PLAN TOWN OF MOUNT FOREST PART 1
PLAN 61R21401; TOWNSHIP OF WELLINGTON NORTH

PIN: 71053-0512 (LT)

LRO #61

Schedule “B”
DESCRIPTION OF THE TOWNSHIP STREETS

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

1. Cork Street, Mount Forest

PT LT I SURVEY MACDONALD’S MOUNT FOREST AS IN CN3613; PKLT 10
S/S PRINCESS ST PL TOWN OF MOUNT FOREST MOUNT FOREST;
WELLINGTON NORTH

PIN: 71054-0001 (LT)

Schedule “C”
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED

The Works shall be constructed in accordance with the drawings issued by MTE Engineering, project number 61338_002 and approved by the Township Engineer and such other plans submitted and approved by the Township Engineer.

Approved Documents

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
C2.1	Site Grading and Servicing Plan	2	MTE Engineering
C2.2	Construction Notes and Details	2	MTE Engineering

Estimate

ESTIMATE # 1214
DATE 07/09/2025

Accepted Date

**Schedule “E”
SPECIAL PROVISIONS**

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.

- The Owner agrees to provide the Township with, prior to the execution of this Agreement by the Township, to pay the sum of \$9,463.75 contributions in form of a bank draft or certified cheque as a prepayment of the Owner’s share of the cost for installation of future sidewalk on the east side of Cork Street in Mount Forest, along the frontage of the development. Timing and construction of future sidewalk will be determined by the Township at a future date.
- The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner’s cost and expense, including the buried stormwater works, catch basins, storm swales and perimeter fence, and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
- All offsite works within Cork Street municipal road allowance to be constructed at the same time for all 9 units. A Service Connection Permit is required.

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

BY-LAW NUMBER 058-2025

**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
SEPTEMBER 8, 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 September 8, 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 8TH DAY OF SEPTEMBER, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK