



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE AGENDA

**Thursday, September 27, 2018 at 1:00 p.m.
55 Zina Street, Orangeville – Sutton Room (2nd Floor)**

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public will be provided an opportunity to ask questions of the Committee during this time (limited to 10 minutes).

DELEGATIONS

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – September 27, 2018 –
ITEM #1
Climate Change Action Dufferin-Caledon

A delegation from Climate Change Action Dufferin-Caledon to request endorsement of a request for a local municipal by-law to ban the use of specified single plastic bag distribution.

REPORTS

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – September 27, 2018 –
ITEM #2
Capital Project Update – September 2018

A report from the Director of Public Works/County Engineer, dated September 27, 2018, provide Committee and Council with an update regarding the 2018 Public Works - Transportation Capital Projects.

Recommendation:

THAT Report, Capital Project Update – September 2018, from the Director of Public Works/County Engineer, dated September 27, 2018, be received.

3. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – September 27, 2018 –
ITEM #3
Dufferin/Grey Boundary Road Agreement

A report from the Director of Public Works/County Engineer, dated September 27, 2018, to recommend the renewal of a long-standing agreement between Dufferin County and Grey County for maintenance of a shared boundary road.

Recommendation:

THAT Report, Dufferin/Grey Boundary Road Agreement, from the Director of Public Works/County Engineer, dated September 27, 2018 be received.

AND THAT the boundary road agreement between Dufferin County and Grey County be approved;

AND THAT the necessary by-law be presented to County Council.

4. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – September 27, 2018 –
ITEM #4
Development Agreement – Mansfield Gas Station East and West

A report from the Director of Public Works/County Engineer, dated September 27, 2018, to recommend that the County enter into a Township of Mulmur development agreement for a gas station project.

Recommendation:

THAT Report, Development Agreement – Mansfield Gas Station East, from the Director of Public Works/County Engineer, dated September 27, 2018, be received.

AND THAT the development agreement be approved;

AND THAT the necessary by-law be presented to County Council.

Next Meeting

To be determined

To: The County of Dufferin Council

From: **Climate Change Action Dufferin-Caledon** – a group of environmentally concerned citizens from Dufferin and Caledon Counties.

Subject: Requested endorsement for Municipal By-Law to Ban the Use of Specified Single Use plastics in the County of Dufferin Ontario Canada.

1. Who We Are

We are **Climate Change Action Dufferin-Caledon** – a group of environmentally concerned citizens from Dufferin and Caledon Counties.

2. Our Mission Statement

Our mission over the last 2 years has been “To Educate, Motivate and Advocate for the cause of mitigating Climate Change in our counties”.

3. The Problem At Hand

Scientists estimate that humans have made **8.3 billion tonnes of plastic** since the 1950s and that **6.3 billion tonnes have already become waste**. Every year, one trillion plastic bags – single use – are used, equating to 2 million per minute. Different countries have different usage levels, but the entire world has to commit to reducing this usage. Plastic is all over our planet. It is a fantastic material that has greatly improve the world, but at the same time, it has killed many animals and plants and destroyed the beauty of the planet as a whole. If recycled, most of these problems wouldn’t exist. However, we live in a disposable, consumerist society where very little is recycled.

Canada is a major offender of plastic waste production, generating around 3 million tonnes of plastic waste a year, only 10-12 per cent of which is actually recycled. Single-use plastics like *straws, coffee cups, beverage bottles, throw-away cutlery and packaging* are increasingly found on city streets, in storm drains, in ditches, along river banks and ultimately in our oceans and on our shorelines. While our beaches may not be as polluted as other regions of the world, our consumption and generation of waste is part of the global plastic problem, and about one third of the plastic waste we generate is exported to other countries including China, India and Vietnam, where plastic marine pollution is a more visible problem.

But even with proper disposal, people doing their part to recycle and an increase in recycled content in single-use products, the sheer volume of plastics flooding our market, being used and being disposed of cannot continue. The major single-use plastic producers need to be held accountable for the destructive products they are selling and their role in choking our landfills, waterways and oceans.

4. Severity of the Problem

In 2010, **eight million tons of plastic trash ended up in the ocean from coastal countries**—far more than the total that has been measured floating on the surface in the ocean's “garbage patches. That’s bad news. The even worse news is that the **tonnage is on target to increase tenfold in the next decade** unless the world finds a way to improve how garbage is collected and managed.

In the oceans, plastic breaks down when it’s exposed to light and wave action. The sun’s ultraviolet (UV) rays weaken the otherwise strong chemical bonds within the plastic. Now, when waves smash the chunks

against each other, the plastic breaks into smaller and smaller pieces which are increasingly finding their way into the food chain. Scientists are currently trying to determine how serious this threat is to humans world-wide.

5. *Our Request/Proposal*

Regardless of how effective our garbage collection and recycling programs may be, we simply must reduce the amount of plastic being used in the world. Because plastic is so inexpensive, a lot of it is made into items referred to as “single use plastic” – plastic used only once for as little as a few minutes then discarded. This is the material ***we need to drastically reduce our use of.***

As everyone is aware, many private companies have already made a commitment to reduce the use of or eliminate the use of different single-use plastic items. While this is admirable, these forward thinking companies represent only a small portion of the companies whose ongoing business pumps millions of tons of plastic into the environment annually.

What is needed is the addition of ***legal pressure to curtail the creation of more single use plastic.*** This has been happening slowly in many towns, cities and even a few entire countries. As of 1 July 2018, the City of Victoria British Columbia has banned the use of single use plastic bags (see Appendix 1) and their right to do so was upheld in the Supreme Court of British Columbia.

We are requesting that the County of Dufferin make a **public commitment to endorse and support a Municipal by-law to ban the distribution of specified single use plastics within its jurisdiction similar to the bylaw recently passed in Victoria.** The details of the ban will need to be finalized and a reasonable amount of time given to the stakeholders in order to prepare for the transition.

Trish Keachie

Date

Elizabeth Glenday

Date

APPENDIX 1.

NO. 18-008 CHECKOUT BAG REGULATION BYLAW A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to regulate the business use of single use checkout bags to reduce the creation of waste and associated municipal costs, to better steward municipal property, including sewers, streets and parks, and to promote responsible and sustainable business practices that are consistent with the values of the community.

Contents

- 1 Title
- 2 Definitions
- 3 Checkout Bag Regulations
- 4 Exemptions
- 5 Offences
- 6 Penalties
- 7 Severability
- 8 Consequential Amendment to the Ticket Bylaw
- 9 Transition Provisions
- 10 Effective Date

Under its statutory powers, including sections 8(6) of the Community Charter, the Council of the Corporation of the City of Victoria, in an open meeting assembled, enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "Checkout Bag Regulation Bylaw".

Definitions

- 2 In this Bylaw "Checkout Bag" means:
 - (a) any bag intended to be used by a customer for the purpose of transporting items purchased or received by the customer from the business providing the bag; or
 - (b) bags used to package take-out or delivery of food
 - (c) and includes Paper Bags, Plastic Bags, or Reusable Bags;
- "Business" means any person, organization, or group engaged in a trade, business, profession, occupation, calling, employment or purpose that is regulated under the Business Licence Bylaw or the Cannabis Related Business Regulation Bylaw and, for the purposes of section 3, includes a person employed by, or operating on behalf of, a Business;

“Paper Bag” means a bag made out of paper and containing at least 40% of post-consumer recycled paper content, and displays the words “Recyclable” and “made from 40% post-consumer recycled content” or other applicable amount on the outside of the bag, but does not include a Small Paper Bag;

“Plastic Bag” means any bag made with plastic, including biodegradable plastic or compostable plastic, but does not include a Reusable Bag;

“Reusable Bag” means a bag with handles that is for the purpose of transporting items purchased by the customer from a Business and is

- (a) designed and manufactured to be capable of at least 100 uses; and
- (b) primarily made of cloth or other washable fabric;

“Small Paper Bag” means any bag made out of paper that is less than 15 centimetres by 20 centimetres when flat.

Checkout Bag Regulation

- 3 (1) Except as provided in this Bylaw, no Business shall provide a Checkout Bag to a customer.
- (2) A Business may provide a Checkout Bag to a customer only if:
 - (a) the customer is first asked whether he or she needs a bag;
 - (b) the bag provided is a Paper Bag or a Reusable Bag; and
 - (c) the customer is charged a fee not less than
 - (i) 15 cents per Paper Bag; and
 - (ii) \$1 per Reusable Bag.
- (3) For certainty, no Business may:
 - (a) sell or provide to a customer a Plastic Bag; or
 - (b) provide a Checkout Bag to a customer free of charge.
- (4) No Business shall deny or discourage the use by a customer of his or her own Reusable Bag for the purpose of transporting items purchased or received by the customer from the Business.

Exemptions

- 4 (1) Section 3 does not apply to Small Paper Bags or bags used to:
 - (a) package loose bulk items such as fruit, vegetables, nuts, grains, or candy;
 - (b) package loose small hardware items such as nails and bolts;

- (c) contain or wrap frozen foods, meat, poultry, or fish, whether pre-packaged or not;
 - (d) wrap flowers or potted plants;
 - (e) protect prepared foods or bakery goods that are not pre-packaged;
 - (f) contain prescription drugs received from a pharmacy;
 - (g) transport live fish;
 - (h) protect linens, bedding, or other similar large items that cannot easily fit in a Reusable Bag;
 - (i) protect newspapers or other printed material intended to be left at the customer's residence or place of business; or
 - (j) protect clothes after professional laundering or dry cleaning.
- (2) Section 3 does not limit or restrict the sale of bags, including Plastic Bags, intended for use at the customer's home or business, provided that they are sold in packages of multiple bags.
- (3) Notwithstanding section 3(2) (c) and 3(3) (b), a Business may provide a Checkout Bag free of charge if:
- (a) the Business meets the other requirements of section 3(2);
 - (b) the bag has already been used by a customer; and;
 - (c) the bag has been returned to the Business for the purpose of being re used by other customers.
- (4) Section 3 does not apply to a Checkout Bag that was purchased by a Business prior to the first reading of this Bylaw.

Offence

- 5
- (1) A person commits an offence and is subject to the penalties imposed by this Bylaw, the Ticket Bylaw and the Offence Act if that person:
- (a) contravenes a provision of this Bylaw;
 - (b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw; or
 - (c) neglects or refrains from doing anything required by a provision of this Bylaw.
- (2) Each instance that a contravention of a provision of this Bylaw occurs and each day that a contravention continues shall constitute a separate offence.

Penalties

- 6 A person found guilty of an offence under this Bylaw is subject to a fine:
- (a) if a corporation, of not less than \$100.00 and not more than \$10,000.00; or
 - (b) if an individual, of not less than \$50.00 and not more than \$500.00 for every instance that an offence occurs or each day that it continues.

Severability

- 7 If any provision or part of this Bylaw is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, it shall be severed from the Bylaw and the balance of the Bylaw, or its application in any circumstances, shall not be affected and shall continue to be in full force and effect.

Consequential Amendment to the Ticket Bylaw

- 8 The Ticket Bylaw No. 10-071 is amended by inserting, immediately after Schedule Y, the Schedule 1 attached to this Bylaw as the new Schedule Z.

Transition Provisions

- 9 (1) Section 3(2) (c) (i) is amended by deleting “15 cents” and substituting “25 cents”.
- (2) Section 3(2) (c) (ii) is amended by deleting “\$1” and substituting “\$2”.
- (3) Section 4(4) is repealed.

Effective Date

- 10 This Bylaw comes into force on July 1, 2018 except sections 5 and 9 which come into force on January 1, 2019.

READ A FIRST TIME the 14th day of December 2017.

READ A SECOND TIME the 14th day of December 2017.

READ A THIRD TIME the 14th day of December 2017.

ADOPTED the 11th day of January 2018.

“CHRIS COATES”

CITY CLERK

“LISA HELPS”

MAYOR

Schedule 1**Schedule Z****Single Use Checkout Bag Regulation Bylaw Offences and Fines**

Column 1 – Offence	Column 2 – Section	Column 3 – Set Fine	Column 4 – Fine if paid within 30 days
Providing a Checkout Bag to a Customer except as provided in the bylaw	3(1)	\$100.00	\$75.00
Providing a Checkout Bag without asking whether a customer wants one	3(2)(a)	\$100.00	\$75.00
Providing a Checkout Bag that is not a Paper Bag or Reusable Bag	3(2)(b)	\$100.00	\$75.00
Charging less than a prescribed amount for a Checkout Bag	3(2)(c)	\$100.00	\$75.00
Selling or providing a Plastic Bag	3(3)(a)	\$100.00	\$75.00
Providing Checkout Bag free of charge	3(3)(b)	\$100.00	\$75.00
Denying or discourage use of customer's own Reusable Bag	3(4)	\$100.00	\$75.00

Climate Change Action – Dufferin - Caledon



To: Dufferin County Council

From: **Climate Change Action Dufferin-Caledon** – a group of environmentally concerned citizens from Dufferin and Caledon Counties.

Subject: Request for By-Law to Ban the Use of Specified Single Use plastics in the County of Dufferin, Ontario Canada.

Climate Change Action – Dufferin - Caledon

Our Mandate:

As concerned citizens we accept responsibility for the living conditions of future generations and therefore assume the authority to take action to mitigate climate change.

Our Mission:

“Educate Motivate Advocate to Mitigate Climate Change”

Plastic in Our Environment

- ▶ Over the past **75 years**, human societies have produced more than **8 billion** tonnes of plastics
- ▶ Only **9%** of this material has been recycled
- ▶ That leaves **6.3 billion** tons of this plastic in:
 - ▶ Landfills
 - ▶ The countryside
 - ▶ Oceans, lakes, rivers and streams

The Problem with Plastics

- ▶ Plastic ***does not breakdown*** for a very long time – 100 to 1000 years
- ▶ What it does do is break down into small pieces of plastic (micro plastics)
- ▶ These small pieces of plastic tend to attract and hold toxic materials – especially serious in salt water
- ▶ These small pieces of plastic are ***ingested by sea animals, fish and birds***. A large percentage of animals sampled had plastic in their gut
- ▶ We humans are now ingesting plastic from many sources
- ▶ Sea food toxicity is an urgent area of active research

Plastic Bags

5

- ▶ Every year, *one trillion single-use plastic bags* are consumed in the world
- ▶ This equates to *2 million bags consumed per minute*
- ▶ The use of these bags varies by country, but on average, *each Canadian consumes 200 single-use plastic bags per year*
- ▶ Single-use plastic bags account for *1 – 2% of our total landfill* waste stream
- ▶ If we could/would recycle plastics bags, the problem would be greatly reduced. Unfortunately, only a small percentage of them gets recycled.
- ▶ We need to *greatly reduce the number of plastic bags* produced



LITTERS THE LANDSCAPE

KILLS ANIMALS

NON-BIODEGRADABLE

Single-use Plastic Bags

7

- ▶ These products are a symbol of our *society's unchecked, wasteful habits*
- ▶ They are popular because they are *lightweight, strong, convenient, watertight and usually free*
- ▶ Their *durability is their problem* – they are with use for a very long time.
- ▶ It is estimated that they account for *1 – 2 % of our total landfill waste* stream
- ▶ On average, each Canadian uses about *200 single-use plastic bags per year*
- ▶ Each LDPE single-use bag is *used an average of 3.1 times*

How to Address the Problem

8

THE PROBLEM IS:

- ▶ too many plastic bags going into landfills and litter

THE IDEAL OUTCOME:

- ▶ A wholesale shift towards reusable, degradable bags
 - ▶ Reusable bags made and managed sustainably and used over 100 times

THE CHALLENGE:

- ▶ Accomplish this without unintended consequences such as excessive use of paper or reusable bags

APPROACH OPTIONS:

- ▶ **Education and Awareness programs** – required, but not enough alone
- ▶ **Bag Fees** – can be effective but fees should be for reusable bags only
- ▶ **Bag Bans** – can deliver big reductions, but can be disruptive and have other unintended consequences

Bag Types: Different Benefits and Impacts

SINGLE USE



HDPE
(conventional
Bag)



PAPER



Biodegradable/
Compostable
etc



LDPE
(glossy, sturdier
Bag)

REUSABLE



NWPP

(Synthetic Fabric)

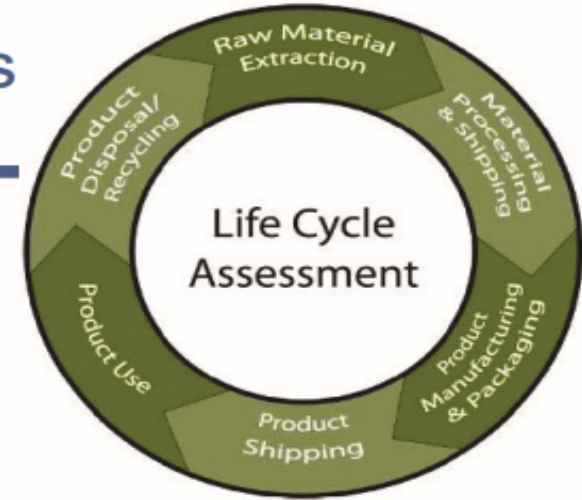


Cotton

(Natural Fabric)



Other/Variety



• Overall Conclusions from Multiple Studies

- All bag types pose negative impacts
- Recycled content matters!
- Plastic bags pose more of a litter problem
- Biodegradable / compostable bags = trouble
- Even paper bags pose larger environmental impacts than plastic bags, in all categories except litter.
- Break Even Point: 1 HDPE GHG=
 - Paper used 3 times
 - LDPE 4 times
 - NWPP 11 times
 - Cotton Bag 131 times

Checkout Bags - Regulation Requirements

- The free provision of single-use materials represents a systemic business/consumer transaction that ***privileges short-term convenience over long-term sustainability***
- The single-use plastic bag is a powerful example of “***throw away consumerism***”
- Overuse of plastic checkout bags in our community is ***unsustainable over the long-term*** and has been identified by many in the public to be inconsistent with the values of Dufferin residents
 - Causing materials to quickly become waste after only one or few uses
 - Wasteful and prevalent cultural norms that are consuming scarce resources in a manner that is not economically or socially sustainable
- Regulatory intervention is needed now to curb this common business/customer transaction that creates avoidable waste and its associated municipal costs.
- **Only a wholesale shift to sustainable, reusable bags will reduce our community's waste, landfill, pollution and litter risks from checkout bags.**

Our Proposed Bylaw Bans Local Businesses From Providing Single Use Checkout Bags.

(within the following guidelines)

Ban Guidelines

- ▶ Provides a *list of plastic bags considered exempt from the ban* (eg. Meat/vegetable bags, newspaper bags, dry cleaning bags etc.)
- ▶ *Defines reusable bag performance* specifications to withstand 125 uses
- ▶ *Avoids policy rebound to excessive paper bag use*
 - ▶ Escalating price on paper bags starting with an initial price of no less than 12 cents in the first year followed by 25 cents after one year
- ▶ *Avoids policy rebound to excessive reusable bag use*
 - ▶ Sets an appropriate minimum price for reusable bags (eg. \$2)
- ▶ *Avoids Biodegradable or BioBased bags* - through inclusion in the bylaw restrictions
- ▶ *Avoids heavy-weight plastic bags* – by including heavier gauge LDPE bags in the bylaw restrictions
- ▶ *Enables free provision of bags only if they have been previously used.*

Our Request/Proposal

We are requesting that the County of Dufferin make a **public commitment to endorse and support a Municipal by-law to ban the use of specified single use plastics within its jurisdiction similar to the bylaw recently passed in Victoria**. We have proposed this bylaw to the Towns of Orangeville and Mono and will propose it to Shelburne and Grand Valley in September.

The details of the ban will need to be finalized and a date set that will give a reasonable amount of time to the stakeholders in order to prepare for the transition.



REPORT TO COMMITTEE

To: Chair Aultman and Members of Infrastructure and Environmental Services Committee

From: Scott C. Burns, Director of Public Works/County Engineer

Meeting Date: September 27, 2018

Subject: Capital Project Update – September 2018

In Support of Strategic Plan Priorities and Objectives:
Service Excellence: 4.1 Close the infrastructure gap.

Purpose

The purpose of this report is to provide Committee and Council with an update regarding the 2018 Public Works - Transportation Capital Projects.

Background & Discussion

As part of the County's 2018 Capital budget, the following roadwork has been approved for completion this year (see attached location map).

Item No.	Location	Description	Length (km)	From/To	Status	Const. Start	Antic. Completion
R1	CR11	Resurfacing & Culverts	4.4	25 SR to 2 nd Line, Amaranth	Ongoing	June	October
R2	CR109	Resurfacing & Culverts	3.5	16th Line to CR12, Amaranth / East Garafraxa	Ongoing	July	October
R3	CR17	Resurfacing & Culverts	4.1	CR124 to CR19, Mulmur / Melancthon	Ongoing	June	October
R4	CR9	Resurfacing & Culverts	3.6	Hwy 10 to CR2, Melancthon	Ongoing	June	October
R5	CR23	Resurfacing & Culverts	3.0	CR3 to East Garafraxa - Caledon TL, East Garafraxa	Ongoing	August	October
R6	CR21	Reconstruction	0.7	Between 4 th Line and 5 th Line Melancthon	Ongoing	August	2018 Work Complete
Total Road Length (km)			19.3				

As part of the County's 2018 Capital budget, the following bridge/large culvert work has been approved for completion this year (see attached location map on page 3).

Item No.	Location	Structure	Action	Status	Construction Start	Anticipated Completion
S1	CR109, 0.2 km West of County Road 5	Byers Drain Culvert 004-0167	Replace	Ongoing	July	October
S2	CR109, 0.6 km East of County Road 25	Culvert 4-168 004-0168	Replace	Ongoing	August	October
S3	CR109, 0.2 km West of County Road 24	Grand River Bridge 004-0115	Rehab.	Ongoing	August	October
S4	CR10, 4.4 km West of Dufferin Road 12	Burnside Bridge 004-0067	Rehab.	Complete	August	Complete

Financial, Staffing, Legal and IT Considerations

Through project bundling, the combined value of all tenders for planned 2018 road and bridge construction work is below the total Capital Budget amount.

Strategic Direction and County of Dufferin Principles

Performing Capital road/bridge rehabilitation directly supports the strategic objective to close the infrastructure gap. The Dufferin County principles are adhered to as follows:

1. We Manage Change – addressing the infrastructure gap while being cognisant of economic conditions;
2. We Deliver Quality Service – administering high quality, cost-effective Capital projects that reflect the needs of the community;
3. We Communicate – by sharing timely and accurate project updates through Council and posting notices for the community;
4. We Make Good Decisions – by performing thorough preliminary investigations that ensure informed and thoughtful project decisions that are reflective of the needs of those affected.

Recommendation

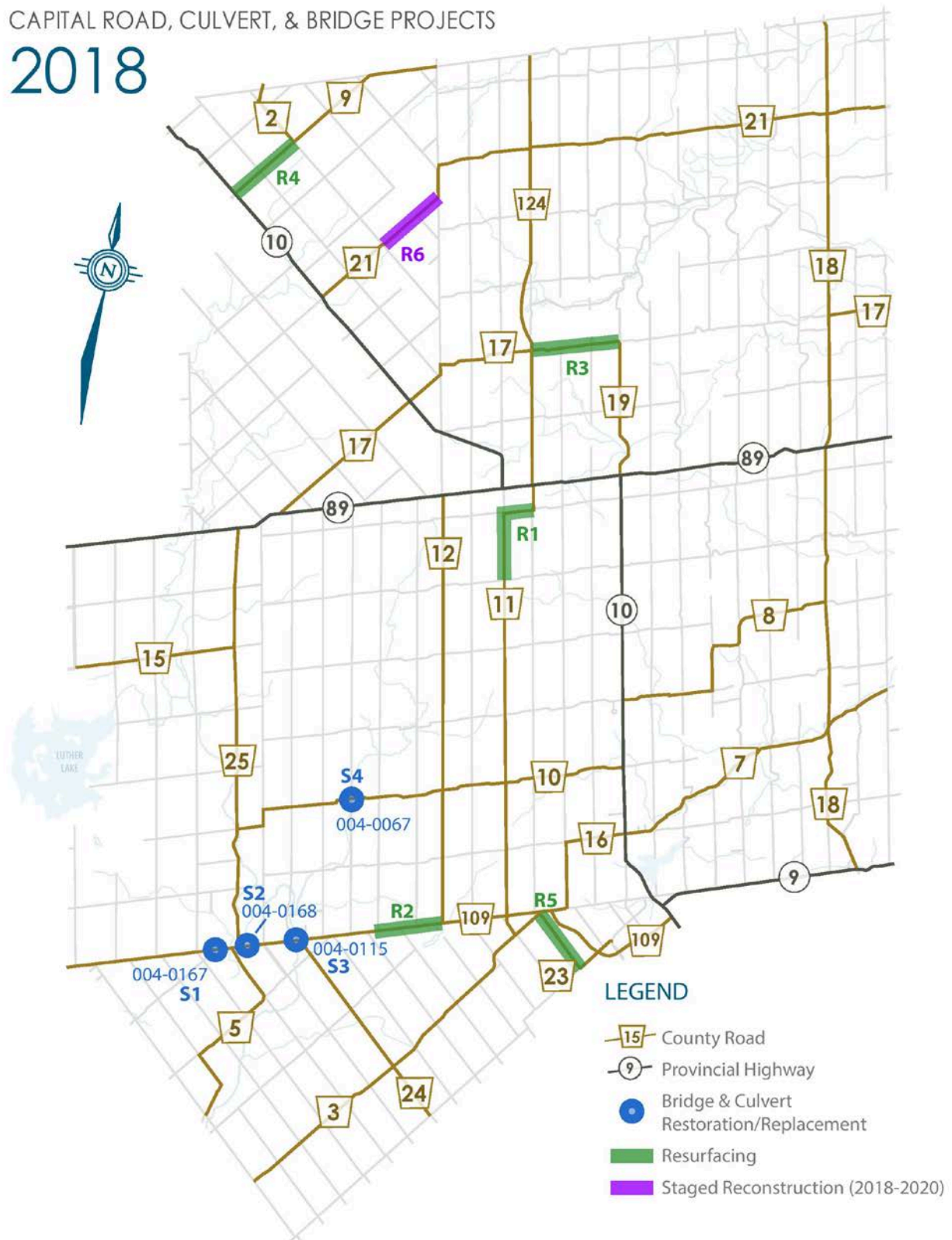
That Report, Capital Project Update – September 2018, from the Director of Public Works/County Engineer, dated September 27th, 2018 be received.

Respectfully Submitted By:

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer

CAPITAL ROAD, CULVERT, & BRIDGE PROJECTS

2018





(R1) Dufferin County Road 11 – Asphalt Paving



(R1) Dufferin County Road 11 – Shoulder Gravel



(R2) Dufferin County Road 109 – Ditching



(R2) Dufferin County Road 109 – Concrete Box Culvert



(R3) Dufferin County Road 17 – Pulverizing Asphalt



(R3) Dufferin County Road 17 – Culvert Replacement



(R3) Dufferin County Road 17 – Topsoil restoration



(R4) Dufferin County Road 9 – Asphalt Milling



(R5) Dufferin County Road 23 – Culvert Replacement\



(R5) Dufferin County Road 23 – Road Improvements



(R5) Dufferin County Road 23 – Road Improvements



(R5) Dufferin County Road 23 – Asphalt Paving



(R6) Dufferin County Road 21 – Road Subgrade Excavation



(R6) Dufferin County Road 21 – Excavated Subgrade



(R6) Dufferin County Road 21 – Placement of Geotextile and Granular Roadbase



(S1) Culvert 004-0167– Sheet Pile Installation



(S1) Culvert 004-0167– New Concrete Box Culvert



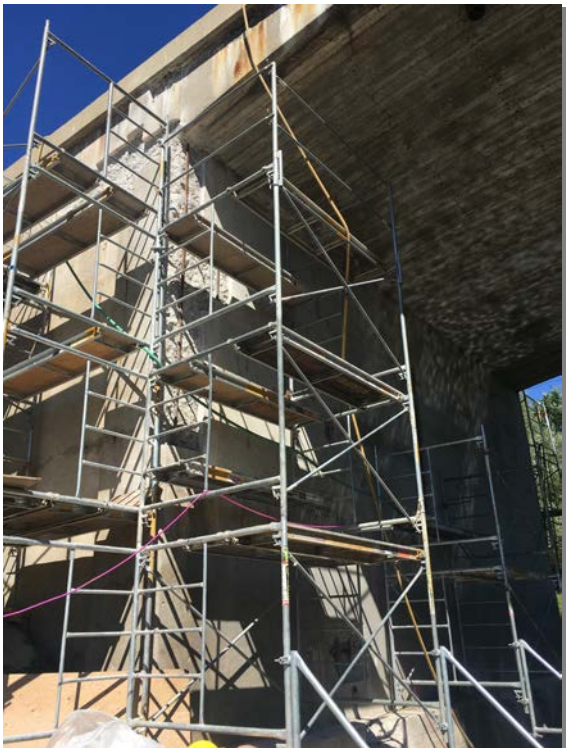
(S2) Culvert 004-0168 – Culvert Removal



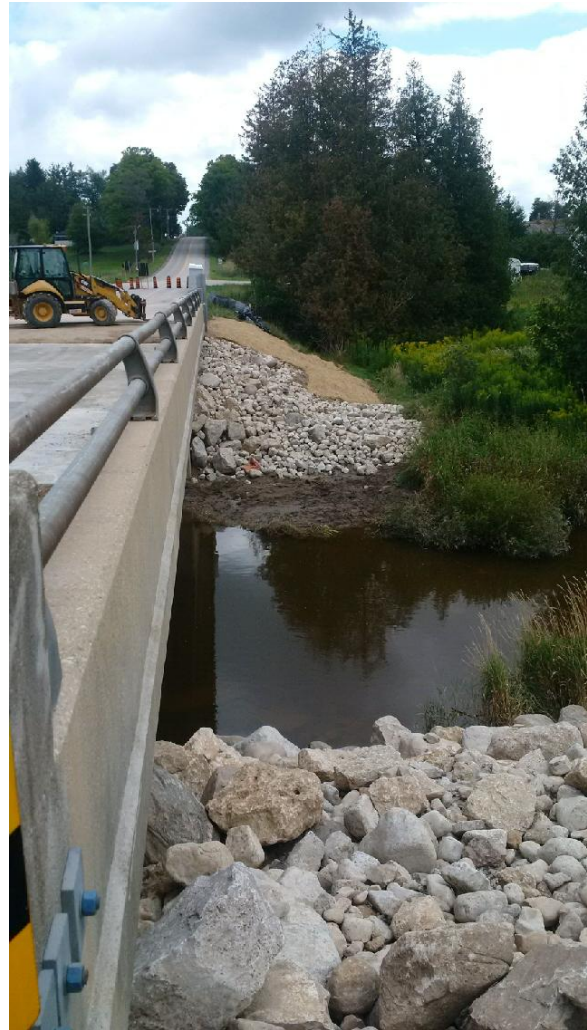
(S2) Culvert 004-0168 – Installation of New Concrete Box Culvert



(S3) Grand River Bridge 004-0115– Concrete repairs



(S3) Grand River Bridge 004-0115– Concrete repairs



(S3) Burnside Bridge 004-0115– Concrete Overlay



REPORT TO COMMITTEE

To: Chair Aultman and Members of Infrastructure and Environmental Services Committee

From: Scott C. Burns, Director of Public Works/County Engineer

Meeting Date: September 27, 2018

Subject: Dufferin/Grey Boundary Road Agreement

In Support of Strategic Plan Priorities and Objectives:
Service Excellence: 4.0

Purpose

The purpose of this report is to recommend the renewal of a long-standing agreement between Dufferin County and Grey County for maintenance of a shared boundary road.

Background & Discussion

Dufferin County and Grey County have historically entered into a maintenance agreement (attached) for the shared boundary road between the two counties referred to as Grey Road 9. The roadway is located in the north end of the County in the Township of Melancthon. Under the terms of the agreement, Grey County conducts all annual maintenance on the roadway with costs being shared equally between the counties. Dufferin and Grey are each responsible for half of the costs associated with any capital improvements on the road as well.

The former agreement has expired and therefore staff seek approval to renew.

Financial, Staffing, Legal and IT Considerations

The agreement provides for a lump sum payment, which is calculated from the previous 5-year average to maintain the road. An increase of 2% is added annually to this payment for the term of the agreement.

Each County at its own expense maintains liability insurance during the term of the agreement.

Strategic Direction and County of Dufferin Principles

Working with neighbouring municipalities to jointly administer services in an efficient and effective manner that is mutually beneficial supports the strategic objective of service excellence to the public. The Dufferin County principles are adhered to as follows:

1. We Manage Change – collaboratively working with neighbours to improve relationships and services;
2. We Deliver Quality Service – ensuring that maintenance activities meet necessary standards and are administered in a practical, cost effective manner;
3. We Communicate – by sharing timely and accurate project updates through Council;
4. We Make Good Decisions – making informed and thoughtful decisions that provided for high quality and dependable service to the motoring public.

Recommendation

THAT Report, Dufferin/Grey Boundary Road Agreement, from the Director of Public Works/County Engineer, dated September 27, 2018 be received;

AND THAT the boundary road agreement between Dufferin County and Grey County be approved;

AND THAT the necessary by-law be presented to County Council.

Respectfully Submitted By:

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer

BOUNDARY ROAD AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN

Hereinafter referred to as "Dufferin County"

- and -

THE CORPORATION OF THE COUNTY OF GREY

Hereinafter referred to as "Grey County"

WHEREAS Sections 20, 29, 29.1 and 52 of the Municipal Act, 2001, (the "Act") make provision for agreements between adjoining municipalities for the maintenance and repair of any highway forming the boundary between such municipalities, including the culverts thereon;

AND WHEREAS portions of a highway as particularly described herein comprise a shared boundary road between Dufferin County and Grey County (the "Road");

AND WHEREAS both parties wish for Grey County to provide year-round oversight, maintenance, and repair on the Road;

AND WHEREAS the parties wish to agree on a manner in which capital upgrades of the Road shall be completed;

AND WHEREAS the parties wish to share the costs equally for both maintenance and capital projects;

NOW, THEREFORE, THIS AGREEMENT WITNESSTH THAT, in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1. Definitions

- 1.1 "Agreement" means this Agreement and all instruments amending it;
- 1.2 "Road" means the portion of the highway forming the boundary between Grey County and Dufferin County, described as that portion of the County Boundary Line between the Municipality of Grey Highlands (on the north side) in the County of Grey and the Township of Melancthon (on the south side), in the County of Dufferin, which will be known as Grey Road 9, a total distance of approximately 3.2 kilometres. More specifically, it begins at the easterly limit of lot 230, concession 9 of Melancthon Township, running easterly to the intersection with the Township of Melancthon 5th Line.
- 1.3 "Road Maintenance" means all road maintenance budgeted work activities pertaining to the counties' responsibility in meeting the Minimum Maintenance Standards as set out in Ontario Regulation 239/02 of the Highway Traffic Act. (Programs exercised normally 365 days of the year in order to maintain the right of ways and infrastructure in a "state of repair").
- 1.4 "Schedule A" means a map showing the geographical location of the Road, attached hereto.
- 1.5 "Schedule B" means a document indicating the lump sum payable by Dufferin County in 2019 for the Annual Maintenance Costs of the Road, attached hereto.
- 1.6 "Winter Maintenance" means all winter-based budgeted work activities pertaining to the counties' responsibility in meeting the Minimum Maintenance Standards as set out in Ontario Regulation 239/02 of the Highway Traffic Act.
- 1.7 "Winter Maintenance Season" means the continuous period of time between the fifteenth (15th) day of November and the first (1st) day of April.

2. Term and Termination

- 2.1 This Agreement shall be effective on the date that it is signed by both parties and shall continue until September 30, 2023 (the “Term”).
- 2.2 The parties acknowledge that since the previous boundary road agreement expired, which was September 30, 2018, both have continued to act in good faith according to the operating terms of the previous boundary road agreement as if it had been in effect, pending the execution of this Agreement.
- 2.3 Either party may terminate this Agreement by providing the other with one hundred and twenty (120) days’ written Notice of its intent to terminate, pursuant to Section 15. However, such Notice may only be provided between April 15 and August 15 of any year throughout the Term of the Agreement.

3. Obligations of Grey County

- 3.1 Grey County shall undertake all Winter Maintenance activities with respect to the Road, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions, during each Winter Maintenance Season throughout the Term of the Agreement.
- 3.2 In addition to the requirements set out in 3 (a) above, Grey County shall attend to winter events that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the minimum standards set forth in regulations made by the Minister of Transportation as contemplated in section 44(4) of the Act (the “Minimum Maintenance Standards for Municipal Highways”) where such standards apply and, in the event that there is no applicable Minimum Maintenance Standard, shall meet the standard of what is reasonable in the circumstances.
- 3.3 Grey County shall be responsible for all removal of snow beyond the width of the Road and shoulders if required.
- 3.4 Grey County shall be responsible to provide snow blowing services required within the right of way, if deemed necessary by Grey County.
- 3.5 Grey County shall undertake all Road Maintenance activities with respect to the Road, including all routine patrolling and maintenance activities throughout the Term of this Agreement.
- 3.4 The Parties acknowledge that the level of service to be provided by Grey County on the Road may change throughout the Term of the Agreement. Any changes to the level of service shall meet the minimum standards set forth in the Minimum Maintenance Standards for Municipal Highways, Ontario Regulation 239/02 of the Act where such standards apply and, in the event that there is no applicable Minimum Maintenance Standard, shall meet the standard of what is reasonable in the circumstances.
- 3.5 Grey County shall be responsible for the drainage maintenance of the Road, including the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- 3.6 Grey County shall be responsible for the surface maintenance of the Road, including the repair of potholes, cracks and depressions.

4. Reimbursement

- 4.1 Dufferin County and Grey County shall each be responsible for one half of the total maintenance costs of the Road.
- 4.2 On or about December 31, 2018, Grey County will invoice Dufferin County for the lump sum amount for 2018 maintenance costs for the entire period of January 1, 2018 – December 31, 2018. The lump sum amount to be invoiced was previously established within the Boundary Road agreement between the two parties which expired on September 30, 2018. Dufferin County shall provide payment to Grey County no later than 30 days from receipt of such invoice.

- 4.3 On or about December 31 of each remaining year throughout the Term beginning in 2019, Grey County shall invoice Dufferin County annually for all maintenance intended to be undertaken during that calendar year. Dufferin County shall provide payment to Grey County no later than 30 days from receipt of any such invoice throughout the Term of the Agreement.
- 4.4 The invoices will be in the form of a lump sum that represents a five year average of the cost to complete the maintenance on the Road. The lump sum amount invoiced shall be equal to the total as indicated in Schedule "B" as attached hereto. The lump sum amount invoiced on December 31, 2019 shall increase by 2 percent per year in each subsequent year of the Agreement.

5. Capital Costs

- 5.1 Subject to the further terms set out in this section, Dufferin County and Grey County shall each be responsible for one-half of all capital improvements on the Road, including but not limited to items such as road construction, hot mix asphalt resurfacing, and the shoulder gravelling associated with this resurfacing, culvert repairs and replacement, and surface treatment.
- 5.2 Prior to completing any capital improvements Grey County will identify the required work to Dufferin County.
- 5.3 Except in the case of emergencies, Grey County shall notify Dufferin County two years in advance of any such capital improvement work proposed and the extent and cost of the capital improvement work shall be mutually agreed upon prior to proceeding with the work.
- 5.4 If Dufferin County and Grey County agree that the work is required, Dufferin County and Grey County will mutually agree how the work will be completed and whether Dufferin County or Grey County will administer the work in each case.
- 5.5 The party who administers the work as determined in Section 5.5 shall invoice the other party for one half of the capital costs no later than the 31st of December in the year in which the work was undertaken. The invoiced party shall pay the invoice no later than 30 days from receipt of the invoice.
- 5.6 All capital improvements on the Road including road construction, hot mix asphalt resurfacing, the shoulder graveling associated with this resurfacing, and the mid-life shoulder graveling application shall be apportioned between and paid by both parties on a 50/50 basis.
- 5.7 Despite Section 5.6, the capital expenditures by either party in any one year within the Term shall not exceed the sum of \$10,000 for work under Section 5.7. unless it has been approved pursuant to Section 5.8 below.
- 5.8 If a party identifies the need for capital expenditures to exceed the sum of \$10,000 for such work, it shall first advise the other party prior to the budget being set for the applicable budget year (not later than June 30th), or as soon as the need is identified where the work required is of a more urgent nature. The party making the request shall not proceed with the work without first receiving confirmation in writing from the other party that it has been included in the applicable budget year and has therefore been approved by its Council; or without first receiving the consent of the Council of the other party to the expenditure of any amount in excess of the said sum. If the Council does not provide approval, the party which has identified the need for the work to be completed may elect to proceed with the work without cost-sharing with the other party.

6. Indemnification

- 6.1 Grey County agrees to defend, indemnify and save and hold harmless Dufferin County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Grey County under the terms of this Agreement.
- 6.2 Dufferin County agrees to defend, indemnify and save and hold harmless Grey County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Dufferin County under the terms of this Agreement.

7. Insurance

- 7.1 Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, Municipal General Liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Written on an occurrence basis for limits not less than Fifteen Million Dollars (\$15,000,000);
 - b) Inclusion of the other party as an Additional Insured with respect to the operations of the named insured, and including Cross liability and severability of Interest clauses;
 - c) Non-owned automobile coverage including contractual non-owned coverage;
 - d) Products and completed operation coverage with a limit of at least Fifteen Million Dollars (\$15,000,000); and
 - e) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions.
- 7.2 Automobile liability insurance for limits not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
- 7.3 A thirty day written notice of cancellation, termination or material change.
- 7.4 Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.
- 7.5 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Road.

8. Force Majeure

- 8.1 Neither Grey County nor Dufferin County shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of Grey County or Dufferin County.
- 8.2 Grey County and Dufferin County agree that in the event of a disaster or FORCE MAJEURE the parties will co-operate and Grey County will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

9. Governing Law

- 9.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

10. Enforcement of Individual Municipal By-Laws Dealing with the Road

- 10.1 Except for the provisions of this Agreement respecting maintenance of the Road, it is specifically acknowledged in accordance with Section 28 of the *Act*, that the by-laws passed by each of Grey County and Dufferin County relating to their respective portions of a Road, such as, but not limited to, entrances, setbacks and parking shall remain in force and effect unless a bylaw passed by the Councils of both Grey County and Dufferin County shall designate otherwise.

11. Severability

- 11.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

12. Entire Agreement

- 12.1 This Agreement constitutes the entire agreement between the parties with respect to the year round maintenance and capital improvement projects for the Road and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to year round maintenance and capital improvement projects for the Road except as provided in this Agreement, and the attached Schedules "A" and "B".

13. Waiver and Amendment

- 13.1 Except as expressly provided in this Agreement no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

14. Successors and Assigns

- 14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

15. Notice

- 15.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For Grey County:

County Clerk
County of Grey Administration Building
595 9th Ave East
Owen Sound, ON N4K 3E3
Fax: 519-376-8998
Email: countyclerk@grey.ca

For Dufferin County:

County of Dufferin
55 Zina Street
Orangeville, ON L9W 1E5
Fax: 519-941-4565
Email: clerk@dufferincounty.ca

- 15.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
- a) Delivered personally on a business day, then on the day of delivery;
 - b) Sent by prepaid registered post, then on the second day following the registration thereof;
 - c) Sent by ordinary mail, then on the third business day following the date on which it was mailed; or
 - d) Sent by facsimile or email, upon confirmation of successful transmission of the notice.

16. Dispute Resolution

- 16.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act, 1991.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE COUNTY OF DUFFERIN:

PAUL MILLS, WARDEN

PAM HILLOCK, CLERK

I/we have the authority to bind the Corporation.

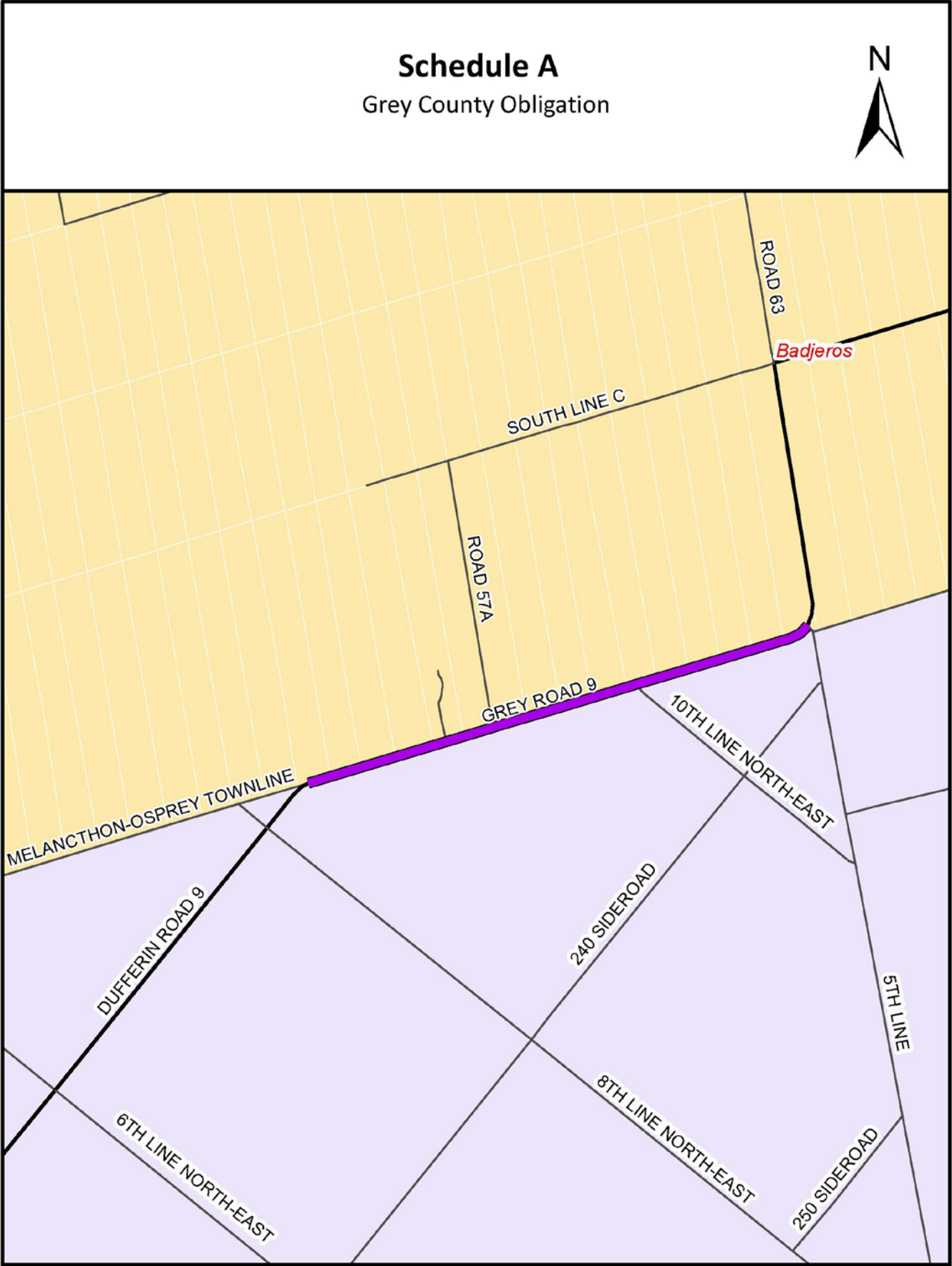
THE CORPORATION OF THE COUNTY OF GREY:

STEWART HALLIDAY, WARDEN, COUNTY OF GREY

HEATHER MORRISON, CLERK, COUNTY OF GREY

We have the authority to bind the Corporation.

Schedule "A"
Geographical Location Map



Schedule "B"
Grey Road 9 Annual Maintenance Costs Payable by Dufferin County

Lump sum amount for Winter Maintenance	\$8,984.19
Lump sum amount for Summer Maintenance	<u>\$ 897.35</u>
Total lump sum amount payable by Dufferin County:	\$9,881.54

The total lump sum amount shall be invoiced on or about December 31, 2018.

That amount shall increase by 2% per year in each subsequent year of this Agreement.

See Section 4 of the Agreement for other details on the invoicing.



REPORT TO COMMITTEE

To: Chair Aultman and Members of Infrastructure and Environmental Services Committee

From: Scott C. Burns, Director of Public Works/County Engineer

Meeting Date: September 27, 2018

Subject: **Development Agreements – Mansfield Gas Station East and West**

In Support of Strategic Plan Priorities and Objectives:

Good Governance: 3.0

Purpose

The purpose of this report is to recommend that the County enter into two nearly identical Township of Mulmur development agreements for gas station projects within the municipality. The projects mutually require storm sewer work within the Dufferin County right-of-way and therefore the County is therefore party to the agreements.

Background & Discussion

During the past couple of years, Dufferin Public Works staff have been working with the Township of Mulmur to finalize details around two adjacent proposed gas station projects. Both sites are located in Mansfield on Dufferin Road 18, one on the east side of the road and one on the west. The two developments mutually require that a comprehensive storm sewer design be completed to enable their combined operation. This work has been completed by the project consultant to ensure that each development is provided with a sufficient storm sewer outlet. This storm sewer will be installed to the satisfaction of Dufferin Public Works and all costs will be borne by the developers. In line with this, the development agreements require that sufficient funds be provided to the County in order for the work to be tendered as part of an upcoming Capital schedule. This ensures that, following an open and transparent tendering process, the County will maintain the necessary level of control for work within the roadway. This work generally includes the installation of storm sewer from Dufferin Road 18 east along Dufferin Road 17 with a total length of approximately 150 m. This new sewer will then connect to the County's existing storm system in this location.

The bulk of the agreements include terms that pertain primarily to the Township of Mulmur and the developers. Township of Mulmur Council approved the agreements in substantial form at their September 5, 2018 meeting and staff now seek the same from County Council. There are minor details to be refined that pertain primarily to cost

sharing between the two developers and staff will ensure that these items are appropriately addressed prior to finalizing the agreements.

Financial, Staffing, Legal and IT Considerations

Costs of the work referenced within the agreements will be borne by the respective developers.

The agreements have been reviewed and revised to the satisfaction of staff and the County solicitor. A final review will be completed prior to signing.

Strategic Direction and County of Dufferin Principles

Collaborating with Dufferin's member municipalities ensures that both parties benefit from each other's perspective, knowledge, and input. This combined effort supports the strategic objective of good governance. The Dufferin County principles are adhered to as follows:

1. We Manage Change – working collaboratively to address challenges associated with new development within the County;
2. We Deliver Quality Service – ensuring that agreements with third parties are comprehensive;
3. We Communicate – by sharing timely and accurate project updates through Council;
4. We Make Good Decisions – creating informed decisions that are mutually beneficial for Dufferin and the member municipalities.

Recommendation

THAT Report, Development Agreement – Mansfield Gas Station East, from the Director of Public Works/County Engineer, dated September 27, 2018 be received.

AND THAT the development agreement for the Mansfield East Gas Station be approved;

AND THAT the development agreement for the Mansfield West Gas Station be approved;

AND THAT the necessary by-laws be presented to County Council.

Respectfully Submitted By:

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer

SITE PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS ____th DAY OF _____, 2018.

BETWEEN:

PM PETRO INC.
(hereinafter called the “Owner”) **OF THE FIRST PART,**

-and-

THE CORPORATION OF THE TOWNSHIP OF MULMUR
(hereinafter called the “Municipality”) **OF THE SECOND PART**

-and-

THE CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called the “County”) **OF THE THIRD PART**

-and-

2234771 ONTARIO INC. **OF THE FOURTH PART**

WHEREAS the Owner represents that it is the registered owner of the lands described in Schedule “A” annexed hereto, which lands are hereinafter referred to as the “Lands”;

AND WHEREAS the Owner has applied for approval of a site development plan for the Lands to redevelop the lands for commercial purposes and make other improvements necessary, as prescribed by the Municipality;

AND WHEREAS this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990;

AND WHEREAS Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1.

Construction in Accordance with Plans & Prohibition

Unless otherwise approved in writing by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule “B” attached hereto and the conditions contained in Schedule “C” attached hereto. The Owner hereby agrees that no development or re-development will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the “Site Development Plans”), and without limiting the generality of the foregoing, development or re-development shall include the construction, erection or placing of one or more buildings or structures on the Lands or the making of an addition or alteration to a building or structure alteration of the natural landscape, drainage and stormwater management facilities, septic systems, wells, access driveways, lighting, signage or fencing.
2.

Timing

It is understood and agreed that if construction is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

2. Conformity with Site Development Plans and Conditions

The Owner further agrees that if any structures, buildings, facilities, services, works or landscaping improvements are constructed or altered on the Lands and Boulevard, they will be constructed in conformity with the Site Development Plans and conditions contained in Schedule "C" attached hereto. It is understood and agreed that if construction is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval in accordance with the provisions of the Planning Act, 1990.

In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

3. Completion and Security

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule "D" attached in such amount as specified therein ("Security") and in accordance with Schedule "E".

Notwithstanding anything else herein contained, the Owner hereby agrees not to undertake any development or re-development or construction of any structures for which a building permit has been issued, unless required securities are in place and this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner, or for any other reason under the provisions of this Agreement.

5. Release of Security

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement.

6. Construction

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.

7. Maintenance

The Owner shall maintain in good repair and in a safe and clean condition the Lands and Boulevard, vegetation, structures, buildings, facilities, services, works and landscaping on the Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or diseased vegetation. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions.

Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

8. Parkland Fees

In accordance with section 42(1) of the Planning Act, a parkland dedication fee in an amount equivalent to 2% of the value of the portion of the subject lands shall be required in accordance with Schedule "D"

9. Development Charges

Development Charges shall be due in accordance with Schedule "D" ", which shall be indexed annually, and as more particularly set out in Schedule "D" attached hereto.

10. Building Permits

Notwithstanding the provisions of this Agreement, the Owner hereby acknowledges that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- a. all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with;
- b. All terms of this agreement and any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency have been complied with and the Owner is not in default;
- c. all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- d. all property taxes with respect to the Lands have been paid in full.

In the event the development or re-development of the Lands herein contemplated requires any other municipal or other governmental approvals, including but not limiting the generality of the foregoing, a building permit, a consent for a severance or redesignation or rezoning or a variance pursuant to the provisions of the *Planning Act*, 1990, (as amended), a permit for access, ingress or egress, approvals pursuant to the provisions of the *Environmental Assessment Act*, (as amended) or the *Environmental Protection Act* (as amended), the approval of the Medical Officer of Health, any required permits and approvals from the Ministry of Transportation, the approval of the Conservation Authority having jurisdiction, permits or approvals from the County of Dufferin or the approval of any other governmental body or agency, then in such event the Owner hereby agrees not to commence any work on the Lands unless all such approvals, permits or rezoning have been obtained.

11. Landscaping

The Owner shall install and maintain such landscaping improvements as shown on the Site Development Plans and as set out in the conditions in Schedule "C" attached and maintain such plantings and landscaping in a healthy and growing condition at all times. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Grass, weeds and other vegetation shall be maintained in accordance with the Township's Property Maintenance Standards By-law and the Weed Control Act.

The installation of all new landscaping shall be completed by June 15 in the year the site plan works are substantially completed, or by October 15 if site works are substantially completed after June 15 of that year or by June 15 of the following year, if site plan works are substantially completed after October 15. All landscaping shall be maintained in a healthy and growing condition. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Any planting strip shall be utilized solely as a landscaped area and provide for visual and noise buffering.

12. Utility Providers

The Owner shall, at its sole cost, comply with the requirements of any, and all Utility Providers, where applicable, including bearing the cost of the relocation of existing hydro and gas facilities if applicable.

13. Costs

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands.

14. Owner's Expense

The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

15. Registration

The Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

16. Acknowledgement by Owner

The Owner acknowledges that the lands to the immediate east and west of the subject Lands are developed and used for residential purposes and that the commercial development, re-development and use of the Lands is to be carried out in a manner that generally minimizes significant and/or prolonged disruption of or impacts on the quiet enjoyment of the adjacent residential lands and uses.

17. Acknowledgement by Encumbrancer

The Encumbrancer hereby acknowledges that it is aware of all of the terms, covenants and conditions contained in this Agreement and agrees to be bound by such terms, covenants and conditions in the event that it should obtain control, possession or equitable ownership of the Lands.

18. Indemnification by Owner

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

In addition, the Owner acknowledges and agrees that the Municipality may not have a hydrant for fire protection services and may not support superior tanker shuttle accreditation and cannot guarantee the response time or quantity of water available for fire services.

19. Insurance

The Owner shall insure against all damages or claims for damage, with a policy or policies from an insurance company satisfactory to the Clerk of the Municipality and in accordance with Schedule "F".

20. Right of Entry

The Owner covenants and agrees with the Municipality to grant and hereby grants to the Municipality or its authorized representatives the right to enter upon the Lands or any part thereof in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

21. Default

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;
- b undertake or complete any obligation of the Owner hereunder;
- c enter upon the Lands through its servants or agents for any purpose whatsoever;

- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

22. Drainage

The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the owner shall with the prior approval of the Municipality, at the Owner's expense, construct such drainage works as may be required on the Lands and within the Boulevard. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Lands as a result of the development or re-development hereby contemplated and the construction of any works, facilities or structures on the Lands.

23. Occupancy

The Owner covenants and agrees that there shall be no occupancy of any new building until all requirements of this Agreement have been complied with and the Chief Building Official has issued an Occupancy Certificate.

Prior to requesting Occupancy, the Owner agrees to request the Township inspect the works. The Owner agrees not to apply for Occupancy until all works are completed to the Township's satisfaction, or that the Township has provided documentation that the Township has sufficient securities to cover any outstanding work.

The Chief Building Official may, however, issue a conditional Occupancy Certificate provided the Letter of Credit is sufficient to cover any outstanding works.

Prior to the issuance of an Occupancy Certificate the Owner shall complete the following:

- i) all water and sanitary services connections to be installed and confirmation that an adequate and potable water supply is available to be provided;
- iii) all site servicing and storm drainage works to be installed;
- iv) all external lighting and fencing to be installed; and
- v) any other matters that the Township deems necessary for Occupancy.

Landscaping, which the Owner is not able to carry out, if the site works are not completed before the winter months, shall be completed on or before the 15th day of June of the following year.

Occupancy of buildings and structures shall be limited to that which is permitted given the number of available parking spaces, or the Occupancy approved and posted by the Fire Department having jurisdiction, or by the design capacity of the septic waste disposal system, whichever is the least.

24. Successors and Assigns

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.

The obligations of the Owner (if more than one) shall be joint and several.

25. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

26. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

27. Interpretation

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Clerk of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the schedules attached hereto shall apply.

28. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

If made to the Municipality, shall be addressed to The Clerk, Township of Mulmur, 758070 Second Line East, RR # 2, Lisle, Ontario, L0M 1M0;

If made to the Owner and Encumbrancer at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office, or upon proof of delivery by return receipt.

However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

29. Hours of Operation

Hours of Construction activity within the site shall be restricted to Monday to Saturday from 7:00am – 6:00pm. For work within the County's jurisdiction, hour and days for Construction activity shall be defined in the tender document referenced in Schedule "C" to the County's satisfaction.

30. Applicable Law

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

31. Parking and Access

The Owner shall be responsible for snow removal from the Lands and, where necessary to accommodate safe operation of the business, from the Boulevards. Snow shall not be placed or stored on the Highway or within the road allowance or placed on any adjoining property.

The Owner shall repair and restore, to the satisfaction of the Municipality any damage caused to any existing road, road allowance or existing services, or drainage as a result of any development. The Owner shall pay for any costs involving in relocating or providing services to the property by reason of the development.

32. Security Lighting

Security lighting and illumination of parking areas and all other outside areas shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor only.

33. Waste Disposal

Indoor and/or outdoor solid waste facilities sufficient to handle solid waste, recyclable materials and organic matter generated by the use shall be provided. Any waste bin located in the outdoors shall be enclosed by a tight board fence and gates of a sufficient height to substantially screen the facility from view from the exterior. The handling and storage of all such materials shall be carried out in a manner that ensures that rodents and other animals do not have access to the materials, so that odours are contained and minimized, and so it does not cause a nuisance to adjacent residential uses. Waste disposal services are not provided by the Township and private arrangements for the proper disposal of all such waste shall be made with the County of Dufferin and/or with a properly licensed waste hauler/disposal contractor.

34. Water and Sewage Disposal

35. Drainage

36. Signage

37. Special Conditions

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) PM PETRO INC.
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) _____
) Name (print) Title
) (I have authority to bind the Corporation)
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) 2234771 ONTARIO INC
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) Name (print) Title
) (I have authority to bind the Corporation)
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) THE CORPORATION OF THE
) TOWNSHIP OF MULMUR
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) CLERK
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) THE CORPORATION OF THE
) COUNTY OF DUFFERIN
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) _____
) WARDEN
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Authorized by By-law No _____
passed on the ____ day of _____, 2018.

SCHEDULE “A”

Lands Affected by this Agreement

CON 7 E W PT LOT 10 PLAN 307 PT BLOCK N RP 7R3236 PART 1

Township of Mulmur, County of Dufferin

PIN 34108-077 LT

Encumbrances Registered Against the Lands

MORTGAGE: 2234771 ONTARIO INC

DC199929

Lands to be Transferred to the County of Dufferin

Part 1, Plan 7R-

SCHEDULE “B”

SITE DEVELOPMENT PLANS

DRAWING	DESIGNER	DATE	REVISION
Site Plan SP1	Zoltan Engineering Inc	May 31 2018	July 3 2018
Kiosk Layout and Elevations, Canopy Elevations SP2	Zoltan Engineering Inc	May 31 2018	July 3 2018
Site Servicing Plan SS1	Zoltan Engineering Inc	May 31 2018	July 32018
Site Grading Plan Erosion & Sediment Control SG1	Zoltan Engineering Inc	May 31 2018	July 3 2018
Drainage Area Plan Pre and Post Development SG2	Zoltan Engineering Inc	May 31 2018	July 3 2018
Truck Turning Plan TT1	Zoltan Engineering Inc	May 31 2018	July 3 2018
Building Layout and Elevations SP4			xx
Septic DesignSP-1, DT-1, DT-2, DT-3			May 12, 2017
Outdoor Lighting	YMSD Consulting	Feb 09/17	June 05/18 (stamp)

REPORTS

REPORT	AUTHOR	DATE
Traffic Impact Study	LMM Engineering Inc	Revised June 6, 2018
Servicing & Storm Water Management Report	Zoltan Engineering Inc	May 31, 2018
Environmental Compliance Approval	Gunnell Engineering	12-May-2017
Stormceptor Sizing Report & Maintenance Manual	Forterra	n/a
In Case of a Spill	n/a	n/a

- The drawings are available for review at the Township of Mulmur Municipal Offices at 758070 Second Line East, Mulmur, R. R. # 2 Lisle, Ontario, L0M 1M0.
- A reduced version of the site plan is included as Part of Schedule “B”.

SCHEDULE "C"

(Special Conditions concerning the development or re-development of the Lands)

1. The Owner shall ensure that all infrastructure is maintained, and that MOECP Guidelines and Best Practices are followed with respect to monitoring, maintaining and operating infrastructure, including any service infrastructure, oil grit separator, and stormwater facilities.
2. MOECP approval for the oil grit separator and stormwater facility are required prior to the release of a building permit.
3. The entrance roadways shall be located, designed, signed and constructed in accordance with the requirements of County of Dufferin and the Municipality and with the locations design and specifications provided on the approved site plan. A permit from Dufferin County is required prior to the issuance of a building permit.
4. The Owner agrees to provide to the County of Dufferin, free and clear of all encumbrances, lands described in Schedule "A" for the purposes of a road widening. Prior to the land transfer, the demolition shall be completed, and the land cleaned with an ESA report of the gas tank dimensioning such that it is confirmed that the County is not receiving contaminated lands. The report is to be provided to the County for review and approval. The land is to be transferred to the County prior to the owner submitting a building permit application for the new building and sewage system. This is needed for the storm sewer work to commence.
5. All parking areas and aisles shall be maintained with asphalt as indicated on the approved drawings. Individual parking spaces shall be painted on the surface of the parking area. A sign shall be erected to demark the barrier free parking space including identification as "VAN ACCESSIBLE". The barrier free parking aisle is to be painted with high tonal contrast diagonal lines.
6. Security lighting and illumination of parking areas and all other outside areas accessible by patrons of the commercial use shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor where reasonable.
7. Municipal water connection fees apply in accordance with Schedule "D". All connections shall be to the Township's satisfaction.
8. The Owner's engineer shall supervise, test and approve base soil conditions prior to footings being poured. All imported fill shall be placed as engineered fill, and in accordance with approved fill placement procedures.
9. The Owner shall be responsible for all maintenance of Stormwater retention works, including maintaining the oil grit separator in accordance with manufacturer's requirements and Environmental Compliance Approval issued by the MOECP.
10. The Owner shall provide a copy of the Operation and Maintenance Manual for the oil grit separator, and stormwater facility to the Township, County and NVCA. The Owner shall also provide a copy of the Environmental Compliance Approval.
11. Appropriate T-time values shall be determined in-situ and plans adjusted as necessary, and in consultation with the County of Dufferin and Township of Mulmur.
12. The Owner agrees to ensure that all Stormwater management facilities and sediment and erosion control measures will be in place prior to construction of the building and Nottawasaga Valley Conservation Authority standards shall be adhered to. The Owner further agrees to maintain the on-site controls in accordance with the Stormwater Management Plan.
13. The Owner agrees to undertake tree replacement of all trees damaged as a result of off-site works and replace such trees in accordance with the approved Plans. Where a tree is damaged that is not specified in the Plans, such tree shall be replaced to the Township's and/or County's satisfaction.
14. A permit shall be required from the County of Dufferin prior to any work within the County Right-of-Way.
15. The Owner agrees to enter into a cost-sharing agreement with the owners of the East Gas station for works required for both development within the County Right-of-Way. The Township agrees to make a best effort to recover a portion of the costs of such work, in accordance with any

calculations approved by the Township's engineers, where the East Gas station project enters into a site plan agreement prior to 2025.

16. The Owner agrees that construction of the storm sewer and associated infrastructure to provide a drainage outlet for the site within the County Right of Way is required prior to commencement of construction of the on-site storm sewers and placement of the hard surfaces on areas outside the building envelope. The Owner further agrees that it shall be responsible for all costs associated with the said storm sewer and associated infrastructure in accordance with the special conditions set out below.

The Owner agrees to submit a staged erosion and sediment control plan to the satisfaction of the Township and County Engineer to demonstrate that pre-development site drainage is maintained for all work that occurs within the site prior to the completion of the storm sewer drainage outlet work within the County Right-of-Way.

17. The Owner agrees to complete all detail design work for the storm sewer works and the County and Township Engineer will review all detail design work at the Owner's expense. As part of the design process, the County and Township Engineer, shall at that time, using their professional judgment, determine if any supplemental storm sewer works or improvements are required prior to tendering the work, and if so, the Owner shall also be responsible for all costs arising from that supplemental work. The storm sewer works, and any supplemental storm sewer works are collectively referred to as the "Required Storm Sewer Works."
18. The Owner shall apply for and obtain an Environmental compliance approval ("ECA") for the Required Storm Sewer Works. The Owner shall provide the County and Township with a copy of the ECA and a set of "Issued for Construction" drawings stamped by two Professional Engineers licensed in the Province of Ontario, for the Required Storm Sewer Works located within the County Road Right-of-Way. Once the design has been completed and an ECA is issued, the Township Engineer shall prepare all necessary documents to permit the Required Storm Sewer Works to be tendered for construction as public works ("the Tender Package"). Specifically, the County will tender to commence works approximately 5 m from STC300 to EX. STM MH 7 on County Road 17. On the opposing side, the County will commence at MH 6 extending a pipe length (approximately 6 m) towards the existing gas station site, then extending towards County Road 17.
19. The Township Engineer shall prepare the tender package, in accordance with municipal requirements, at the Owner's cost. The Township Engineer shall provide a budget of its estimated cost of construction, including engineering and contingencies and the Owner shall provide a deposit in the amount of this budget prior to the County proceeding to tender the work. This deposit is in addition to that required under Schedule "E". The deposit shall be drawn to pay the actual fees, and should the actual costs be in excess of the budget, those additional costs shall be reimbursed by the Owner within 30 days of the costs being invoiced to the Owner.
20. Upon the finalization of the tender package and receipt of the monies as security, the County, in conjunction with the Township Engineer, shall proceed to issue the tender for the construction of the Required Storm Sewer Works in accordance with County municipal procurement and tender policies, procedures and procurement by-law. If the successful bid is less than the estimated total cost of the Required Storm Sewer Works, the County shall award the contract for the Required Storm Sewer Works to the successful bidder. If the successful bid is more than the estimated total cost of the Required Storm Sewer Works, the County shall only award the contract to the Required Storm Sewer Works to the successful bidder upon receipt of additional monies for security from the Owner. If the Owner declines to provide the additional monies, then the process shall be restarted in the next construction season. As construction proceeds, should there be any unforeseen construction costs over and above those budgeted for contingencies, the Owner shall be consulted, and the Owner shall be responsible for and shall reimburse the County for same within 30 days of a written invoice being provided. The Township Engineer shall carry out all contract administration and construction inspection and the Owner shall reimburse the Township and County all invoices incurred for the same within 30 days of the costs being invoiced by the Township and County, as well as for the involvement of the Township and/or County Solicitor during this design, tender and construction process, if such involvement is so required. At the completion of the Required Storm Sewer Works project, the Township Engineer shall issue an accounting of the costs incurred, including the amounts paid out under the Required Storm Sewer Works contract; amounts paid out under any amendments to the Required Storm Sewer Works contract; the invoices of the Township Engineer and the invoices of the Township and/or County Solicitor. This accounting shall be used and be the determinative amount for calculating any amounts owed by the Owner. Any unspent amounts remaining from the deposit will be refunded to the Owner without interest.
21. It is specifically agreed by the parties that the Required Storm Sewer Works shall be procured and tendered in accordance with municipal standard policies and procedures including the applicable procurement by-law, which requires competitive bidding. The County's standard procurement and tendering policies and procedures and the County procurement by-law shall govern. Subject to the Owner abiding by the County procurement and tender policies, procedures and the County procurement by-law, the Owner is permitted to bid on the tender.

22. In all circumstances and without limiting the foregoing conditions, the Required Storm Sewer Works shall be designed, constructed and installed at the Owner's cost to the satisfaction of the Township for the Required Storm Sewer Works under its jurisdiction and to the satisfaction of the County for the Required Storm Sewer Works under its jurisdiction. The Owner agrees to pay for all costs associated with tender preparation, and all costs incurred during the construction of the works, including inspection services, arborist if required, the Township's water operator's time, and other matters that arise directly related to the construction of this new storm sewer, all of which shall be at the Owner's sole expense. The Owner acknowledges and agrees that, to accommodate the new storm sewer, water shutdowns in Mansfield will be required resulting in additional coordination and potentially the purchase of bottled water to hand out during the shutdown.
23. The owner agrees to provide final stamped drawings to the County Building Department and to the Township for the proposed retaining walls after completing the geotechnical report which is noted to be required in SSG-3.
24. The Owner agrees to participate in a pre-construction meeting with the abutting landowners, if requested, and to provide a written report on the anticipated boundary issues, including but not limited to: encroachment during construction, visual impacts, tree removal and replacements, anticipated noise, schedule, site supervisor contact information and to provide a copy of the engineering drawings.
25. The Owner agrees to provide written certification from a qualified professional that the works have been constructed in accordance with the plans and reports approved by the NVCA and Township of Mulmur.

SCHEDULE “D”

SECURITIES FOR SITE WORKS

To secure the obligations of the Owner under the terms of this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in the form(s) specified in the Agreement, shall be provided prior to the release of the municipal approval of any application for building permit(Estimated cost of facilities, services, works and landscaping improvements - Note: does not include buildings and structures unless they are specifically for the provision of works and services (e.g. garbage storage facility) covered by site plan control)

SECURITIES REQUIRED PRIOR TO SITE ACTIVITY

Works	
On-site works	\$283,498
Off-site Works (in County of Dufferin R-O-W)	\$90,800
Engineering Contingency on all works (15%)	\$56,145
Parkland Dedication Fee (based on purchase price 2016)	
\$600,000 x 0.02	\$12,000
Development Charges	
2160sq ft x \$0.45	\$1,037
Municipal Approval	\$125
TOTAL	\$443,605

SCHEDULE “E”

Letter of Credit

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule “D” attached in such amount as specified therein (“Security”).

The Municipality will accept an irrevocable Letter of Credit for the Security drawn on a chartered bank of Canada acceptable to the Municipality in lieu of the cash amount, provided such letter of credit shall be in a form acceptable to the Municipality and contain the following provisions:

- i) the Letter of Credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without any limitations whatsoever;
- ii) drawings on the Letter of Credit shall be permitted upon presentation of a letter from the Municipality to the bank claiming default by the Owner under the terms of this Agreement, and such defaults shall not be limited to the actions of the Owner;
- iii) partial drawings shall be permitted;
- iv) the Letter of Credit shall provide for automatic renewal or a replacement Letter of Credit in such terms acceptable to the Township Clerk until such time as the Township advises the Bank that the Letter of Credit may be reduced or is no longer required; and
- v) if the Letter of Credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement Letter of Credit in such form and on such terms acceptable to the Municipality, the Municipality may be permitted to draw on up to 100% of the Letter of Credit on or before the date of expiry.

SCHEDULE "F"

INSURANCE REQUIREMENTS

The insurance policy or policies shall name the Municipality, County, and the Township Engineer (R.J. Burnside & Associates Ltd.) as named insured. The minimum limits shall be \$5,000,000.00 all inclusive for each incident. The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held.

The Owner shall prove to the satisfaction of the Municipality from time to time as the Township's Clerk may require, that all premiums on such a policy or policies of insurance have been paid and that the insurance is maintained in full force and effect during the life of this Agreement.

THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. - 18

**A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MULMUR TO
ENTER INTO A SITE PLAN AGREEMENT**

(PM Petro Inc. – Mansfield East Gas Station)

WHEREAS the Planning Act, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

AND WHEREAS an application and site development plans have been submitted for lands in Part of the Lot 10, Concession 7 EHS, being PLAN 307 PT BLOCK N RP 7R3236 PART 1, Mansfield and Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Township’s requirements;

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

1. That the Township enter into a site plan agreement for the further development of the lands to which it applies, substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Township’s solicitor is hereby authorized to register the agreement against the title of the lands to which it applies.

BY-LAW READ A FIRST AND SECOND TIME THIS ____ DAY OF _____, 2018.

BY-LAW READ A THIRD TIME AND PASSED THIS ____ DAY OF _____, 2018.

MAYOR

CLERK

SITE PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS ____th DAY OF SEPTEMBER 2018.

BETWEEN:

**2480415 ONTARIO INC.
(hereinafter called the “Owner”)**

OF THE FIRST PART,

-and-

**THE CORPORATION OF THE TOWNSHIP OF MULMUR
(hereinafter called the “Municipality”)**

OF THE SECOND PART

-and-

**THE CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called the “County”)**

OF THE THIRD PART

WHEREAS the Owner represents that it is the registered owner of the lands described in Schedule “A” annexed hereto, which lands are hereinafter referred to as the “Lands”;

AND WHEREAS the Owner has applied for approval of a site development plan for the Lands to redevelop the lands for commercial purposes and make other improvements necessary, as prescribed by the Municipality;

AND WHEREAS this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990;

AND WHEREAS Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Construction in Accordance with Plans & Prohibition

Unless otherwise approved in writing by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule “B” attached hereto and the conditions contained in Schedule “C” attached hereto. The Owner hereby agrees that no development or re-development will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the “Site Development Plans”), and without limiting the generality of the foregoing, development or re-development shall include the construction, erection or placing of one or more buildings or structures on the Lands or the making of an addition or alteration to a building or structure alteration of the natural landscape, drainage and stormwater management facilities, septic systems, wells, access driveways, lighting, signage or fencing.

2. Timing

It is understood and agreed that if construction is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

2. Conformity with Site Development Plans and Conditions

The Owner further agrees that if any structures, buildings, facilities, services, works or landscaping improvements are constructed or altered on the Lands and Boulevard, they will be constructed in conformity with the Site Development Plans and conditions contained in Schedule “C” attached hereto. It is understood and agreed that if construction is not

commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval in accordance with the provisions of the Planning Act, 1990.

In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

Occupancy of buildings and structures shall be limited to that which is permitted given the number of available parking spaces, or the Occupancy approved and posted by the Fire Department having jurisdiction, or by the design capacity of the septic waste disposal system, whichever is the least.

The Owner shall be responsible for snow removal from the Lands and, where necessary to accommodate safe operation of the business, from the Boulevards. Snow shall not be placed or stored on the Highway or within the road allowance or placed on any adjoining property.

Grass, weeds and other vegetation shall be maintained in accordance with the Township's Property Maintenance Standards By-law and the Weed Control Act.

3. Completion and Security

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule "D" attached in such amount as specified therein ("Security") and in accordance with Schedule "E".

Notwithstanding anything else herein contained, the Owner hereby agrees not to undertake any development or re-development or construction of any structures for which a building permit has been issued, unless required securities are in place and this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner, or for any other reason under the provisions of this Agreement.

5. Release of Security

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement.

6. Construction

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.

7. Maintenance

The Owner shall maintain in good repair and in a safe and clean condition the Lands and Boulevard, vegetation, structures, buildings, facilities, services, works and landscaping on the Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of

broken, damaged or worn material or parts and the replacement of dead or diseased vegetation. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions.

Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

8. Parkland Fees

In accordance with section 42(1) of the Planning Act, a parkland dedication fee in an amount equivalent to 2% of the value of the portion of the subject lands shall be required in accordance with Schedule "D"

9. Development Charges

Development Charges shall be due in accordance with Schedule "D" ", which shall be indexed annually, and as more particularly set out in Schedule "D" attached hereto.

10. Building Permits

Notwithstanding the provisions of this Agreement, the Owner hereby acknowledges that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- a. all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with:
- b. all terms of this agreement and any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency have been complied with and the Owner is not in default
- c. all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- d. all property taxes with respect to the Lands have been paid in full.

In the event the development or re-development of the Lands herein contemplated requires any other municipal or other governmental approvals, including but not limiting the generality of the foregoing, a building permit, a consent for a severance or redesignation or rezoning or a variance pursuant to the provisions of the Planning Act, 1990, (as amended), a permit for access, ingress or egress, approvals pursuant to the provisions of the Environmental Assessment Act, (as amended) or the Environmental Protection Act (as amended), the approval of the Medical Officer of Health, any required permits and approvals from the Ministry of Transportation, the approval of the Conservation Authority having jurisdiction, permits or approvals from the County of Dufferin or the approval of any other governmental body or agency, then in such event the Owner hereby agrees not to commence any work on the Lands unless all such approvals, permits or rezoning have been obtained.

11. Landscaping

The Owner shall install and maintain such landscaping improvements as shown on the Site Development Plans and as set out in the conditions in Schedule "C" attached, and maintain such plantings and landscaping in a healthy and growing condition at all times. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Grass, weeds and other vegetation shall be maintained in accordance with the Township's Property Maintenance Standards By-law and the Weed Control Act.

The installation of all new landscaping shall be completed by June 15 in the year the site plan works are substantially completed, or by October 15 if site works are substantially completed after June 15 of that year or by June 15 of the following year, if site plan works are substantially completed after October 15. All landscaping shall be maintained in a healthy and growing condition. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Any planting strip shall be utilized solely as a landscaped area and provide for visual and noise buffering.

12. Utility Providers

The Owner shall, at its sole cost, comply with the requirements of any, and all Utility Providers, where applicable, including bearing the cost of the relocation of existing hydro and gas facilities if applicable.

13. Costs

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands.

14. Owner's Expense

The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

15. Registration

The Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

16. Acknowledgement by Owner

The Owner acknowledges that the lands to the immediate east and west of the subject Lands are developed and used for residential purposes and that the commercial development, re-development and use of the Lands is to be carried out in a manner that generally minimizes significant and/or prolonged disruption of or impacts on the quiet enjoyment of the adjacent residential lands and uses.

17. Acknowledgement by Encumbrancer

The Encumbrancer hereby acknowledges that it is aware of all of the terms, covenants and conditions contained in this Agreement and agrees to be bound by such terms, covenants and conditions in the event that it should obtain control, possession or equitable ownership of the Lands.

18. Indemnification by Owner

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

In addition, the Owner acknowledges and agrees that the Municipality may not have a hydrant for fire protection services, and may not support superior tanker shuttle accreditation and cannot guarantee the response time or quantity of water available for fire services.

19. Insurance

The Owner shall insure against all damages or claims for damage, with a policy or policies from an insurance company satisfactory to the Clerk of the Municipality and in accordance with Schedule "F".

20. Right of Entry

The Owner covenants and agrees with the Municipality to grant and hereby grants to the Municipality or its authorized representatives the right to enter upon the Lands or any part thereof in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

21. Default

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;
- b undertake or complete any obligation of the Owner hereunder;
- c enter upon the Lands through its servants or agents for any purpose whatsoever;
- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

22. Drainage

The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the owner shall with the prior approval of the Municipality, at the Owner's expense, construct such drainage works as may be required on the Lands and within the Boulevard. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Lands as a result of the development or re-development hereby contemplated and the construction of any works, facilities or structures on the Lands.

23. Occupancy

The Owner covenants and agrees that there shall be no occupancy of any new building until all requirements of this Agreement have been complied with and the Chief Building Official has issued an Occupancy Certificate.

Prior to requesting Occupancy, the Owner agrees to request the Township inspect the works. The Owner agrees not to apply for Occupancy until all works are completed to the Township's satisfaction, or that the Township has provided documentation that the Township has sufficient securities to cover any outstanding work.

The Chief Building Official may, however, issue a conditional Occupancy Certificate provided the Letter of Credit is sufficient to cover any outstanding works.

Prior to the issuance of an Occupancy Certificate the Owner shall complete the following:

- i) all water and sanitary services connections to be installed and confirmation that an adequate and potable water supply is available to be provided;
- iii) all site servicing and storm drainage works to be installed;
- iv) all external lighting and fencing to be installed; and
- v) any other matters that the Township deems necessary for Occupancy.

Landscaping, which the Owner is not able to carry out, if the site works are not completed before the winter months, shall be completed on or before the 15th day of June of the following year.

24. Successors and Assigns

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.

The obligations of the Owner (if more than one) shall be joint and several.

25. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

26. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

27. Interpretation

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Clerk of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the schedules attached hereto shall apply.

28. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

If made to the Municipality, shall be addressed to The Clerk, Township of Mulmur, 758070 Second Line East, RR # 2, Lisle, Ontario, L0M 1M0;

If made to the Owner and Encumbrancer at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office, or upon proof of delivery by return receipt.

However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

29. Hours of Operation

Hours of Construction activity within the site shall be restricted to Monday to Saturday from 7:00am – 6:00pm. For work within the County's jurisdiction, hour and days for Construction activity shall be defined in the tender document referenced in Schedule "C" to the County's satisfaction.

30. Applicable Law

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

31. Parking and Access

The Owner shall be responsible for snow removal from the Lands and, where necessary to accommodate safe operation of the business, from the Boulevards. Snow shall not be placed or stored on the Highway or within the road allowance or placed on any adjoining property.

The Owner shall repair and restore, to the satisfaction of the Municipality any damage caused to any existing road, road allowance or existing services, or drainage as a result of any development. The Owner shall pay for any costs involving in relocating or providing services to the property by reason of the development.

32. Security Lighting

Security lighting and illumination of parking areas and all other outside areas shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor only.

33. Waste Disposal

Indoor and/or outdoor solid waste facilities sufficient to handle solid waste, recyclable materials and organic matter generated by the use shall be provided. Any waste bin located in the outdoors shall be enclosed by a tight board fence and gates of a sufficient height to substantially screen the facility from view from the exterior. The handling and storage of all such materials shall be carried out in a manner that ensures that rodents and other animals do not have access to the materials, so that odours are contained and minimized, and so it does not cause a nuisance to adjacent residential uses. Waste disposal services are not

Sufficient, fully enclosed waste disposal and recycling receptacles shall also be provided at appropriate location on the property and securely contain all solid waste (litter, refuse, garbage, recyclables, etc.) generated by patrons of the establishment. Adequate measures, including daily emptying of waste receptacles and regular litter collection, as necessary, shall be undertaken to ensure that litter and refuse do not create an unkept or unsightly appearance, an attraction to domestic or wild animals and/or a nuisance to adjacent landowners.

No municipal sewage collection, treatment and disposal system exists, nor is such ever intended to be provided. If it is, at any time, insufficient, additional on-site systems must be constructed and/or the level of use must be reduced so that adequate services are provided, in accordance with the requirements of the County of Dufferin Building Department or the Ministry of the Environment, as applicable. Septic systems are to be used and maintained in a manner that ensures that the contamination of water supplies on adjacent properties does not result.

The natural drainage shall not be altered so as to significantly impede the flow of any surface run-off onto the Lands from adjacent lands, or significantly increase the flow from the Land to adjacent lands, to prevent damage to or otherwise detrimentally alter the condition of adjacent lands. Rooftop run-off shall generally be directed to the proposed on-site swales and overland flow routes, and so that it does not flow directly onto or cause damage to adjacent lands.

Works required to be carried out to control the volume and rate of runoff and to convey run-off from the site to a suitable outlet shall be carried out by the Owner in accordance with the requirements of the Municipality, and the Owner's expense. All measures intended to control run-off and/or treat stormwater shall be constructed in accordance with the specifications outlined on the approved site plans, and maintained, repaired or replaced so that their intended function is maintained at all times.

Advertising and directional signage erected both on and off-site within the Municipality must be in compliance with the Municipality's Sign By-law and the requirements of the applicable road authority.

Special conditions concerning the development of the Lands are provided in Schedule "C", attached to and forming part of this agreement.

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2480415 Ontario Inc
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Name (print) Title
(I have authority to bind the Corporation)
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) THE CORPORATION OF THE
) TOWNSHIP OF MULMUR
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SCHEDULE “A”

Lands Affected by this Agreement

CON 6 E PT LOT 10 PR 7R6201 PARTS 3 TO 5

Township of Mulmur, County of Dufferin

PIN 34108-0353

Encumbrances Registered Against the Lands

None

Lands to be Transferred to the County of Dufferin

Part 1 and 2, Plan 7R-6548

SCHEDULE “B”

SITE DEVELOPMENT PLANS

DRAWING	DESIGNER	DATE	REVISION
Site Plan A0	Antrix Architects Inc	06-04-16	Aug 10/2018
Grading, SSG-1	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Site Servicing, SSG-2	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Details, SSG-3	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Existing & Proposed Drainage, SSG-4	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Erosion & Sediment Control Plan, ERC	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Proposed STM Sewer, S1,	RAM Engineering Inc	July 2017	July 28, 2018
Sewer Design S-2	RAM Engineering Inc	July 2017	June 6, 2018
Plan View Sewage Treatment and Disposal System Design, B-1	WSP	July 2016	
Electrical drawings E1.0, Ei.1, E1.2	DAR Engineering & Design	April 2016	
Landscape Plan, L1, L2	msla Marton Smith Landscape Architects and Antrix Architects Inc	May 2016	/11/18

REPORTS

REPORT	AUTHOR	DATE
Traffic Impact Study	Mark Engineering	April 2016
Geotechnical Investigation Report	amec foster wheeler	June 16, 2016
Stormwater Management Report	RAM Engineering Inc	August 8, 2016, Revised August 8, 2018
MOE Pipe Data Form	Ram Engineering Inc	June 08, 2018

- The drawings are available for review at the Township of Mulmur Municipal Offices at 758070 Second Line East, Mulmur, R. R. # 2 Lisle, Ontario, L0M 1M0.
- A reduced version of the site plan is included as Part of Schedule “B”.

SCHEDULE “C”

(Special Conditions concerning the development or re-development of the Lands)

1. The Owner shall ensure that all infrastructure is maintained, and that MOECP Guidelines and Best Practices are followed with respect to monitoring, maintaining and operating infrastructure, including any service infrastructure, oil grit separator, infiltration trench or stormwater facilities.
2. MOECP approvals for oil grit separator and stormwater management facilities are required prior to the release of a building permit.
3. The entrance roadways shall be located, designed, signed and constructed in accordance with the requirements of the County of Dufferin and the Municipality and with the locations, design and specifications provided on the approved site plan. A permit from Dufferin County is required prior to the issuance of a building permit.
4. The Owner agrees to provide to the County of Dufferin, free and clear of all encumbrances, lands described in Schedule “A” for the purposes of a road widening
5. All parking areas and aisles shall be maintained with a heavy-duty asphalt. The drive though may be constructed with a lighter asphalt standard. Individual parking spaces shall be painted on the surface of the parking area. Sign shall be erected to demark barrier free parking spaces including identification as “VAN ACCESSIBLE”. The barrier free parking aisle is to be painted with high tonal contrast diagonal lines.
6. Security lighting and illumination of parking areas and all other outside areas accessible by patrons of the commercial use shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor where reasonable.
7. Municipal water connection fees apply in accordance with Schedule “D”. All connections shall be to the Township’s satisfaction.
8. The Owner’s engineer shall supervise, test and approve base soil conditions prior to footings being poured. All imported fill shall be placed as engineered fill, and in accordance with approved fill placement procedures.
9. The Owner shall be responsible for all maintenance of Stormwater retention works, including maintaining the oil grit separator in accordance with manufacturer’s requirements and Environmental Compliance Approval issued by the MOECP.
10. The Owner shall provide a copy of the Operation and Maintenance Manual for the oil grit separator, infiltration trench and storm water retention works to the Township, County and NVCA. The Owner shall also provide a copy of the Environmental Compliance Approval.
11. Appropriate T-time values shall be determined in-situ and plans adjusted as necessary, and in consultation with the County of Dufferin and Township of Mulmur.
12. The Owner agrees to ensure that all Stormwater management facilities and sediment and erosion control measures will be in place prior to any side alterations and that the recommendations of the stormwater management report and Nottawasaga Valley Conservation Authority standards shall be adhered to. The Owner agrees to maintain the on-site controls in accordance with the Stormwater Management Plan
13. The Owner agrees to undertake tree replacement of all trees damaged as a result of off-site works and replace such trees in accordance with the approved Plans. Where a tree is damaged that is not specified in the Plans, such tree shall be replaced to the Townships and/or County’s satisfaction.
14. A permit shall be required from the County of Dufferin prior to any work within the County Right-of-Way.
15. The Owner agrees to enter into a cost-sharing agreement with the owners of the East Gas station for works required for both development within the County Right-of-Way. The Township agrees to make a best effort to recover a portion of the costs of such work, in accordance with any calculations approved by the Township’s engineers, where the East Gas station project enters into a site plan agreement prior to 2025.
16. The Owner agrees that construction of the storm sewer and associated infrastructure to provide a drainage outlet for the site within the County Right of Way is required prior to commencement of construction of the on-site storm sewers and placement of the hard surfaces on areas outside the

building envelope. The Owner further agrees that it shall be responsible for all costs associated with the said storm sewer and associated infrastructure in accordance with the special conditions set out below.

17. The Owner agrees to complete all detail design work for the storm sewer works and the County and Township Engineer will review all detail design work at the Owner's expense. As part of the design process, the County and Township Engineer, shall at that time, using their professional judgment, determine if any supplemental storm sewer works or improvements are required prior to tendering the work, and if so, the Owner shall also be responsible for all costs arising from that supplemental work. The storm sewer works, and any supplemental storm sewer works are collectively referred to as the "Required Storm Sewer Works."
18. The Owner shall apply for and obtain an Environmental compliance approval ("ECA") for the Required Storm Sewer Works. The Owner shall provide the County and Township with a copy of the ECA and a set of "Issued for Construction" drawings stamped by two Professional Engineers licensed in the Province of Ontario, for the Required Storm Sewer Works located within the County Road Right-of-Way. Once the design has been completed and an ECA is issued, the Township Engineer shall prepare all necessary documents to permit the Required Storm Sewer Works to be tendered for construction as public works ("the Tender Package"). Specifically, the County will tender to commence works approximately 5 m from STC300 to EX. STM MH 7 on County Road 17. On the opposing side, the County will commence at MH 6 extending a pipe length (approximately 6 m) towards the existing gas station site, then extending towards County Road 17.
19. The Township Engineer shall prepare the tender package, in accordance with municipal requirements, at the Owner's cost. The Township Engineer shall provide a budget of its estimated cost of construction, including engineering and contingencies and the Owner shall provide a deposit in the amount of this budget prior to the County proceeding to tender the work. This deposit is in addition to that required under Schedule "E". The deposit shall be drawn to pay the actual fees, and should the actual costs be in excess of the budget, those additional costs shall be reimbursed by the Owner within 30 days of the costs being invoiced to the Owner.
20. Upon the finalization of the tender package and receipt of the monies as security, the County, in conjunction with the Township Engineer, shall proceed to issue the tender for the construction of the Required Storm Sewer Works in accordance with County municipal procurement and tender policies, procedures and procurement by-law. If the successful bid is less than the estimated total cost of the Required Storm Sewer Works, the County shall award the contract for the Required Storm Sewer Works to the successful bidder. If the successful bid is more than the estimated total cost of the Required Storm Sewer Works, the County shall only award the contract to the Required Storm Sewer Works to the successful bidder upon receipt of additional monies for security from the Owner. If the Owner declines to provide the additional monies, then the process shall be restarted in the next construction season. As construction proceeds, should there be any unforeseen construction costs over and above those budgeted for contingencies, the Owner shall be consulted, and the Owner shall be responsible for and shall reimburse the County for same within 30 days of a written invoice being provided. The Township Engineer shall carry out all contract administration and construction inspection and the Owner shall reimburse the Township and County all invoices incurred for the same within 30 days of the costs being invoiced by the Township and County, as well as for the involvement of the Township and/or County Solicitor during this design, tender and construction process, if such involvement is so required. At the completion of the Required Storm Sewer Works project, the Township Engineer shall issue an accounting of the costs incurred, including the amounts paid out under the Required Storm Sewer Works contract; amounts paid out under any amendments to the Required Storm Sewer Works contract; the invoices of the Township Engineer and the invoices of the Township and/or County Solicitor. This accounting shall be used and be the determinative amount for calculating any amounts owed by the Owner. Any unspent amounts remaining from the deposit will be refunded to the Owner without interest.
21. It is specifically agreed by the parties that the Required Storm Sewer Works shall be procured and tendered in accordance with municipal standard policies and procedures including the applicable procurement by-law, which requires competitive bidding. The County's standard procurement and tendering policies and procedures and the County procurement by-law shall govern. Subject to the Owner abiding by the County procurement and tender policies, procedures and the County procurement by-law, the Owner is permitted to bid on the tender.
22. In all circumstances and without limiting the foregoing conditions, the Required Storm Sewer Works shall be designed, constructed and installed at the Owner's cost to the satisfaction of the Township for the Required Storm Sewer Works under its jurisdiction and to the satisfaction of the County for the Required Storm Sewer Works under its jurisdiction. The Owner agrees to pay for all costs associated with tender preparation, and all costs incurred during the construction of the works, including inspection services, arborist if required, the Township's water operator's time, and other matters that arise directly related to the construction of this new storm sewer, all of which shall be at the Owner's sole expense. The Owner acknowledges and agrees that, to accommodate the new storm sewer, water shutdowns in Mansfield will be required resulting in additional coordination and potentially the purchase of bottled water to hand out during the shutdown.
23. The owner agrees to provide final stamped drawings to the County Building Department and to the

Township for the proposed retaining walls after completing the geotechnical report which is noted to be required in SSG-3.

24. The Owner agrees to participate in a pre-construction meeting with the abutting landowners, if requested, and to provide a written report on the anticipated boundary issues, including but not limited to: encroachment during construction, visual impacts, tree removal and replacements, anticipated noise, schedule, site supervisor contact information and to provide a copy of the engineering drawings.
25. The Owner agrees to provide written certification from a qualified professional that the works have been constructed in accordance with the plans and reports approved by the NVCA and Township of Mulmur.

SCHEDULE “D”

To secure the obligations of the Owner under the terms of this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in the form(s) specified in the Agreement, shall be provided prior to the release of the municipal approval of any application for building permit(Estimated cost of facilities, services, works and landscaping improvements - Note: does not include buildings and structures unless they are specifically for the provision of works and services (e.g. garbage storage facility) covered by site plan control)

SECURITIES REQUIRED PRIOR TO SITE ACTIVITY

Works	
On-site works	\$704,620
Sewage Works	\$196,373
Off-site Works (in County of Dufferin R-O-W)	\$20,000
Engineering Contingency on all works (15%)	\$138,149
Parkland Dedication Fee (based on purchase price 2016)	
\$685,000 x 0.02	\$13,700
Development Charges	
3000sq ft x \$0.45	\$1,355
Municipal Approval	\$125
TOTAL	\$1,074,322

SCHEDULE “E”

Letter of Credit

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule “D” attached in such amount as specified therein (“Security”).

The Municipality will accept an irrevocable Letter of Credit for the Security drawn on a chartered bank of Canada acceptable to the Municipality in lieu of the cash amount, provided such letter of credit shall be in a form acceptable to the Municipality and contain the following provisions:

- i) the Letter of Credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without any limitations whatsoever;
- ii) drawings on the Letter of Credit shall be permitted upon presentation of a letter from the Municipality to the bank claiming default by the Owner under the terms of this Agreement, and such defaults shall not be limited to the actions of the Owner;
- iii) partial drawings shall be permitted;
- iv) the Letter of Credit shall provide for automatic renewal or a replacement Letter of Credit in such terms acceptable to the Township Clerk until such time as the Township advises the Bank that the Letter of Credit may be reduced or is no longer required; and
- v) if the Letter of Credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement Letter of Credit in such form and on such terms acceptable to the Municipality, the Municipality may be permitted to draw on up to 100% of the Letter of Credit on or before the date of expiry.

SCHEDULE “F”

INSURANCE REQUIREMENTS

The insurance policy or policies shall name the Municipality, County, and the Township Engineer (R.J. Burnside & Associates Ltd) as named insured. The minimum limits shall be \$1,000,000.00 all inclusive for each incident. The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held.

The Owner shall prove to the satisfaction of the Municipality from time to time as the Township's Clerk may require, that all premiums on such a policy or policies of insurance have been paid and that the insurance is maintained in full force and effect during the life of this Agreement.

THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. - 18

**A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MULMUR TO
ENTER INTO A SITE PLAN AGREEMENT**

(2480415 Ontario Inc. – Mansfield West Gas Station)

WHEREAS the Planning Act, R.S.O. 1990, chapter P.13, Section 41 authorizes the execution and registration of site plan agreements to provide for additional regulation and control of development of lands that are the subject of applications for site plan approval;

AND WHEREAS an application and site development plans have been submitted for lands in Part of the Lot 10, Concession 6 EHS, being Parts 3 to 5 Plan 7R6201, Mansfield and Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Township’s requirements;

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

1. That the Township enter into a site plan agreement for the further development of the lands to which it applies, substantially in the form attached hereto as Schedule 1.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Township’s solicitor is hereby authorized to register the agreement against the title of the lands to which it applies.

BY-LAW READ A FIRST AND SECOND TIME THIS __th DAY OF _____, 2018.

BY-LAW READ A THIRD TIME AND PASSED THIS __th DAY OF _____ 2018

MAYOR

CLERK