



November 19, 2025 Council Meeting

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Addition to the Agenda Questions received from Council seeking additional information and the corresponding responses provided by staff regarding the November 19, 2025 Council agenda items.

6.1.5 September 8 2025 Heritage Advisory Committee Minutes

-under item 12 there was a carried notice of motion for Council to consider. Is it appropriate to bring this up at this meeting or will this be a subject of a future Council Report?

Yes, it is appropriate for Council to pull out this item for discussion at the meeting.

6.2 MECP correspondence: Since our Fill Bylaw is largely based on provincial standards, Can staff comment on if or how these Amendments to the Excess Soil Regulation might affect our Fill Bylaw?

Staff will report back on this at a future Council meeting.

6.6 AMO Policy Update - Speed Camera Legislation, First Time Home HST Relief, Homelessness

The Province announced a \$210 million investment through the Road Safety Initiatives Fund (RSIF) to replace speed cameras with proven traffic-calming measures.; will move that staff propose for Council's review, prior to forwarding to County, what could be appropriate speed mitigation measures between the roundabouts on Brock Road to reduce speeds such as raising existing crosswalk, additional traffic lights, speed bumps, new raised crosswalk. **Staff will have a draft motion prepared.**

6.18 Township of Edwardsburgh Cardinal Council Resolution regarding Ontario Community Infrastructure Fund (also 6.17)

-what are staff comments?

A motion in support of this resolution is welcome, particularly in light of the recent reductions to the Township's grant allocation experienced by County-wide member



municipalities, including the Township. These reductions were previously outlined in Report FIN-2025-027, presented at the October 22, 2025 Capital Budget Meeting as outlined below:

The 2026 to 2035 Capital Budget and Forecast includes a 10% annual decrease in OCIF – Formula Based funding. All municipalities in the County are experiencing similar reductions. OCIF funding can be used for roads (paved and unpaved), sidewalks that are on existing roads, and bridges and culverts. In past years, the Township has mainly used this funding to repave existing paved roads and to rehabilitate bridges and culverts. The funding is decreasing because the Province has changed the way it calculates “Current Replacement Values” (CRVs). These values are used to determine how much funding each municipality receives. In the past, the Province used information from Financial Information Returns and AM plans. Now, municipalities must submit their own CRVs using provincial templates. If CRVs aren’t provided, the Province uses values from AM plans instead. The Township submitted updated CRVs using its most recent Roads Management Plan, Bridge and Culvert Inspections, and the Capital Budget and Forecast. The Province then updates these numbers each year based on Statistics Canada’s Non-Residential Building Construction Price Index. Other factors such as property assessment and median household income are also considered, but the main reason for the Township’s reduced funding is the Province’s revised CRV calculation. In addition, the Province increased the minimum OCIF grant from \$100K to \$125K, which affects how funding is shared between municipalities. For more information on how OCIF funding is calculated, visit: www.ontario.ca/page/ontario-community-infrastructure-fund#section-5

6.24 Township of Centre Wellington Council Resolution regarding Bill 21 Protect our Food Act

-we should support **Staff will have a draft motion prepared.**

6.28 Support the Motion by the City of Thorald regarding the publication of the sexual offender registry and formally request the that the Government of Ontario amend Christopher’s Law to permit public access to the Registry. **Staff will have a draft motion prepared.**

6.28 Letter to Township of Puslinch Council regarding Transparency for Sex Offender Registry **Staff will have a draft motion prepared.**

The following motion is proposed



Be it resolved that the Township of Puslinch fully supports the Town of Lincoln Motion RC-2025-82 adopted at their meeting of Sept. 22, 2025 requesting

- the Government of Canada to implement urgent reforms to criminal laws and the bail system, ensuring that repeat violent offenders are not released into communities where they may reoffend and endanger public safety
 - allow public access to the Ontario Sex Offender Registry, with appropriate safeguards to protect privacy while prioritizing community safety and the protection of children;
- and that

a copy of this resolution be circulated to the Prime Minister of Canada, Premier of Ontario, the, Minister of Justice and Attorney General of Canada, the Attorney General of Ontario, the Solicitor General of Ontario, MP Michael Chong, MPP Joseph Racinsky the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM)

7.2.1 10:05 A.M. Amended Delegation by Julie Alexander, Senior Advisor,
Slide 5 what is the OEB's threshold for economic feasibility?

The threshold that the project will need to meet is when the 40-year revenue matches the cost of the project then there is no cost to the customer. If the revenue does not match the cost of the project, then a financial contribution will be required.

- There is a gas main running north south just east of Wellington Road 35 to a distribution station on Forestell. This pipeline crosses several Township and County roads; what would be the criteria/ hurdles to construct east and west to service residents? **Please provide specific roads that the Township of Puslinch is considering requesting gas to and also the potential number of customers. We will need a specific scope of the area in order to determine best routes, challenges etc. Based on the look of the area, there will be permits required as it appears we may be working in environmentally sensitive areas (i.e. GRCA??)**
- There are instances of gas lines existing in Puslinch servicing some properties how can we cause investigation to be undertaken to determine if there is an opportunity for residents living beside these gas lines can be provided with gas service? **This is dependent on a variety of factors such as the scope of the area, environmental permits, terrain, number of interested customers etc. Enbridge will need to be provided with a specific area scope and interested customers will need to have their contractor submit an application for natural gas through our GetConnected system.**

9.4.2 Report COR-2025-057 Reporting Out from Council Direction Update



-very good suggested responses

Schedule C – Proposed Comments regarding ERO 025-1101 Consultation on Enhanced Development Standards – Lot Level (outside of buildings)

-re “If they were standardized at a minimal provincial level, or prohibited outright, the result could be increased runoff to rural ditches, greater erosion and sedimentation, and added stress on private wells and septic systems,”; please explain the stress on private wells and septic systems.

Private wells rely on stable groundwater recharge as noted in the Well Aware Booklet published by Green Communities Canada in partnership with the Ontario Ground Water Association. Septic systems require appropriate setbacks, soil and infiltration capacity as noted in the SepticSmart! Understanding Your Home’s Wastewater System published by the province and Rideau Valley Conservation Authority . If enhanced infiltration, soil volume and vegetation standards are restricted then there may be less water infiltration and septic systems may become saturated due to unmanaged run off.

-is there a rationale to stating words to the effect the recharge of the water table would be reduced which affects residents and municipalities who source their water from aquifers?
Staff have amended the paragraph as follows:

The Provincial Policy Statement 2024 (PPS) directs planning authorities to plan for reduced greenhouse-gas emissions and for climate resilience, including through green infrastructure, low-impact development and active transportation. In Puslinch, several lot-level standards outside the building envelope directly implement these directions: requiring infiltration features or bio-retention where soils and groundwater protection warrant it; specifying driveway materials and widths to limit runoff; ensuring for adequate soil volumes and native plantings to sustain canopy and manage heat. The ERO posting recognizes that these types of requirements are among the items under consideration in this consultation. If they were standardized at a minimal provincial level, or prohibited outright, the result could be increased runoff to rural ditches, greater erosion and sedimentation, and added stress on private wells and septic systems, all of which would be counter to the intent of the PPS and local environmental stewardship. Further, these restrictions may lead to a reduction in recharge of the water table which could affect residents of municipalities who source their water from aquifers.

9.4.3 Report COR-2025-058 Zoning By-law Amendment Application
Recommendation Report to lift the holding provision – 1873 Townline Road



-report indicates that a site plan has been approved by staff; would it be possible to see a copy of the site plan for information (this was discussed by Council)?

Please see attached the redacted approved site plan and agreement for Council's information.

9.4.6 10:15 A.M. Report COR-2025-061 Pre-consultation Regarding draft updates to the Grand River Source Protection Plan ≠

-p.6 of report re "The Township Hydrogeologists' comments should be reviewed, discussed further with the Township Hydrogeologists and the Risk Management Official and edits made to the policies as needed."; is it possible to receive a copy of the Hydrogeologist's comments?

The Township's Hydrogeologists will be present at the meeting to speak to their comments and answer any questions from Council.

-would it make sense at this time to provide comments relating to the concern of Guelph's owning the primary hydrogeological model and not providing access thereto?; if so could staff prepare such comments for review by Council?

With respect to the City of Guelph's ownership of the primary hydrogeological model, this concern was noted in the report for Council's context, however, staff advise that there is nothing further to be done in this regard. The Province and the City provided the funding for this model over a period of years dating back to the early 2010's and the intellectual property rights were fully transferred to the City as part of those funding agreements. The Province further confirmed this transfer of intellectual property rights in 2017 to the Township, County and other stakeholders.

The City of Guelph does have a process, in which, the Township, County or private applicants can access the model. To date, the Township or County have not needed to access the model, however, we are aware of a small number of private Permit to Take Water applicants accessing the model. A policy is proposed in the amendment to outline a process for future developments where the Township or County may require the use of the model. It is noted that this use would be at the discretion of the Township or County and based on advice from the Township Hydrogeologist. The policy contained in WC-CW-22.24 is copied below for ease of access and available here: [Grand River Source Protection Plan Update | Drinking Water Source Protection](#)

Additionally, Provincial Ministries have the option to have applicants use the model and this is outlined in prescribed instrument policies such as WC-MC-22.1, WC-MC-22.2 and



WC-MC-22.3 and WC-MC-22.19. It is noted, however, that these policies are likely to be changed by the Province as outlined in the staff report related to Bill 56 changes.

WC-CW-22.24 Future Specify Action G-GET WHPA-Q

To ensure that any Future Consumptive Water Taking in the G-GET WHPA-Q never becomes a significant drinking water threat, where this activity would be a significant drinking water threat, and for any development that requires, or could require, groundwater taking in excess of 50,000 litres per day in the G-GET WHPA-Q, the County and/or Municipality shall require the applicant, where appropriate, and on a user fee basis, to request the City of Guelph to run the Tier 3 Model to assess the risk of the proposed water taking associated with the proposed new development.

If Council wished to register their concern to the Lake Erie Source Protection Region regarding the ownership of the model and recognizing that the ownership is not subject to this amendment nor within the jurisdiction of the Lake Erie Source Protection Region to change, a proposed comment is below:

Council continues to be concerned that the primary hydrogeological model is owned by one municipality, the City of Guelph, who is also the largest water taker in the Tier 3 study area. Council suggests that ownership should rest with either the Province or a watershed based agency.

9.5.1 Report BLD-2025-004 Building Department Third Quarter Update - June to September 2025

-if we have projection on how the Building Department reserve will be affected by the permits received this year could it be provided? Based on current building permit revenues and recoveries recorded in the budget system as of November 16, 2025 (\$483K), plus an additional \$63K in estimated fourth-quarter building permit revenue for a known development, and compared to the 2025 projected expenditures of \$753K (with actuals to September 30, 2025 estimated at \$565K, inclusive of indirect cost allocations), an operating withdrawal from the Building Surplus Reserve will be required. The current rough estimate for this withdrawal is approximately \$207K. For comparison, the operating withdrawal in 2024 was \$281K. The current balance in the reserve is \$663K. Please see below the 2025 Building Department budget for reference:



Department	2025 Budget
Expenditures	
Building	\$843,940
Expenditures Total	\$843,940
ReserveTransfers	
Building	-\$135,296
ReserveTransfers Total	-\$135,296
Revenues	
Building	-\$708,644
Revenues Total	-\$708,644
Grand Total	\$0

10.2 IESO Priority Needs KWCG Electrical Region Virtual Information Session ≠ **Staff will have a draft motion prepared.**

-will move that staff reach out to Hydro One to come to Council and explain the process and schedule for the study and construction of towers from Concession 7 (at 401) to the Preston TS

10.3 Proposed Township Comments regarding ARA Site Plan Amendment for Newbauer Pit

-would it make sense to revise the last paragraph to state “Should the Ministry grant the proposed amendment Site Plan for the subject land without the benefit of further consultation, we would appreciate a copy of the approved site plans for our files.”

Staff will amend the objection letter accordingly.

Re 7.2 Is there mapping or a link to mapping that clearly shows natural gas connectivity and non-connectivity in Puslinch?

Attached is a map received from Enbridge. The map is a few years old, and staff can work with Enbridge to receive a more up to date map to be provided to Council in the future.

9.4.1 Is there a sample of the proposed heritage signs for Council to see?

Staff have not receive a physical sample of the sign. If Council would like a physical sample, staff can request one however there may be a cost associated with this. Page 4 of the Heritage Plaque Policy shows an example heritage plaque with the property details of



6633 Roszell Road. The structure was built in 1877, known as the Pannabaker House. The name of the first property owner was Samual Pannabaker, and the occupation of the original landowner was a blacksmith.

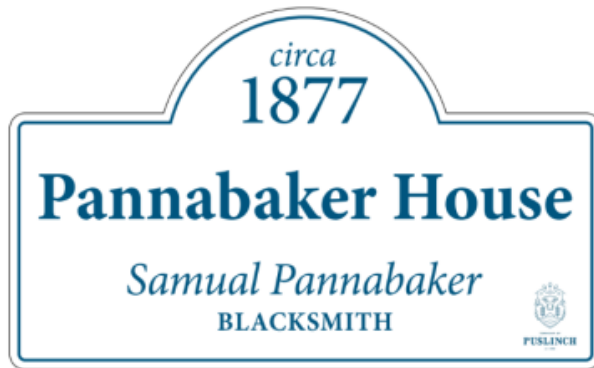
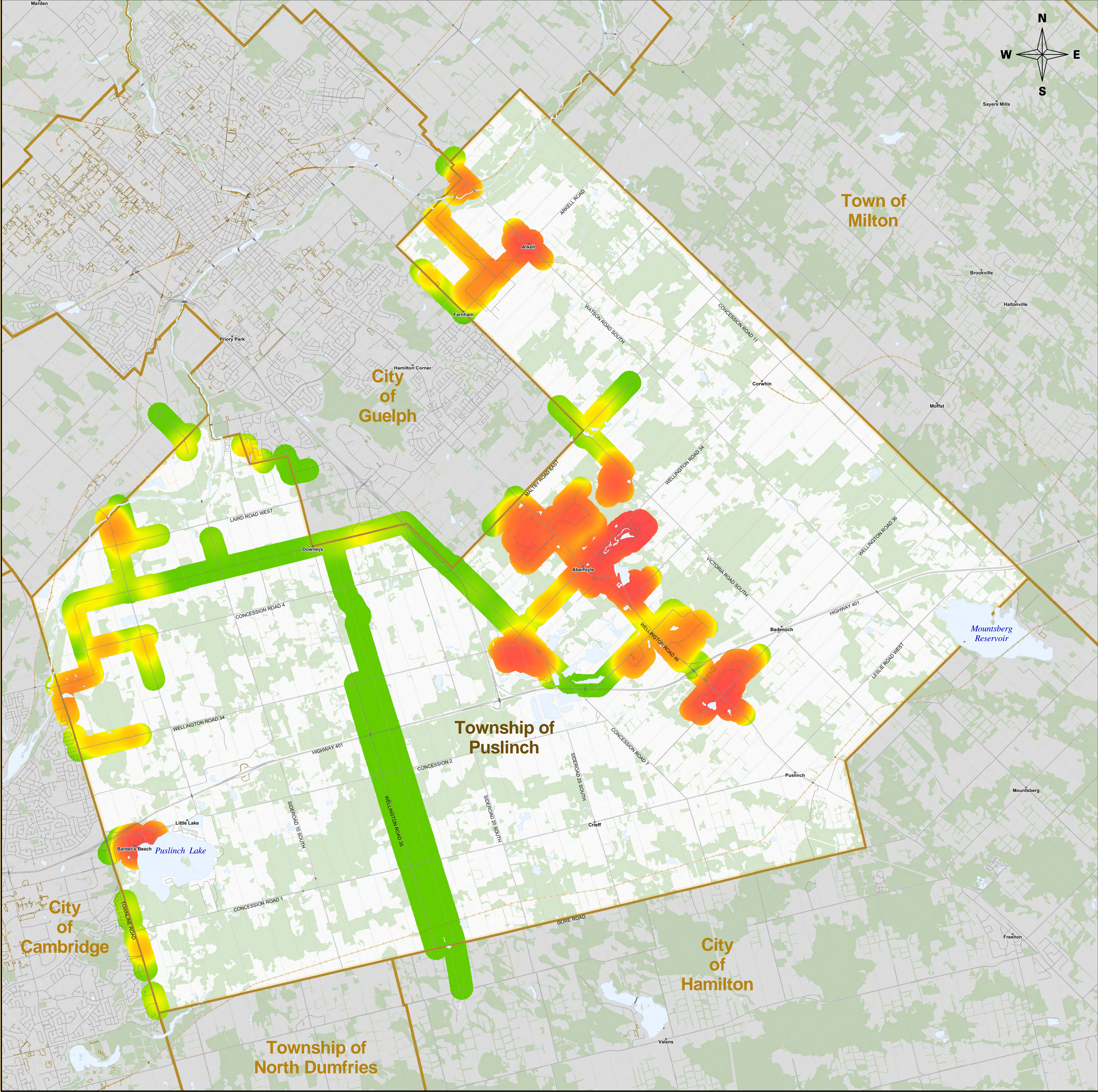


Figure 1

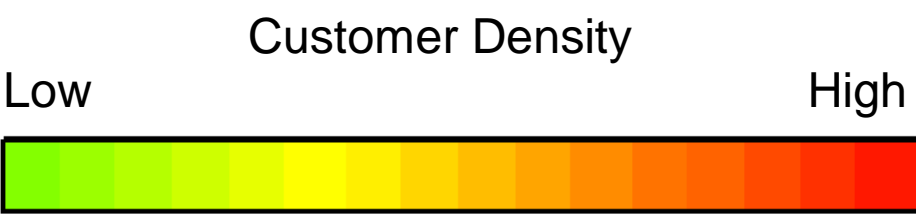
“Staff will arrange for the ordering and coordination of the plaque installation by staff or an approved vendor.” Is there benefit to doing all 10 orders in a batch order? For cost savings? For consistency in how the signs are built? How do we ensure the vendor/ design is consistent?

Staff have reviewed the potential for cost savings through bulk ordering and can confirm that there would be no cost savings from ordering all 10 plaque at once. Staff recommend proceeding with orders on an as-needed basis. Consistency in design and fabrication will be maintained by using a single vendor and the standardized plaque template. The vendor selected by the Township is also used by other member municipalities and they have not shared any concerns with respect to consistency of their plaques.



Legend

- Enbridge Gas Pipeline Coverage Area
- Township of Puslinch
- Trans Canada Pipelines
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundary



Township of Puslinch



Disclaimer:
The map is provided with no warranty express or Implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation



Location map

(complete and insert Document General Page as Page 1)

TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

- and -

ROBERT AND GERRITJE QUINNELL

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TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT

THIS AGREEMENT made this 7 day of October, 2025, pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "Planning Act").

B E T W E E N:

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

PARTY OF THE FIRST PART

- and –

ROBERT AND GERRITJE QUINNELL
(hereinafter called the "Developer")

PARTY OF THE SECOND PART

W H E R E A S:

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

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

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

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

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

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

2.2 Filing of plan(s)

Three (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 Approved Plan(s), or anything else in the text of this Agreement to the contrary, the parties agree that the additional requirements referred to in Schedule "C", if any, shall apply to the development of the Lands in addition to the information shown on the Approved Plan(s), and, in the event of a conflict between the provisions of the Approved Plan(s) and Schedule "C", then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)

4.1 Developer's covenant to implement plan(s)

The Developer covenants and agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided, as the case may be, at the Developer's sole risk and expense and to the satisfaction of the Township, subject to Article 8.1.

4.2 Township's right of entry

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

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Building By-law or the Ontario Building Code and shall issue a stop work order until such breach is rectified. The Developer acknowledges that the requirements of this Agreement constitute applicable law for purposes of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended.

4.4 Notice to comply

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

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 Lands, the Developer 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 Developer on municipally- or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The unconditional irrevocable Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Developer shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit issued by 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 unconditional irrevocable 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. The amount of security required pursuant to this Article shall be set out in Schedule "C". The Letter of Credit shall also contain the following provision:

"It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended, without amendment, for one (1) year from the present or any future expiration date hereof unless, thirty (30) days prior to any such date, we shall notify you in writing by registered mail or courier that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the above Agreement; further that you will release any amount(s) not required by you to the Applicant."

5.3 Township's right to draw upon security

Any Letter of Credit or other security hereunder (the "**Security**") shall secure and guarantee to the Township due performance of the Developer's obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement. Without limitation, the Developer specifically authorizes the Treasurer of the Township to draw upon the Security and to use such monies to pay for any costs or expenses incurred by the Township in connection with or in any way relating to the works governed by this Agreement, and/or those costs and expenses incurred by the Township as a result of the enforcement of this Agreement, and/or to satisfy any financial obligation of the Developer to the Township pursuant to the terms of this Agreement when due. Without limiting the generality of the foregoing, in the event that the Developer fails to comply with a notice given to it pursuant to Article 4.4 hereof, the Township shall be at liberty to draw upon the Security 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, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Developer after all of the works have been completed in each stage (as applicable) to the satisfaction of the Township or its authorized personnel.

5.5 Township's Expenses

The Developer agrees to pay to the Township all reasonable costs incurred by the Township in connection with the development of the Lands which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal fees and disbursements, 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 ten (10) days following the date of demand to the date of payment at two (2) percentage points in excess of the prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Developer's agreement to indemnify

The Developer agrees on behalf of itself, its heirs, executors, administrators and permitted assigns to defend, save harmless and indemnify the Township, and, if applicable, The Corporation of the County of Wellington (the "**County of Wellington**"), and their respective officials, employees and agents, of and from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought, prosecuted, including legal fees, which the Township and/or County of Wellington may incur, be put to, or have to pay, which may arise directly or indirectly by reason of any activity of the Developer (which term shall include its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law, for the purpose of this section 6.1) in completing the services or other works under this Agreement; by reason of installation of any services or works required or contemplated under this Agreement; by failure of the Developer to complete the installation of the services or works required or contemplated under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; by the exercise of the Developer's powers, rights, and obligations under this Agreement; or by reason of the neglect of the Developer in exercising its said powers, rights and obligations under this Agreement. Without limiting the generality of the foregoing, the Developer and its permitted assigns and successors in title agree to indemnify and save harmless the Township and County of Wellington for any issues related to the alteration of any grade or existing level construction, or by reason of this failure, neglect, or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Act*, R.S.O. 1990, c. C.30, as amended. This indemnification shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Developer, its servants, agents or contractors on lands owned by the Township or the County of Wellington, the Developer shall supply the Township with written evidence of a current comprehensive liability insurance policy in a form satisfactory to the Township, holding the Township (and, if applicable, the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Developer, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million Dollars (\$2,000,000.00) inclusive, or such higher amount as the Township may reasonably require. The Township (and, if applicable the County of Wellington) shall be named as additional insured parties in the said policy. All policies of insurance stipulated herein will be with insurers acceptable to and in a form satisfactory to the Township's Managing Director of Corporate Services/Treasurer. Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation, or material alteration is given by the insurers to the Township at least thirty (30) days before the effective date thereof. The issuance of such policy of insurance shall not be construed as relieving the Developer from the responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible. The Developer shall provide the Township with a certificate evidencing the insurance required pursuant to this Article 7.1 at the time this Agreement is executed.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a building permit for the structure(s) contemplated by the Approved Plan(s) is not issued 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, with the input and agreement of the Developer acting reasonably, and, in such case, the said revisions shall be accepted and implemented by the Developer.

8.2 Phasing of Site Development

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

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Developer agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Developer's sole risk and expense and to the satisfaction of the Township and that the grading of the Lands shall not be altered from that illustrated on the Approved Plan(s). In the event that the Township gives written notice to the Developer or the then-registered owner of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Developer or the then-registered owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address as 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 its employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of the Developer or the then-registered owner of the Land, as the case may be.

9.2 Specific maintenance obligations

The Developer 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 "C", if applicable, in good condition and repair;
- (b) that, at any time or times that the building(s) on the Lands are occupied or are in use, it shall ensure that all driveways, parking spaces (more specifically for staff and visitors) as well as required access points are cleared of snow within twelve (12) hours of any major snowfall (which shall be deemed to be an accumulation in excess of 5cm of snow in any twenty-four hour period) and that, if snow is stored on the Lands, it shall ensure that it is stored in a location which does not reduce the number of staff and visitor parking spaces illustrated on the Approved Plan(s); alternatively, it shall arrange for the removal of such snow at its sole expense; and
- (c) that it shall ensure that all required signs, parking spaces and lane markings identified on the Approved Plan(s) are properly painted and maintained, and that it shall further ensure that each such sign and parking space or lane is clearly delineated at all times.

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

ARTICLE 10 - CONVEYANCES AND EASEMENTS

10.1 Developer's obligation to provide

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

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

ARTICLE 11 - ENCUMBRANCERS' CONSENT AND ACKNOWLEDGMENT

11.1 All encumbrancers to consent prior to permit issuance

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

ARTICLE 12 - REGISTRATION OF AGREEMENT

12.1 Registration prior to permit issuance


The Township shall be responsible for registering this Agreement against the title to the Lands,

within 30 days of Council approval, if required. The Developer shall be responsible to pay for the cost of registration and a copy of the registered Agreement is to be provided to the Developer prior to building permits being issued.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Notices

Except as stated otherwise herein, 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 registered mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: Robert and Gerritje Quinnell


Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
Attn: Municipal Clerk

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

13.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Developer acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plan(s) 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 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

13.3 Waiver

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

13.4 Covenants as restrictive covenants

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

13.5 No permit if money owed to Township

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

13.6 Number and Gender

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

13.7 Headings and Index

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

13.8 No assignment without consent

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

13.9 Ultra vires terms

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

13.10 Developer's acceptance of agreement

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

13.11 Enurement

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

13.12 Counterparts, Electronic Signatures, and Electronic Delivery

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. A handwritten or electronically signed counterpart of this Agreement delivered by facsimile, email ("PDF" format) or other electronic or digital transmission (including by transmission over an electronic signature platform acceptable to the Township such as DocuSign or the equivalent thereof) is deemed to have the same legal effect as delivery of a manually executed original counterpart of this Agreement.

13.13 Amendment

This Agreement may not be modified, altered or changed except in writing and signed by the Township and the Developer.

13.14 Governing law

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The laws of Ontario govern the execution of this Agreement regardless of the party's location at the time of entering into this Agreement.

Signature page follows. The remainder of this page is intentionally blank.

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.

Dated this _____ day of _____, 2025.

**THE CORPORATION OF THE TOWNSHIP OF
PUSLINCH**



Signed on 2025-10-07 15:45:18 EDT

per: _____

Name: JUSTINE BROTHERSTON

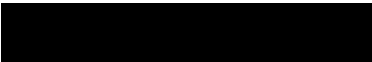
Title: Municipal Clerk, Interim

I have authority to bind the Corporation

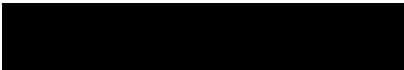
Dated this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
in the presence of:

ROBERT AND GERRITJE QUINNELL



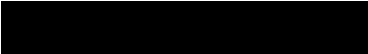
Signed on 2025-10-05 14:42:09 EDT



Signed on 2025-10-05 14:44:22 EDT

Name: Robert Quinnell

Title:



Signed on 2025-10-05 14:41:31 EDT

Name: Jennifer Roswell

Name: Gerritje Quinnell

Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF LANDS

PART LOT 1, CON 1 AS IN ROS626654 SAVE AND EXCEPT PTS 1 AND 2, 61R5158, PT 6, 61R11103 AND PARTS 1, 2 AND 3, 61R9695; T/W EASE OVER PART 4, 61R9695 AS IN WC95404.

SCHEDULE "B"

DESCRIPTION OF APPROVED PLANS

A copy of the Approved Plan(s) is/are available for viewing during normal business hours at The Township of Puslinch Municipal Office, 7404 Wellington Road 34, Puslinch.

DWG. NO.	REV. NO.	DATE	DESCRIPTION	PREPARED BY
1 of 1	3	September 4, 2025	Site Plan	MHBC Planning, Urban Design & Landscape Architecture
-	-	-	Entrance Sign	MHBC Planning, Urban Design & Landscape Architecture
-	-	-	Environmental Brochure	MHBC Planning, Urban Design & Landscape Architecture

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

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

The purchaser/transferee covenants and agrees as follows:

- (i) that the grading and drainage, including all swales and stormwater management system for the Lands, shall at all times conform to the Approved Site Plan for the Lands referred to in the Site Plan Agreement with the municipality and shall not be altered without the written approval of the Township;
- (ii) under no circumstances shall roof water, surface water or ground water drains be connected to the sewage treatment and tile field systems;
- (iii) that the construction of any accessory buildings or structures (including swimming pools, if permitted) shall require the approval of the Township;
- (iv) to maintain any fencing or retaining wall on the within-described lands in good condition if such fencing or wall was erected as a requirement of the original Site Plan Agreement affecting the Lands and, when necessary, replace same from time to time with a fence or wall made of the same of similar materials and of the same standard as specified in the Site Plan Agreement; and further covenants that it shall not construct any additional fences on the within-described lands;
- (v) No material deviations or changes shall be made to the Plans and Drawings and no work or construction shall take place contrary to this Agreement or those plans without the prior written approval of the Township, except such changes as may be required by the Township to ensure that the Plans and Drawings comply with all provisions of the Building Code or zoning or other by-law of the Township and all regulations or laws of any other governmental authority having jurisdiction.
- (vi) that the soils which are used to backfill around the foundation of the building(s) on the Lands may subside after the date upon which a certificate has been issued indicating that the Lands have been graded in accordance with the approved lot grading plan, and the purchaser/transferee covenants that in such event he/she/they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan; and
- (vii) to maintain all trees, shrubs and vegetation illustrated on the site plan affecting the Lands in healthy condition and, where such have died, to replace same with plant materials of the same type as originally approved.
- (viii) the owners or their agents shall include terms and conditions in their agreement with the construction contractor that the contractor will either:
 1. provide a liquid fuel handling/storage and spill response procedure if more than 250L of fuel will be present on site at any time during construction; or
 2. provide a letter stating that they will not have more than 250L of fuel on site during construction; and
 3. provide a copy of the agreement to the Township, for its record.

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

2. Parkland Dedication

The Developer is required to pay cash-in-lieu of parkland dedication for the project. Cash-in-lieu of parkland shall be paid prior to the issuance of a building permit in accordance with By-Law Number 006-2018, as amended.

3. Development Charges

Prior to the issuance of building permit, the Developer shall pay to the Township all applicable Development Charges in accordance with By-law No. 053-2024.

4. Stormwater Management

If it is determined that the scope of the project impacts the stormwater drainage from the Lands, the

Developer shall prepare a stormwater drainage plan and report for the approval of the Township of Puslinch, Grand River Conservation Authority, and the Ministry of the Environment, Conservation and Parks, if applicable.

The final stormwater drainage plan shall include:

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

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

5. Landscaping

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

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

The Developer shall at their own expense, maintain all planting in a healthy condition. The Developer shall replace any dead, diseased, or damaged plant materials within one growing season at its own expense.

6. Garbage Enclosures

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

7. Exterior Lighting

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

Furthermore, all exterior lighting fixtures shall be “full-cut off” type such as that light is focused down preventing light trespass.

8. Signs & Demarcation Posts

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

The Developer covenants and agrees to erect and forever maintain an entrance sign in accordance with the design and location shown in the Approved Plans and to the satisfaction of the Township.

The Developer covenants and agrees to erect and forever maintain the demarcation posts and the signs thereon in accordance with the Approved Plans and to the satisfaction of the Township.

9. Environmental Brochure

The Developer covenants and agrees to provide the approved Environmental Brochure to all users of the outdoor storage area.

10. Hydrogeology

The Developer covenants and agrees that:

- (i) That the existing grassed/vegetated conditions within the storage areas be maintained. Conversion of the existing grassed/vegetated areas to gravel or paved areas is not permitted.
- (ii) That the storage of chemicals and fuels on site be restricted to or prohibited, other than small quantities contained within recreational vehicles stored on-site.
- (iii) That movement of fill material is conducted in accordance with O. Reg. 406/19: On-Site Excess Soil Management, the Rules for Soil Management and Excess Soil Quality Standards (Soil Rules) and O. Reg. 153/04, as amended.

11. Certification of Works

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

- the site servicing, lighting, landscaping and grading and drainage system(s)

have been constructed in accordance with the approved plans.

12. Grand River Conservation Authority (GRCA)

The Developer covenants and agrees to obtain written approval from the GRCA in the form of a permit pursuant to Ontario Regulation 41/24, for any future development or site alteration within areas regulated by the GRCA under Ontario Regulation 41/24 – Prohibited Activities, Exemptions and Permits Regulation.

13. Stormwater Drainage Maintenance

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

14. Financial Security Deposit

The Developer, at the time of signing the Site Plan Agreement, shall deposit an unconditional irrevocable Letter of Credit with the Township to guarantee the construction of the on-site grading and drainage, services, landscaping, and stormwater management system.

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

Township of Puslinch

a) 50% of site servicing costs.	50% of	0	=	0
b) 50% of landscaping costs	50% of	\$5,500.00	=	\$2,750.00
c) 5% of construction costs of items (a) and (b) for Township engineering review	5% of	\$2,750.00	=	\$137.50
Total Deposit				\$2,887.50

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

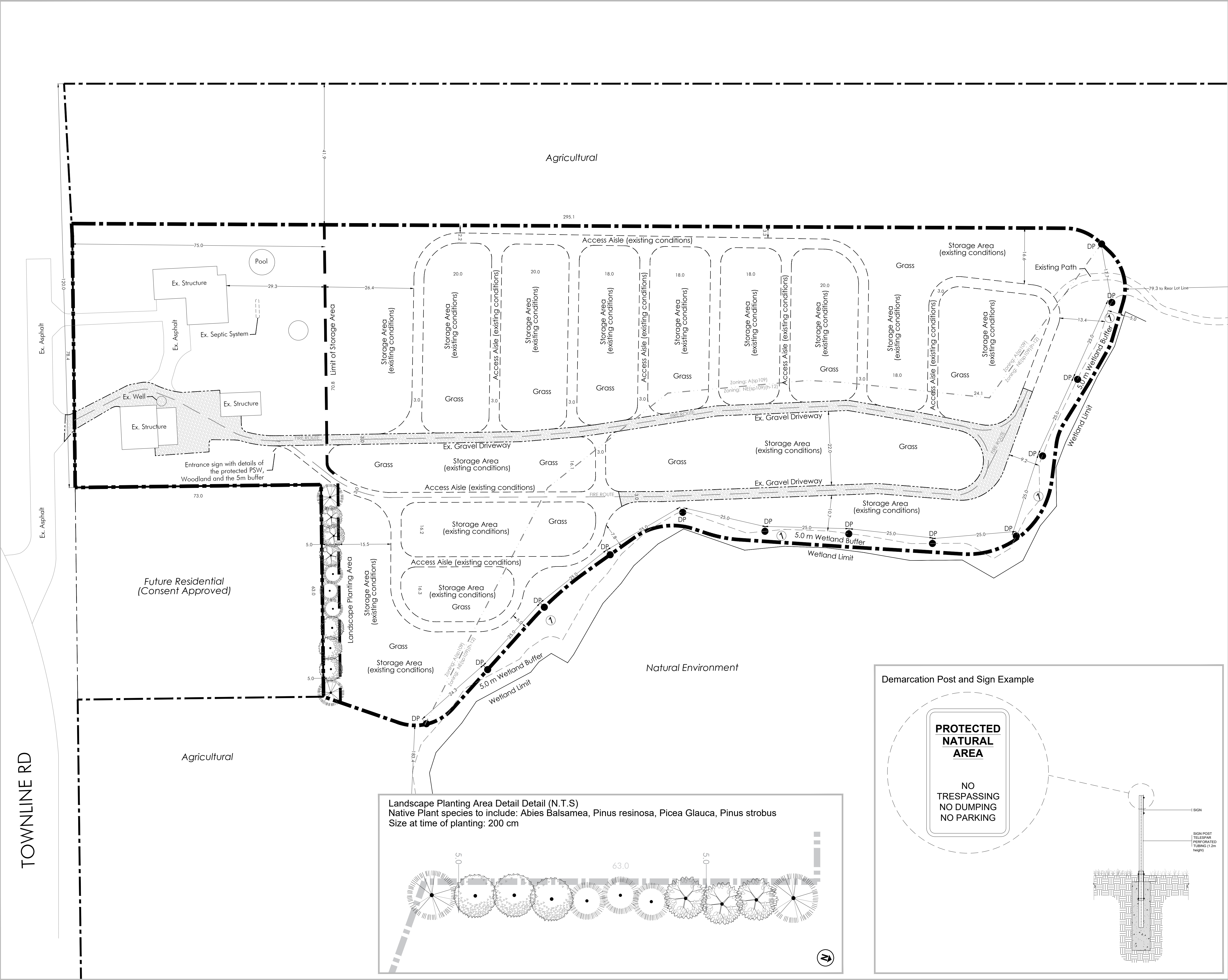
SCHEDULE “D”

CONVEYANCES AND EASEMENTS REQUIRED

None

SCHEDULE "E"**SPILL MANAGEMENT PLAN****SPILL MANAGEMENT AND CONTINGENCY PLAN**

1. Locate the Origin of the Spill.
2. Evaluate the Risks for Health and Safety.
3. Neutralize the Spill.
4. Advise/Mobilize Spill Response Team.
5. Advise Without Delay (any volume of spill)
 - a. The property owner and the persons in control of and with ownership of the spilled material.
 - b. Township of Puslinch - 519-763-1226
6. For a Major Spill (more than 100 litres or impacting the water or sewage system) CONTACT WITHOUT DELAY:
 - a. MECP Spill Action Center (24 hours) - 1-800-268-6060
7. Mobilize the Equipment Available on the Spot. Use a Spill Kit.
8. Confine the Contaminant.
9. Cleaning (call assistance if required).
10. Disposal in Adequate Place.
11. Give Information to all parties notified of the spill.
12. Complete the Report Form. Send a Copy to the District Environmental Manager and keep a copy.



Legal Description

PUSLINCH CON 1 PT LOT 1
TOWNSHIP OF PUSLINCH
COUNTY OF WELLINGTON

Key Plan

A (sp109) & NE (sp109)		
Provision	Required	Proposed
Lot Area for Outdoor Storage (max.)	2.4 ha	2.4 ha
Lot Frontage (min.)	120 m	120 m
Front Yard (min.)	75 m	75 m
Interior Side Yard (min.)	Northerly: 39 m Southerly: 180 m	Northerly: 41.9 m Southerly: 183.4 m
Rear Yard (min.)	78 m	79.3 m
Lot Coverage (max.)	30 %	1.8%
Outdoor Storage Area Location	Shall not be closer than 5 m from a wetland feature or from any adjacent residential use.	Complies
Buildings or Structures in NE Zone	Not permitted	Complies
Keeping or Housing of Livestock	Not permitted	Complies
Demarcation Posts	Demarcation posts at an interval of 25 metres shall be installed and maintained along the easterly boundaries of the outdoor storage area	Complies

NOTES:
- All dimensions are in metres unless otherwise noted.
- Wetland limits provided by J.D.Barnes.
- All new plantings will involve native plant species.

● DP = Demarcation Post
① Native seed mix planting and invasive species management in wetland buffer

3.	September 4, 2025	Revise Site Plan;	JB
2.	August 14, 2025	Revise Site Plan;	DS
1.	June 24, 2025	Revise Site Plan;	DS

Revision No.	Date	Issued / Revision	By
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**PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE**

200-540 BINGEMANS CENTRE DR. KITCHENER, ON, N2B 3X9 | P: 519-574-3630 F: 519-574-0121 | WWW.MHBCPLAN.COM

Approval Stamp	Date	September 4, 2025
	Drawn By	JB/ DS
	Plan Scale	1:500 (24x36)
	File No.	22269A
Project 1873 TOWNLINE ROAD	Checked By	D.A.
	Other	
Client QUINNELL 1873 Townline Road Township of Puslinch N1T 2J3		
	File Name SITE PLAN	Dwg No. 1 of 1

There are

Protected Environmental Areas

on this Property

This map identifies the location of the **Provincially Significant Wetland** and the required **5 metre setback** to this feature.



Understanding the Watershed and Natural Features

The Township of Puslinch is located within the Grand River Watershed. It is the largest watershed in Southern Ontario and includes all the land drained by the Grand River and its tributaries.

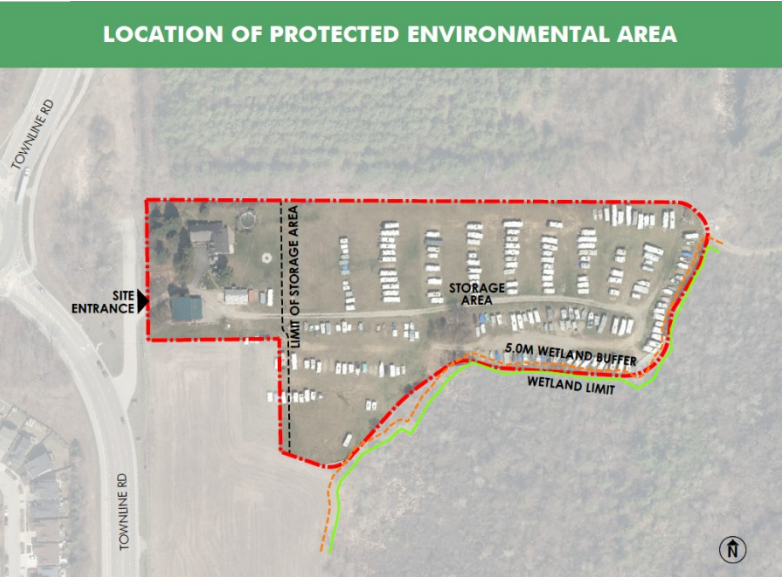
The property is entirely located within the Ellis Creek-Speed River watershed. The Puslinch Lake Irish Creek Provincially Significant Wetland Complex (PSW) is located on the east side of the property. PSWs are wetland areas designated by the Ontario Ministry of Natural Resources as significant within Ontario. They are protected from development and alteration. The PSW is composed of swamp and marsh habitats and is home to a range of plant and animal species.

The PSW and adjacent woodlands are regulated by the Grand River Conservation Authority (GRCA).



Integrating the Trailer Storage Use with Nature

As a user of this property, it is important to be aware of the sensitive natural heritage features and functions located on and around the land.



In order to protect the wetland, vegetation, and wildlife identified as the 'wetland limit' on the property, the following measures have been identified for this development:

- 5.0 metre setback from the wetland limit to the storage areas
- Permanent signage identifying the protected PSW and the buffer
- Ecological management of the buffer area

Environmental Management Actions

The actions you take can have a direct effect on the functioning of a healthy environment. The following offers some suggestions on how to

Dan's RV Storage 1873 Townline Road, Puslinch



Environmental Brochure and User Information for Trailer Storage Users Mitigation Measures

This property has been designed to respect the natural and protected features of the adjacent lands. The following measures

The long-term preservation of these features is integral to the design and operation of this property.

Protecting these natural features requires the responsible stewardship of all people who use this space. This brochure provides an overview of the features in the area and provides recommendations for how you can contribute to their long-term preservation.

Protection of Natural Environment

Please respect the natural areas. Markers are in place to delineate the natural areas and the buffer area. Do not enter the wetland area and do not remove plants from natural areas and buffer.

Invasive Species

Invasive species can spread quickly and harm local ecosystems. Please take a moment to inspect all vehicles for invasives such as seeds, plant matter, or insects. A simple inspection helps protect the surrounding natural area and supports long-term environmental stewardship.



reduce your ecological footprint and contribute to environmental stewardship:

- Do not park trailers extending into the wetland and wetland buffer, as will be identified by the markers.
- Do not dump yard waste, garbage, or compost into the natural areas on this property. Use garbage cans and avoid littering.
- Keep pets under control. Free-roaming pets can harass and kill wildlife.
- Stoop and scoop after your pet. Pet waste pollutes waterways and contains harmful bacteria and parasites.
- Please stay on designated driveways and parking areas. Straying into natural areas can cause damage to vegetation and soil.
- Do not store any chemicals within your trailer



have been incorporated into the design:

- Installation of permanent signage at intervals of 25 m identifying the wetland buffer boundary
- Additional native species plantings along the wetland buffer
- Installation of entrance sign with details of the protected PSW, woodland, and wetland buffer



As a user of this property, it is important to recognize the natural and protected features in your community. These elements form an integral part of the community and, if treated with respect, will be available for the enjoyment of future generations.