

January 23, 2025

**Delivered by Email: clerks@eastgarafraxa.ca**

TOWNSHIP OF EAST GARAFRAXA  
065371 Dufferin County Road 3, Unit 2  
East Garafraxa, ON L9W 7J8  
ATTN: Jessica Kennedy, Clerk

Dear Ms. Kennedy

**Re: Proposed Housekeeping Amendment to Comprehensive Zoning By-law 60-2004;  
Township File: Z8-24;  
Our file: 073108-0002;**

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We are the lawyers for Greenwood Construction Company Limited (“**Greenwood**”), which owns and operates several pits in the Township licensed pursuant to the *Aggregate Resources Act*, including the Oliver/White Pit (ARA License #10606). We write with respect to certain proposed amendments to the Township of East Garafraxa Zoning By-Law 60-2004 (respectively, the “**Township**” and the “**Zoning By-law**”) to be discussed at a public meeting of the Township’s Council on January 28, 2025 at 4:00p.m.

Our client opposes the addition of a definition for “Portable Asphalt or Concrete Batching Plant” as currently drafted. The proposed definition purports to impose a non-permanent or portability qualifier on concrete batching plants, whereas the undefined use currently found in the Zoning By-law allows for concrete batching plants to be permanent (whereas only asphalt plants are required to be portable).

With respect to Licence #10606, which spans two properties more particularly described in Schedule “A” of this letter, permanent concrete batching has been a contemplated and permitted use since the early 1990s. These properties are zoned Extractive Industrial (MX-1), which allows for:

- i. Farm
- ii. Pits
- iii. Peat extraction
- iv. Portable asphalt or **concrete batching plant** [currently undefined]
- v. Quarries
- vi. Resource management activities
- vii. Wayside pits and quarries

The Oliver/White Pit has been licensed since December 1990, and our client entered into a Development Agreement with the Township in 1991 which explicitly stated that the Owner [Greenwood] would conduct aggregate extraction **and concrete batching**. The agreement even specified the hours of operation of the concrete batching plant.

This agreement was later amended in November, 2000, but the explicit references to concrete batching remained. Copies of the 1991 and 2000 Agreements are attached to this letter for ease of reference. When the comprehensive zoning by-law was passed in 2006, the explicit permissions for a concrete batch plant were included, and only asphalt plants were required to be portable.

In 2019, in conjunction with the licensing of two adjacent pits and the reconstruction of 17<sup>th</sup> Line, our client entered into a new development agreement, which unfortunately was silent on the issue of concrete batching. However, the underlying zoning permissions remained, and the MNRF has subsequently (in 2024) issued an amendment to the Site Plans for the Oliver/White Pit to relocate the proposed envelope for the concrete batch plant to the east side of 17<sup>th</sup> Line, due to the reconfiguration and reconstruction of that road as part of our client's obligations under the 2000 and 2019 Agreements.

With this MNRF amendment in place, our client proposed a housekeeping amendment to the 2019 agreement to staff, as a courtesy, to recognize the revised Site Plans, the licensing of the adjacent pits, and other consequential changes. However, our client's proposed amendment to the Development Agreements seems to have triggered a debate among Township staff about whether the word "portable" in section 4.12.1 of the Zoning By-law applies only to the words "asphalt plant" or whether it also modifies the words "concrete batching plant". The Township has stated that the Concrete Batch Plant is not permitted by the Zoning By-law at the Pit unless it is "portable".


Our client's position is that the word "portable" only modifies the former words "asphalt plant", given that portable asphalt plants are common while concrete batching is not typically portable. As such, the Concrete Batch Plant remains a permitted use at the Pit.

This debate appears to have further precipitated the proposed amendment to the Zoning By-law to add a new definition at section 5.114 to seek to define a "PORTABLE ASPHALT OR CONCRETE BATCHING PLANT" to mean a facility not of permanent construction with the equipment used to mix aggregate, asphalt or cementing material for the use of a particular construction project or contract" (the "**By-law Amendment**").

To be clear, our client does not object to the By-law Amendment *per se*, provided that a site-specific carveout is included for the Pit and other lands zoned Extractive Industrial adjacent to the Pit, to account for the long-standing permissions in both the Zoning By-law and in prior iterations of the development agreements for a permanent Concrete Batch Plant.

Should the Township fail to include such a carveout, we note that the MNRF-approved Site Plan will supersede the By-law Amendment by virtue of section 66 of the *Aggregate Resources Act* in any event, but our client will nevertheless need to appeal the By-law Amendment to the Ontario Land Tribunal to avoid any doubt as to the lawful continuation of its long-standing land use permissions.

Yours Very Truly,  
**SMITHVALERIO TE LAW FIRM LLP**



Kevin M. Thompson, B.Sc. (Hons.), J.D.  
*Practising through a professional corporation*  
KMT\lm  
direct line: 519-821-4146  
email: kthompson@svlaw.ca  
assistant email: lvandermeer@svlaw.ca

SCHEDULE "A"  
Legal Descriptions of Lands subject to License #10606

1. SW 1/2 LT 2, CON 18 ; EAST GARAFRAXA (PIN 34083-0009 (LT))
2. PART LOTS 1 & 2, CONCESSION 17 AS IN MF161663, MF181083, MF216828 & MF208872 EXCEPT PART 1 PLAN 7R5494 & EXCEPT PART 1 PLAN 7R6600; TOWNSHIP OF EAST GARAFRAXA (PIN: 34082-0102 (LT))

<p style="text-align: right; font-size: 1.2em;">191608</p> <p>Number ..... <b>CERTIFICATE OF REGISTRATION</b> 91 OCT -4 P2-21</p> <p><i>Joan Crawford</i> DUFFERIN No. 7 ORANGEVILLE Land Registrar</p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 14 pages <i>ge</i></p>	<p>(3) Property Identifier(s) Block Property <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>
	<p>(4) Nature of Document SITE PLAN AGREEMENT</p>	
	<p>(5) Consideration One ----- Dollars \$ 1.00</p>	
	<p>(6) Description East half of Lot 2, Concession 17 and West Half Lot 2, Concession 18, in the Township of East Garafraxa, County of Dufferin as described in Schedule "A"</p>	
	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

SEE SITE PLAN attached

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA by its Solicitors, WARDLAW, MULLIN, CARTER & THWAITES	Per: <i>Geoffrey T. Mullin</i> Geoffrey T. Mullin	Y M D 1991 09 12

(11) Address for Service R.R. #3, Orton, Ontario LON 1N0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) GREENWOOD CONSTRUCTION COMPANY LIMITED		Y M D

(13) Address for Service R.R. #2, Orangeville, Ontario L9W 2Y8

(14) Municipal Address of Property R.R. #2, Orangeville, Ontario L9W 2Y8	(15) Document Prepared by: WARDLAW, MULLIN, CARTER & THWAITES Barristers & Solicitors, 235 Broadway, Orangeville Ontario L9W 2Z5	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="text-align: center;">25.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee	25.00			<b>Total</b>	
Fees and Tax										
Registration Fee	25.00									
<b>Total</b>										

3

SCHEDULE "A"

TO A DOCUMENT GENERA"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of East Garafraxa, in the County of Dufferin and being composed of Part of the North East Half of Lot 2, Concession 17, in the said Township of East Garafraxa, County of Dufferin, more particularly described as Part 1 on Plan 7R-968 and the South West half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin.

**THIS AGREEMENT made this 3rd day of September  
1991.**

**B E T W E E N :**

**THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA**

Hereinafter called the "Township"

OF THE FIRST PART

- and -

**GREENWOOD CONSTRUCTION COMPANY LIMITED**

Hereinafter called the "Owner"

OF THE SECOND PART

**WHEREAS** the Owner represents that it is the registered owner of certain lands situate, lying and being in the East Half of Lot 2, Concession 17 and West Half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin, more particularly described in Schedule "A" hereto attached (hereinafter referred to as the "Greenwood Property");

**AND WHEREAS** the Owner has applied to the Township to change the designation of the "Greenwood Property" in the Official Plan to allow for the operation of a Gravel Pit;

**AND WHEREAS** the Owner has applied to the Township to change the zoning on the "Greenwood Property" from General Agricultural and Open Space Conservation (A1 and OS2) to Extractive Industrial and Open Space Conservation (M2 and OS2);

**AND WHEREAS** the Owner and the Township are desirous of entering into a Development Agreement pursuant to the provisions of Section 210 (138) of the Municipal Act, R.S.O. 1980, Chapter 302 wherein the Township is empowered to regulate the operation of Pits and Quarries within the Township;

**AND WHEREAS** the Official Plan of the Township requires the Owner to enter into a Development Agreement;

**AND WHEREAS** the Aggregate Resources Act, 1989 requires that the concerns of the Township be addressed by the Owner.

Page Two

**AND WHEREAS** the Township is of the opinion that such an amendment is not in the public interest unless certain assurances are given by the Owner that the matters and things referred to in this Agreement are done in the manner hereinafter set forth and deems it necessary that the Owner and Township enter into a Development Agreement.

**AND WHEREAS** the Township is of the opinion that the concerns listed in the reports by Ecological Services for Planning dated October, 1989, Valcoustics Canada Limited dated October 5, 1990, Rowan William Davies and Irwin Inc. dated July 23, 1990 and John Emery Geotechnical Engineering Limited dated November 1, 1989 and October 3, 1990 should be addressed by the Owner and that all recommendations be complied with;

**AND WHEREAS** the rezoning and redesignation of the "Greenwood Property" is conditional upon the execution of a Development Agreement.

**NOW THEREFORE** this agreement Witnesseth that in consideration of the premises and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the Owner to the Township, the receipt whereof is hereby acknowledged, the Owner and the Township covenant, declare and agree as follows:

1. **The Owner agrees that it will conduct** aggregate extraction **and concrete batching** and at all times operate the pit in accordance with the Site Plan, dated December 20, 1990, revised April 26, 1991 and attached hereto as Schedule "B".
2. Operation of the pit **and the concrete batching plant including truck haulage** to and from the site **shall be permitted from 6:00 a.m. to 6:00 p.m. Monday through Friday**, and shall be prohibited all day Saturday, Sunday and statutory holidays. Operation of an aggregate crusher shall be permitted from 7:00 a.m. to 6:00 p.m., subject to all other restrictions set out in this paragraph.
3. Annual production of aggregate material shall not exceed 500,000 tonnes.

## Page Three

4. Operation of the pit shall be restricted to the removal of aggregate materials located in the East Half of Lot 2, Concession 17 and the West Half of Lot 2, Concession 18 in the Township of East Garafraxa more particularly described in Schedule "A" hereto attached and shall include a concrete batching plant within the area zoned for that use, but shall not include the operation of an asphalt plant.

5. The Owner will install to the satisfaction of the Township a water reservoir having a capacity of a minimum of 20,000 litres before commencing the operation of the concrete batching plant.

6. The owner agrees that if, in the opinion expressed in writing of an appropriate official of the Ministry of Natural Resources, the Wellington Dufferin Guelph Health Unit or the Ministry of the Environment, the operation of the pit causes any well or wells in the Townships of East Garafraxa and/or Erin to become depleted or be adversely affected, the Owner will either deepen the wells so that they will again be useable or will cause a well to be drilled for the owner of any well so damaged, such work to be done to the satisfaction of the affected property owner and appropriate Ministry or agency, at the Owner's expense.

7. The Owner shall deposit with the Township an irrevocable automatically renewable Letter of Credit issued by a Chartered Bank of Canada in a form acceptable to the Township in the sum of \$200,000.00 and shall maintain the said Letter of Credit in good standing throughout the operating life of the pit, subject to reductions permitted in Clause 8, to guarantee compliance with the terms of this Agreement and to ensure that any well that is damaged, contaminated or otherwise adversely affected by the operation, is restored in accordance with the requirements of paragraph 6, and to guarantee the reconstruction and paving of the 17th Line.

8. Following the reconstruction of the 17th line, the Township will reduce the said Letter of Credit by fifty per cent and an additional twenty-five per cent following the paving of the 17th Line, and from time to time thereafter in amounts approved by the Township Council.

9. The Owner agrees that the operation of the pit will not cause the level of any pond in the Township of East Garafraxa and/or Erin to be unnaturally lowered or go dry.



## Page Four

10. The Owner shall take all necessary precautions to prevent contamination of the ground water aquifer and to comply with all Ministry of the Environment regulations concerning the handling of petroleum products and other substances.
11. The operation of the said pit and concrete batching plant shall at all times be in compliance with the Environmental Protection Act, the Ontario Water Resources Act, the Aggregate Resources Act, 1988 and all other applicable statutes and regulations.
12. The haul routes for trucks, both loaded and empty, proceeding to and from the pit, are to be restricted to the 17th Line between the Pit entrance and County Road 3 except for the purpose of local delivery.
13. The Owner shall be responsible for the cost of the reconstruction the 17th Line from the lot line between Lots 1 and 2, north to County Road 3, and paving the 17th Line from the intersection of the Town Line to the intersection of County Road 3 to an acceptable industrial standard as directed by the Township.
14. The Owner agrees that all gravel extracted from the road allowance of the 17th Line in reducing the contour of the roadway to a level acceptable to the Township Engineer shall belong to the Township.
15. The Owner will submit to the Township for approval a profile of the 17th Line reducing the contour of the roadway to a level acceptable to the Township.
16. The owner shall not install or operate a washing plant until the Township and the Ministry of Environment have examined and approved the method of discharging the wash water.
17. Internal haul roads shall be continuously maintained and graded to provide for smooth riding surfaces and be continuously maintained in dust free condition throughout the extractive and concrete batching activities on the "Greenwood Property".
18. The Owner shall pay such reasonable fees as may be invoiced to the Township by the solicitor, planner and Township Engineer in connection with all services performed as a result of the rezoning and redesignation applications of the Owner, including the cost of the preparation and enforcement of this Agreement, and all reasonable costs incurred as a result of hearings before a Court, Board or administrative tribunal, or proceedings resulting from the said rezoning and redesignation applications.

Page Five

19. The Owner shall not remove or sell topsoil from the "Greenwood Property". All topsoil shall be stored on the "Greenwood Property" and protected from erosion until required for rehabilitation and shall not be removed from the said lands for sale or other purposes.

20. Explosives shall not be stored or detonated on the subject lands without the prior written consent of the Township.

21. The Owner agrees that the operation of the subject extractive industry and concrete batching plant shall conform to and be conducted in accordance with the highest and latest standards in the said industry.

22. The Owner shall carry out progressive rehabilitation of the site in accordance with the rehabilitation component of the Site Plan referred to in Schedule "B".

23. The Owner agrees to comply with or undertake the following environmental mitigation measures:

a) Aquatics/Wetland Environment;

i) No extraction shall take place within the designated boundaries of the wetland as shown on Map 1 contained in the Ecological Services for Planning Report dated October 1989;

ii) A fence acceptable to the Township shall be erected and maintained approximately 5 metres from the wetland boundary to ensure protection of this wetland in accordance with the Site Plan referred to in Schedule "B";

b) Soils/Aquiculture Environment;

i) the topsoil shall be stripped, stockpiled and subsequently reapplied to the final pit floor and side slopes during the progressive rehabilitation of the pit areas. All restoration shall be in accordance with the approved Progressive Rehabilitation and Final Rehabilitation Plan.

Page Six

c) Noise Mitigation Measures;

i) All measures to mitigate noise to acceptable levels, as outlined in the Valcoustics Canada Limited report (October 5, 1990) and as shown on the approved Operational Plan shall be implemented.

d) Dust Control;

i) The Owner agrees to reconstruct the 17th Line from the lot line between Lot 1 and 2 north to County Road 3, to a suitable industrial standard acceptable to the Township including an asphalt surface from the Townline to Dufferin County Road 3;

ii) All internal unpaved roadways shall be treated with an approved dust suppressant as conditions require or as determined by the Township;

iii) Berms and a tree screen consisting of four rows of coniferous trees shall be erected and planted in locations shown on the Site Plan referred to in Schedule "B". All trees shall be maintained in a healthy state. Type A or type B tree screening format as shown on the site plan referred to in Schedule "B" shall be used.

iv) All loaded trucks leaving the site shall be covered by a tarp as required by the Highway Traffic Act, 1980.

e) Hydrogeological Considerations;

i) The Owner agrees to engage a hydrogeologist to monitor the water quantity and quality of the nearby private wells and monitoring wells if necessary, in accordance with the Ministry of the Environment and the Township of East Garafraxa requirements to establish baseline conditions to be used as a basis for assessing potential future components.

ii) Monitoring shall also be undertaken to determine the effects of withdrawing water at the rate of 11,500 L/min from the supply pond.

Page Seven

f) Fencing;

i) All security fencing shall be constructed around the perimeter of both properties in accordance with the approved Operational Plan.

g) Operation;

i) Any deviation from the proposed method of extraction as indicated on the approved Operational Plan will require a written consent by the Council of the Township of East Garafraxa.

24. The Owner will deposit with the Township in a form acceptable to the Township and in an amount required by the Township a Liability Insurance Policy before undertaking the reconstruction of the 17th Line.

25. The Owner agrees to allow the Township in its sole discretion to register or deposit this agreement in the land Registry Office for the County of Dufferin, against the lands herein described.

26. The Owner shall agree that no sand or gravel shall be excavated from the subject property and the operation of the concrete batching plant shall not commence until and unless all terms and conditions of this agreement are fully complied with and all continuing obligations are being met. The Owner agrees that within 7 days of receiving written notice from the Township that it is not in compliance with any term or condition of this agreement, it will forthwith take all such steps as are necessary to comply or shall cease all extraction activities and the operation of the concrete batching plant until compliance is achieved. Should the Owner fail to take sufficient steps to comply with the requirements of any part of this Agreement within 30 days of receiving written notice from the Township, the Township shall be entitled to undertake or authorize any work necessary to satisfy the terms of and conditions of this agreement and shall be entitled to draw on the Letter of Credit required by paragraph 7 to the full extent of any costs incurred in this respect or shall be entitled to collect this debt in any other manner authorized by law.

Page Eight

27. The covenants, agreements, conditions and terms herein contained shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto affixed its Corporate seal under the hands of its duly authorized officers and the Township has hereunder set its corporate seal attested by the hands of its Reeve and Clerk, on the date and year first above written.

THE CORPORATION OF THE  
TOWNSHIP OF EAST GARARRAXA

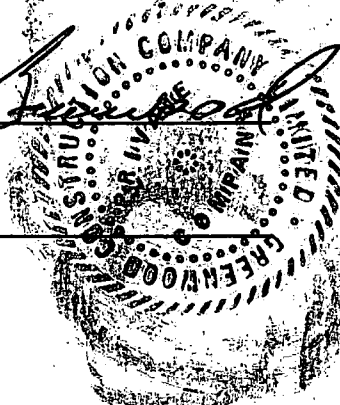
Per

*John ...*  
*Susan ...*

GREENWOOD CONSTRUCTION COMPANY  
LIMITED

Per

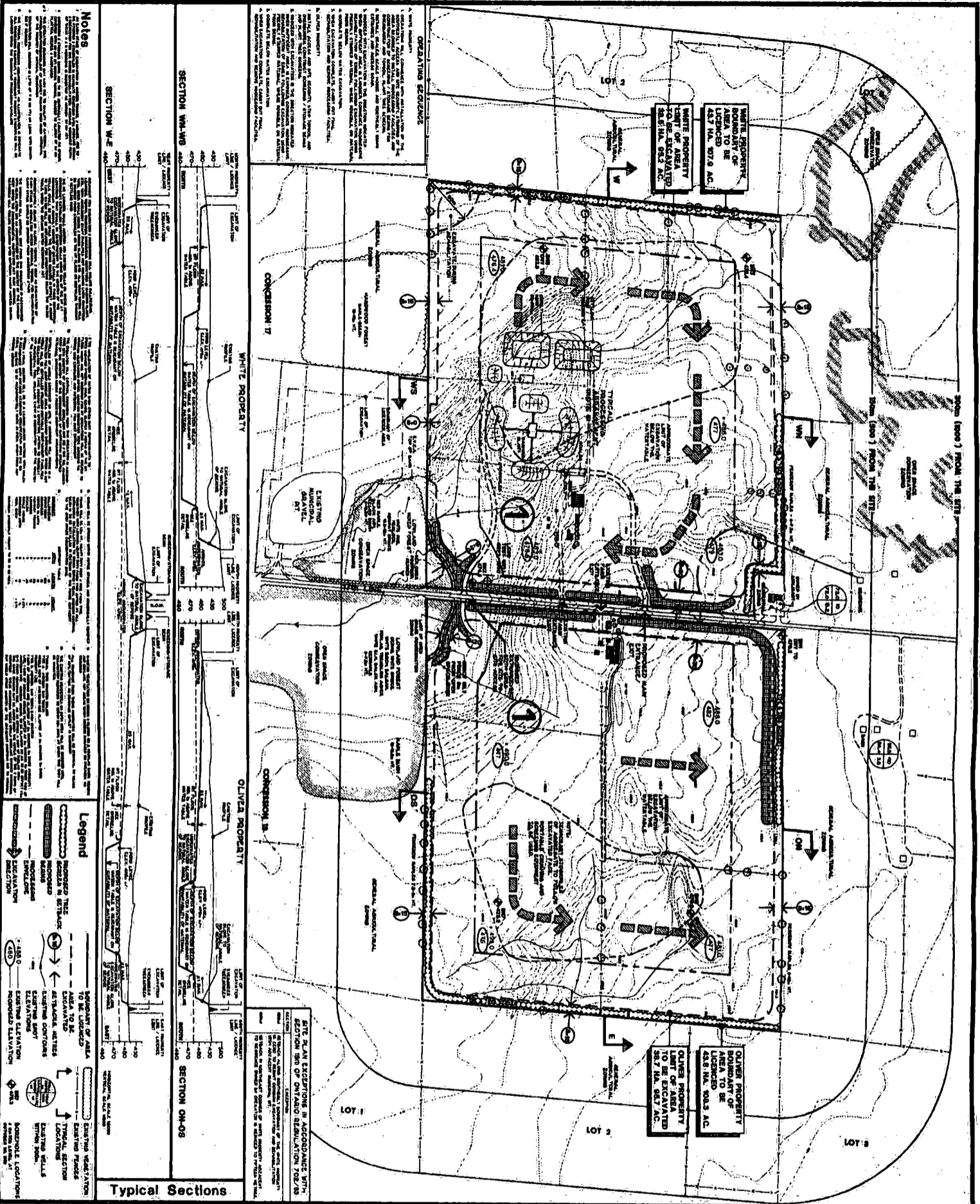
*[Signature]*

A circular corporate seal for Greenwood Construction Company Limited. The seal features the company name around the perimeter and a central emblem. It is partially obscured by a signature and another seal.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of East Garafraxa, in the County of Dufferin and being composed of Part of the North East Half of Lot 2, Concession 17, in the said Township of East Garafraxa, County of Dufferin, more particularly described as Part 1 on Plan 7R-968 and the South West half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin.





**Notes**

1. THE OPERATING SCIENCE PROPERTY IS SHOWN FOR INFORMATION ONLY. THE OPERATING SCIENCE PROPERTY IS NOT TO BE EXCAVATED OR REDEVELOPED.
2. THE WHITE PROPERTY IS SHOWN FOR INFORMATION ONLY. THE WHITE PROPERTY IS NOT TO BE EXCAVATED OR REDEVELOPED.
3. THE OLIVER PROPERTY IS SHOWN FOR INFORMATION ONLY. THE OLIVER PROPERTY IS NOT TO BE EXCAVATED OR REDEVELOPED.
4. THE CONCESSIONS ARE TO BE EXCAVATED AND REDEVELOPED IN ACCORDANCE WITH THE SITE PLAN.
5. THE SITE PLAN SHOWS THE LOCATION OF THE CONCESSIONS AND THE OPERATING SCIENCE PROPERTY.
6. THE SITE PLAN SHOWS THE LOCATION OF THE WHITE PROPERTY AND THE OLIVER PROPERTY.
7. THE SITE PLAN SHOWS THE LOCATION OF THE CONCESSIONS AND THE OPERATING SCIENCE PROPERTY.
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9. THE SITE PLAN SHOWS THE LOCATION OF THE CONCESSIONS AND THE OPERATING SCIENCE PROPERTY.
10. THE SITE PLAN SHOWS THE LOCATION OF THE WHITE PROPERTY AND THE OLIVER PROPERTY.

**Legend**

- BOUNDARY OF AREA TO BE EXCAVATED
- BOUNDARY OF AREA TO BE REDEVELOPED
- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION

**Typical Sections**

SECTION W-E 400  
SECTION W-W 400  
SECTION O-H 05

Greenwood Construction Co. Ltd.  
P.O. BOX 100, CHARLETTOWN, ONT.  
L9M 5Y5

**Oliver / White pit**  
PT. E 1/2 LOT 2 CONCESSION 17  
& W 1/2 LOT 2 CONCESSION 18  
TOWNSHIP OF EAST GARAFRAXA  
DUFFERIN COUNTY

**Page 2 of 3**  
**OPERATIONAL**  
**PLAN**

**EXCAVATION**

**REHABILITATION**

**AFTER USE:**

**Edge Standards**

NO. 1

DATE: 20 APR 13

REVISIONS

0 25 50 100 200m ORIGINAL SCALE 1:2000

LONG ASSOCIATES CONSULTING LIMITED  
Environmental Engineers and Planners  
Oshawa, Ontario

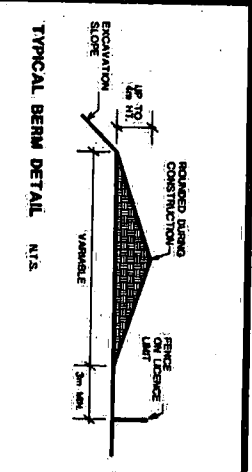
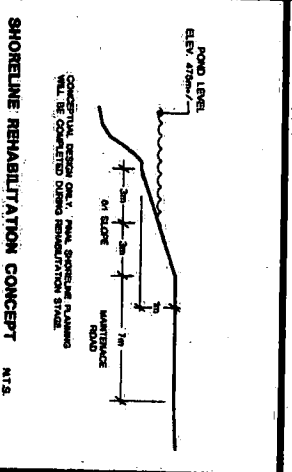
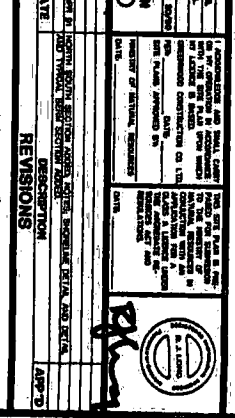




**Notes**

1. PROPOSED SHORELINE (DASHED) TO BE CONSIDERED AS SUCH AS SHOWN ON THIS PLAN.
2. ALL DIMENSIONS ARE TO BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.
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**Legend**



**Page 3 of 3  
 PROGRESSIVE  
 REHABILITATION  
 AND FINAL  
 REHABILITATION  
 PLAN**

**Oliver/White pit**  
 PT. E 1/2 LOT 2, CONCESSION 17  
 & W 1/2 LOT 2 CONCESSION 18  
 TOWNSHIP OF EAST GARAFRAXA  
 DUFFERIN COUNTY

Greenwood Construction Co. Ltd.  
 1000 WEST OF GERRARD ST. E. UNIT 100  
 R.R. 5, OAKVILLE, ONT.  
 L6M 3W5

0 25 50 100 150m  
 ORIGINAL SCALE  
 1 : 2000

LAND ASSOCIATES CONSULTING LIMITED  
 Environmental Services and Planning  
 Cambridge, Ontario

2000

THIS AMENDING AGREEMENT made this 7 day of ~~October~~ <sup>November</sup>,

B E T W E E N :

THE CORPORATION OF THE  
TOWNSHIP OF EAST GARAFRAXA

Hereinafter referred to as the "Township"

OF THE FIRST PART

-and-

GREENWOOD CONSTRUCTION COMPANY LIMITED

Hereinafter referred to as the "Owner"

OF THE SECOND PART

WHEREAS the parties entered into a Development Agreement dated the 3rd day of September, 1991;

AND WHEREAS the Development Agreement of September 3rd, 1991 was registered on title on October 4th, 1991 as Instrument No. 191608.

AND WHEREAS the reconstruction of the 17th Line was provided for by the said Agreement by paragraphs 8, 13, 14, and 15.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the Owner to the Township, the receipt of which is hereby acknowledged, the Owner and the Township covenant, declare and agree as follows:

1. The Owner acknowledges that it requested the permission of the Township to reconstruct the 17th Line by deviating the established road allowance onto the lands and premises of the Owner described in Schedule "A" hereto attached.
2. The Owner and the Township agree that where the 17th Line now encroaches onto the lands and premises owned by the Owner will be treated by both parties as a temporary road allowance only and that the Township will not acquire ownership or any interest to that portion of the property of the owner on which the 17th Line has been constructed other than a temporary easement.
3. The Owner and the Township agree that the 17th Line as constructed will remain where presently located until the Township in its sole discretion determines that the 17th Line will be reconstructed within the original road allowance abutting the lands and premises described in Schedule "A" between Concession 17 and 18.
4. The Owner agrees that the Township shall at all times have access to the road allowance located within the lands and premises described in Schedule "A" for the purpose of maintaining the 17th Line and as well will have access to 15 feet west of the westerly edge of the pavement to develop and maintain all necessary drainage swales or ditches.


5. The Owner will pay to the Township the entire cost of re-establishing the 17th Line within the original road allowance between Concessions 17 and 18 including the cost of establishing a profile necessary to establish an industrial standard acceptable to the Township Engineer.

6. The Owner and the Township agree that the Letter of Credit currently held by the Township in the amount of \$50,000.00 will be reduced to \$10,000.00 and be maintained by the Owner as security for the completion of the redevelopment of the 17th Line.

IN WITNESS WHEREOF THE TOWNSHIP the Owner has hereunto affixed its Corporate seal under the hands of its duly authorized officers and the Township has hereunder set its corporate seal attested by the hands of its Reeve and Clerk, on the date and year first above written


THE CORPORATION OF THE  
TOWNSHIP OF EAST GARAFRAXA

Per:

  
Susan Stone

GREENWOOD CONSTRUCTION COMPANY  
LIMITED

Per:

  
Sam Greenwood  
I have the authority to bind the Corporation.

191608

Number .....  
CERTIFICATE OF REGISTRATION  
91 OCT -4 P2 21

OFFERIN  
No. 7  
ORANGEVILLE Land Registrar

(1) Registry  Land Titles  (2) Page 1 of 14 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document  
SITE PLAN AGREEMENT

(5) Consideration  
One ----- Dollars \$ 1.00

(6) Description  
East hlf of Lot 2, Concession 17 and West Half Lot 2, Concession 18, in the Township of East Garafraxa, County of Dufferin as described in Schedule "A"

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

This Document provides as follows:  
  
SEE SITE PLAN attached  
  
Continued on Schedule

This Document relates to instrument number(s)

0) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature Y M D  
THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA  
by its Solicitors, WARDLAW, MULLIN, CARTER & THWAITES  
Per: *G. T. Mullin* 1991 09 12  
Geoffrey T. Mullin

1) Address for Service R.R. #3, Orton, Ontario L0N 1N0

12) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature Y M D  
GREENWOOD CONSTRUCTION COMPANY LIMITED

13) Address for Service R.R. #2, Orangeville, Ontario L9W 2Y8

14) Municipal Address of Property  
R.R. #2,  
Orangeville, Ontario  
L9W 2Y8

15) Document Prepared by:  
WARDLAW, MULLIN, CARTER & THWAITES  
Barristers & Solicitors,  
235 Broadway, Orangeville  
Ontario L9W 2Z5

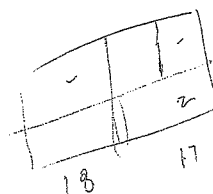
Fees and Tax	
Registration Fee	
<b>Total</b>	

FOR OFFICE USE ONLY

SCHEDULE "A"

TO A DOCUMENT GENERAL

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of East Garafraxa, in the County of Dufferin and being composed of Part of the North East Half of Lot 2, Concession 17, in the said Township of East Garafraxa, County of Dufferin, more particularly described as Part 1 on Plan 7R-968 and the South West half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin.



THIS AGREEMENT made this 3rd day of September  
1991.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

Hereinafter called the "Township"

OF THE FIRST PART

- and -

GREENWOOD CONSTRUCTION COMPANY LIMITED

Hereinafter called the "Owner"

OF THE SECOND PART

WHEREAS the Owner represents that it is the registered owner of certain lands situate, lying and being in the East Half of Lot 2, Concession 17 and West Half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin, more particularly described in Schedule "A" hereto attached (hereinafter referred to as the "Greenwood Property");

AND WHEREAS the Owner has applied to the Township to change the designation of the "Greenwood Property" in the Official Plan to allow for the operation of a Gravel Pit;

AND WHEREAS the Owner has applied to the Township to change the zoning on the "Greenwood Property" from General Agricultural and Open Space Conservation (A1 and OS2) to Extractive Industrial and Open Space Conservation (M2 and OS2);

AND WHEREAS the Owner and the Township are desirous of entering into a Development Agreement pursuant to the provisions of Section 210 (138) of the Municipal Act, R.S.O. 1980, Chapter 302 wherein the Township is empowered to regulate the operation of Pits and Quarries within the Township;

AND WHEREAS the Official Plan of the Township requires the Owner to enter into a Development Agreement;

AND WHEREAS the Aggregate Resources Act, 1989 requires that the concerns of the Township be addressed by the Owner.

Page Two

AND WHEREAS the Township is of the opinion that such an amendment is not in the public interest unless certain assurances are given by the Owner that the matters and things referred to in this Agreement are done in the manner hereinafter set forth and deems it necessary that the Owner and Township enter into a Development Agreement.

AND WHEREAS the Township is of the opinion that the concerns listed in the reports by Ecological Services for Planning dated October, 1989, Valcoustics Canada Limited dated October 5, 1990, Rowan William Davies and Irwin Inc. dated July 23, 1990 and John Emery Geotechnical Engineering Limited dated November 1, 1989 and October 3, 1990 should be addressed by the Owner and that all recommendations be complied with;

AND WHEREAS the rezoning and redesignation of the "Greenwood Property" is conditional upon the execution of a Development Agreement.

NOW THEREFORE this agreement Witnesseth that in consideration of the premises and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the Owner to the Township, the receipt whereof is hereby acknowledged, the Owner and the Township covenant, declare and agree as follows:

1. The Owner agrees that it will conduct aggregate extraction and concrete batching and at all times operate the pit in accordance with the Site Plan, dated December 20, 1990, revised April 26, 1991 and attached hereto as Schedule "B".

2. Operation of the pit and the concrete batching plant including truck haulage to and from the site shall be permitted from 6:00 a.m. to 6:00 p.m. Monday through Friday, and shall be prohibited all day Saturday, Sunday and statutory holidays. Operation of an aggregate crusher shall be permitted from 7:00 a.m. to 6:00 p.m., subject to all other restrictions set out in this paragraph.

3. Annual production of aggregate material shall not exceed 500,000 tonnes.

Page Three

4. Operation of the pit shall be restricted to the removal of aggregate materials located in the East Half of Lot 2, Concession 17 and the West Half of Lot 2, Concession 18 in the Township of East Garafraxa more particularly described in Schedule "A" hereto attached and shall include a concrete batching plant within the area zoned for that use, but shall not include the operation of an asphalt plant.

5. The Owner will install to the satisfaction of the Township a water reservoir having a capacity of a minimum of 20,000 litres before commencing the operation of the concrete batching plant.

6. The owner agrees that if, in the opinion expressed in writing of an appropriate official of the Ministry of Natural Resources, the Wellington Dufferin Guelph Health Unit or the Ministry of the Environment, the operation of the pit causes any well or wells in the Townships of East Garafraxa and/or Erin to become depleted or be adversely affected, the Owner will either deepen the wells so that they will again be useable or will cause a well to be drilled for the owner of any well so damaged, such work to be done to the satisfaction of the affected property owner and appropriate Ministry or agency, at the Owner's expense.

7. The Owner shall deposit with the Township an irrevocable automatically renewable Letter of Credit issued by a Chartered Bank of Canada in a form acceptable to the Township in the sum of \$200,000.00 and shall maintain the said Letter of Credit in good standing throughout the operating life of the pit, subject to reductions permitted in Clause 8, to guarantee compliance with the terms of this Agreement and to ensure that any well that is damaged, contaminated or otherwise adversely affected by the operation, is restored in accordance with the requirements of paragraph 6, and to guarantee the reconstruction and paving of the 17th Line.

8. Following the reconstruction of the 17th line, the Township will reduce the said Letter of Credit by fifty per cent and an additional twenty-five per cent following the paving of the 17th Line, and from time to time thereafter in amounts approved by the Township Council.

9. The Owner agrees that the operation of the pit will not cause the level of any pond in the Township of East Garafraxa and/or Erin to be unnaturally lowered or go dry.



10. The Owner shall take all necessary precautions to prevent contamination of the ground water aquifer and to comply with all Ministry of the Environment regulations concerning the handling of petroleum products and other substances.
11. The operation of the said pit and concrete batching plant shall at all times be in compliance with the Environmental Protection Act, the Ontario Water Resources Act, the Aggregate Resources Act, 1988 and all other applicable statutes and regulations.
12. The haul routes for trucks, both loaded and empty, proceeding to and from the pit, are to be restricted to the 17th Line between the Pit entrance and County Road 3 except for the purpose of local delivery.
13. The Owner shall be responsible for the cost of the reconstruction the 17th Line from the lot line between Lots 1 and 2, north to County Road 3, and paving the 17th Line from the intersection of the Town Line to the intersection of County Road 3 to an acceptable industrial standard as directed by the Township.
14. The Owner agrees that all gravel extracted from the road allowance of the 17th Line in reducing the contour of the roadway to a level acceptable to the Township Engineer shall belong to the Township.
15. The Owner will submit to the Township for approval a profile of the 17th Line reducing the contour of the roadway to a level acceptable to the Township.
16. The owner shall not install or operate a washing plant until the Township and the Ministry of Environment have examined and approved the method of discharging the wash water.
17. Internal haul roads shall be continuously maintained and graded to provide for smooth riding surfaces and be continuously maintained in dust free condition throughout the extractive and concrete batching activities on the "Greenwood Property".
18. The Owner shall pay such reasonable fees as may be invoiced to the Township by the solicitor, planner and Township Engineer in connection with all services performed as a result of the rezoning and redesignation applications of the Owner, including the cost of the preparation and enforcement of this Agreement, and all reasonable costs incurred as a result of hearings before a Court, Board or administrative tribunal, or proceedings resulting from the said rezoning and redesignation applications.

## Page Five

19. The Owner shall not remove or sell topsoil from the "Greenwood Property". All topsoil shall be stored on the "Greenwood Property" and protected from erosion until required for rehabilitation and shall not be removed from the said lands for sale or other purposes.

20. Explosives shall not be stored or detonated on the subject lands without the prior written consent of the Township.

21. The Owner agrees that the operation of the subject extractive industry and concrete batching plant shall conform to and be conducted in accordance with the highest and latest standards in the said industry.

22. The Owner shall carry out progressive rehabilitation of the site in accordance with the rehabilitation component of the Site Plan referred to in Schedule "B".

23. The Owner agrees to comply with or undertake the following environmental mitigation measures:

a) Aquatics/Wetland Environment;

i) No extraction shall take place within the designated boundaries of the wetland as shown on Map 1 contained in the Ecological Services for Planning Report dated October 1989;

ii) A fence acceptable to the Township shall be erected and maintained approximately 5 metres from the wetland boundary to ensure protection of this wetland in accordance with the Site Plan referred to in Schedule "B";

b) Soils/Aquiculture Environment;

i) the topsoil shall be stripped, stockpiled and subsequently reapplied to the final pit floor and side slopes during the progressive rehabilitation of the pit areas. All restoration shall be in accordance with the approved Progressive Rehabilitation and Final Rehabilitation Plan.

c) Noise Mitigation Measures;

i) All measures to mitigate noise to acceptable levels, as outlined in the Valcoustics Canada Limited report (October 5, 1990) and as shown on the approved Operational Plan shall be implemented.

d) Dust Control;

i) The Owner agrees to reconstruct the 17th Line from the lot line between Lot 1 and 2 north to County Road 3, to a suitable industrial standard acceptable to the Township including an asphalt surface from the Townline to Dufferin County Road 3;

ii) All internal unpaved roadways shall be treated with an approved dust suppressant as conditions require or as determined by the Township;

iii) Berms and a tree screen consisting of four rows of coniferous trees shall be erected and planted in locations shown on the Site Plan referred to in Schedule "B". All trees shall be maintained in a healthy state. Type A or type B tree screening format as shown on the site plan referred to in Schedule "B" shall be used.

iv) All loaded trucks leaving the site shall be covered by a tarp as required by the Highway Traffic Act, 1980.

e) Hydrogeological Considerations;

i) The Owner agrees to engage a hydrogeologist to monitor the water quantity and quality of the nearby private wells and monitoring wells if necessary, in accordance with the Ministry of the Environment and the Township of East Garafraxa requirements to establish baseline conditions to be used as a basis for assessing potential future components.

ii) Monitoring shall also be undertaken to determine the effects of withdrawing water at the rate of 11,500 L/min from the supply pond.

Page Seven

f) Fencing;

i) All security fencing shall be constructed around the perimeter of both properties in accordance with the approved Operational Plan.

g) Operation;

i) Any deviation from the proposed method of extraction as indicated on the approved Operational Plan will require a written consent by the Council of the Township of East Garafraxa.

24. The Owner will deposit with the Township in a form acceptable to the Township and in an amount required by the Township a Liability Insurance Policy before undertaking the reconstruction of the 17th Line.

25. The Owner agrees to allow the Township in its sole discretion to register or deposit this agreement in the land Registry Office for the County of Dufferin, against the lands herein described.

26. The Owner shall agree that no sand or gravel shall be excavated from the subject property and the operation of the concrete batching plant shall not commence until and unless all terms and conditions of this agreement are fully complied with and all continuing obligations are being met. The Owner agrees that within 7 days of receiving written notice from the Township that it is not in compliance with any term or condition of this agreement, it will forthwith take all such steps as are necessary to comply or shall cease all extraction activities and the operation of the concrete batching plant until compliance is achieved. Should the Owner fail to take sufficient steps to comply with the requirements of any part of this Agreement within 30 days of receiving written notice from the Township, the Township shall be entitled to undertake or authorize any work necessary to satisfy the terms of and conditions of this agreement and shall be entitled to draw on the Letter of Credit required by paragraph 7 to the full extent of any costs incurred in this respect or shall be entitled to collect this debt in any other manner authorized by law.

Page Eight

27. The covenants, agreements, conditions and terms herein contained shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto affixed its Corporate seal under the hands of its duly authorized officers and the Township has hereunder set its corporate seal attested by the hands of its Reeve and Clerk, on the date and year first above written.

THE CORPORATION OF THE  
TOWNSHIP OF EAST GARAFRAXA

Per John Dardhurst

Susan Stone

GREENWOOD CONSTRUCTION COMPANY  
LIMITED

Per Jim Greenwood

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SCHEDULE "A"

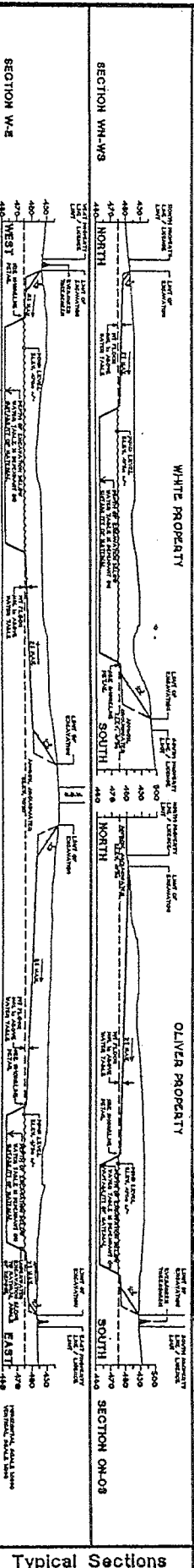
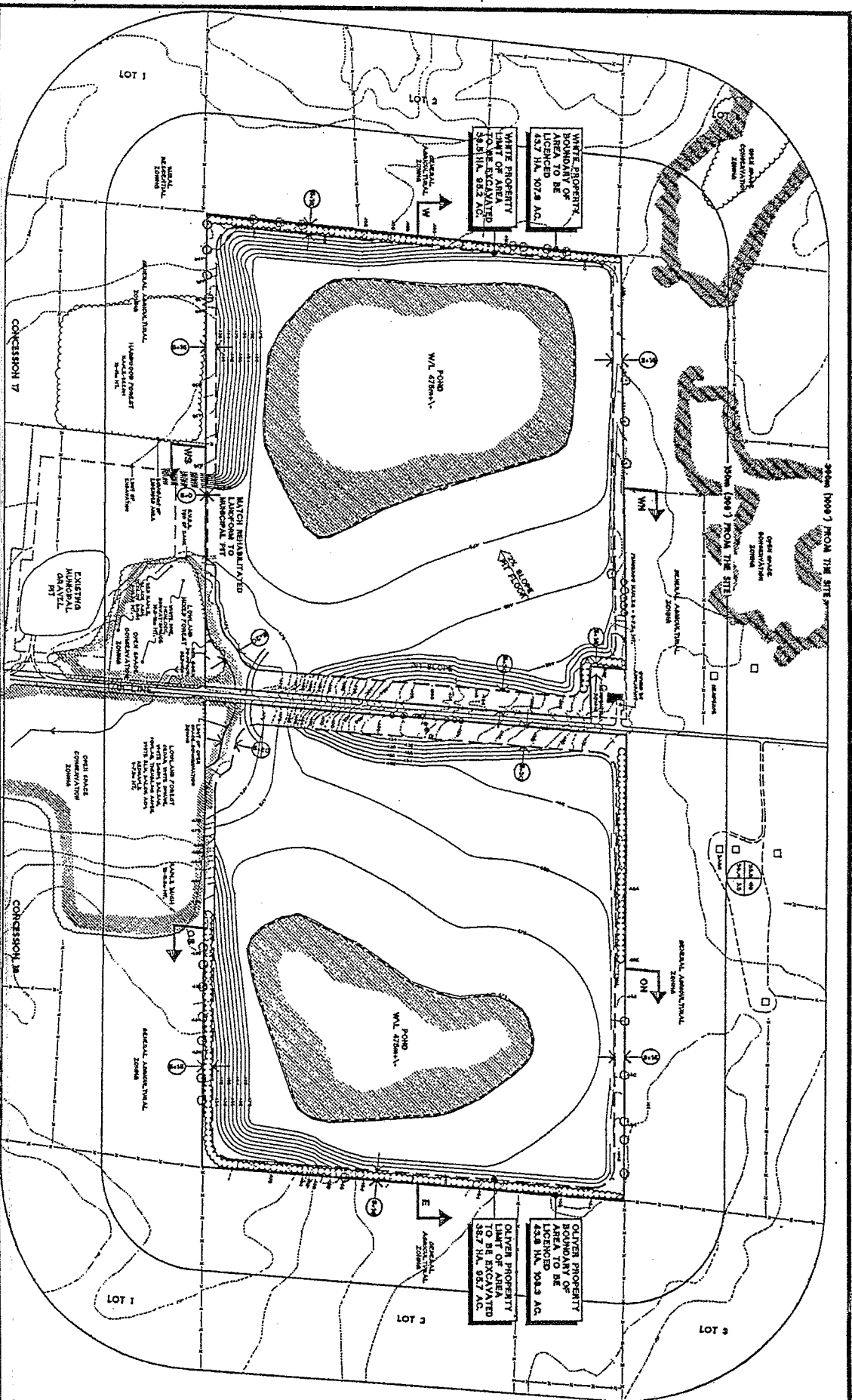
ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Township of East Garafraxa, in the County of Dufferin and being composed of Part of the North East Half of Lot 2, Concession 17, in the said Township of East Garafraxa, County of Dufferin, more particularly described as Part 1 on Plan 7R-968 and the South West half of Lot 2, Concession 18, in the Township of East Garafraxa, in the County of Dufferin.







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**Notes**

1. PROPOSED REHABILITATION TO OCCUR AS SHOWN AS
2. ALL WORK TO BE COMPLETED WITHIN THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.

**Legend**

- PROPERTY OF AREA TO BE LICENSED
- AREA TO BE EXCAVATED
- EXISTING UTILITIES
- EXISTING VEGETATION
- EXISTING TRENCHES
- EXISTING WELLS
- EXISTING FOUNDATIONS
- EXISTING ELEVATIONS

**Greenwood Construction Co. Ltd.**  
10011 HWY 100, SUITE 100, DRAPERVILLE, ONT. L0R 1R0  
R.R. 5, DRAPERVILLE, ONT.  
L0R 1R0

**Oliver/White Pit**  
PT. E 1/2 LOT 2, CONCESSION 17  
& W 1/2 LOT 2 CONCESSION 18  
TOWNSHIP OF EAST GARAFARAXA  
DUFFERIN COUNTY

**Page 3 of 3**  
**PROGRESSIVE REHABILITATION AND FINAL REHABILITATION PLAN**

**SHORELINE REHABILITATION CONCEPT** N.T.S.

POUND LEVEL  
ELEV. 45m/150'

EXCAVATION  
SLOPE VARIABLE

ROCKED DRAIN CONSTRUCTION

1.5m MIN.

7m MAINTENANCE ROAD

1:1 SLOPE

**REVISIONS**

NO.	DATE	DESCRIPTION
1	2010-01-15	ISSUE FOR PERMITTING
2	2010-02-10	REVISED TO REFLECT PERMITTING COMMENTS
3	2010-03-05	REVISED TO REFLECT PERMITTING COMMENTS
4	2010-04-01	REVISED TO REFLECT PERMITTING COMMENTS
5	2010-05-01	REVISED TO REFLECT PERMITTING COMMENTS

0 25 50 100 150m ORIGINAL SCALE 1:1:3000

LENO ASSOCIATES CONSULTING LIMITED  
ENVIRONMENTAL ENGINEERS AND PLANNERS