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**TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
2250820 ONTARIO INC.

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**TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2012, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH.
(hereinafter called the "**Township**")

PARTY OF THE FIRST PART

- and -

2250820 ONTARIO INC.
(hereinafter called the "**Developer**")

PARTY OF THE SECOND PART

W H E R E A S:

- A. Developer is the owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Plan Approval pursuant to section 41 of the Planning Act;
- B. The property is within a designated site plan control area and the Township requires that the Developer enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be developed and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Developer's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Developer in making application for site plan approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, drawings showing plan, elevation and cross-section views for each building or structure and to include all matters as contemplated by section 41 of the Planning Act. The plan(s) and drawings described in Schedule "B" [hereinafter called the "Approved Plan(s)] shall be deemed to have been approved by the Township upon execution and registration of this Agreement.

2.2 Filing of plan(s)

Ten (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the development of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Developer's covenant to implement plan(s)**

The Developer covenants and agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Developer's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Building By-law or the Ontario Building Code and shall issue a stop work order until such breach is rectified. The Developer acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the Developer or the then-registered owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Developer or then-registered owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of then-registered owner of the Land.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Developer shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with cash or an irrevocable standby Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Developer on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The cash or Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Developer shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with cash or an irrevocable standby Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The cash or Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Developer fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Developer after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Developer agrees to pay to the Township all reasonable costs incurred by the Township in connection with the development of this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Developer's agreement to indemnify

The Developer agrees on behalf of himself, his heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Developer pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Developer, his servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Developer shall supply the Township with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Developer, his servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a building permit is not issued and construction commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Developer which revisions shall be accepted and implemented by the Developer.

8.2 Phasing of Site Development

The Developer agrees that all buildings, structures, works and features illustrated on the Approved Plan(s) shall represent the total development on the property. The Developer also agrees that any future development beyond the approved plans will be subject to any additional site plan agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Developer agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Developer's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Developer or the then-registered owner of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Developer or then registered owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of then-registered owner of the Land.

9.2 Specific maintenance obligations

The Developer covenants with the Township as follows:

(a) that he shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "C", if applicable, in good condition and repair;

(b) that at any time or times that the building(s) on the Lands are occupied or are in use he shall ensure that all driveways, parking spaces more specifically for staff and visitors as well as required access points are cleared of snow within twelve (12) hours of any major snow storm (which shall be deemed to be an accumulation in excess of 5cm of snow in any twenty-four hour period) and that if snow is stored on the Lands he shall ensure that it is stored in a location which does not reduce the number of staff and visitor parking

spaces illustrated on the Approved Plan(s); alternatively he shall arrange for the removal of such snow at his sole expense.

(c) that he shall ensure that all required signs, parking spaces and lane markings identified on the Approved Plan(s) are properly painted and maintained and that it shall ensure that each such sign and parking space or lane is clearly delineated at all times.

In the event that the Developer, or then registered owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 13.2 hereof shall apply.

ARTICLE 10 - CONVEYANCES AND EASEMENTS

10.1 Developer's obligation to provide

The Owner shall within a period of two (2) years from the date of execution of this agreement convey without charge to the Township or the County of Wellington, as the case may be, the lands and/or easements, if any, described in Schedule "D". The Developer shall pay all legal and survey costs associated with such conveyances and easements. The title to any land or easement so conveyed shall be certified to the applicable Transferee by Developer's solicitor as being good and marketable and free from any restriction or encumbrance at Developer's expense.

The Township or the County of Wellington shall provide written notice to the Owner of the requirement to provide such conveyance or easement within the two (2) year period following execution of this agreement.

ARTICLE 11 - ENCUMBRANCERS' CONSENT AND ACKNOWLEDGMENT

11.1 All encumbrancers to consent prior to permit issuance

The Developer shall at his cost have any person (herein called an "encumbrancer") having a mortgage, lien, right or encumbrance affecting the Lands execute this Agreement to consent to its terms or shall provide a registered postponement agreement wherein each such encumbrancer postpones his, her, or its interest in the said lands in favour of the Township's interest under this Agreement. No building permit will be issued for the Lands until this Article has been complied with. Wherever this Agreement is executed by an encumbrancer such person agrees that his, her or its interest in the Lands shall be subject to all terms of this Agreement.

ARTICLE 12 - REGISTRATION OF AGREEMENT

12.1 Registration prior to permit issuance

This Agreement will be registered against the title to the Lands and the Developer will pay for the cost of registration.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: 2250820 Ontario Inc.
188 Brookside Road
Richmond Hill, ON L4C 9W5

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
RR 3
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

13.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Developer acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

13.3 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

13.4 Covenants as restrictive covenants

So far as may be, the covenants of the Developer herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Developer, its heirs, executors, administrators, successors and assigns as owner and occupier of the said land from time to time.

13.5 No permit if money owed to Township

The Developer hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Developer shall ensure that all taxes owing by him to the municipality on all other properties owned by the Developer elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No building permit will be issued with respect to the Lands until this Article has been complied with.

13.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

13.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

13.8 No assignment without consent

The Developer shall not assign this Agreement until all works and facilities required by this Agreement have been completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

13.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

13.10 Developer's acceptance of agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

13.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

**THE CORPORATION OF THE TOWNSHIP OF
PUSLINCH**

per:

Dennis Lever, Mayor

per:

Brenda Law, Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

2250820 ONTARIO INC.

per:

Name: Position:

I/We have authority to bind the Corporation

DRAFT

SCHEDULE "A"

DESCRIPTION OF LANDS

Rear Part Lot 27, Concession 7, Township of Puslinch

DRAFT

SCHEDULE "C"**ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))****1. Covenants and Restrictions to be Registered**

The Developer shall ensure that the covenants and restrictions set forth below shall be incorporated into every Agreement of Purchase and Sale and each Transfer [Deed] for a part of or an interest in the Lands:

The purchaser/transferee covenants as follows:

- (i) the purchaser/transferee covenants and agrees that the grading and drainage including all swales and stormwater management system for the within-described land shall at all times conform to the Approved Site Plan for the Lands referred to in the Site Plan Agreement with the municipality and shall not be altered without the written approval of the municipality;
- (ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the sewage treatment and tile field systems;
- (iii) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools if permitted) shall require the approval of the Township;
- (iv) the purchaser/transferee covenants and agrees to maintain any fencing or retaining wall on the within-described lands in good condition if such fencing or wall was erected as a requirement of the original site plan agreement affecting the lands and, when necessary, replace same from time to time with a fence or wall made of the same of similar materials and of the same standard as specified in the site plan agreement; and further covenants that it shall not construct any additional fences on the within described lands;
- (v) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the building(s) on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she/they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan;
- (vi) the purchaser/transferee covenants and agrees to maintain all trees, shrubs and vegetation illustrated on the site plan affecting the lands in healthy condition and where such have died to replace same with plant materials of the same type as originally approved.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands, the lands conveyed to the Township by the Transferor herein and for the benefit of the roads and streets abutting the within-described lands.

2. Parkland Dedication

The Developer is required to pay cash in lieu of parkland dedication for the project. The amount payable to the Township of Puslinch is \$500.00.

3. Stormwater Management

If it is determined that the scope of the project impacts the stormwater drainage from the property, the Developer shall prepare a stormwater drainage plan and report for the approval of the Township of Puslinch, Grand River Conservation Authority, and the Ministry of the Environment (if applicable).

The final stormwater drainage plan shall include:

- the means by which potential contaminants from the site will be controlled and contained on-site to prevent any impact to the surface or groundwater regimes, and
- an operation, maintenance, ground and surface water monitoring and contingency plan to ensure the proposed stormwater drainage system function in accordance with the approved design.

A Professional Engineer shall be retained by the Developer to perform site review for the construction of the stormwater drainage system and upon completion shall provide a letter of certification to the Township certifying that the stormwater drainage system has been constructed in accordance with the approved plans.

4. Landscaping

The Developer shall landscape the site with perimeter vegetation planting and surface cover.

All grassed areas are to be topsoiled (minimum 100 mm).

Planting of trees and shrubs shall be provided by the developer in accordance with the approved site plan. All plantings shall be located on the site in areas that do not obstruct sight visibility at entrances and shall not be located within a sight triangle area.

5. Fencing

Where applicable chainlink fencing (1.8 m high) shall be provided around the site and any stormwater management pond area. The fence shall have a lockable gate(s) of sufficient size (minimum 4 m) to provide for access and maintenance equipment access to the stormwater management pond.

A solid privacy fence shall be installed to screen the outdoor storage area from all public roads. The privacy fencing shall be in addition to the natural material landscape screening.

6. Garbage Enclosures

Where an outdoor garbage storage area is proposed, the garbage container, receptacle, etc. shall be enclosed by a board fence, or similar solid construction, of sufficient height to provide a barrier to animals and a visual screen to the neighbouring properties and adjacent roads. The Township, prior to the construction of the enclosure, shall approve the exterior treatment materials, detailed design and standards of construction.

7. Exterior Lighting

Where exterior building lighting or area lighting is proposed, the lighting envelope shall be confined to the site and shall not spill over or cast a glare onto adjacent properties or abutting roads.

8. Signs

All signs shall be in accordance with the regulations of the Township and/or County of Wellington sign bylaw and setback requirements. Sign location and setback shall be approved prior to construction of the sign by the authority having jurisdiction.

9. Certification of Works

Prior to the final building inspection, the Developer's consultant shall provide a letter of compliance to the Township Clerk certifying that:

- the site grading and drainage system

have been constructed in accordance with the approved plans.

10. Storm Water Drainage Maintenance

The Developer shall maintain the storm water drainage system in accordance with the approved site plan drawings.

11. Financial Security Deposit

The Developer, at the time of signing the Site Plan Agreement, shall deposit cash or an irrevocable letter of credit to the Township of Puslinch, to guarantee the construction of the on-site grading and drainage, services, landscaping, and stormwater management system.

The letter of credit values shall be the sum of the following:

Township of Puslinch

a) 50% of site servicing costs.	50% of	<u>\$174,000.00</u>	<u>\$87,000.00</u>
b) 50% of landscaping costs	50% of	<u>\$14,000.00</u>	<u>\$7,000.00</u>
c) 2% of construction costs of items (a) and (b) for Township engineering review	2% of	<u>\$188,000.00</u>	<u>\$3,760.00</u>
d) Site grading and drainage deposit = \$2,000.00 per ha.	(minimum)	<u>\$2,000.00</u>	<u>\$2,000.00</u>
		Total Deposit	\$99,760.00

The estimated value of the construction costs shall be determined by the Developer's engineers and approved by the Township's consulting engineers.

SCHEDULE "D"

CONVEYANCES AND EASEMENTS REQUIRED

Convey to the Township of Puslinch:

No conveyances and easements are required.

Convey to the County of Wellington

No conveyances and easement are required.

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SCHEDULE "E"

SPILL MANAGEMENT AND CONTINGENCY PLAN**EMERGENCY CONTACT INFORMATION:**

The following phone numbers must be posted for Quick Reference by any staff member in the event of an emergency.

SITE OWNER:	Petro Gold Inc. Eugene and Alex Shcolyar 182 Brookside Road Richmond Hill, ON L4C 9W5
STATION ADDRESS:	311 Brock Street South Township of Puslinch
FIRE DEPARTMENT:	<u>CALL 911</u>
POLICE SERVICES:	<u>CALL 911</u>
AMBULANCE:	<u>CALL 911</u>
WASTE MANAGEMENT:	<u>T.B.D.</u>
MINISTRY OF ENVIRONMENT:	Spill Action Centre 1-800-268-6060
MUNICIPALITY:	Township of Puslinch 519-763-1226
RETAILER:	<u>T.B.D.</u>
SALES REPRESENTATIVE:	<u>T.B.D.</u>
SUPPLY POINT:	<u>T.B.D.</u>
EMERGENCY STATION CONTACT NUMBER:	<u>STATION MANAGER T.B.D.</u>

SPILL RESPONSE MATERIALS:**Location & Contents**

- A 10 to 20 litre container, preferably plastic to avoid corrosion, of absorbent should be placed on each island with a hand trowel inside.
- Elsewhere on the site should be a "spill kit" containing 2 – 30 litre bags of absorbent, storm sewer covers, a non-sparking shovel, a broom, absorbent pads, gloves.

How to Use the Materials

- For small spills at the island, from overtopping or leaking hoses/nozzles, take the absorbent from the container on the island. Using the trowel, scatter the absorbent material over the spill. Use the broom to move the absorbent over the area of the spill and to soak up the fuel. Clean up the absorbent using the non-sparking shovel and place in a container for disposal.
- For larger spills where fuel is flowing across the surface, use the absorbent from the large bags to create a barrier and prevent the fuel from flowing off the service station property. Use the storm sewer covers, or any other handy material (cardboard, garbage bags, etc.) to cover drains and sewer connections to prevent fuel from getting into underground drainage systems. Use the absorbent pads to soak up fuel or as part of the barrier to prevent it moving off the property. For larger spills, you should call for assistance from the fire department, your supplier and/or a maintenance contractor.

SPILL MANAGEMENT PROCEDURES:**Spills at Pump Island**Small Spill – Less than 10 Litres

- Stop flow of all product
- Shut off power to the pump island of the area of the spill
- Advise all customers – protect human life
- Do not start any vehicles, if safe to do so push away from the area of the spill
- Spread absorbent material over the spill area. Make sure that you use enough to clean the spill area completely
- Have fire extinguishers with you when cleaning up the spill
- If anyone has been splashed with fuel from the spill:
 - Keep them away from any source of ignition
 - Slowly remove their clothing
 - Have them wash off affected areas before putting on clean clothing

Large Spill – Over 10 Litres

- Shut off power to the pump island or in the area of the spill
- Advise all customers – protect human life
- Call the Fire Department
- Shut off source of spill if possible. Do not enter spill area
- Do not start any vehicles, if safe to do so push away from the area of the spill
- Keep a fire extinguisher handy in case of fire
- Try to barricade the spill from going into the sewers. Absorbent or other material can help
- Call the designated emergency contact. This person will advise environmental and other government authorities
- If anyone has been splashed with fuel from the spill:
 - Keep them away from any source of ignition
 - Slowly remove their clothing
 - Have them wash off affected areas before putting on clean clothing