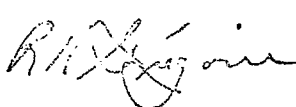


0695622

CERTIFICATE OF REGISTRATION  
NIAGARA N.(30) ST. CATHARINES  
LAND REGISTRAR

'95 MAY 9 PM 1 11



New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 35 pages

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

(4) Nature of Document  
Site Plan Agreement

(5) Consideration  
Dollars \$

(6) Description  
Part of Lots 6 and 7, Concession 7, Township of West Lincoln, formerly Township of South Grimsby, Regional Municipality of Niagara, designated as Parts 1, 2, 3 and 4 on Plan 30R-5223.

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

(8) This Document provides as follows:  
See Site Plan Agreement attached.

Continued on Schedule ☐

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


(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF LINCOLN		
THE CORPORATION OF THE TOWN OF PELHAM		
THE CORPORATION OF THE TOWN OF GRIMSBY		
(Parties)		

(11) Address for Service

Lincoln - 4800 South Service Road, Beamsville, Ontario, L0R 1B1  
Pelham - P. O. Box 400, Fonthill, Ontario, L0S 1E0  
Grimsby - P. O. Box 159, Grimsby, Ontario, L3M 4G3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN	BROOKS, BIELBY & SMITH	
(Township Applicant)	PER: 	1995 05 08
by its solicitors	(R. Bruce Smith)	
BROOKS, BIELBY & SMITH		

(13) Address for Service

318 Canborough Street, P. O. Box 400, Smithville, Ontario, L0R 2A0

(14) Municipal Address of Property

Concession 7 Road  
Smithville, Ontario  
L0R 2A0

(15) Document Prepared by:

R. Bruce Smith  
BROOKS, BIELBY & SMITH  
Barristers and Solicitors  
247 East Main Street,  
Welland, Ontario  
L3B 5N9

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

SITE PLAN AGREEMENT

THIS AGREEMENT made this 18<sup>TH</sup> day of APRIL, 1995

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN,  
hereinafter called the "TOWNSHIP"  
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF LINCOLN  
hereinafter called "LINCOLN"  
OF THE SECOND PART

- AND -

THE CORPORATION OF THE TOWN OF PELHAM  
hereinafter called "PELHAM"  
OF THE THIRD PART

- AND -

THE CORPORATION OF THE TOWN OF GRIMSBY  
hereinafter called "GRIMSBY"  
OF THE FOURTH PART

WHEREAS the Township has enacted a Site Plan Control By-law pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, ch. P.13, as amended, which is still in force and effect.

AND WHEREAS the Township is the owner of the lands described in the attached Schedule "A" (the "Lands").

AND WHEREAS the Board of Management has applied to the Township to construct a waste disposal site on the Lands.

AND WHEREAS the Parties hereto have agreed to a joint effort in the acquisition of all approvals necessary for the creation and operation of the waste disposal site

AND WHEREAS the Parties hereto have previously entered into two agreements, each dated the 23rd day of June, 1988, with respect to the acquisition of a site for the waste disposal site, the obtaining of all necessary approvals for the creation and operation of the waste disposal site and

providing for the actual operation and maintenance of the waste disposal site.

AND WHEREAS the Township is of the opinion that it is in the best interest of the Township and its inhabitants to approve the aforementioned waste disposal site upon the Parties agreeing to observe the terms, covenants and conditions set forth in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the approval of the plans for the development of the Lands attached hereto, by the Township and any implementations of the conditions in the Site Plan Control By-law and the sum of One Dollar (\$1.00) now paid by each of the said parties to the other (the receipt whereof is hereby acknowledged) the parties covenant and agree as follows:-

1. DEFINITIONS: -

- (a) "Board of Management" - means the board appointed by the Parties to act as their agent in accordance with the terms of the Original Agreement and the Operating Agreement;
- (b) "Council" - means Council of The Corporation of the Township of West Lincoln;
- (c) "Director" - means the Director of Public Works and Engineering for the Township of West Lincoln;
- (d) "Facilities and Work" means and includes all facilities, buildings, works and other such matters to be completed or performed by the Parties pursuant to this agreement and which are shown on or referred to in any one or more of the plans and drawings and schedules to this agreement;
- (e) "Parties" means the Corporation of the Township of West Lincoln, the Corporation of the Town of Lincoln, the Corporation of the Town of Pelham and the Corporation of the Town of Grimbsy collectively and "Party" means any one of them;
- (f) "Plans and Drawings" means those plans and drawings attached to and forming part of this agreement and such additional plans and drawings as may be

subsequently approved by Council including plans and drawings which revise or replace any one or more of the plans and drawings forming part of this agreement;

- (g) "Region" means the Regional Municipality of Niagara;
- (h) "Schedules" means and includes all schedules and documents attached to or referred to in this agreement and which form part of this agreement;
- (i) "Treasurer" means the Treasurer of the Corporation of the Township of West Lincoln;
- (j) "Waste" means waste as defined in the Certificates of Approval issued by the Ministry of the Environment and Energy from time to time;
- (k) "Waste Disposal Site" means the non-hazardous waste disposal site to be constructed on the lands and the related facilities including accessory buildings, parking and landscaping all of which are more particularly set out in Schedules "B" and "C" and shall be deemed to be the definition of waste disposal site where referred to in the Original Agreement and the Operating Agreement.

2. The Parties shall provide, construct, maintain and use the facilities and works specified in this Agreement and shown on the attached Site Plan, designated Schedule "B", and the attached landscaping plan, designated Schedule "C", at their sole risk and expense and in accordance with one or more Certificates of Approval issued by the Ministry pursuant to the provisions of the Environmental Protection Act, and such work, service and materials described herein are to be done, provided, maintained and used in a good and workmanlike manner;

3. The Parties agree:-

- (a) that construction work will be carried forward as expeditiously as may be, in a good and workmanlike manner in accordance with the conditions of approval of the Ministry of Environment and Energy Certificate of Approval under the Environmental Protection Act

attached hereto as Schedule "D" as may be amended from time to time by the Director of the Approvals Branch of the Ministry of the Environment and Energy.

- (b) that they shall submit the design and route of the proposed leachate forecmain for review and written approval to the Director and Region's Public Works Department prior to the implementation;
  - (c) that they shall submit the design of the proposed upgrades to the intersection of Regional Road No. 12 and Concession 7 Road for review and written approval to the Director and the Region's Public Works Department prior to implementation; and
  - (d) that during the construction, all necessary precautions to avoid dust, noise and other nuisances and to provide for the public safety, will, so far as reasonably possible, be taken.
4. The Parties shall, at their expense, construct a surface water drainage system and outlet to adequately serve the waste disposal site in accordance with the approved plans, specifications and detailed design approved in writing by the Director and the Ministry of the Environment and Energy under the Environmental Protection Act and filed with the Township. The Parties further undertake to repair and forever maintain the said surface water system located on the lands.
5. The Parties shall provide and at all times maintain on the subject lands driving lanes, turning aprons, parking spaces and fire access, in accordance with Schedule "B", attached hereto.
6. Any proposed changes to Schedules "B", "C" and "C1" to this agreement must be submitted to and approved in writing by the Township before any work or construction regarding such changes can commence.
7. (a) The Parties shall be responsible for the cost of all work on or adjacent to the Lands which is required under the terms of this agreement and/or indicated on the approved plans and drawings including, without limiting the generality of the foregoing,

the cost of all works required for drainage of surface water, upgrading of roads and intersections, construction of driveway approaches, relocation of pipes, poles, drains, catchbasins and other works, all of which shall be done and performed and all material for which shall be supplied in accordance with specifications and directions satisfactory to the Township.

(b) Where any required work is to be performed within the limits of any Township street allowance on which the Lands abut or which is adjacent to the Lands, the work may be performed by the Township at the expense of the Parties.

(c) The Parties shall be responsible for making all necessary arrangements for and payment of the cost of taking up, removing or changing the location of any works of services of any utility company or commission necessitated by or arising out of the work contemplated by this agreement and/or indicated on the approved plans and drawings.

8. The Parties shall provide the Township within thirty (30) business days of the completion of the facilities and works with certificate(s) issued by a duly qualified and accredited (pursuant to the laws of the Province of Ontario) architect, engineer, surveyor, or other such person who with respect to the nature of the facilities and works is professionally qualified, certifying that the facilities and works as completed conform to the plans and drawings attached as schedules to this agreement (subject to any permitted changes pursuant to paragraph 6 of this agreement).

9. The Parties shall pay the Township's costs in connection with this agreement for the preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

10. The Parties shall not call into question directly or indirectly in any proceedings whatsoever whether in law

or in equity or before any administrative tribunal, the right of the Township to enter in this agreement and to enforce each and every item, covenant and condition herein contained, and this agreement may be pleaded as an estoppel against any such person in any such proceedings.

11. Any notice, demand, acceptance or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:-

To the Township of West Lincoln at:-

Township Clerk  
Township of West Lincoln  
P.O. Box 400  
318 Canborough Street  
Smithville, Ontario  
L0R 2A0

To the Town of Lincoln at:-

Town Clerk  
Town of Lincoln  
4800 South Service Road  
Beamsville, Ontario  
L0R 1B1

To the Town of Pelham at:-

Town Clerk  
Town of Pelham  
P.O. Box 400  
Fonthill, Ontario  
L0S 1E0

To the Town of Grimsby at:-

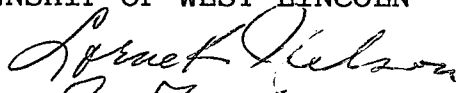
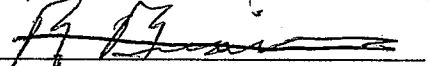

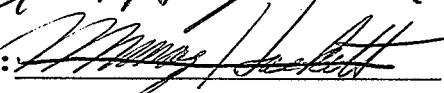



Town Clerk  
Town of Grimsby  
P.O. Box 159  
Grimsby, Ontario  
L3M 4G3

or any such address that the parties may from time to time designate in writing and every such notice shall be

deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which it is mailed by registered mail.

12. If any section, sub-section or part or parts hereof shall be declared by court of law to be illegal or ultra vires, such part or parts shall be deemed to be severable and all parts hereof are declared to be separate independent and enacted as such.
13. This agreement shall be in full force and effect from the above date unless and until rescinded or amended by agreement by all the Parties.
14. This agreement shall be read with all changes of gender and number as the context may require.
15. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties have hereto affixed their corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED )	THE CORPORATION OF THE
)	TOWNSHIP OF WEST LINCOLN
)	
)	PER: 
)	MAYOR
)	
)	PER: 
)	CLERK
)	
)	THE CORPORATION OF THE
)	TOWN OF LINCOLN
)	
)	
)	PER: 
)	MAYOR
)	PER: 
)	CLERK



) THE CORPORATION OF THE  
) TOWN OF PELHAM  
)

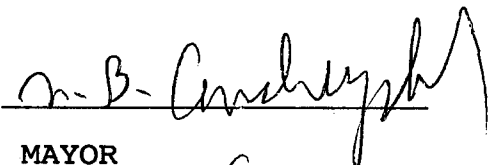
) PER: 

) MAYOR

) PER: 

) CLERK

) THE CORPORATION OF THE  
) TOWN OF GRIMSBY  
)

) PER: 

) MAYOR

) PER: 

) ~~CLERK~~ TOWN ADMINISTRATOR

Approved and Authorized by  
Township's By-Law No.  
enacted the            day of  
                                 ,A.D., 1995.

Approved and Authorized by  
Lincoln's By-Law No.  
enacted the            day of  
                                 ,A.D., 1995.

Approved and Authorized by  
Pelham's By-Law No.  
enacted the            day of  
                                 ,A.D., 1995.

Approved and Authorized by  
Grimsby's By-Law No. 95-26  
enacted the 18TH day of  
APRIL            ,A.D., 1995.

SCHEDULES TO THIS AGREEMENT

SCHEDULE "A"	-	Legal Description of the Lands
SCHEDULE "B"	-	Site Plan
SCHEDULE "C"	-	Final Landscape Plan
SCHEDULE "C1"	-	Berm Cross-Sections
SCHEDULE "D"	-	Ministry of Environment Certificate of Approval

**SCHEDULE "A"**

PART OF LOTS 6 AND 7, CONCESSION 7, FORMER TOWNSHIP OF SOUTH GRIMSBY, TOWNSHIP OF WEST LINCOLN AND MORE PARTICULARLY DESCRIBED AS PARTS 1, 2, 3, AND 4 ON REFERENCE PLAN 30R-5223.