

2013 BUILDING REPORT

	<u>VALUE OF CONSTRUCTION</u>		<u>PERMIT FEES COLLECTED</u>		<u>% CHANGE</u>	<u>PERMITS ISSUED</u>
	<u>2012</u>	<u>2013</u>	<u>2012</u>	<u>2013</u>		
January	\$1,552,000.00	\$2,323,300.00	\$17,445.00	\$30,628.95	150%	12
February	\$1,338,000.00	\$398,000.00	\$14,410.00	\$2,000.00	30%	4
March	\$68,000.00	\$2,937,000.00	\$1,447.00	\$38,663.85	4319%	20
April	\$1,824,500.00	\$855,500.00	\$17,813.00	\$12,814.00	47%	12
May		\$0.00		\$0.00		
June		\$0.00		\$0.00		
July		\$0.00		\$0.00		
August		\$0.00		\$0.00		
September		\$0.00		\$0.00		
October		\$0.00		\$0.00		
November		\$0.00		\$0.00		
December		\$0.00		\$0.00		
TOTALS TO DATE		\$6,513,800.00		\$84,106.80		48
2012 COMPARISON		\$4,782,500.00		\$51,115.00		38
Total % CHANGE		136%		165%		126%

MINUTES

DATE: Tuesday, April 23, 2012

TIME: 10:00 A.M.

The Audit Committee Meeting was held on the above date and called to order at 10:00 a.m. in the Council Chambers, Aberfoyle.

ATTENDANCE: All members of the Committee, Mayor Lever ex-officio.

OTHERS IN ATTENDANCE:

- Murray Short, RLB, Chartered Accountants and Business Advisors
- Betty Coburn, Deputy Treasurer
- Karen Landry, CAO/Clerk

1. **CALL THE MEETING TO ORDER**

Councillor Stokley called the meeting to order.

2. **DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF**

None.

3. **ADOPTION OF THE MINUTES**

Recommendation No. 2013-001: Moved by Dennis Lever and Seconded by Jerry Schmidt

THAT the minutes of the following meetings be adopted as written and distributed:

- Audit Committee held April 13, 2012
- Closed Audit Committee held April 13, 2012

CARRIED.

4. **REGULAR BUSINESS**

1. **Township of Puslinch Consolidated Financial Statements for Year ended December 31, 2012.**

Murray Short reviewed the consolidated Financial Statements and responded to questions by members.

Staff were requested to look into the development of policies regarding cash-handling and the distribution of surplus funds to designated reserves.

6. **ADJOURNMENT:**

The meeting adjourned at 10:46 a.m.

Wayne Stokley, Chair

Karen Landry, CAO/Clerk

10(B)



RESOLUTION
MUNICIPAL COUNCIL
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

2013-

Date: May 1, 2013

Moved by: _____ Seconded by: _____

WHEREAS the floor at the Puslinch Community Centre needs to be repaired and refinished or replaced;

AND WHEREAS the Recreation Committee has received information and pricing for refinishing and replacing the floor;

AND WHEREAS the Recreation Committee has put a significant amount of time into obtaining information on the various options available for replacing the floor;

AND WHEREAS Council included in the 2013 Budget funds to repair and refinish the floor;

AND WHEREAS Council also included in the 2014 Capital Forecast funds to replace the floor;

AND WHEREAS the Recreation Committee at its meeting held on March 19, 2013 had discussions regarding the refinishing versus replacing the floor;

AND WHEREAS two flooring contractors have indicated that the floor can be sanded and refinished together with completing the necessary repairs and replacement that will greatly enhance and preserve the existing floor to an acceptable standard;

AND WHEREAS "Parquet" flooring is still being installed in new facilities due to its durability and performance capabilities;

AND WHEREAS it is feasible to realize several more years of usability with the existing floor upon carrying out the necessary repairs, refinishing and proper maintenance;

RECORDED VOTE	YES	NO	CONFLICT	ABSENT
Councillor Schmidt				
Councillor Roth				
Mayor Lever				
Councillor Stokley				
Councillor Fielding				
TOTAL				

MAYOR: _____

CARRIED	LOST
---------	------



**RESOLUTION
MUNICIPAL COUNCIL
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**

2013-

Date: May 1, 2013

Moved by: _____ Seconded by: _____

AND WHEREAS Council deems it expedient to pursue obtaining details and pricing associated with repair and refinishing the floor;
NOW THEREFORE Council for the Township hereby directs staff to obtain detailed information and costs in accordance with the Township's purchasing by-law on the work that is required to repair, sand and refinish the existing floor at the Puslinch Community Centre, time required to complete the work, life expectancy once the work is completed and the annual costs associated with maintaining the floor and report back to Council on the results;

AND FURTHER THAT the Recreation Committee be advised of the steps being undertaken by staff.

RECORDED VOTE	YES	NO	CONFLICT	ABSENT
Councillor Schmidt				
Councillor Roth				
Mayor Lever				
Councillor Stokley				
Councillor Fielding				
TOTAL				

MAYOR: _____

CARRIED	LOST
---------	------

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**BY-LAW NUMBER 34/13**

BEING A BY-LAW AUTHORIZE THE ENTERING INTO OF A SITE ALTERATION AGREEMENT WITH 2354084 ONTARIO LIMITED

WHEREAS the Municipal Act, S.O. 2001, c. 25, authorizes a municipality to enter into agreements;

AND WHEREAS the Council for the Corporation of the Township of Puslinch deems it expedient to enter into a Site Alteration Agreement with 2354084 Ontario Limited;

NOW THEREFORE the Corporation of the Township of Puslinch enacts as follows:

1. **THAT** the Corporation of the Township of Puslinch enter into a Site Alteration Agreement with 2354084 Ontario Limited for lands described as Part Lot 25, Concession 8, being Parts 1, 2, 3 and 4 on Reference Plan 61R-11888, Township of Puslinch, County of Wellington.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the said Site Alteration Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 1st DAY OF MAY 2013.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2013, 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 -

2354084 ONTARIO LIMITED
(hereinafter called the "Owner")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded 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 Owner'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 Owner in making application for site alteration 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, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)"] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (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 alteration 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.

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
2354084 ONTARIO LIMITED

I N D E X

	Page No.
ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT.....	3
1.1 Legal description.....	3
ARTICLE 2 - IDENTIFICATION OF PLAN(S).....	3
2.1 Approved plan(s).....	3
2.2 Filing of plan(s).....	3
ARTICLE 3 - SPECIAL REQUIREMENTS.....	3
3.1 Additional requirements and provisions.....	3
ARTICLE 4 - IMPLEMENTATION OF PLAN(S).....	4
4.1 Owner's covenant to implement plan(s).....	4
4.2 Township's right of entry.....	4
4.3 Stop work orders.....	4
4.4 Notice to comply.....	4
ARTICLE 5 - FINANCIAL ASSURANCES.....	4
5.1 Security requirement - public lands.....	4
5.2 Security requirement - subject lands.....	4
5.3 Township's right to draw upon security.....	4
5.4 Release of Security.....	4
5.5 Township's Expenses.....	5
ARTICLE 6 - INDEMNIFICATION.....	5
6.1 Owner's agreement to indemnify.....	5
ARTICLE 7 - LIABILITY INSURANCE.....	5
7.1 When liability insurance required.....	5
ARTICLE 8 - TIME LIMITS FOR COMPLETION.....	5
8.1 Consequences of delay.....	5
8.2 Phasing of Site Alteration Works.....	5
ARTICLE 9 - MAINTENANCE OBLIGATIONS.....	5
9.1 General covenant to maintain and repair.....	5
9.2 Specific maintenance obligations.....	5
ARTICLE 10 - REGISTRATION OF AGREEMENT.....	6
10.1 Registration prior to permit issuance.....	6
ARTICLE 11 - GENERAL PROVISIONS.....	6
11.1 Notices.....	6
11.2 Township costs recoverable like taxes.....	6
11.3 Waiver.....	6
11.4 Covenants as restrictive covenants.....	6
11.5 No permit if money owed to Township.....	6
11.6 Number and Gender.....	6
11.7 Headings and Index.....	6
11.8 No assignment without consent.....	7
11.9 Ultra vires terms.....	7
11.10 Owner's acceptance of agreement.....	7
11.11 Enurement.....	7
SCHEDULE "A" Description of Lands.....	9
SCHEDULE "B" Description of Approved Plan(s).....	10
SCHEDULE "C" Additional Requirements.....	11
SCHEDULE "D" Financial Securities.....	13

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

The Owner covenants and agrees that all 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 Owner'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 Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner 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 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 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 the 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 Owner shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with cash or an unconditional irrevocable 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 Owner 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 Owner 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 unconditional irrevocable 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 Owner 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 Owner 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 Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter 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 Owner's agreement to indemnify

The Owner shall and agrees on behalf of its successors 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 Owner 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 Owner, his servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington 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 Owner, 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 site alteration permit is not issued and re-grading has not 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 Owner which revisions shall be accepted and implemented by the Owner.

8.2 Phasing of Site Alteration Works

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

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the 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 the registered Owner of the Land.

9.2 Specific maintenance obligations

The Owner 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 "B", if applicable, in good condition and repair;
- (b) that he shall ensure that all required environmental control and or monitoring devices identified on the Approved Plan(s) are properly maintained and protected from damages at all times.

In the event that the 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 - REGISTRATION OF AGREEMENT**10.1 Registration prior to permit issuance**

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

ARTICLE 11 - GENERAL PROVISIONS**11.1 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:

Owner: 2354084 Ontario Limited
Tim Sittler
127 Earl Thompson Place
Ayr, ON N0B 1E0

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.

11.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Owner 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.

11.3 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 Owner or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner, nor entitle the Owner to any similar indulgence heretofore granted.

11.4 Covenants as restrictive covenants

So far as may be, the covenants of the Owner 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 Owner, its heirs, executors, administrators, successors and assigns as Owner and occupier of the said land from time to time.

11.5 No permit if money owed to Township

The Owner 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 Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

11.6 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.

11.7 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.

11.8 No assignment without consent

The Owner 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.

11.9 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.

11.10 Owner's acceptance of agreement

The Owner 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 Owner in any such proceedings.

11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective 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:

per:

Name:

Position:

I/We have authority to bind the Corporation

SCHEDULE "A"**DESCRIPTION OF LANDS**

All those portions of Concession 8, Part Lot 25 in the Township of Puslinch, County of Wellington, that are illustrated as Parts 1, 2, 3 and 4 on Reference Plan 61R-11888.

SCHEDULE "B"

DESCRIPTION OF APPROVED PLANS

DWG. NO.	REV. NO.	DATE	DESCRIPTION	PREPARED BY
C101	7	Apr. 11, 2013	Site Plan Existing Conditions (including hand markups indicating temporary haul routes and stockpile locations)	K. Smart Associates Ltd.
C102	7	Apr. 11, 2013	Grading Plan	K. Smart Associates Ltd.
Sketch	-	Feb. 7, 2013	Elevation Sketch	ACI Survey Consultants
-	-	Apr. 29, 2013	Letter Regarding Proposed Cut/Fill Quantities	Kieswetter Excavating Inc.
-	-	Apr. 29, 2013	Map of Proposed Cut/Fill Areas	Kieswetter Excavating Inc.

SCHEDULE "C"

ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act." Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

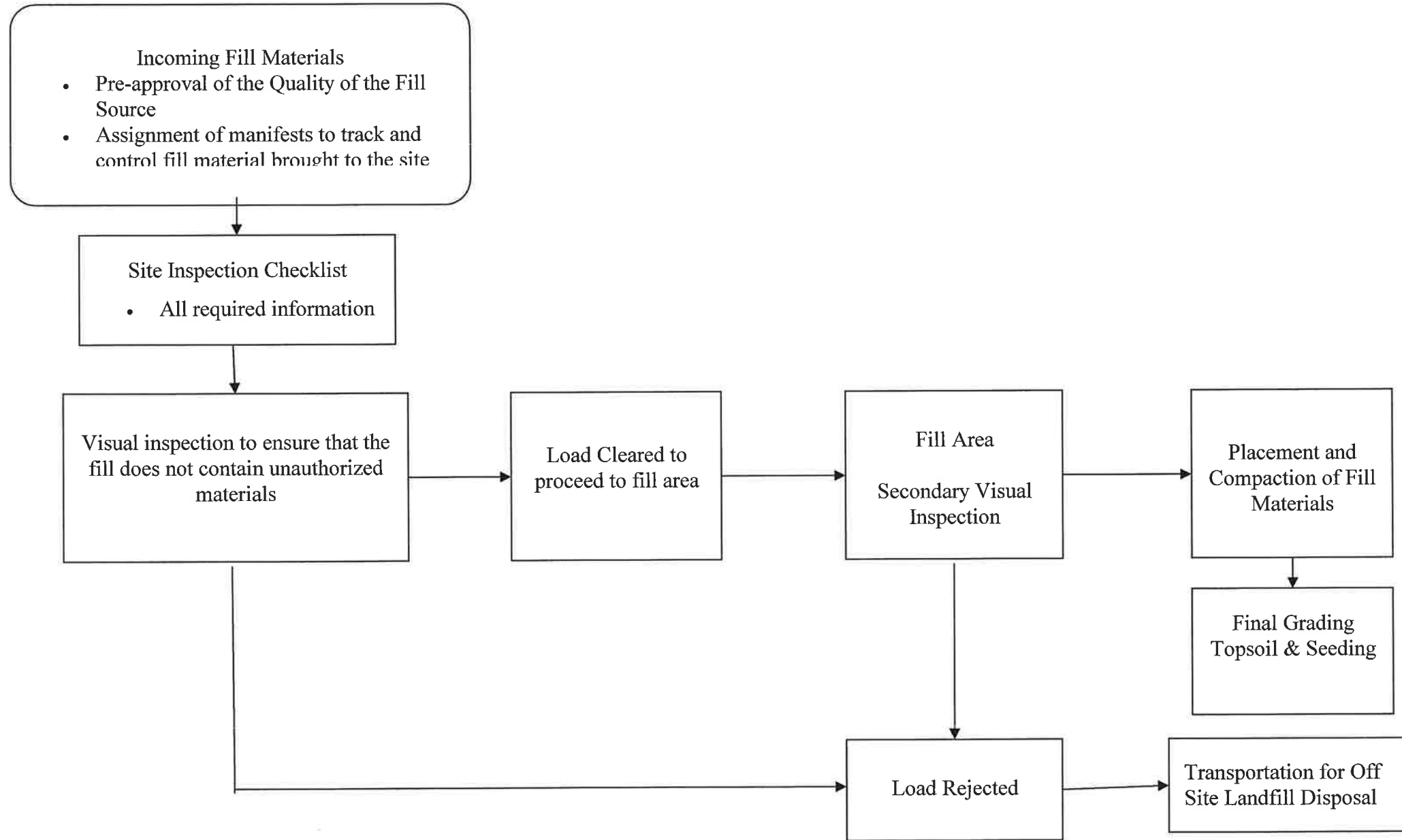
Operational Standards

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The placement of clean fill material at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>	
		<u>Time:</u>	<u>Inspected by:</u>	
<u>Driver Information:</u> Company: _____ Truck No: _____ Driver's Name: _____		<u>No. of Loads:</u>	<u>Quantity:</u> m ³	
		ACCEPTED	REJECTED	
<u>Source Information:</u> Address: _____ _____ _____		Report Provided at Source:	Type of Fill: (Check appropriate box)	
		YES NO	RESIDENTIAL	
			INDUSTRIAL	
			AGRICULTURAL	
<u>Visual Inspection Report:</u>		Load(s) Contains Clean Fill		
Primary Inspection		YES	NO	
If "NO" complete the following:				
Secondary Inspection		YES	NO	
1	Odours			
2	Unusual Discoloration			
3	Hazardous Materials (Biomedical, Flammable)			
4	Food/Domestic Waste			
5	Liquid or Sludge			
6	Construction Materials (Wood, Drywall etc.)			
7	Scrap Metals			
8	Vegetation (Stumps/Sod)			
9	Asphalt			
10	Other (Describe)			
<u>Comments:</u>				

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

SCHEDULE "D"
FINANCIAL SECURITIES

1.0 SECURITY FOR SITE ALTERATION MEASURES

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of a Letter of Credit or other agreement acceptable to the Township Treasurer, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized cash security shall belong to the Township and not to the Permit Holder.

2.0 GUARANTEE OF SITE WORKS

- 2.1 The applicant shall provide the Township with a minimum cash deposit of \$10,000.00 and a letter of credit in the amount of \$90,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.2
 - (a) The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - (b) The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
 - (c) The minimum security deposit shall be \$1,000.00.
 - (d) At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.
 - (e) Should the Township Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
 - (f) Upon the completion of the owner's undertaking, the Township will inspect the adjacent Township highways and refund the balance of the unused security deposit. Similarly, the owner will immediately reimburse the Township upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Township's highways as a result of the owner's undertaking.

- 3.3 In the case of emergency repairs or clean-up the Township Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the securities posted by the owner.
- 3.4 All decisions of the Township's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Township highways resulting from the owner's undertaking.
- 3.5 Nothing within these requirements shall preclude the authority of the Township Roads Superintendent to maintain the standard duty of care on the Township highways, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Township highways.

4.0 MUNICIPAL SERVICE FEES

- 4.1 The applicant shall pay to the Township of Puslinch a Municipal Service Fee of \$0.06/Tonne or \$0.10/c.m. of material imported to the fill site.
- 4.2 Payment is to be made to the Township at six (6) month intervals or at the completion of the project whichever occurs first.

5.0 IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER:

- 5.1 to obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
- 5.2 to request that the Township carry out a final inspection of the Site and to obtain the approval of the Chief Building Official that this by-law and the terms and conditions of the Permit have been complied with the Permit Holder.

6.0 When the provisions of sections 4.0 and 5.0 above have fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

SUMMARY OF FINANCIAL SECURITIES

A.	Site Works	(i) cash	\$10,000.00
		(ii) Letter of Credit	\$90,000.00
B.	Township Roadways (Min.)		<u>\$ 1,000.00</u>
		TOTAL DEPOSIT	\$101,000.00
C.	Municipal Service Fees		
	• Fee based upon quantity of fill material imported.		

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER 35/13

BEING A BY-LAW AUTHORIZE THE
ENTERING INTO OF AN AGREEMENT
WITH MCCLINTOCK'S TRAILER
RESORT & PRO SHOP FOR THE
PURPOSE OF TEMPORARY STORAGE
OF A MINI FIRE PUMPER

WHEREAS the Municipal Act, S.O. 2001, c. 25 authorizes a municipality to enter into agreements;

AND WHEREAS the Council for the Corporation of the Township of Puslinch Fire Department is conducting the "Puslinch Township West End Fire Protection 2013 Response Trial" commencing May 1, 2013 to October 15, 2013;

AND WHEREAS the "response Trial" requires the Township to temporarily store a Mini Fire Pumper to conduct the "Response Trial";

AND WHEREAS the Corporation of the Township of Puslinch deems it expedient to enter into an agreement regarding the temporary storage of the Mini Fire Pumper from May 1, 2013 to October 15, 2013;

NOW THEREFORE the Council of the Township of Puslinch enacts as follows:

1. **THAT** the Corporation of the Township of Puslinch enter into an Agreement with McClintock's Trailer Resort & Pro Shop for the temporary storage from May 1, 2013 to October 15, 2013 of a Mini Fire Pumper within a steel building located at McClintock Drive and Elm Street, RR 22, Cambridge for a total cost of \$1,100.00 plus HST.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Site Alteration Agreement..

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 1st DAY OF MAY 2013.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

LICENCE AGREEMENT

THIS LICENCE made the 1st day of May, 2013.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

hereinafter called the "Township"

of the FIRST PART;

- and -

**Sherron McClintock o/a McCLINTOCK'S TRAILER
RESORT AND PRO SHOP**

hereinafter called "McClintock's"

of the SECOND PART;

WHEREAS the Township requires a location to park and store one "Mini Fire Pumper" and related equipment;

AND WHEREAS McClintock's has space available within a steel building located at McClintock Drive and Elm Street, RR #22, Cambridge, ON N3C 2V4;

AND WHEREAS McClintock's is willing to grant a licence to the Township to use the steel building for the parking and storage of a "Mini Fire Pumper" and related equipment for the purpose of conducting the Puslinch Township West End Fire Protection 2013 Response Trial from the period of May 1, 2013 to October 15, 2013;

NOW THEREFORE in consideration of the sum of \$1,100 plus HST all inclusive to be paid by the Township to McClintock in accordance with the terms of this agreement, the parties hereby mutually covenant and agree as follows:

INTERPRETATION

1. The insertion of headings and the division of this Agreement into sections, sub-sections and clauses are for the convenience of reference only and shall not affect the interpretation of this Agreement.

LICENSED LANDS

2. (1) The lands that are the subject of this Agreement are located at McClintock Drive and Elm Street, RR #22, Cambridge, ON N3C 2V4 which is owned and operate by the McClintock's and legally described as Part Lot 4, Concession 1, Lots 1, 2, 26 to 36, Part Block A, Part Lake Avenue, being Parts 2, 6, 8 and 14, Reference Plan 61R-166.
- (2) The lands over which the licence is granted are delineated on the plan attached to this Agreement as Schedule "A" hereinafter referred to as the "Licensed Lands".
- (3) The Township acknowledges that it has inspected the Licensed Lands and agrees to accept them on an "as is basis".

SCOPE OF LICENCE

3. (1) The McClintock's subject to the terms and conditions of this Agreement, hereby grants a license hereinafter referred to as a "the Licence" to the Township to use the Licensed Lands solely for the purpose of:
 - a. Parking and storage of a Mini Fire Pumper and all related equipment including access to an electrical outlet for the sole use of Township employees for conducting the Puslinch Township West End Fire Protection 2013 Response Trial;
 - b. Parking of vehicles by Township employees while engaged in conducting the Puslinch Township West End Fire Protection 2013 Response Trial.
- (2) The Township shall not use the Licensed Lands for any other purpose other than the use permitted in subsection (1).
- (3) The Township shall not block access of the patrons and workers of McClintock's.
- (4) The Township shall have access to the Licensed Lands seven (7) days a week twenty-four (24) hours a day.

TERM

4. This Agreement shall commence on May 1, 2013, and shall terminate on October 15, 2013.

TERMINATION

5. Notwithstanding anything else in this Agreement, the Township or the McClintock's may at any time and for any reason, terminate this Agreement by giving thirty (30) days written notice to that effect.
6. Upon expiration of the term or earlier termination as provided for herein, the Township shall cease to use the Licensed Lands, and shall remove the Mini Fire Pumper and all related equipment.
7. The Township's obligation to make payment to the McClintock's shall cease when payment up to and including the date of termination set out in the notice has been made.

LICENCE FEE

8. (1) During the term, the Township shall pay to the McClintock's, monthly in advance commencing on the 1st day of the term, a licence fee in the amount of \$200.00 plus HST. The McClintock's acknowledge that the Township shall pay \$100.00 plus HST for the month of October.
- (2) The McClintock's shall be responsible for all utility costs.

INSURANCE

9. (1) The McClintock's shall throughout and during the term of this Agreement, and at its sole cost and expense, take out and keep in full force and effect insurance:
 - a. for all claims for property damage with a limit not less than \$2,000,000.00;
 - b. comprehensive general liability insurance with a limit not less than \$2,000,000.00
- (2) Neither, McClintock nor anyone claiming by, through, under or on behalf of the McClintock, shall have any claim against the Township, its agents or employees, for or based upon any injury, loss or damage to any person or persons or to any property upon the Licensed Lands caused by fire, explosion or any other peril covered by a standard extended coverage insurance policy or an all risk policy, except to the extent that such injury, loss or damage results or arises from the negligent act or omission of the Township or any person or persons for whom the Township is in law responsible, and McClintock's covenants and agrees that any and all policies of insurance providing coverage as aforesaid shall be forthwith endorsed with a waiver of any and all subrogation rights which might otherwise vest in the insurers of such policy of policies of insurance.

NOTICES

10. (1) Any notice required or given pursuant to this Agreement shall be sufficiently given if personally delivered, mailed by registered mail, postage prepaid at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise; or sent by email, as follows:

In the case of the Township:
The Corporation of the Township of Puslinch
7404 Wellington Road 34
Guelph, ON N1H 6H9
Attention: Karen Landry
CAO/Clerk
klandry@puslinch.ca

In the case of McClintock's:
McClintock's Trailer Resort and Pro Shop
RR #22
Cambridge, ON N3C 2V4
Attention: Sherren McClintock

or to such other address or person as either party may notify the other of in writing.
- (2) Any notice shall be deemed to have been given to and received by the party to whom it is addressed if:
 - (a) delivered, on the date of delivery;
 - (b) mailed, on the fifth day after the mailing thereof;
 - (c) email transmission before 4:30 p.m. on the date of email transmission
 - (d) email transmission after 4:30 p.m. on the next business day following email transmission

NATURE OF THE RELATIONSHIP

11. The Township and McClintock's hereby disclaim the creation hereby of a general agency, limited agency, partnership, joint venture, or employer/employee relationship. The powers and obligations of the Township and the McClintock's are therefore restricted expressly to those provided for in the Agreement and the Township and McClintock's agree that no representation will be made or acts undertaken by either of them which could establish or imply any apparent relationship of agency, partnership, or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties, representations or action of the other party to such effect.

MISCELLANEOUS

12. Time is of the essence for this Agreement.

BINDING OF SUCCESSORS

13. This Agreement shall be to the benefit of and be binding upon the parties and their respective successors and their permitted assigns, which shall include any successor to either of the parties in accordance with any legislation providing for same.

ASSIGNMENT

14. Neither party may assign its interest in this Agreement without the express written consent of the other, which consent may, notwithstanding anything to the contrary contained in this Agreement, be withheld in the sole discretion of each party.

ENTIRE AGREEMENT

15. This Agreement constitutes the entire agreement between the parties relating to the matters dealt with herein and no undertakings or agreements, verbal or otherwise exist between the parties

except as expressly set forth herein. This Agreement may not be amended or modified in any respect except by written agreement signed by the parties.

SEVERABILITY

16. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

NON-WAIVER

- 17. (1) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented to the breach.
- (2) No consent by a party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach.

FORCE MAJEURE

18. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay of failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays caused by common carriers, which cannot reasonably be foreseen or provided against.

GOVERNING LAW

- 19. (1) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada and shall be treated in all respects as an Ontario contract.
- (2) The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.

IN WITNESS WHEREOF the parties have affixed their respective hands and corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

Dennis Lever, Mayor

Karen M. Landry, CAO/Clerk
We have authority to bind the corporation.

**SHERREN McCLINTOCK o/a McClintock's Trailer
Resort & Pro Shop**

Witness

Sherren McClintock



SCHEDULE "A"

Searches

Tools

Roll Number



Scale: 1,042.85

Results

- Property Fabric Total: 1
- Info Roll Number: 2301000003168000000
- 1 2301000003168000000 Parcel: 08130415733

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER

36/13

Being a By-law to prohibit heavy vehicles on municipal highways

WHEREAS Section 11 of the Municipal Act, S.O. 2001, C. 25, authorizes municipalities to pass by-laws respecting matters within its spheres of jurisdiction;

AND WHEREAS highways, including regulating traffic on highways is within the sphere of jurisdiction of the Township of Puslinch;

NOW THEREFORE the Council of The Corporation of the Township of Puslinch hereby enacts as follows:

1. Definitions:

In this By-law:

"Heavy Vehicle" means a vehicle as defined in the Highway Traffic Act, R.S.O. 1990, c. H. 8, as amended, having an unloaded vehicle weight in excess of 4.6 tonnes.

"Highway" includes a common or public highway any part of which is intended for or used by the general public for the passage of vehicles and pedestrians and includes the area between the lateral property lines thereof.

2. No person shall move, drive or operate a Heavy Vehicle on the Highways set out in Column 1 of Schedule A attached hereto and forming part this By-law between the limits set out in Column 2 of the said Schedule.

Subsection 1 shall not apply to any Heavy Vehicle actually engaged in making delivery to or a collection from premises which cannot be reached except by way of a Highway or portion of Highway referred to in schedule or to prohibit the use of such Heavy Vehicle, for such purposes, provided that in making such delivery or collection the said Highway or portion of Highway is travelled only in so far as is unavoidable in getting to and from such premises.

Subsection 1 shall not apply to a Heavy Vehicle owned or operated by a person actually engaged in travelling to and from their place of residence or business located in the Township of Puslinch which cannot be reached except by way of Highway or portion of Highway referred to in Schedule A provided that said Highway or portion of Highway is travelled only in so far as is unavoidable in getting to and from the owner or operator's place of residence or business.

3. This By-Law shall not apply to ambulances, Police and Fire Department vehicles and any vehicle while actually engaged

in works undertaken for or on behalf of the Corporation of the Township of Puslinch, the County of Wellington, the federal or provisional government, or any utility.

4. Any person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Municipal Act* to a maximum of \$100,000.
5. Any fine imposed under this By-law shall be collected in accordance with the *Provincial Offences Act*.
6. In the event that any provision of this By-law is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
7. That By-law 43/12 is hereby repealed.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL THIS 1ST DAY OF MAY, 2013.

Dennis Lever, Mayor

Karen Landry, C.A.O./Clerk

SCHEDULE "A" TO BY-LAW NUMBER 36 /13

Column 1	Column 2
Forestell Road	Wellington Road 32 and Wellington Road 35
Pioneer Trail	Laird Road West and the Puslinch-Guelph (City) Townline/Boundary
Ellis Road	Wellington Road 33 and Wellington Road 32
Roszell Road	Puslinch-Cambridge Townline Road and Forestell Road
Victoria Road South	Wellington Road 34 and Maltby Road East
Watson Road South	Wellington Road 34 and Wellington Road 37/Arnell Road
Sideroad 12 North	Concession 4 Road and Forestell Road
Concession 7	Concession 1 and Gore Road
Gore Road	Concession 7 and Lennon Road
Concession 1	Concession 7 and Highway 6
Leslie Road	Concession 1 and Highway 6
Concession 2	Wellington Road 32 and Sideroad 20 South
Maltby Road	Victoria Road and Watson Road
Concession 4	Roszell Road and Highway 6 North
Sideroad 20 North	Wellington Road 34 and Forestell Road
Concession 7	Concession 2A and Concession 1
Concession 7	County Road 34 and Maltby Road