

14(a)

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XXX/14

BEING A BY-LAW TO AMEND THE EMERGENCY RESPONSE PLAN FOR THE COUNTY OF WELLINGTON AND MEMBER MUNICIPALITIES

WHEREAS, the Township of Puslinch passed by-law 26-10 being a by-law to adopt an Emergency Response Plan for the County and member municipalities,

AND WHEREAS, Section 3 (6) of the Emergency Management and Civil Protection Act, R.S.O. 1990 as amended states that "every municipality shall review and, if necessary, revise its emergency plan every year",

AND WHEREAS, the Emergency Response Plan has been reviewed and it has been deemed necessary to revise certain sections of the plan in accordance with the Emergency Management and Civil Protection Act.

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

1. THAT the Amendment No. 2 to the Emergency Response Plan as set out in Schedule "A" attached, is hereby adopted.
2. THAT this by-law shall come into force and effect on the day of final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3RD DAY OF SEPTEMBER, 2014.

Dennis Lever, Mayor

Karen M. Landry, CAO Clerk

SCHEDULE "A"
TO BY-LAW NUMBER 059/14 .

Amendment No. 2 to the Emergency Response Plan

The Emergency Response Plan for the County of Wellington and Member Municipalities is to be amended as follows:

- 1. That Section 4.1 Actions prior to declaration is amended by deleting the section which reads**

"When it appears that an emergency situation is imminent or has occurred but an emergency has not yet been declared, employees of the municipality may take such action that is not contrary to law, is within their mandate to take and as set out in this Emergency Response Plan in order to protect lives and property of the residents of the Municipality."

And replacing with the following:

When it appears that an emergency situation is imminent or has occurred but an emergency has not yet been declared, **Council and/or** the employees of the **County or member** municipality may take such action necessary **to respond to the situation provided** such actions are not contrary to law **and such actions** are within their departments mandate to take and as set out in this Emergency Response Plan in order to protect lives and property of the residents of the Municipality.

- 2. That Section 4.2 Notification Procedures for Municipal Emergency Control Groups is retitled **Municipal Emergency Notification Procedures**, and further **that the sixth bullet is deleted and replaced with "CAO and alternate"** which only applies to the Town of Minto.**
- 3. Section 6 –Municipal Emergency Control Groups is deleted in its entirety and replaced with the following.**

"The Emergency Management and Civil Protection act Regulation 380/04 requires each municipality to establish a Municipal Emergency Control Group. Each municipality in the County has identified representatives to participate in the municipal emergency control group for the County and for each member municipality. The roles and responsibilities of the individual members of the Municipal Emergency Control Group are set out in Section 6.2

4. **That Section 6.1 is renamed Joint Command Advisory Team. This section currently reads as follows:**

In some emergency situations, and where considered appropriate, the County and member Municipal Emergency Control Group(s) may consult and decide to request that two or more Municipal Emergency Control Groups be formed into one joint Municipal Emergency Control Group. The establishment of a combined group will be known as a Joint Municipal Emergency Control Group. Given the degree and severity at which emergencies can strike, the decision to establish a Joint Municipal Emergency Control Group may be made after consideration of the items listed in Section 4.5. The decision to form a Joint Municipal Emergency Control Group shall be vested with the Head of Councils, the CAOs and the Community Emergency Coordinator based upon the advice and recommendation of each individual Municipal Emergency Control Group involved in the Emergency. Once a decision has been made to establish a joint Municipal Emergency Control Group, the Heads of Council, CAOs and CEMC shall be responsible for meeting to determine the appropriate composition of the Joint Municipal Emergency Control Group.

Is deleted and replaced with the following:

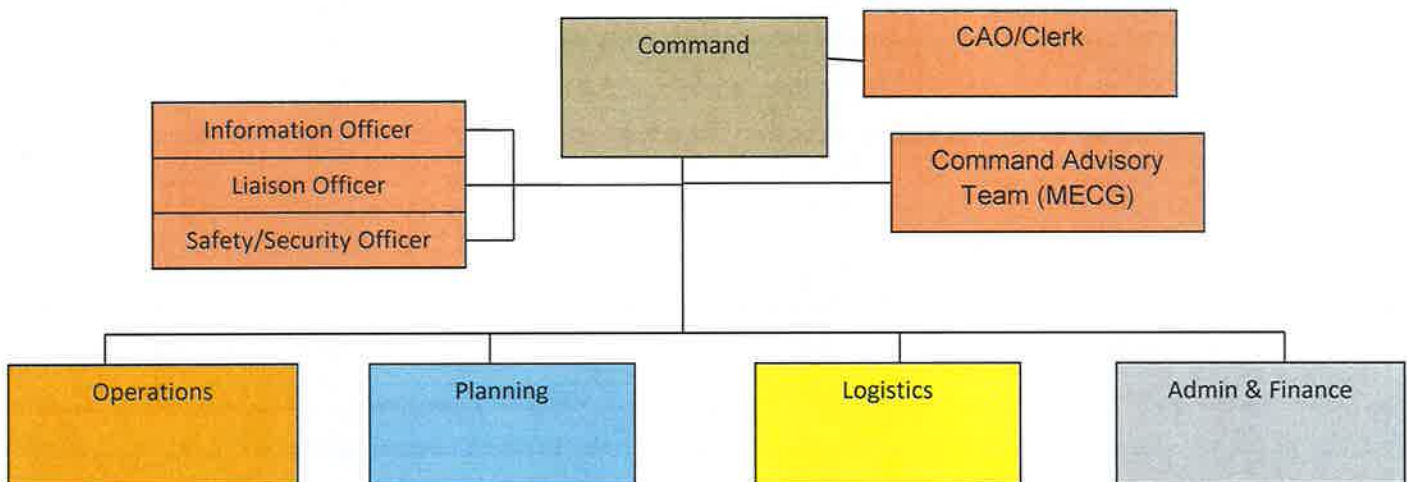
In some emergency situations, and where considered appropriate, the County and member Municipalities may consult and decide **that the formation of a joint Command Advisory Team is necessary and appropriate given the emergency situation (either declared in one or more municipalities or not declared)**. The decision to establish a joint **Command Advisory Team** may be made after consideration of the items listed in Section 4.5 **of this Plan particularly when the emergency will affect three or more member municipalities such as a tornado, snow storm, ice storm, health emergency or foreign animal disease emergency. This decision shall be made in consultation** with the Heads of Council, CAOs, Emergency Manager/CEMC **and/or alternates** of the affected municipalities. Once a decision has been made to establish a Joint Command Advisory Team, **the Heads of Council, CAOs and Emergency Manager/CEMC may comprise the Team members and/or determine the appropriate team composition to respond to the emergency situation.**

5. Section 7, subsection 7.1 - Emergency Operations Centre is amended by deleting the words **“and assumes command of the response as set out in this section.”**

6. That Section 7 is amended by deleting the paragraph and flow chart immediately following the words “7. Monitor plan- future meeting” and replaced it with the following new Section 7.5, Section 7.6 and 7.7 :

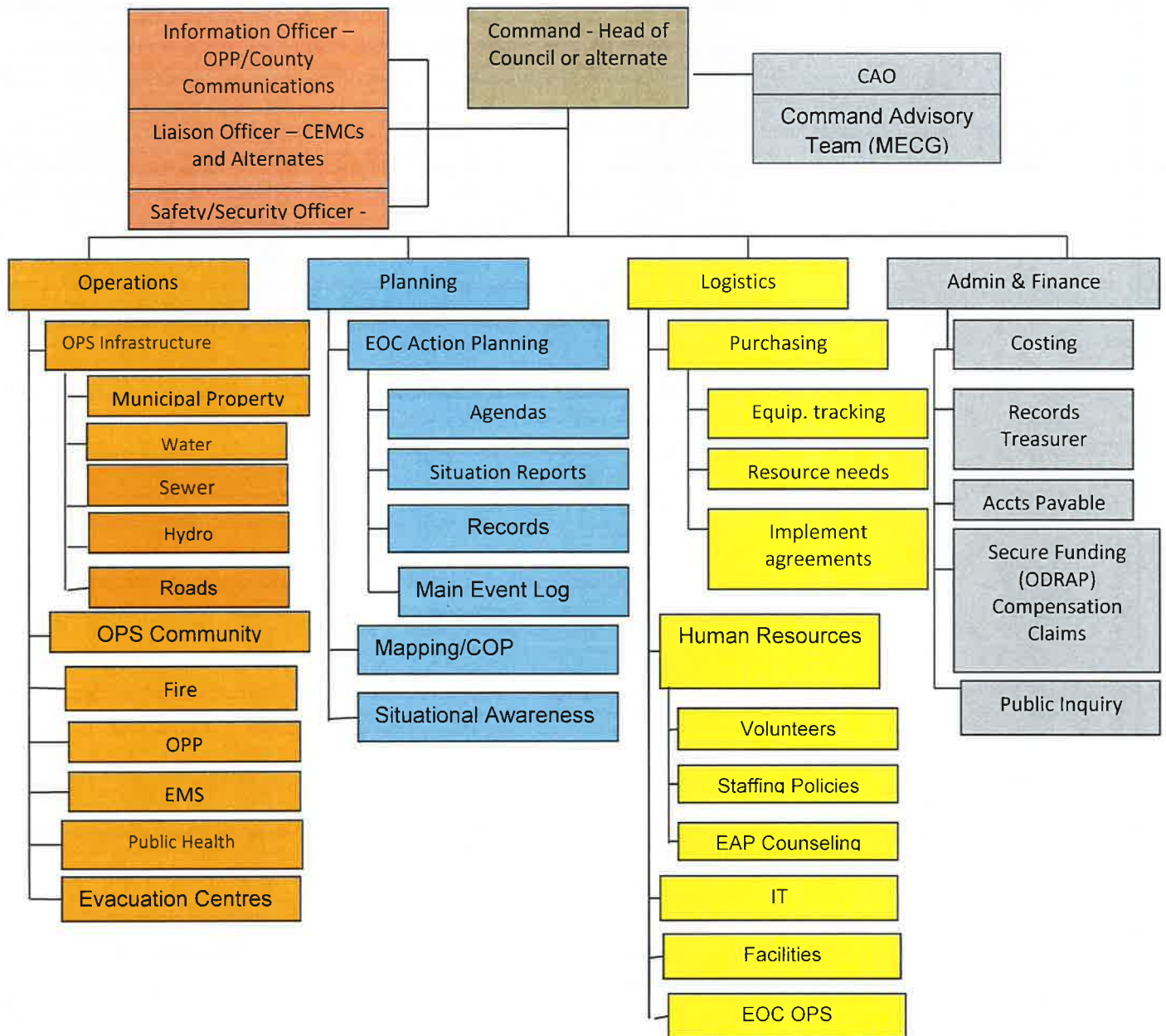
“7.5 Incident Management System Flow Chart:

The following diagram represents the basic Incident Management System Structure that may be used in an Emergency Operation Centre during simple to complex emergency situations. This model may be used with or without the declaration of an emergency. In this model, Command with advice and assistance from the CAO and the local Command Advisory Team (MECG) may make decisions with respect to a municipal emergency as permitted. Command in such situations may fill all of the roles shown in the flow chart or may appoint an individual to take on this role as required. In the Emergency Operation Centre, it is expected that the Head of Council and/or their alternates will fill the role of Command but may appoint an appropriate designate such as the CAO if necessary.



“7.6 Enhanced Incident Management System Flow Chart

The following diagram represents a sample of how the Incident Management System model in Section 7.5 may be expanded upon for use during complex, multi-jurisdictional municipal emergency situations over an extended period of time. It is expected that this model would be used during a municipal emergency declaration, and further, that there will be at least one individual to fill each responsibility identified in the chart either through municipal staff or through assistance from neighbouring municipalities and/or partner agencies.



7.7 Command Advisory Team (MECG)

During the activation of an Emergency Operation Centre, the Municipal Emergency Control Group under the Incident Management System may fulfill the role of a Command Advisory Team. The Command Advisory Team will provide high-level strategic and policy advice to the EOC Commander and to the Incident Management Team in the EOC. This group may be responsible for ensuring the provision and maintenance of essential services. This group may comprise representatives from a variety of agencies including police,

fire, EMS, public works, municipal senior administration staff, public health, hydro, Conservation Authorities, etc. The composition of the group will be at the discretion of Command and based upon the incident and the level of municipal response required. Individual, department and agency roles are set out in Section 6 – Emergency Roles and Responsibilities.

7. That Section 7 – EOC Command is amended by deleting the following sentences from the first paragraph **“Unified Command enables decisions to be made jointly by two or more jurisdictions that have legal responsibilities regarding an incident. The members of the Unified Command team are the designated representatives of the jurisdictions involved in the unified decision-making. In the case of Wellington County and its member municipalities Unified EOC Command will consist of the Municipal Emergency Control Group with the Heads of Council identified as the main spokespersons for Unified Command. The following is a list of the types of decisions that may be made by Unified Command in an Emergency Operation Centre:**

- **Provide advice to the Head of Council as to whether an emergency should be declared”,**

and replace with the following:

“The following is a list of some of the decisions that may be made by Command in the EOC. These decisions may be made in consultation with the CAO and/or Command Advisory Team (MECG).”

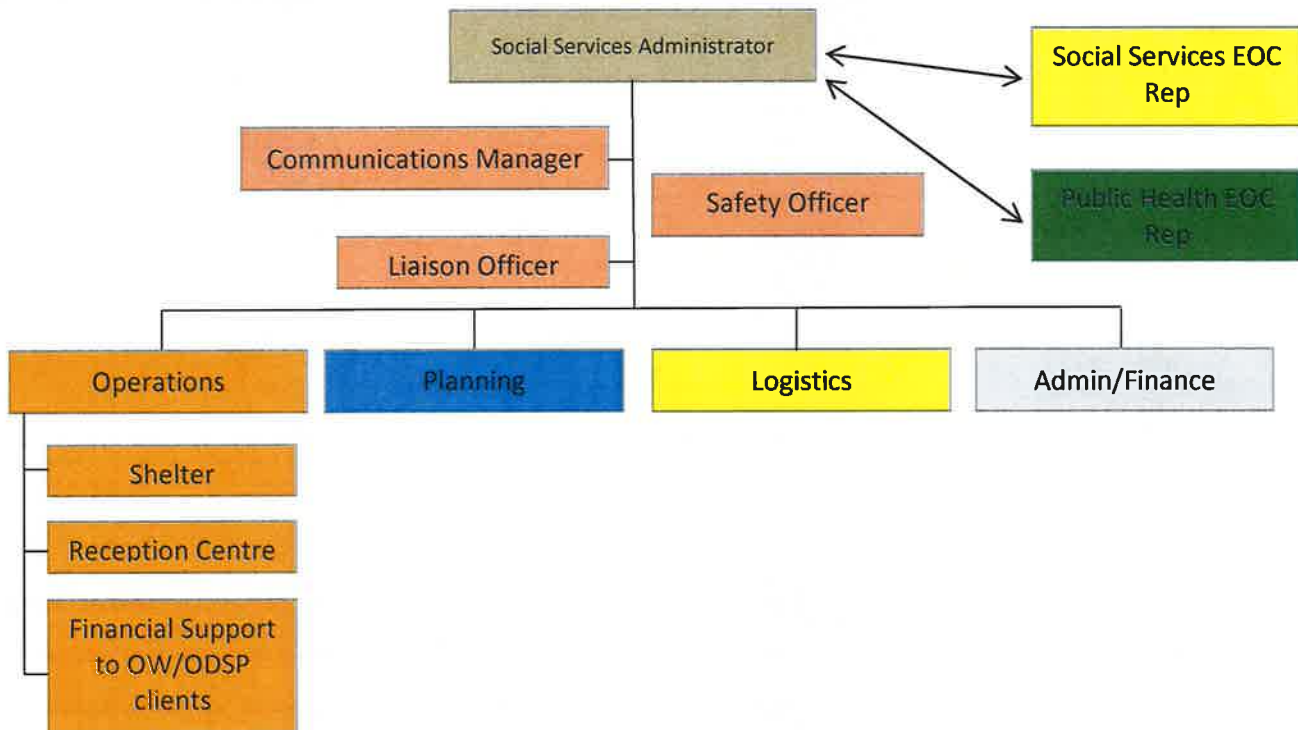
8. That Section 8.1 **Telecommunications** is amended by the addition of the following new paragraph.

The use of Blackberry Messenger (BBM) chat groups may be used as a primary means of communication particularly when geography and/or weather conditions prohibit safe travel to an Emergency Operation Centre. A BBM group will be set up for each municipality in the County and should include at a minimum the following: Head of Council, CAO, Fire Chief, Public works, Treasurer, Communications, CEMC and their designated alternates were practical. The county wide BBM group may include representatives from other partner agencies and organizations as deemed necessary to provide advice and expertise to the emergency response situation. BBM conversations will form part of the legal record of the response activities and will be copied and saved for documentation purposes.

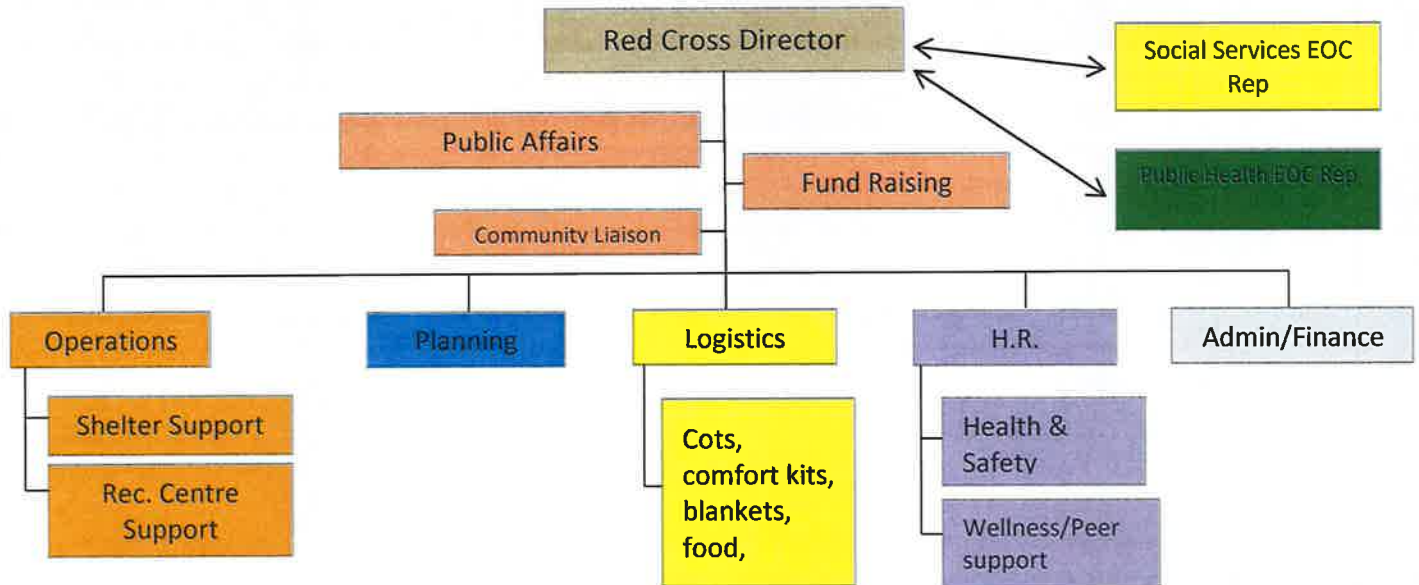
9. That Section **10.1 Host Communities** is renumbered to 10.3 and the current subsection 10.3 - Social Services Evacuation Plan is renumbered 10.1.

That renumber **10.1 Social Services Evacuation Plan** is amended by the addition of the following:

The Emergency Evacuation Plan states that the Provincial Incident Management System (IMS) will be used in the operation of reception and evacuation centres. The following flow chart will be used as a guide to establish the organizational structure for the management of reception/evacuation centres in the County of Wellington.



The following flow chart outlines a possible organizational structure for Red Cross assisting in an evacuation centre wherein the MOU has been implemented by the County of Wellington.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NO. XXX/14

A by-law to delegate certain authority to the CAO/Clerk during the election period.

WHEREAS Section 275 of the Municipal Act, 2001, c. 25, restricts actions that can be taken after Nomination Day (September 12, 2014); and

WHEREAS Section 275 (6) allows for restricted actions to be delegated to a person or body prior to nomination day for the election of the new Council;

NOW THEREFORE the Council of The Corporation of the Township of Puslinch HEREBY ENACTS AS FOLLOWS:

1. That Karen Landry, CAO/Clerk, for the Township of Puslinch is hereby permitted to authorize expenditures or incur any other liability which exceeds \$50,000, provided they are made in accordance with the Township's Purchasing Policy.
2. That this By-law be in effect from September 12, 2014 to December 1, 2014.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL THIS 3rd DAY OF SEPTEMBER, 2014.

Dennis Lever, Mayor

Karen Landry, Clerk

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XXX/14

**BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A
SITE ALTERATION AGREEMENT WITH
WYNDHAM STREET INVESTMENTS INCORPORATED**

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 Alternation Agreement with Milan Lesic Holdings Ltd.;

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

1. **THAT** the Corporation of the Township of Puslinch enter into a Site Alternation Agreement with Wyndham Street Investments Incorporated for the lands described as Part of Lot 24, Concession 7 Township of Puslinch; Part Lot 24, Concession 8, Township of Puslinch; PT Road allowance between Conc. 7 & 8, Township of Puslinch, as in R0677671 and R067762; Township of Puslinch.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the said Site Alternation Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3rd DAY OF September 2014.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

(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 -
WYNDHAM STREET INVESTMENTS INCORPORATED

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**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2014, 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 -

WYNDHAM STREET INVESTMENTS INCORPORATED
(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.

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 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 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 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 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 agrees on behalf of himself, its 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 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, its 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, its 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 it 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 it 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: Wyndham Street Investments Incorporated
Attention: Milan Lesic
4708 Townline
RR1
Moffat, ON L0P 1J0

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:

Karen Landry, CAO/Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

in the presence of:

WYNDHAM STREET INVESTMENTS INCORPORATED

per:

Milan Lessic

I/We have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF LANDS

PT LOT 24, CONCESSION 7 , TOWNSHIP OF PUSLINCH ; PT LOT 24, CONCESSION 8 , TOWNSHIP OF PUSLINCH ; PT ROAD ALLOWANCE BETWEEN CONS 7 & 8 , TOWNSHIP OF PUSLINCH, AS IN RO677671 AND RO677672; TOWNSHIP OF PUSLINCH.

SCHEDULE "C"

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

INSPECTIONS

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT AND PERMIT RENEWAL

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

TRANSFER OF SITE

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

REGULATIONS

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with the requirements of the Ontario Building Code.

2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official.
5. provide such protection for trees as may be required by the Chief Building Official;
6. provide siltation control measures as may be required by the Chief Building Official;
7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act;
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and
12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such

removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

CEASE AND DESIST ORDER

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

WORK ORDER

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

ORDER FOR REMOVAL

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - a. require the production for inspection of documents or things relevant to the inspection;
 - b. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c. require information from any Person concerning a matter related to the inspection; and
 - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an inspection or exercising his or her powers or duties under this by-law.

4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

SERVICE

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PERMIT CONDITIONS

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

POST DEVELOPMENT STORMWATER MANAGEMENT AND GROUNDWATER RECHARGE

The Owner is to ensure that future development of the subject lands shall maintain the hydrologic function of the original site conditions, as shown on Drawing 1, with respect to infiltration, depression storage and runoff. It is noted that under existing conditions all runoff entering the depressions appears to infiltrate.

A stormwater management report will be required to document the water balance calculation and proposed stormwater management strategies for the re-developed site(s). No increase in rate or overall volume of run-off to Brock Road under the 2 to 100 year storm events will be permitted.

ENVIRONMENTAL CONTROL PROGRAM

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 cut/fill operations 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. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
6. 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.

Fill Screening Procedures

A visual inspection of all fill removed from the cut area should be conducted prior to placing in the fill area. The following are signs of potential contamination:

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

If any evidence of soil contamination is observed the applicant will stop the site alteration work and advise the Township of Puslinch immediately.

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 an unconditional irrevocable 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 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 letter of credit in the amount of \$100,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 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.
- 3.3 With regards to the security deposit:
 - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - 3.3.2 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.
 - 3.3.3 The minimum security deposit shall be \$1,000.00.
 - 3.3.4 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.

- 3.3.5 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.
- 3.3.6 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.
- 3.4 The security deposit to be posted with the Township shall be cash or in the form of a Letter of Credit acceptable to the Township Treasurer.
 - 3.4.1 The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Township Roads Superintendent deems necessary due to the season of the activities.
 - 3.4.2 Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
 - 3.4.3 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw upon the current Letter of Credit at the discretion of the Township Treasurer.
- 3.5 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.
- 3.6 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.
- 3.7 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	\$100,000.00
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 XX/14

Being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Puslinch at its meeting held on September 3, 2014.

WHEREAS by Section 5 of the *Municipal Act, 2001, S.O. 2001, c.25* the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Section 5, Subsection (3) of the *Municipal Act*, a municipal power including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Puslinch at its meeting held September 3, 2014 be confirmed and adopted by By-law;

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

- 1) The action of the Council of the Corporation of the Township of Puslinch, in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by the Council at said meeting are hereby adopted and confirmed.
- 2) The Head of Council and proper official of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
- 3) The Head of Council and the Clerk are hereby authorized and directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and the Clerk authorized and directed to affix the seal of the said Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3rd DAY OF September, 2014.

Dennis Lever, Mayor

Karen Landry, C.A.O./Clerk