

DATE: December 4, 2017

REPORT NO: PD-159-17

SUBJECT: Recommendation Report
Smithville Urban Expansion Project – Report 3

CONTACT: Brian Treble, Director of Planning and Building

OVERVIEW:

- On September 6, 2017, Regional Planning staff presented report PDS 34-2017 to Regional Committee to obtain authority to work jointly with the Township to assist with our urban expansion project so that the Township can achieve growth targets.
- On September 11, 2017, Township planning staff presented report PD-126-17 to authorize staff to establish a timeline, process, terms of reference, and budget for the entire Urban Expansion project as part of building a complete community for Smithville, West Lincoln.
- On October 10, 2017, Township planning staff presented report PD-139-17 that authorized Township and Regional staff to conduct an open house with landowners and other interested property owners/developers. This meeting was held on October 24, 2017 and was attended by approximately 90 people.
- The power point presentation for the Open House can be found at attachment 1 to this report.
- Staff now proposes to present a terms of reference for studies, a draft Land Owners' agreement, and a draft "Permission to Enter" form in this report. Staff intend to commence the background study work in earnest in 2018 once a final agreement with the Land Owners' Group is signed.
- Staff proposes to have a meeting with the Land Owners' Group and outline to them our process and what we require as their commitment to the project, also that they appoint a Trustee to manage the funding commitments so as to ensure adequate funding for the project.

RECOMMENDATION:

1. That, Report PD-159-17, regarding "Smithville Urban Expansion Project – Report 3", dated December 4, 2017, be RECEIVED; and,
2. That, the attached Terms of Reference for the Sub-Watershed Study be endorsed in order to commence the Urban Expansion Study, and

3. That, the attached Terms of Reference for the Secondary Plan Process be endorsed in order to commence the Urban Expansion study; and
4. That, the draft agreement between the Township of West Lincoln and the Land Owner's Group be referred to Township legal counsel for review, such that legal counsel can prepare the proper agreement to protect Township interests, permit collection of necessary finances from the development community, appoint a Trustee, and outline repayment details relating to development charges; and
5. That, upon recommendation from Township Legal counsel, in conjunction with the CAO and Director of Planning and Building, the Mayor and Clerk be authorized to sign the necessary agreement between the Township and Trustee of the Land Owner's Group to commence the partnership as outlined in (4) above and that an authorizing by-law to this effect be approved by Township Council; and
6. That, Township legal counsel, Township staff and consultants be authorized to meet with the Land Owner's Group and outline (1) the process, (2) the expectations, (3) the need for a signed Land Owner's Agreement, (4) the "Permission to Enter" form, (5) the role of Township and Land Owner's Group, and (6) the appointment of a Trustee on behalf of the Land Owner's Group; and
7. That, staff be authorized to circulate the Request for Proposal for the Sub-Watershed Study to receive submissions from consulting teams to complete the necessary works subsequent to signing the Land Owner's Agreement; and
8. That, staff report back to Planning/Building/Environmental Committee regularly to update Committee and Council on the process and progress.

ALIGNMENT TO STRATEGIC PLAN

- **Value**
Establishing, providing and sustaining a high quality of life for our residents.
- **Objective**
The Township will work towards an expanded scope of employment opportunities to create local jobs for its citizens through innovation and clean technology, including alternative energy related industry, environmental technologies and processing of agricultural products.

BACKGROUND:

The Region, though Regional Staff Report PDS 37-2016, allocated population and

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employment targets for each lower tier municipality in the Region of Niagara. Although this report has not yet received Regional Council approval, it is the intent of Regional staff that each Local Area Municipality (LAM) proceed forward with the required studies to implement the recommendations of the report.

Regional Staff presented report PDS 34-2017 on September 6, 2017 which kick started the Region's commitment to work with the Township of West Lincoln as we move forward with the requested studies to achieve a 2041 population target of 29,460 and an employment target of 9560.

Subsequently, on September 11, 2017 and October 10, 2017 Township staff presented reports that commenced the local project in partnership with the Region and the development community.

CURRENT SITUATION:

On September 11, 2017, staff presented report PD-126-17 to Planning Committee about working jointly with the Region and establishing a timeline and process.

On October 10, 2017, Township staff presented report PD-139-17 that outlined a proposal to meet with all the interested/affected property owners within the study area to outline the Urban Boundary Expansion process that we were embarking on.

Two open houses were held on October 24, 2017, with approximately 45-50 people in attendance at each open house.

Since then, Regional and Township consultants have been preparing Terms of Reference and sorting out the process and costing for the entire study process.

At the open houses, Staff of the Region and Township advised that it will be necessary that the benefitting property owners pay for these studies in advance. Their money will be recovered through development charge credits at the time of building permit issuance. This will be legally formalized in agreements.

It is recognized that not all parties will contribute, nor are able to contribute. Despite this however, certain members of the development community have expressed a willingness to place money upfront.

This report therefore seeks authority for the following four actions:

1. That Township legal counsel work with legal counsel of the development community and the Niagara Region to finalize a binding agreement that protects

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Township interests and commits to a repayment program through development charge credits.

2. That a meeting be held with the development community to outline the fact that the process will be led by the Township/Niagara Region and will be a fair process for all, taking into account all relevant components of an urban boundary expansion process as outlined in provincial policy, which will commence with the release of an RFP for the Sub-Watershed Study, once the funding agreement with the development community has been established.
3. That the development community and land owners will be provided with numerous opportunities for input into the municipally led process.
4. That Staff be and are hereby authorized to have the Mayor and Clerk sign the required binding agreement to commence the partnership between the Township and the Land Owner's Group Trustee in a form similar to the draft agreement as found at Attachment 4 to this report, and as ultimately recommended by the Township legal counsel.

FINANCIAL IMPLICATIONS

This process has been estimated by the consulting team as costing more than one million dollars. At this point in time, the intent is that this study will be front ended by the development community and reimbursed to the developers at the time of building permits where development charge credits can be issued to offset the front ended funds. The development charges by-law, as currently under review, will provide the legal mechanism for this to occur.

INTER-DEPARTMENTAL COMMENTS

Township planning staff, CAO, Township legal counsel, and Township consultants (Steve Wever) have all directly been involved in the preparation of this report. Township Public Works staff, Building staff, and Treasury staff will be involved, as required, as the project moves forward.

CONCLUSION

Staff recommend that Committee and Council provide authority to proceed forward as outlined in this report.

ATTACHMENTS

1. Power Point Presentation
2. Study Area
3. Draft Terms of Reference – Secondary Plan Study
4. Draft Authorizing By-law
5. Draft Land Owners' Agreement
6. Draft Permission to Enter Form

“The Township of West Lincoln will be a community that values our heritage, preserves our environmental and natural resources, fosters entrepreneurial spirit and provides excellent quality of life”

Prepared by:



Brian Treble, RPP, MCIP
Director of Planning and Building



Carolyn Langley, Clerk/Acting CAO

“The Township of West Lincoln will be a community that values our heritage, preserves our environmental and natural resources, fosters entrepreneurial spirit and provides excellent quality of life”

West Lincoln Strategic Growth/Urban Boundary Expansion Project

Meeting Agenda

Welcome and Introductions – *Rino Mostacci, Commissioner of Planning, Niagara Region*

Background - *Brian Treble, Director of Planning and Building West Lincoln*

*Doug Giles, Director of Community and Long Range Planning,
Niagara Region*

Urban Boundary Expansion Process – *Richard Vandezande, Consultant, Niagara Region*

- Sub-watershed Study
- Secondary and Master Plans
- Timelines
- Landowner Involvements
 - Permission to Enter (PTEs)
 - Landowner Funding Agreement
 - Plans and Document Review

Questions and Discussion

Conclusions and Next Steps

Information Package

Background

The Region allocated new growth targets to the lower tier municipalities of the Region of Niagara for 2031 and Regional staff have recently been working to establish target population and employment numbers for each lower tier municipality to 2041.

Regional staff and Township staff have agreed to work together to complete the analysis work required to determine how West Lincoln (mainly Smithville) will grow to 29,460 people and 9,560 jobs by 2041. It has been determined that an urban boundary expansion will be required to accommodate this growth.

Recent changes to the Provincial Places to Grow documents now have established a very high threshold in order to justify an urban boundary expansion. This work begins with the completion of many background studies. The Region and the Township of West Lincoln is working with the new Provincial parameters in undertaking the urban boundary expansion project.

Master Plan, Terms of Reference Process

The Master Plan process is broken down into two parts

1. Determine the Study Area and Target Density. A draft Study Area has been identified and some analysis of greenfield density has been completed at the Township level, to be reviewed further by the Region and Township with their planning consultants.
2. Develop Master Plan Terms of Reference based on the Study Area, and to include the land within the existing Urban Boundary of Smithville.

The Goal is to have Terms of Reference completed for releasing Requests for Proposal in early 2018.

Components of Master Plan

1. **Sub-watershed Study including Storm Water Management Master Plan.**
 - *A sub-watershed study identifies streams, wetlands, forests, groundwater recharge areas, and other natural areas. It includes an inventory of plants, animals, birds, and*

other species. Information on stream flows, water quality, groundwater movement and other natural features are studied as well.

- *Storm Water Management ensures that surface water runoff is managed. Storm-water management includes controlling flooding, reducing erosion and improving water quality.*

2. Secondary Plan, which includes;

- a) **Transportation Master Plan** – *A Plan to identify any traffic issues and solutions.*
- b) **Water/Wastewater Servicing Master Plan** – *A Plan to develop water and wastewater servicing infrastructure for the Smithville Urban Expansion Study Area.*
- c) **Agricultural Impact Study** - *To identify any impacts to agricultural lands and solutions*
- d) **Planning and Urban Design Policies for Expansion Areas and its integration with the existing Smithville Urban Area** – *To plan for creating a compact, complete and healthy community within the heart of West Lincoln.*

Timing

The project will be undertaken in 3 phases:

Phase 1 – Project Launch

- Finalize the Study Area Boundaries
- Determine appropriate Greenfield Density Targets for Smithville and Expansion Area
- Terms of Reference preparation and Requests for Proposals
- Targeted to be completed early 2018

Phase 2 – Background Studies

- Sub-watershed Studies and Master Secondary Plan
 - o Stage 1 - Background Stage (18 Months)
 - o Stage 2 - Environmental Impact Assessment (6-8 Months)
 - o Study Recommendations & Updates to the Township and Regional Official Plan Policies (4-6 Months)
 - o A Public Meeting will be held at each stage

Phase 3 - Implementation

- Block Plan Preparation
- Draft Plan of Subdivision and Site Plan Submissions
- Zoning By-law Amendments
- Expected to be completed following the approval of the Master Secondary Plan.

Landowner Involvement

1. **Permission to Enter private property**

- To allow for Region, Township Staff and Consultants to access the property with notice as part of Sub-watershed and Master Plan Investigations

2. **Landowner Funding Agreement**

- Refer to Funding Agreement Section

3. **Document Review**

- **Permission to Enter private property** – *Allowance to access private property*
- **Landowner Funding Agreement** – *How the studies will be funded*
- **Master Plan Terms of Reference** – *How the studies will be completed*

Funding Agreement

The Sub-Watershed and Master Planning Studies involved in the Urban Boundary Expansion process will have associated costs. For the Township to afford to undertake the required studies, it is proposed that these costs be front-ended by the landowners within the Urban Boundary Expansion Study Area. There will be a Funding Agreement between the Landowners and the Township that will address items such as, size of contribution, development credits, implications for non-contributing landowners, and reimbursement for landowners not included in the urban boundary expansion area. The funding agreement will also contemplate the possibility that no lands are added to the urban boundary.

The Township of West Lincoln will also be updating its Development Charge By-law to allow for Area Specific Development Charges to facilitate the Landowner Funding Agreement.

Question and Discussion Period

Next Steps - Next Landowner's Meeting – Spring 2018



Comments

This is the first of several Landowner Information Meetings. Is there anything that could be improved for subsequent landowners meetings?

Do you have any Comments, Questions or Concerns regarding the Urban Boundary Expansion?

Yes No Do you have interest in having your property be within the Urban Boundary of Smithville and in a future growth area?

Yes No Would you be interested in entering a Funding Agreement? More information on the funding agreement will come in further consultation.

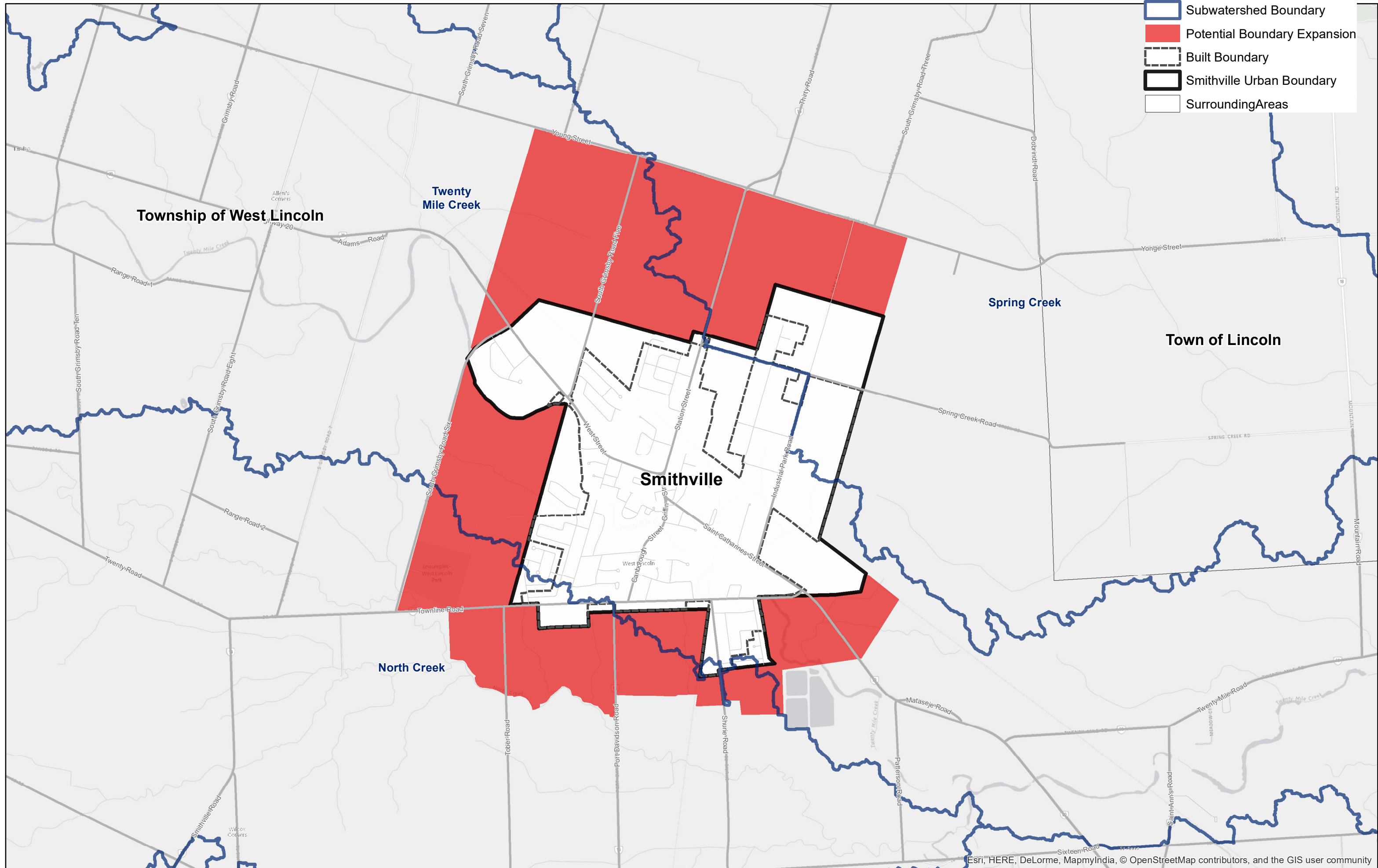
Yes No Would you be opposed to signing a Permission to Enter Agreement in the future?

Name

Address

Contact Information

Please Return Page to Township Staff



Terms of Reference

Master Secondary Plan
for the
Community of Smithville

Township of West Lincoln

Draft
November 2017

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INFORMATION TO PROPONENTS AND GENERAL CONDITIONS

Request for Proposals

Master Secondary Plan for the Community of Smithville

1.0 Introduction

The Township of West Lincoln and Niagara Region are seeking Proposals from qualified consultants or consultant teams to undertake a Master Secondary Plan incorporating planning, urban design, environmental, agricultural, transportation, and water and wastewater servicing disciplines for the Community of Smithville. The environmental component is being addressed by a Subwatersheds Study that is being let under a separate Terms of Reference and Request for Proposal process. The Master Secondary Plan will guide the successful phased development of the lands in the community of Smithville over the period of 2021-2041. The urban area of Smithville and the study area for the potential community expansion lands (West Lincoln Development Study Area) are shown on Figure 1.

1.1 Scale

The West Lincoln Development Study Area (WLDSA) encompass approximately 350 gross hectares of developable land located northwest, west, southwest, and southeast of the urban area of Smithville. The urban area of Smithville currently has a population of ??? and ??? jobs with infilling and completion of existing designated Greenfield areas adding an anticipated ??? more persons and ??? more jobs. An additional ??? persons and ??? jobs will need to be accommodated in the 2021 to 2041 time period. To accommodate the population and jobs increase, an expansion to the urban area of Smithville will likely be required. The community expansion lands are anticipated to accommodate an increase the population and jobs by ??? and ??? respectively. The amount of land required to accommodate the allocated increase in population and jobs will be determined through the Master Secondary Plan process.

1.2 Approach

The Master Secondary Plan, with the accompanying studies, supports the development of a community structure plan (with accompanying development policies) for the Community of Smithville and potential expansion lands. The Master Secondary Plan process and the related studies (Subwatersheds Study, Transportation Master Plan, Water and Wastewater Master Plans, and Agricultural Impact Study) are designed to form a comprehensive and coordinated planning process that will meet the required approvals necessary under the Planning Act and the Environmental Assessment (EA) Act. The combination of a Planning Act and Municipal Class EA process permits the Township and Region to plan the Smithville community collaboratively in a holistic manner.

The concurrent infrastructure related studies, as part of the Master Secondary Plan, will carry out and document the Class EA process sufficient to address Phases 1 and 2 of the Class EA process and establish in the documentation the basis for specific future investigations if Schedule B and C projects are identified. To ensure that these approaches are complete and consistent, the Region has retained a Project Manager to assist Regional and Township staff and the consulting teams to coordinate the studies, prepare required meeting notices and correspondence and to assist in fully complying with requirements for public, stakeholders and agencies consultation as set out in the Planning Act and Class EA processes,

To facilitate consultation, a Technical Advisory Committee (TAC) will be formed comprising staff from the Region, the Township, NPCA, various applicable Ministry representatives, landowner technical representatives and the consulting team(s). For efficiency, it is anticipated that the same TAC will serve all the Master Plan consultant studies, with timed items on shared meeting agendas. The TAC will advise and assist in directing the development of the Master Secondary Plan and its component studies throughout what is anticipated to be a 36 month study process. The TAC will assist in ensuring that the Master Secondary Plan evolves from the foundational basis of the Subwatersheds Study in a collaborative manner through the integration of the other concurrent consultant studies.

Overall, the Master Secondary Plan will identify the community structure for the Community of Smithville and the expansion lands to ensure appropriate integration and consideration for development opportunities within the Smithville Urban Area. The Master Secondary Plan will include land use categories, a road/transit/cycling/trail and servicing network, an open space system and major community facility requirements. The objective is to ensure that the new communities, neighbourhoods, and employment areas in the Smithville Urban Area and potential expansion lands are developed in a phased and sustainable manner meeting the objectives and requirements of the 2017 Provincial Growth Plan as implemented through the Regional Official Plan and Township's Official Plan. As noted above, the foundation for the Master Secondary Plan will be defined by the Subwatersheds Study. The natural heritage system established through the Province and Regional Official Plan, refined through the Township's Official Plan, will be further refined or confirmed through the Subwatersheds Study.

A fundamental objective of the Master Secondary Plan is to ensure Smithville develops as a sustainable community. To achieve sustainability, Smithville will be developed based on the vision to be a compact, complete, healthy, and resilient community. The Master Secondary Plan will target a density of ??? persons and jobs per net hectare for the existing community of Smithville and a target density of ??? of persons and jobs per net hectare for the residential / mixed use component of the expansion lands.

2.0 Context

2.1 Relevant Plans

As required, the Master Secondary Plan is intended to be consistent with the approved Provincial plans (notably, the 2017 Growth Plan for the Greater Golden Horseshoe and the 2014 Provincial Policy Statement) and the approved plans of the Region (notably, the current Municipal Comprehensive Review process currently underway that includes a Regional Transportation Master Plan 2017 and a Water/Wastewater Master Plan 2017). In addition, the Master Secondary Plan process forms part of the Township's Municipal Comprehensive Review (currently underway). Addressing these layered policy initiatives requires a collaborative process among the three levels of government involved.

As noted in findings of the Region and the Township's Municipal Comprehensive Review, the Township is expected to grow by ??? persons and ??? jobs to the year 2041. The Region is currently developing a Work Program to accommodate ??? persons and ??? jobs in the Region by 2041. While some municipalities in the Region have adequate designated lands to accommodate their allocated population growth, the Township of West Lincoln does not. The Master Secondary Plan exercise is meant to address the quantum of population and jobs in the context of the current Smithville Urban Area and an expansion to the Urban Area. The Master Secondary Plan will determine the final quantum of lands for expansion, the form and function of the Smithville Urban Area, and development form in the expansion lands.

2.2 Current Status

The WLDSA has been delineated through the Township's Municipal Comprehensive Review process. The Township, in conjunction with the Region, has developed a Work Program and related Terms of Reference for studying the development potential and suitability of the Smithville Urban Area with the WLDSA to develop a compact, complete, healthy, and resilient community that would accommodate the population and job growth allocated to the Township of West Lincoln by the Region's Municipal Comprehensive Review. The Work Program and related ToR as well as the WLDSA were endorsed by the Township of West Lincoln Council by resolution on ???, 2017.

3.0 Study Scope and Approach

The structure and approach of the Master Secondary Plan's Work Program are outlined below. While proposals submitted in response to this Request For Proposals should respect the key tasks and timelines described below, innovative and creative ideas are welcomed. Any adjustments to the Work Plan will be addressed as an initial task to be undertaken at the beginning of the Study. The finalized Work Program will form the basis for tracking the progress of the Study, including adherence to schedule, budget, and compilation of required deliverables.

PHASE 1 - Background, Characterization, Model Development, and Preliminary Concept Options

- Task 1 - Purpose: To gather background information to characterize the context of the Community of Smithville and the WLDSA, identify Landowner interests, and address the future residential and employment needs of the Township to 2041.
- Task 2 - Purpose: From the background information, develop an issues list, constraints and opportunities mapping, and models by which to evaluate and test the impacts of alternative future land use scenarios (as defined by preliminary community structure concepts).
- Task 3 – Purpose: To determine the proposed extent of the potential expansion lands in the WLDSA.
- Task 4 - Purpose: To develop as a Consulting Team, 2 to 4 distinct preliminary community structure concepts for the proposed expansion lands and its integration with the existing Community of Smithville for preliminary evaluation based on the issues list and the constraints and opportunity mapping.
- Task 5 – Purpose: To undertake a preliminary evaluation of the preliminary concepts to determine Preliminary Preferred Community Structure Option(s) for Impact Assessment in Phase 2.
- Task 6 - Purpose: To document the process to meet Class EA requirements.

PHASE 2 - Impact Assessment of Preliminary Preferred Community Structure Option(s) to determine a Preferred Community Structure Option.

- Task 1 - Purpose: Using the background information and models, test and validate the preliminary preferred Community Structure Option(s) through a 2-Stage iterative Impact Assessment process to determine a Preferred Community Structure Plan for the Smithville Urban Area and proposed expansion lands.
- Task 2 - Purpose: To determine preliminary phasing triggers, preliminary cost estimates, and undertake a risk assessment.
- Task 3 - Purpose: To confirm and finalize the justification of the actual extent of the expansion lands.
- Task 4 – Purpose: To document the process to meet Class EA requirements.

PHASE 3 - Finalize the Preferred Community Structure Plan and develop Management, Implementation, and Monitoring Plans and Policies for the Community of Smithville and the Expansion Lands

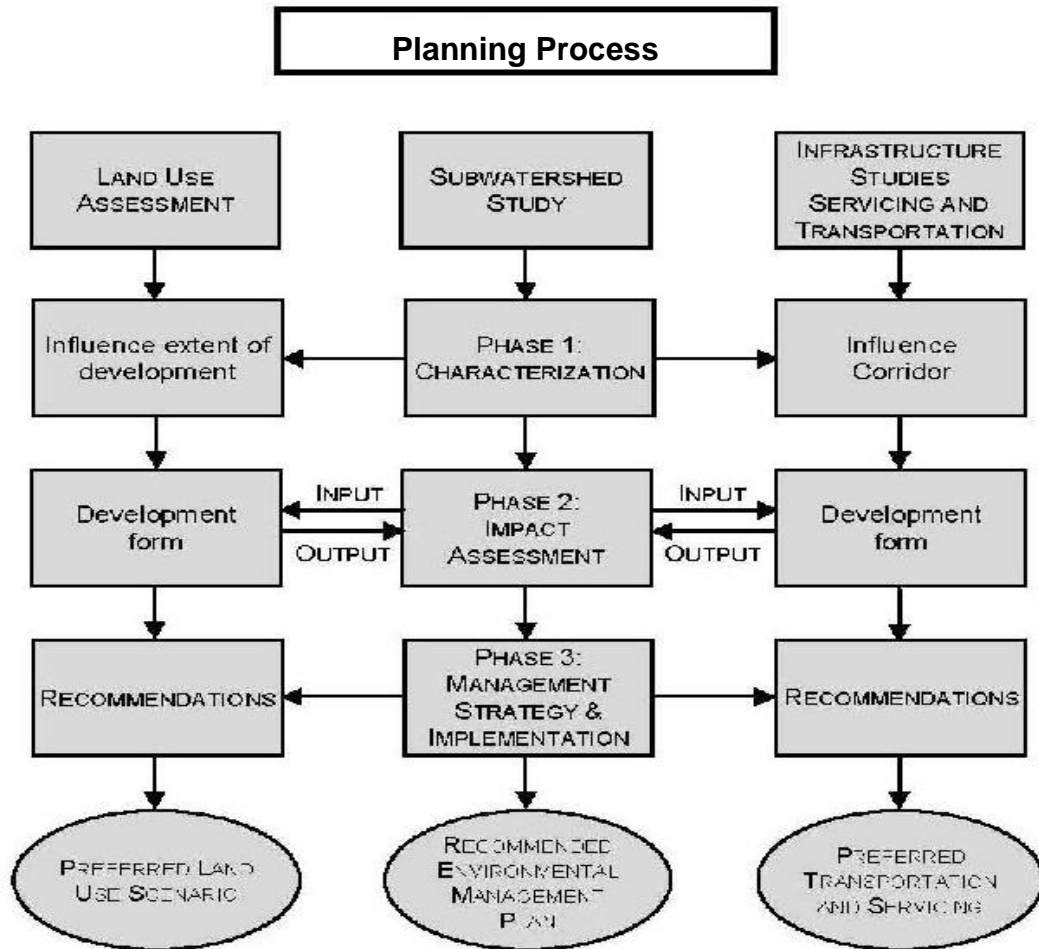
Task 1 – Purpose: To develop Management, Implementation, and Monitoring strategies for incorporation in the Master Plans and Master Secondary Plan.

Task 2 – Purpose: To finalize the Preferred Community Structure Plan by appropriately incorporating the management, implementation, and monitoring strategies.

Task 3 - Purpose: To finalize the contributing Master Plans for incorporation as appropriate policies in the Master Secondary Plan.

Task 4 - Purpose: To finalize the list of identified projects and document the process to meet Class EA requirements.

Integrated Land Use, Subwatershed, and Infrastructure Study Process



3.1 Planning and Urban Design Tasks and Deliverables

Prepare a Master Secondary Plan for the Community of Smithville that includes the existing urban area of Smithville and a potential expansion of the urban boundary.

Included in the preparation of the Master Secondary Plan is the coordination and incorporation of a Transportation Master Plan, a Water and Waste Water Servicing Master Plan, an Agricultural Impact Study, and a Fiscal Impact Study.

Based on the Study Scope and Approach identified above, the Master Secondary Plan shall address the following Tasks:

Vision and Opportunity Statement

- Develop a Vision and Opportunity Statement for the Community of Smithville and potential expansion lands based on the sustainable planning principles to create a compact, complete, healthy, and resilient community.

Compact Community

- Develop community structure options to increase the density of the Community of Smithville to enhance intensification and infilling opportunities.
- Develop and justify a residential and employment density target for the Community of Smithville and potential expansion lands.
- Develop options to meet Regional and Provincial Density Targets for the potential expansion lands.
- Numerically quantify the options to show how the options meet the Density Targets and for incorporation in the models developed by the Subwatersheds, Transportation, and Water / Waste Water Servicing Studies to assist with Impact Assessment.
- Determine the extent of the expansion lands required to achieve the objectives of the Vision and Opportunity Statement.

Complete Community

- Develop community structure options that ensure that a full spectrum of community life is offered within the Community of Smithville and potential expansion lands. This includes a variety of housing types (including affordable and rental housing), employment, transit, shopping, active transportation options, connections between neighbourhoods and between the existing Smithville community and potential expansion lands, recreational and social opportunities, and public service facilities and schools.
- Develop complete streets program in the Community of Smithville based on Niagara Region's "Complete Streets for Niagara" Handbook in conjunction with the Transportation Consultant.

- Develop urban design guidelines for enhancing the urban core(s) of the Community of Smithville.

Healthy Community

- Develop community structure options, in conjunction with the Subwatersheds Study Consultant, which maintains and enhances the environmental context of the Community of Smithville.
- Establish the environmental context as a priority in ensuring physical, social, and emotional health.
- Based on the principles for creating “Walkable Communities” or “Active Neighbourhoods”, develop:
 - o options for active transportation as viable alternatives to the use of motorized vehicles; and,
 - o ensure transit, shopping and employment areas, community facilities, schools, and recreational opportunities form part of walkable neighbourhoods.
- Include local options for community gardens, farmer’s markets, and the ongoing viability of neighbouring farms.
- As the built environment influences health, promote a healthy lifestyle through innovative community design.

Resilient Community

- Develop community structure options for creating resiliency for the Community of Smithville by reducing energy usage, creating local options for energy generation, maintaining and expanding opportunities for local food sources and grocery outlets, planning for anticipated climate change impacts, developing live/work opportunities, creating a wide variety of housing (including affordable and rental housing) and employment options, and developing balanced employment/residential opportunities.
- Provide a policy framework for developing a Community Energy Plan and a Climate Change Adaptation Plan for the Community of Smithville for implementation through Block Plans.
- Consider climate sensitive urban design options in the community structure concepts.

Class EA and Planning Act Processes

- Incorporate the Class EA process in each Task and appropriately document the process for submission on the Environmental Bill of Rights Registry.
- Develop a Study Initiation Notice and Public Information Centre Notices / Public Meetings for all public engagement.
- Develop a template for presenting information to Council, Stakeholders, Agencies, Indigenous Communities, and the Public at each Phase of the Master Plan process, as applicable.

- Develop an innovative and comprehensive Public Participation Program for engaging and consulting with Council, interested Stakeholders, Agencies, Indigenous Communities, and the Public.
- Develop a plan for appropriately engaging all levels of government in the Planning process.
- Lead the Impact Assessment process to identify, refine, and finalize the Preferred Community Structure Plan and develop appropriate Management, Implementation, and Monitoring Policies to guide the development of Block Plans, and plan of subdivision / condominium / site plan / rezoning submissions.
- Ensure the final Master Secondary Plan is in a form acceptable under the Planning Act as an Official Plan Amendment to be adopted by Township Council and approved by Niagara Region / Province.

Urban Design

- Develop Urban Design Guidelines and Zoning Considerations for new development in the Community of Smithville and the potential expansion lands.

3.2 Transportation Master Plan Tasks and Deliverables

Prepare a Transportation Master Plan for the Community of Smithville, as part of the Master Secondary Planning exercise, which addresses the following Tasks:

- Develop a Multi-modal Transportation Demand Forecast Framework (using VISSIM or AIMSUN).
- Using the population, employment, and density targets for the Community of Smithville and WLSDA forecast transportation related impacts on the Regional Arterial Road Network and the Township Arterial and Collector Network.
- Provide further detail to Regional Transportation Master Plan Projects affecting the Community of Smithville to assist in progressing their planning.
- Identify the existing Arterial / Collector Road Network in the Community of Smithville and suggest enhancements.
- Develop new Arterial / Collector Road Network options in WLDSA for connectivity with existing Arterial / Collector Road Network in the Community of Smithville
- Develop Active Transportation Network options for the WLDSA and the existing Community of Smithville.
- Incorporate Regional Transit Initiatives in the modeling to enhance the use of Transit in West Lincoln – consider a Transit First model.
- Coordinate with the Planning/Urban Design Consultant on incorporating the “Complete Streets for Niagara” Handbook recommendations in the planning of the Community of Smithville.
- Develop a Phasing Strategy for all proposed Transportation related infrastructure
- Assess Risks associated with the Phasing Strategy and Funding.
- Consider infrastructure resilience to climate change.
- Develop Key Performance Indicators and a Monitoring Program.
- Develop Trip-reduction Strategies.

- Support the development of Policy Directions to implement the Transportation System and Strategies.
- Coordinate with the other Master Secondary Plan disciplines and the Subwatersheds Study Consultant.

In achieving the above noted Tasks, the Transportation Consultant will provide documentation on the following:

- The Transportation modeling framework.
- Two to four distinct preliminary network options for motorized vehicles, active transportation, and transit plans for evaluation and impact assessment.
- Level-of-service analysis, transit usage and measures of self-containment for the different land use/transportation options tested.
- Preliminary cost estimates of the planned transportation infrastructure and transit operating subsidies of the different options tested.
- Active Transportation strategies, along with approaches to TDM and parking management.
- Phasing Plan for the Preferred Community Structure Plan Concept that identifies triggers/thresholds, horizon years, risk assessment, performance indicators and monitoring program.
- Management, Implementation, and Monitoring Plan for the Preferred Community Structure Plan Concept that defines the roles and responsibilities of all partners.
- Assessment of the funding required for the Preferred Community Structure Plan Concept and attendant risks, along with possible contingency plans.
- Future transportation requirements to guide the preparation of Block Plans and draft plans of subdivision (including input into the delineation of detailed Traffic Zone and Block Plan boundaries to be identified as part of the Master Secondary Plan)
- Presentation materials for TAC, Council and PIC meetings.
- Identification of outstanding or unresolved issues, including any policy gaps.
- Identification of arterial and collector roads subject to further Municipal Class EA Study and their appropriate schedule.
- Compliance with EA Master Plan process.
- Documentation of sufficient details to satisfy Phases 1 and 2, up to Step 6 of the Municipal Class EA process.
- The Transportation Master Plan as a component of the Master Secondary Plan including: finalized transportation infrastructure and transit plan; recommended cycling and pedestrian strategy, and final suggestions for approaches to TDM and parking management.
- Sensitivity Analysis for possible future expansions of the Community of Smithville.

3.3 Water and Wastewater Master Plan(s) Tasks and Deliverables

Prepare a Water and Wastewater Master Plan(s) for the Community of Smithville, as part of the Master Secondary Planning exercise that addresses the following Tasks:

- Develop a Water and Waste Water Flow Model for the Community of Smithville and WLDSA (using InfoWater and InfoSWM)
- Using the population, employment, and density targets for the Community of Smithville and WLDSA forecast Water and Waste Water related impacts on the Township and Regional Water and Waste Water Systems.
- Provide further detail to Regional Water and Waste Water Projects identified in the Regional Master Plan that affect the Community of Smithville to assist in progressing their planning.
- Undertake an assessment of the existing Water and Waste Water Systems in the Community of Smithville and suggest enhancements.
- Develop new Water and Waste Water System options in WLDSA for connectivity with the existing Water and Waste Water System in the Community of Smithville.
- Incorporate Ministry, Regional, and Township Flow Reduction and Water Quality Initiatives in the modeling.
- Develop a Phasing Strategy for all proposed Water and Waste Water related infrastructure for the Community of Smithville and the WLDSA.
- Assess Risks associated with the Phasing Strategy and Funding.
- Consider infrastructure resilience to climate change.
- Develop Key Performance Indicators and a Monitoring Program.
- Develop Water and Waste Water Flow Reduction and Flow Timing Strategies.
- Support the development of Policy Directions to implement the Water and Waste Water System and Strategies.
- Coordinate with the other Master Secondary Plan disciplines and the Subwatersheds Study Consultant.

In achieving the above noted Tasks, the Water and Waste Water Systems Consultants will provide documentation on the following:

- The Water and Waste Water Systems modeling framework.
- Two to four distinct preliminary water and waste water system options for evaluation and impact assessment.
- Preliminary cost estimates of the planned water and waste water infrastructure of the different options tested.
- Phasing Plan for the preferred Community Structure Plan Concept that identifies triggers/thresholds, horizon years, risk assessment, performance indicators and monitoring program.
- Implementation Plan for the preferred Community Structure Plan Concept that defines the roles and responsibilities of all partners.
- Assessment of the funding required for the preferred Community Structure Plan Concept and attendant risks, along with possible contingency plans.
- Future Water and Waste Water System requirements to guide the preparation of Block Plans and draft plans of subdivision (including input into the delineation of detailed Traffic Zone and Block Plan boundaries to be identified as part of the Master Secondary Plan)
- Presentation materials for TAC, Council and PIC meetings.
- Identification of outstanding or unresolved issues, including any policy gaps.

- Identification of Water and Waste Water System components subject to further Municipal Class EA Study and their appropriate Schedule.
- Compliance with EA Master Plan process.
- Documentation of sufficient details to satisfy Phases 1 and 2, up to Step 6 of the Municipal Class EA process.
- The Water and Waste Water Master Plan as a component of the Master Secondary Plan including: finalized Water and Waste Water System infrastructure, and recommended flow management strategies.
- Sensitivity Analysis for possible future expansions of the Community of Smithville.

3.4 Agricultural Impact Study Tasks and Deliverables

Prepare an Agricultural Impact Study, including Minimum Distance Separation (MDS) Calculations, for the WLDSA, as part of the Master Secondary Planning exercise that addresses the following Tasks:

- Characterize the Rural/Agricultural area within and outside the immediate boundary of the WLDSA through background information and field studies.
- Conduct an Assessment of existing Agricultural Operations and Infrastructure in the WLDSA and immediate surrounding area.
- Determining MDS Arcs within and outside the immediate boundary of the WLDSA.
- Develop an Interim Strategy for existing agricultural operations / lands within the WLDSA and potential expansion lands prior to development.
- Develop Phasing Recommendations for development in the potential expansion lands to facilitate the continuance of existing agricultural operations / lands within the expansion lands as long as feasible.
- Provide Development Buffering Recommendations to protect agricultural operations / lands within and outside the immediate boundary of the WLDSA.
- Prepare presentation materials for TAC, Council and PIC meetings.
- Coordinate with other Master Secondary Plan disciplines and the Subwatersheds Study Consultant.
- Assist other Master Secondary Plan disciplines in compliance with Class EA process.

3.5 Fiscal Impact Study Tasks and Deliverables

Prepare a Fiscal Impact Study for the Community of Smithville, as part of the Master Secondary Planning exercise that addresses the following Tasks:

- Identify and assess existing Township Projects and Funding.
- Identify and assess the fiscal impact of implementing the Master Secondary Plan on the Township and Region.
- Develop an Asset Management framework for achieving and maintaining the development and infrastructure contemplated by the Master Secondary Plan.

- Provide input and recommendations into the prioritization/phasing of Township and Regional infrastructure to support the Master Secondary Plan.
- Provide input and recommendations for Township and Regional Development Charge updates to implement the Master Secondary Plan.
- Review and assess Municipal Administrative requirements, Level of Service and required Municipal Fee Structure to implement the Master Secondary Plan.
- Consider asset resilience to climate change.
- Prepare presentation materials for TAC, Council and PIC meetings.
- Coordinate with other Master Secondary Plan disciplines and the Subwatersheds Study Consultant.
- Assist other Master Secondary Plan disciplines in compliance with Class EA process.

4.0 Summary of Key Timelines

More details on the timelines of the Tasks referenced in the study process outlined in Section 3.0 above are presented in the table below. Meeting the key dates is critical to the timely exchange of information between the concurrent studies (Subwatersheds Study, Master Water/Wastewater Servicing Plan, Master Transportation Plan, and Master Secondary Plan) involved in the overall development of the Master Secondary Plan. Schedule adherence is important in terms of the timely completion of the entire process and in ensuring that the conditions of the EA Master Plan process are met, particularly with respect to the public participation requirements.

Phase	Key Dates	Deliverables
	Feb. 2018	Consultant selection
	March 2018	Study Initiation / Finalize Study Work Program with the Project Team
PHASE ONE	March 2018 to Oct. 2019	Background, Characterization, Model Development, and Options
	March 2018	With Technical Advisory Committee (TAC) determine and finalize the information gathering process, modeling framework, and modeling assumptions
	May 2019	The Planning Consultant in collaboration with the partner consultants (including SWS Consultant) identify 2 to 4 preliminary community structure options

Phase	Key Dates	Deliverables
	June 2019	Bring forward concept options to the Technical Advisory Committee for review and confirmation, including Class EA process requirements
	Sept. 2019	Present 2 to 4 concept options and identify issues for presentation to Council
	Oct. 2019	Attend the first Public Information Centre (PIC #1) where background information and preliminary community structure option(s) will be presented
PHASE TWO	Nov. 2019 to Sept. 2020	Impact Assessment and Preliminary Preferred Concept
	Nov. 2019 to March 2020	Conduct 1 st Stage Impact Assessment and present and document to TAC the results of the option(s) testing and validation, in conjunction with Community Structure Plan development
	April 2020 to June 2020	Conduct 2 nd Stage Impact Assessment and present to TAC the preliminary preferred concept.
	July 2020	Prepare and document Class EA process, preliminary development policies and strategies and possible directions for approaches to management.
	September 2020	Attend and prepare presentation material for Council and the subsequent PIC #2 meeting and provide preliminary preferred community structure option.
PHASE THREE	Oct. 2020 to Dec. 2020	Monitoring, Management, and Implementation Recommendations
	Nov. 2020	Present monitoring, management, and implementation strategies for the preferred community structure concept, including Class EA process requirements, to the TAC.

Phase	Key Dates	Deliverables
	Dec. 2020	Present and document, in final report form, the full Master Secondary Plan for Smithville (including all the individual Master Plans that includes the Class EA process, elements of phasing; implementation; monitoring; costing/funding; risk analysis; development strategies; management directions, and secondary plan and urban design requirements).
	Jan. 2021	Prepare presentation material for and attend PIC #3/Public Meeting of Council
	March 2021	Attend and prepare presentation material for the meetings of Council for adoption of Master Secondary Plan
PHASE FOUR	Post March 2021	Additional Sensitivity Analysis (if required)
	June 2021	Conduct and document a high level review of transportation and servicing system alternatives beyond 2041.

5.0 Summary of Consultation / Meeting Requirements

The minimum consultation requirements for the development of the Master Secondary Plan are:

Technical Advisory Committee (TAC) - It is anticipated that there will be a need for the Consultants to attend at least three (3) TAC meetings in each of the first and second phases of the study and one (1) TAC meeting in Phase 3. Proposals should include costing for up to two (2) additional TAC meetings during the development of the preferred community structure option in Phase 2. The TAC Meetings should include at least one (1) full day TAC Workshop in each of Phases 1 and 2. (Total of nine (9) TAC meetings).

Council - The Prime Consultant will attend the Committee / Council meetings that precede the Public Information Centres (PIC #1, PIC #2, and Public Meeting/PIC #3) and one final Council Meeting where Council will consider the adoption of the Master Secondary Plan (Official Plan Amendment).

Public Information Centres – All Consultants will attend all PIC's. (Total of three PIC's)

Throughout the Work Program, the consultants will meet with the Staff Project Team for the Master Secondary Plan in order to gather relevant information and receive feedback on the Study's progress. Project Team meetings may be assumed to occur on a bi-monthly pattern, unless otherwise required, with agendas and materials distributed by the Project Manager five days in advance of the meeting.

Additional meetings/teleconferences may be required during the Work Program involving:

- Township and Region Commissions and Departments
- Agencies (e.g. Provincial, NPCA)
- Landowner groups and their consultants
- Township Councillors

Proposals should identify the rates and costs for each of these additional meetings separately from the minimum meeting requirements outlined above.

6.0 Study Data and Information Agreements

The Township requests the transfer of all consultant files of draft and/or final digital information (GIS, AutoCAD or other) upon completion of the Project.

All study data, reports and presentation material are to be supplied to the Township and Region in a format compatible with Microsoft Office Suite 2007 (Word, Excel, Access, and PowerPoint), and ESRI Shape Files or Geodatabases.

Coordinates shall be to real UTM coordinates in NAD 83 (CSRS) Datum.

All required deliverables should be submitted in a format acceptable to the Township and compatible with posting on the Township's project website.

7.0 Budget

Proposals will include an estimated budget broken down by Phase and Task to address the work outlined in Work Program. The cost of the Additional Sensitivity Analysis shall be identified separately from the overall cost for the Project.

8.0 Project Management

The Master Secondary Plan, the Subwatersheds Study and the other concurrent studies, will be managed by a Project Manager of the Township and Region. The task of the Township/Region Project Manager is to coordinate, manage, and oversee the overall work effort related to the development of the Master Secondary Plan and Subwatersheds Study.

The successful Prime Consultant will keep the Project Manager apprised of all correspondence or contact with internal or external stakeholders/agencies. All correspondence with internal or external stakeholders/agencies and the public will be through the Project Manager or designated representative. Periodic updates of the status of study activities and any other questions related to the scope, schedule, budget, or study deliverables will be directed to the Project Manager.

9.0 Proponent Experience

The Prime Consultant(s) selected to undertake the Master Secondary Plan will demonstrate a proven track record of managing such large-scale planning exercises. The expertise of supporting consultants will also be key to a successful proposal.

The Consultant(s) will need to understand the interrelationship between land use planning, transportation initiatives, infrastructure development, the agricultural context, and fiscal responsibility. Knowledge of and experience in innovative community planning, practical and functional urban design, maximizing strategic transportation and servicing infrastructure, progressive asset management, costing and funding opportunities and other important community building aspects will be advantageous.

Demonstrated knowledge of the Ontario and Federal Environmental Assessment process, and specifically the Municipal Class Environmental Assessment process, will also be a valuable asset.

10.0 Proposal Selection

All proposals will be evaluated through a comprehensive review and analysis by a Selection Committee comprising senior West Lincoln and Regional staff members, and administered by the West Lincoln Finance Department Procurement Staff. The aim of the Selection Committee is to select the proposal that best meets the Township and Region's requirements and gives the best overall value. The project will not necessarily be awarded to the lowest cost proposal as price is only one component that will be used to determine the best overall value for the Township and Region. Proposals will be judged, in part, on the availability and amount of time that identified leading staff are prepared to dedicate to the project.

By responding to this Request for Proposal, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

10.1 Evaluation

i) Method

Proposals received on time will be reviewed and deviations and/or exceptions to the requirements of this Request for Proposals will be noted and assessed. Proponents may be contacted to explain or clarify their Proposal; however, they will not be permitted

to alter information as submitted. The Proposals will be evaluated and scored based on the listed criteria below.

ii) Criteria:

Proposals will be scored based on the following:

Criteria		Components	Points
1.	Overall clarity/understanding of requirements	<ul style="list-style-type: none"> Proposal is complete, organized and presented in a clear manner according to the Request for Proposal. Proposal demonstrates a comprehensive understanding of the project, requirements and objectives. Proposal includes a clear and appropriate timeline that is broken down by phase, staff resources and task. Timeline includes approximate start and end state for each task. 	15
2.	Outline of services to be provided	<ul style="list-style-type: none"> Proposal clearly outlines the approach the consultant proposes to take in achieving the required deliverables, including work plan and engagement strategy. Proposed methodologies for completing tasks are described in detail. Description of consulting and sub-consulting team includes all relevant information, including lead staff, relevant experience, qualifications and an estimate of the percentage of time each key member will dedicate to this project. The proposal meets all the service requirements of the Request and within an appropriate timeframe. 	20
3.	Project Cost	<ul style="list-style-type: none"> Full cost of services, including estimated expenses, is provided. Cost is evaluated based on the strength of staff and allocated resources. 	20
4.	Knowledge of the Planning Context	<ul style="list-style-type: none"> Proponent clearly demonstrates an understanding of the planning context in the Township and associated relationship with the Region, partners, public and stakeholders and priority to engage these groups and understand their range of interests. 	15
5.	Value Added	<ul style="list-style-type: none"> Suggestions regarding innovative approaches for the work plan and engagement strategy 	15
6.	Experience with Similar Projects	<ul style="list-style-type: none"> Identify Secondary Plan projects that the Proponent has led and provide time frames for completion. 	15
TOTAL			100

APPENDIX “A” - INFORMATION TO PROPONENTS AND GENERAL CONDITIONS**1. Date and Place for Receiving Proposal**

- i. All proposals must be received by the Clerks Department, the Township of West Lincoln, 318 Canborough Street, Smithville, Ontario no later than ? p.m. local time, ????????

Proposals received after this deadline will not be accepted and will be returned, unopened, to the Proponent. Please note that Proponents are solely responsible to ensure that their Proposals are received by the Clerks Department on or before the deadline. The Township Clerk will not accept any Proposal after this deadline notwithstanding the reason for its late receipt. It shall be the responsibility of the Proponent to ensure timely delivery by courier, should this be the chosen form of delivery.

- ii. Please also note, that in the event of any question regarding the timely receipt of any Proposal, the time on the clock designated by the Clerks Department will absolutely prevail over any other time piece regardless of any discrepancies between the time on the Clerks Office’s designated clock and actual time.
- iii. A Proposal may be withdrawn, unopened, after it has been deposited, if such request is received in writing by the Clerks Department prior to the Closing Date/Time. Requests for withdrawal received after the Closing Date/Time will not be accepted. Withdrawal of a Proposal must be made in writing to the Clerks Department and delivered by email, facsimile, registered mail, courier, or in person. Any type of verbal request will not be considered. The withdrawal of a Proposal shall not preclude a Proponent from submitting another Proposal prior to the Closing Date/Time. Once opened, the Proposals become the property of the Township.

2. Form of Proposal

Proposals shall be submitted in a sealed envelope addressed to the Clerks Department, at the address noted above. The envelope shall clearly identify the document(s) enclosed as a Proposal, give note of the Proposal Name and Number (if the proposal has a number) and the name and address of the Proponent.

The Township bears no responsibility for any Proposal(s) which are lost, misplaced or are not considered as a result of failure to follow the instructions for the exterior of the envelope.

Adjustments by fax or letter to a Proposal already submitted will not be considered.

3. Documentation

- i. Please provide sets of your Proposal as per the following:
 - One (1) set of documents carrying original signatures and to be marked as “ORIGINAL”.
 - 6 additional sets marked “DUPLICATE”.
 - One (1) electronic version (example CD, USB Stick).
- ii. Supplementary Information is allowed, providing that this information is clearly identified and kept separate from the technical and financial Proposal. Examples of supplementary information includes: descriptive literature for the sole purpose of amplifying the bid; catalogues; resumes; brochures and bulky documents. This information will assist the evaluation team in evaluating all proposals.
- iii. Final agreement with the Successful Proponent will include the Successful Proponent’s Technical and Financial Proposals, but not the Supplementary Information.

4. Proposal Information

The Proponent shall provide a brief Proposal, either in text or tabular format. The Proposal to undertake this assignment shall include a clear outline, including the following general items, in a brief letter to undertake this assignment. The Proposal should include items listed hereunder, but also include other considerations based on the Proponent’s understanding of the project.

- The Proponent’s interest in carrying out the project and an understanding of the objective(s) of this project.
- The Proponent’s proposed methodology for carrying out the work.
- A detailed work plan and project schedule which will identify all major components of this project and their anticipated start and completion dates. The work plan shall address the tasks outlined in the Scope of Work.
- A description of the consulting team, the lead persons, and the relevant experience and qualifications of each individual along with an estimate of the percentage of time each key member will dedicate to this project (the individual’s hours divided by total project hours).
- Identification of all sub-Proponents, their qualifications and experience, as well as their specific role in the project.
- Commitment (time and resources) expected to be provided by the Township.
- Disclosure of any perceived conflict of interest.

- Total costs for the consulting staff on the project team for all components of the project, including optional items, broken down by components, staff person's hourly rate and total hours on project including the costs for sub-Proponents.
- Disbursement costs which may include mileage, telephone charges, printing and reproductions, fax charges, courier services, and computer services, etc.
- A fee schedule indicating a per diem rate or hourly rate for each Proponent and sub-Proponent staff on the project team for the entire project duration.
- A detailed time and cost breakdown of the workload by staff and hours required.

The Township will consider the estimated total service for this project as an upset limit based on the work plan and the project duration assumed and will not consider extra items unless prior written approval is obtained from the Township.

Upset Limit: Once the Successful Proponent has been approved, minor revisions to the scope of the assignment may be negotiated. Where such work has been requested and approved by the Township, the Proponent shall submit proper documentation of any additional service to support invoices beyond the upset limit.

No invoice for services rendered will be honoured if that invoice puts the total cost of the job over the upset limit set out in the Agreement. If additional costs are to be incurred over the upset limit, the Proponent shall obtain written authorization from the Township to proceed with these additional costs prior to the additional charges being incurred. Further, the Township will not honour any work that was not authorized in accordance with Township policy. Verbal authorization, regardless of the source, will not be honoured in considering invoices. Any invoice received that does not meet the above requirements will be returned unpaid and no late payment charges can be claimed.

5. Additional Requirements

Proponents are encouraged to submit any value added recommendations for consideration by the Township.

In the event that a prepared Proposal does not precisely and entirely meet the requirements of this Request for Proposal, the Township reserves the right to enter into negotiations with the selected Proponent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

6. Joint Proposals

In the event that a joint Proposal is submitted on behalf of two or more companies, the name and role of each partner in the joint Proposal must clearly be identified and the document signed by an authorized officer of each company.

If a joint Proposal is to be considered it will be necessary for one of the companies listed in the document to be named as the prime contractor and to accept responsibility for the

level and quality of Service provided and coordinate Services as required by the Township.

7. Withdrawal of Proposals

A Proposal may be withdrawn, unopened, after it has been deposited, if such request is received in writing by the Clerks Department prior to the time specified for the opening of Proposals.

8. Clarification

It will be the Proponent's responsibility to clarify any details in question before submitting a bid. All official correspondence in regard to the specifications should be directed to and will be issued by Brian Treble, Director of Planning and Building. The Township of West Lincoln bears no responsibility for any oral communications, instructions or suggestions.

Any questions must be received in writing no later than noon, ??????.

9. Acceptance or Rejection of Proposals

The Township reserves the right in its total discretion to accept or reject any Proposal, for any reason whatever and to accept or reject any bid if considered in its best interest, and to award by justification to one or more Proponents. The lowest or any Proposal will not necessarily be accepted.

10. Proposal Expiry Date

Proponents hereby acknowledge that offers contained within the Proposal shall be in Canadian funds and will remain open for acceptance by the Township for a period not less than ninety (90) days from the closing date established for Proposals.

11. Award Announcement

No announcement or Award is made until a written recommendation is prepared and approved in accordance to the Purchasing By-law. The Award is also contingent upon the availability of approved funds.

12. Progress Payments

Payments will be made on a monthly basis.

13. Billing

Invoicing addresses and other billing information will be supplied to the Successful Proponent.

14. Intent and Scope of Work

It is the intent of the attached scope of work to describe specific details of services required. It is the responsibility of the Successful Proponent to supply any service not described in the scope of work but which may be reasonably implied to discharge the scope of work covered in this Request for Proposal.

15. Harmonized Sales Tax (HST)

All base prices shall exclude HST. Payment under the Contract shall be subject to value added taxes in effect at the time of invoicing.

16. Liability Insurance Policy

The Consultant and all Sub-Consultants shall purchase and maintain at all times during the term of this Agreement, or as otherwise set out in this Agreement, the insurance coverage listed below:

1) Commercial General Liability Insurance

Commercial General Liability insurance insuring the Consultant and covering all Services as described in the Agreement to a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and in the aggregate.

The policy will be extended to include:

- a) bodily injury, death and property damage;
- b) cross liability and severability of interest;
- c) blanket contractual;
- d) premises and operations;
- e) personal and advertising injury;
- f) broad form property damage;
- g) products and completed operations;
- h) The Township's and contractor's protection;
- i) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00).

The policy shall be endorsed to:

- a) include the Township as an additional insured; and
- b) contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

2) Automobile Insurance

- a) Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00)

b) Proof of automobile insurance will not be required if the Successful Proponent provides a signed letter stating that they do not own or lease any vehicles.

3) Errors and Omissions Liability

a) Errors and Omissions liability insurance insuring the Consultant in an amount no less than TWO MILLION DOLLARS (\$2,000,000.00) per claim and in the aggregate.

b) The coverage under the policy shall be maintained continuously during the term of this Agreement and for two (2) years after the termination or expiration of this Agreement and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the Errors and Omissions policy is cancelled within the two (2) year period after the termination or expiration of this Agreement, the Consultant shall provide the Township with notice within thirty (3) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

4) Other Insurance

Any other type (e.g. Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

5) Policy Requirements

All policies of insurance shall:

a) be written with an insurer licensed to do business in Ontario;

b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Township.

17. Certificate of Insurance

Immediately upon Award, the Successful Proponent shall provide the Township with a Certificate of Insurance acceptable to the Township. A blank form is included as Appendix B. If requested by the Township, certified copies of the insurance policies will be provided by the successful proponent.

The Certificate of Insurance must comply with the insurance requirements outlined in this Bid Solicitation and must be on the Township's form of Certificate of Insurance. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Proponent acknowledges and agrees that the Township is fully entitled to treat any such Certificate as an original and that the Proponent will be responsible for the accuracy and validity of the information contained therein.

18. Workplace Safety and Insurance Board Clearance

Upon Award, the Proponent shall provide a valid, current Clearance Certificate indicating that the Proponent is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing, or, if WSIB coverage is not required by law to be carried by the Proponent, either:

- (a) an Exemption Letter from WSIB, satisfactory to the Clerk; or
- (b) an Independent Operators Status Certificate issued by WSIB.

In addition to the indemnification provided by the Proponent herein, the Proponent agrees to indemnify the Township for all losses, claims, expenses (including reasonable legal fees) or other charges related to the Proponent's status with WSIB.

19. Failure to Perform

Failure to comply with all terms and conditions of this Proposal, and failure to supply all documentation as required herein, within the specified time period, shall be just cause for cancellation of the Award. The Township shall then have the right to Award to any other Proponent, or call new Proposals.

20. Collusion

A reasonable suspicion or collusion between two or more Proponents will be sufficient cause for the rejection of all Proposals so affected. It will be the responsibility of the Township to determine if collusion has occurred.

21. Error and Correction

The Township reserves the right in its total discretion to make all necessary corrections to any Proposal which contains mathematical errors and may refer to the unit price in making such corrections.

22. Ability and Experience of Proponents

Each Proponent shall satisfy the Township, as to their ability and experience in providing the Services offered in their Proposal. The Township will not Award a Contract to any company that cannot furnish evidence satisfactory to the Township, in its sole discretion, that they have the necessary ability, dedication, equipment, capital and experience to provide the Services required.

23. Incurred Costs

The Township will not be liable nor reimburse any Proponents for costs incurred in the preparation of Proposals, attendance at meetings/related travel costs, or any other services that may be requested as part of the evaluation process.

24. Access to Information/Confidentiality of Information

The disclosure of information received relevant to Proposals or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

All Proponents who contract with the Township shall adhere to or exceed the standards set in the *Municipal Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Sched. A, or other relevant Ontario or Federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Township as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Township, and all records thereof which they come into contact with in the course of performing Services or providing Goods to the Township.

25. Vendor Performance

The Township may, in its sole discretion, reject a Proposal if a Proponent:

- i. has, at any time, threatened, commenced or engaged in legal claims or litigation against the Township;
- ii. is involved in a claim or litigation initiated by the Township;
- iii. previously provided Goods or Services to the Township in an unsatisfactory manner;
- iv. has failed to satisfy an outstanding debt to the Township;
- v. has a history of illegitimate, frivolous, unreasonable or invalid claims;
- vi. provides incomplete, unrepresentative or unsatisfactory references; or
- vii. has engaged in conduct that leads the Township to determine that it would not be in the Township's best interest to accept the Proposal.

26. Assignment of Contract

The Successful Proponent shall not make any assignment, or any sub-contract for the supply of material or the execution of any of the work hereby proposed, nor engage in brokering or franchising or any other such practice, unless the Township, in its' own absolute discretion, expressly consents in writing.

Failure of the Successful Proponent to obtain the express written consent of the Township, prior to engaging in any of the practices noted in the above paragraph, shall constitute a fundamental breach of the Contract, and in such circumstance the Township may, in its' own absolute discretion, cancel the Contract and Award to any other Proponent, or re-issue the Proposal.

Further, the Successful Proponent shall be liable for all damages sustained by the Township as a result of the Successful Proponent's breach of the Contract, regardless of whether or not the Township chooses to cancel the Contract. Any Contract payments outstanding at the time of the Contractor's breach will be forfeited to the Township in full or partial payment of said damages.

Any outside costs associated with making a decision on whether to assign a Contract will be responsibility of the Successful Bidder.

27. Indemnification

The Successful Proponent shall indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines and costs (including any legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Successful Proponent, its officers, employees, agents and subcontractors, or any of them, attributable to or in connection with the delivery or performance of the Goods and Services contemplated in this Request for Proposal, except to the extent that same is attributable to this or caused by the negligence of the Township, its officers, employees and agents, or any of them. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Successful Proponent in accordance with this Request for Proposal.

28. Clarification of Submissions

The Township reserves the right in its sole discretion to clarify any bid after the Proposal submission deadline. The response received by the Township from a Proponent shall, if accepted by the Township, form an integral part of that Proponent's Proposal. The Township reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. In the event that the Township receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Township to be inaccurate, incomplete or misleading, the Township reserves the right to revisit the Proponent's evaluation result.

29. Award

The first ranked Proponent, having acceptable terms and conditions, will be recommended for Award. If approved, the Township will notify the Successful Proponent in writing of the acceptance with the Township within fourteen (14) days of Contract Award. The date of the Contract Award shall be taken as the date on which the Proponent is notified of the acceptance of its Proposal. A blank form is included as Appendix C.

30. Contract Award Document

The issue of letter to the successful Proponent outlining the intent of the Township to enter into a Contract between the Township and the Successful Proponent in accordance with the terms and conditions set out in the Proposal, the Specifications, any applicable Addenda and any other related documents.

31. Negotiations

In the event that a prepared Proposal does not precisely and entirely meet the requirements of this Request for Proposal, the Township reserves the right to enter into negotiations with the selected Proponent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

32. Written Agreement

A written agreement shall be executed by the Successful Proponent and the Township. See sample agreement Appendix C. The final terms and conditions of the agreement will be negotiated between the Successful Proponent and the Township in accordance with clause #33, Negotiations.

33. Performance Unsatisfactory

The Contract will be deemed to be in default when the Proponent fails to:

- Perform any specification, term or requirement included herein, in a good and proper manner.
- Provide any deliverable(s) in accordance with the requirements incorporated in the Contract.
- Adhere to specified delivery requirements and/or dates.

34. Force Majeure

Neither party shall be responsible for delays or non-performance of this Contract resulting directly or indirectly from impediments beyond its reasonable control (other than financial inability or by application of applicable law), including, without limitation, any delay caused by fire or other impediment beyond the reasonable control of such party and not caused by an act or omission of such party, provided in the event of such delay or non-performance, the party continues to act reasonably to resolve such delay or non-performance.

35. Purchasing By-law

Proposals will be solicited, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policy, as amended from time to time.

36. De-Briefing

After the selection has been made, an unsuccessful Proponent may request a debriefing session to discuss their Proposal by contacting the project manager. The project manager will conduct a debriefing, by telephone, for the purpose of the explaining the evaluation process, discussing only the Proponent's Proposal, its ranking, and explaining why they were not selected. The following is the project manager contact information:

Name: Brian Treble, Director of Planning and Building
Phone Number: 905-957-5133 (direct line)

Only the Proposal of the unsuccessful applicant will be reviewed.

37. Limitation of Damages

By submitting a Proposal, the Proponent agrees that in no event will the Proponent claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for matters relating to any agreement or concerning the competitive process, and, the Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

38. Minor Non-Compliance

Proposals which fail to conform to the requirements of this invitation in form or content may be disqualified as non-compliant. However, the Township may, in its sole discretion, waive minor non-compliance and retain, for consideration and possible Award, Proposals which do not conform to the requirements of the invitation in form or content, where such Proposals appear to offer the best value to the Township. Proponents are cautioned that any such retention of non-conforming Proposals for evaluation and possible Award will be a rare event and solely at the Township's discretion. Proponents are urged to ensure their bid is fully compliant with all requirements of the invitation.

39. Unbalanced or Unreasonable Cost Estimates

Proposals that contain costs which appear to be unbalanced or unreasonable as likely to adversely affect the interests of the Township may be rejected.

40. Dispute Resolution

- a) The Township encourages competitive bidding and an open, accountable and transparent process for the Purchase of Goods and/or Services.
- b) To maintain the integrity of the process, Proponents who believe they have been treated unfairly shall submit a Substantive Objection to the Clerk providing sufficient detail regarding the complaint.
- c) The Clerk will arrange a debriefing with the Proponent to explain the evaluation process that led to the selection of the Successful Proponent.
- d) The Clerk will investigate the complaint and will make a recommendation to the CAO or Council, as appropriate.
- e) To ensure that the complaint process is seen to be fair and impartial, elected officials shall not advocate on behalf of Proponents who have submitted a Substantive Objection.

- f) Should a Proponent continue to have concerns respecting the Award and the decision, the Proponent may then request, in writing to the Director of Planning, a mediator, to assist in resolving any outstanding issues between the Proponent and the Township.
- g) The recommended mediator will be approved by both the Proponent and the Township.
- h) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- i) Costs for the mediator shall be equally shared by the Proponent and the Township.
- j) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

41. Lobbying Restrictions

- a) Proponents, their staff members or anyone involved in preparing Proposals shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Township's staff and members of Council.
- b) The Township may reject any bid by a Proponent that engages in such lobbying, without further consideration, and may terminate that Proponent's right to continue in the purchasing process.
- c) During a bid solicitation process, all communications shall be made through the Clerks Department. No Proponent or person acting on behalf of a Proponent or group of Proponents, shall contact any elected official, consultant or any employee of the Township to attempt to see information or influence the Award.
- d) Elected officials shall refer any inquiries about a bid solicitation process to the Clerk.

42. Subcontractors and Consultants

The Successful Proponent shall not make any assignment, or subcontractor for the supply of material or the execution of any of the work hereby proposed, nor engage in brokering or franchising or any other such practice, unless the Township, in its' own absolute discretion, expressly consents in writing.

Failure of the Successful Proponent to obtain the express written consent of the Township, prior to engaging in any of the practices note in the above paragraph, shall constitute a fundamental breach of the Contract, and in such circumstance the Township may, in its' own absolute discretion, cancel the Contract and award to any other Proponent, or re-issue the Proposal.

Further, the Successful Proponent shall be liable for all damages sustained by the Township as a result of the Successful Proponent's breach of the Contract, regardless of whether or not the Township chooses to cancel the Contract. Any Contract payments

outstanding at the time of the Proponent's breach will be forfeited to the Township in full or partial payment of said damages.

Any outside costs associated with making a decision on whether to assign a contract will be the responsibility of the Successful Proponent. The Successful Proponent shall be liable to the Township for costs or damages arising from errors or omissions of the subcontractors and/or consultants affecting the Township.

43. Personnel and Performance

The Successful Proponent shall be responsible for its own staff resources and for the staff resources of any subcontractors and/or consultants engaged by them, and shall ensure that all personnel acting on behalf of the Township comply with all applicable laws.

44. Laws and Regulations

The Successful Proponent shall be governed by the laws and regulations of Ontario, including without limitation:

- a) *The Municipal Act, 2001* and its regulations;
- b) *The Insurance Act* and its regulations;
- c) *The Workplace Safety and Insurance Act* and its regulations;
- d) *The Occupational Health and Safety Act* and its regulations;
- e) *The Environmental Assessment Act* and its regulations; and,
- f) *The Planning Act* and its regulations.

45. Non-Exclusivity

The entry into a Contract by the Township shall not be a guarantee of exclusivity to the Successful Proponent.

46. Intellectual Property Rights and Indemnification

The Successful Proponent shall indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, by any of the deliverables developed or provided or supplied under or used in connection with the services (including the provision of the services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

The Successful Proponent shall pay all royalties and patent license fees required for the services.

If the services, or any part thereof is in any action or proceedings held to constitute an infringement, the Successful Proponent shall forthwith either secure for the Region the right to continue using the services or shall at the Successful Proponent's expense, replace the infringing items with non-infringing services or modify them so that the services no longer infringe.

All information and data in any form, which are prepared by the Successful Proponent pursuant to the delivery of the services contemplated in the RFP, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Successful Proponent, its employees or agents during the performance of the services pursuant to the RFP and Contract shall automatically become the property of the Township unless specifically noted otherwise.

The Proponent hereby waives its moral rights to any such work as defined in the *Copyright Act*, R.S.C. 1985, c. C.42, as amended, or successor legislation.

47. Agreements in Writing

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. The Successful Proponent must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Township or in prosecuting any claim against the Township.

48. Termination

Unless the Township agrees in writing to termination on a different basis, the following termination condition would apply to any Contract following an Award.

Upon giving the Successful Proponent not less than thirty (30) days' prior written notice, the Township may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the Township shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of cancellation.

Failure of the Successful Proponent to perform its obligations under the Agreement shall entitle the Township to terminate the Contract upon ten (10) days' written notice to the Successful Proponent, if a breach which is not remediable is not rectified at that time. In the event of such termination, the Township shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of termination.

All rights and remedies of the Township for any breach of the Successful Proponent's obligations under the Contract shall be cumulative and not exclusive or mutually exclusive alternatives and under the Contract or otherwise at law.

No delay or omission by the Township in exercising any right or remedy shall operate as a waiver of them or any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or any other right or remedy.

49. Right to Audit

The Township or anyone designated in writing by it may audit and inspect all financial and related records associated with the terms of the Contract including timesheets, accounts, records, receipts, vouchers, and other documents relating to the services and shall have the right to make copies thereof and take extract therefrom. The Successful Proponent shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Township and its authorized representatives with all such information as it, or they, may from time to time require with reference to such timesheets, accounts, records, receipts, vouchers, and other documents. The Successful Proponent shall cause all such timesheets, accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audits and inspection at any reasonable time, and from time to time, until the expiration of **five (5)** years from the later of:

- a) The date of termination of the Successful Proponent or cancellation of the Contract;
- b) The date of completion of the services hereunder; or
- c) The expiration of such lesser or greater period of time as shall be approved in writing by the Township.

50. Evaluation of Performance

At any time during the course of, and completion of the Contract, the Township may complete an evaluation of the Successful Proponent's performance, which may be made available to persons requesting references from the Township for the Contract and also may be reviewed and may form part of the criteria when awarding future Proposals by the Township.

The Successful Proponent hereby authorizes the maintenance and release of this information.

51. Quality and Value

The Successful Proponent shall provide a preferred standard of service and value to the Township. the Township shall be the sole judge of the adequacy of such service and value, and may suggest changes as necessary.

52. Meetings

The Successful Proponent's representative(s), as requested by the Township, shall attend all meetings required prior to and during the Contract. This shall include all regular meetings and emergency meetings.

The Successful Proponent's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

A meeting may proceed by conference call, or may require personal attendance of the Successful Proponent.

53. Liability for Errors

While the Township has used considerable efforts to insure an accurate representation of information in this RFP, information contained in this RFP is supplied solely as a guideline for the Successful Proponent. The information is not guaranteed or warranted to be accurate by the Township nor is necessarily comprehensive or extensive. Nothing in this RFP is intended to relieve Successful Proponent from forming its own opinions and conclusions with respect to the matter addressed in the RFP.

54. Non-Waiver

No condoning, excusing or overlooking by the Township of any default, breach or non-observance by the Successful Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Region's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Township herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the Township save only for an express waiver in writing. Any work completed by the Township required by this Contract to be done by the Successful Proponent, after reasonable notice, shall not relieve the Successful Proponent of its obligations to do that work or to reimburse the Township for its actual cost to the Township of having done it, including an allowance for normal overheads.

55. Notices

Any notice herein required or permitted to be given shall be delivered personally or shall be sent by facsimile or prepaid registered mail addressed to the parties at the designated addresses.

Any notice delivered personally as aforesaid shall be deemed to have been given on the day of delivery and shall be considered to have been received by the addressee on the

date of delivery by hand to an employee or an officer of the party for whom they are intended at the specified address.

Any notice delivered by facsimile shall be deemed to have been given on the day of delivery and shall be considered to have been received by the addressee on the date of delivery by facsimile to an employee or officer of the party for whom they are intended at the specified facsimile number.

Any notice sent by prepaid registered mail as aforesaid shall be deemed to have been received by the addressee within five (5) days of the date of mailing, regardless of whether the addressee actually receives the notice or not.

Either party hereto may at any time give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out herein.

56. Township not Employer

The Proponent agrees that the Township is not to be understood as the employer to the Successful Proponent nor to the Successful Proponent's personnel or staff for any work, services or supply of any products or materials that may be awarded as a result of this Proposal. It is understood that the Successful Proponent will act as an independent contractor.

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 2017-###

A BY-LAW TO AUTHORIZE THE TOWNSHIP OF WEST LINCOLN TO SIGN AN AGREEMENT WITH THE LAND OWNERS' GROUP AND TRUSTEE TO COMPLETE NECESSARY STUDIES TO EFFECT AN URBAN BOUNDARY EXPANSION OF SMITHVILLE BASED ON REGIONAL STAFF REPORT PDS 37-2016 (NIAGARA 2041).

WHEREAS the Corporation of the Township of West Lincoln deems it expedient to execute an agreement with the Land Owners' Group and Trustee to complete necessary studies to effect an urban boundary expansion of Smithville based on Regional staff report PDS 37-2016 (Niagara 2041).

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN ENACTS AS FOLLOWS:

1. That the Council of the Corporation of the Township of West Lincoln hereby authorizes the execution of an agreement between the Land Owners' Group and Trustee and the Corporation of the Township of West Lincoln to complete necessary studies to effect an urban boundary expansion of Smithville based on Regional staff report PDS 37-2016 (Niagara 2041) in a form to be negotiated with the Land Owners' Group; and,
2. That, the Mayor and Clerk be and are hereby authorized to sign the above mentioned agreement with the Land Owners' Group and Trustee to complete necessary studies to effect an urban boundary expansion of Smithville based on Regional staff report PDS 37-2016 (Niagara 2041) and to affix the Corporate Seal thereto, upon recommendation by Township legal counsel in conjunction with the Township CAO and the Director of Planning and Building.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF DECEMBER, 2017.

MAYOR DOUGLAS JOYNER

CAROLYN LANGLEY, CLERK

**WEST LINCOLN DEVELOPMENT STUDY AREA
COMMUNITY OF SMITHVILLE EXPANSION AND MASTER SECONDARY PLAN
FUNDING, CREDIT, AND REIMBURSEMENT AGREEMENT**

WHEREAS the Participating Owners are the registered owners of the lands depicted on Schedule “A” attached hereto, in the Township of West Lincoln, in the Regional Municipality of Niagara (collectively the “**Participating Owners’ Lands**”);

AND WHEREAS the Participating Owners’ Lands are located within the West Lincoln Development Study Area, being an area identified for possible future development in the (*identify source as approved by WL and NR*) as shown on Schedule “A” attached hereto (hereinafter referred to as the “**WLDSA**”);

AND WHEREAS the Trustee is appointed by this Agreement to act on behalf of the Participating Owners and to coordinate certain matters between the Participating Owners and the *Township/Region*, as contemplated herein;

AND WHEREAS the Township of West Lincoln (the “**Township**”) is commencing the preparation of a master secondary plan and related studies to guide the future development of the WLDSA (“the **Master Plan**”);

AND WHEREAS certain studies and reports are required to be conducted in order to form the basis for the Master Plan and subsequent implementing Block Plans for the WLDSA, as follows:

- Subwatershed;
- Transportation;
- Servicing – Sanitary and Water;
- Agricultural Impact Study
- Environmental Assessment; and
- Other studies anticipated to be funded through this Agreement as needed (subject to the approval of the *Township/Region* in consultation with the Participating Owners in accordance with this Agreement);

AND WHEREAS the Township has retained the following consultants in connection with the aforesaid studies to be completed and for the preparation of the Master Plan (the “**Consultants**”);

- Master Secondary Plan Terms of Reference -
- Master Secondary Plan -
- Subwatershed -
- Water Servicing -
- Waste Water Servicing -
- Transportation –
- Agricultural Impact Study -
- Environmental Assessment -

AND WHEREAS the Participating Owners have agreed to fund the above studies (except for certain components of the studies as specified in this Agreement, which are eligible for credits from the Township-Wide Development Charge), the costs of which are subsequently included in a future Area Specific Development Charge By-law (as defined herein below) for the WLDSA;

AND WHEREAS to assist with the undertaking and completion of the Master Plan and Studies (as defined herein), the Regional Municipality of Niagara (“**Region**”) will hire a Project Manager (“**Project Manager**”) to manage the processing of the Master Plan and required Studies for the WLDSA and the Participating Owners and the Township agree that payment of the Project Manager shall be administered through this Agreement;

AND WHEREAS the Niagara Peninsula Conservation Authority (“**NPCA**”) requires payment of its review fees to review the Master Plan Terms of Reference and Master Plan and Studies, and the Participating Owners and the Township agree that payment of such fees by the Landowners shall be administered through this Agreement;

AND WHEREAS the Participating Owners have agreed to fund the Costs of the Master Plan Terms of Reference, and Plans and Studies (both as hereinafter defined) associated with developing the Master Plan subject to the provision of Development Charge credits and reimbursements in accordance with this Agreement;

AND WHEREAS the Trustee has been appointed as trustee by the Participating Owners for the purposes of this Agreement;

AND WHEREAS the Council of the Township by resolution dated ????, authorized the Mayor and the Clerk to enter into this Agreement on the terms set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and other valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

DEFINITIONS

1. In this Agreement and in the recitals above:

“**Act**” means the *Development Charges Act, 1997*, S.O. 1998, c.27, as revised, re-enacted or consolidated from time to time, and any successor statute;

“**Additional Costs and/or Work**” means any costs in addition to the estimated Total Master Planning Process Cost (or any component thereof), and/or the actual Total Master Planning Process Cost (or any component thereof) that exceeds the amount for the estimated Total Master Planning Process Cost (or the applicable component thereof) by more than the Contingency Allowance; or any further plans, studies, works or services that were not contemplated in the Plans and Studies described in this Agreement and are beyond the Contingency Allowance, that are necessary in the Township’s sole discretion to complete the Master Plan;

“**Agreement**” means this Agreement;

“**ASDC**” shall have the meaning ascribed thereto in Section 7 herein below;

“**ASDC Credits**” means credits against the ASDCs which may be payable by the Participating Owners, which credits shall be provided to the Participating Owners in

accordance with the Development Charge Credit and Reimbursement Policy, as recovery for the Total Master Planning Process Cost paid by the Participating Owners, in accordance with this Agreement;

“**Benefiting Area**” means, for purposes of this Agreement, lands located within the WLDSA that are included in the Master Plan;

“**Consultants**” shall have the meaning ascribed thereto in the Recitals hereinabove;

“**Contingency Allowance**” means an allowance of ten (10%) percent of the estimated Cost of the Plans and Studies which has been included in the calculation of the estimated Cost of the Plans and Studies by the Township;

“**Costs of the Plans and Studies**” shall include all costs related to the completion of the Plans and Studies as contemplated herein;

“**Development Charge Credit and Reimbursement Policy**” means the Township’s policy respecting provision of development charge credits and reimbursements in respect of Township Development Charge By-laws, approved by Council on ????, and attached as Schedule “D”;

“**Event of Default**” shall have the meaning ascribed thereto in Section 9 (a) hereinbelow;

“**Master Plan**” shall have the meaning ascribed thereto in the Recitals hereinabove;

“**Non-Participating Owners**” shall mean owners of lands within the WLDSA who are not party to this Agreement;

“**NPCA Review Fees**” shall have the meaning ascribed thereto in Section 5(a) herein below;

“**Owners’ Groups**” shall mean all of the ?? Owners Group, the ?? Owners Group, the ?? Owners Group and the ?? Owners Group, and “**Owners’ Group**” shall mean any one of the Owners’ Groups;

“**Owners’ Group Share**” shall mean each Owners’ Group pro-rata share of the Costs of the Plans and Studies, as set out on Schedule “**B-1**” attached hereto, or as may otherwise be advised by the Trustee to the Township, in writing, from time to time;

“**Participating Owners’ Lands**” shall have the meaning ascribed thereto in the Recitals hereinabove;

“**Payment Schedule**” means the schedule for the timing of the payments from the Trustee to the Township respecting the Total Master Planning Process Cost, attached hereto as Schedule “B”;

“**Phasing Plans**” has the meaning ascribed thereto in Section 2(f) hereof;

“**Plans and Studies**” means those plans and studies to be undertaken by the Township in connection with the WLDSA and the Master Plan, as described in Section 3 hereof;

“**Region**” means the Regional Municipality of Niagara;

“**Terms of Reference**” defines the objectives, purpose, scope, methodology and deliverables of a consultant study;

“**Total Master Planning Process Cost**” shall have the meaning ascribed thereto in Section 6(a) herein below;

“**Township**” means The Corporation of the Township of West Lincoln;

“**Township Development Charge By-Law**” means a by-law enacted by the Township under the Act to impose a charge on development occurring within the Township (i.e. Township-wide) and/or within the WLDSA (i.e. area-specific) as such by-law is amended, re-enacted or replaced from time to time;

“**Township-Wide Development Charge**” means a Township-wide charge imposed pursuant to a Township Development Charge By-Law enacted by the Township, and “**Township Development Charges**” shall have a corresponding meaning;

“**Township-Wide Development Charges Reimbursement**” has the meaning ascribed thereto in Section 7(f) hereof;

“**Trustee**” has the meaning ascribed thereto in the Recitals herein above.

“**WLDSA**” shall have the meaning ascribed thereto in the Recitals hereinabove;

“**WLDSA Steering Committee**” means a committee, comprised of representatives of the Township, Region, Participating Owners and other stakeholders, that will meet to review the ongoing work of the Township, the Region, the Participating Owners, and the Consultants to complete the Plans and Studies of the Master Plan;

GENERAL MATTERS

2. (a) The statements contained in the Recitals, which are to be read as an integral part of this Agreement, are true and correct.
- (b) The lands affected by this Agreement are those lands depicted in Schedule “A”.
- (c) This Agreement shall define the obligations and duties of the Participating Owners, the Trustee, the Region, and the Township with respect to the Plans and Studies, the Master Plan, the Project Manager, and the NPCA Review Fees, and without limiting the generality of the foregoing, shall include the Plans and Studies to be completed and payments required to be made by the Trustee and such other matters as more specifically set out herein and shall define the responsibilities of the Participating Owners related to the funding of the Total Master Planning Process Cost and the responsibilities of the Township and Region related to the undertaking and completion of the Plans and Studies and the responsibilities of the Township related to reimbursement and/or granting of credits to the Participating Owners in respect of the Total Master Planning Process Cost.

- (d) The Township and the Participating Owners shall establish the WLDSA Steering Committee. The WLDSA Steering Committee shall meet on an as-agreed basis, to provide updates on the progress of the Plans and Studies and the Master Plan, and to comment on the various Plans and Studies and the findings of the various Consultants therein. Notwithstanding the foregoing, all parties retain their rights under the *Planning Act*, R.S.O. 1990 c. P.13.
- (e) *The Participating Owners acknowledge and agree that the Official Plan in force at the time of execution of this Agreement, being the ????, as amended, designates the lands located within the WLDSA as????, and that development applications for the WLDSA cannot be approved until such time as an Official Plan Amendment to the Regional Plan and the Township's Plan is in force and effect for the WLDSA, as the Official Plan Amendments will re-designate lands within the WLDSA as part of the Community of Smithville Urban Boundary and allow for future development.*
- (f) The Participating Owners acknowledge and agree that phasing plans will be required for the WLDSA denoting the sequence of development of the lands in Blocks within the WLDSA (the "Phasing Plans"), and which Phasing Plans shall reflect the appropriate community planning objectives including the sequence of infrastructure in a cost effective manner. The Phasing Plans shall also identify the Blocks that can be developed concurrently while appropriately respecting the impact on the existing built up area of Smithville. The program for phasing within each Block is to be confirmed as part of the conditions of approval of each Block Plan.
- (g) The Parties acknowledge and agree that the Township and Region shall make their best efforts to complete the Plans and Studies, and to submit and recommend the Master Plan for endorsement by Council for the Township, by ????. The Participating Owners covenant and agree to make any decisions, or provide any input required to complete the Plans and Studies and the Master Plan in an expeditious manner. The Participating Owners recognize and agree that failure to do so may result in delays in completion of the Plans and Studies and Master Plan.
- (h) The Township and Region acknowledges and agrees that the Plans and Studies, and the Master Plan to be completed and adopted by the Township, shall be sufficient and satisfactory so as to permit the development of appropriate lands within the WLDSA (i.e. Block Plan approval and submissions of draft plans of subdivision, plans of condominium, or site plans).

PLANS AND STUDIES

- 3. (a) For the purposes of this Agreement, the Township has established that the Plans and Studies, required to develop a Master Plan for the WLDSA, shall be carried out in accordance with the Terms of Reference, and include the following:
 - (i) a master plan for the WLDSA to determine the urban structure of the WLDSA. For more clarity, the master plan will consider the findings of the component studies in determining spatially optimum land uses having regard for the population and employment targets and the policies of the Township's and Region's Official Plans;

- (ii) subwatershed studies for North Creek, Spring Creek, and the main branch of 20 Mile Creek within the WLDSA and current community boundary of Smithville;
 - (iii) a transportation study in support of the Master Plan of the WLDSA including an analysis of existing and future planned vehicular, pedestrian, public transit, bicycle, TDM, development phasing, and preliminary cost estimates. This study shall be prepared in accordance with Township and Region standards and requirements;
 - (iv) a water servicing study in support of the Master Plan of the WLDSA, including an analysis of existing and future water system requirements, development phasing, and preliminary cost estimates. This study shall be prepared in accordance with Township and Region standards and requirements;
 - (v) a wastewater servicing study in support of the Master Plan of the WLDSA, including an analysis of existing and future sanitary system requirements, development phasing, and preliminary cost estimates. This study shall be prepared in accordance with Township and Region standards and requirements;
 - (vi) an Agricultural Impact Study including Minimum Distance Separation Calculations in support of the Master Plan of the WLDSA. This study shall be prepared in accordance with Township and Region requirements; and,
 - (vii) ensuring the Master Plan satisfies up to Phase 2, Step 6, of the requirements of the Class Environmental Assessment process (and any Federal Environmental Assessment process) for projects required by the Master Plan. A consultant may be retained to assist the Township, Region, and the Participating Owners to meet those requirements.
- (b) The Parties acknowledge and agree that the Terms of Reference in respect of the Plans and Studies have been approved by the Township and Region, and reviewed by the Participating Owners (via the WLDSA Steering Committee). In addition, all awards for the engagement of Consultants have been reviewed by the Participating Owners (via the WLDSA Steering Committee) and the Region, and have been finalized and accepted by the Township. The Plans and Studies to be undertaken by the Township and funded by the Participating Owners shall be limited to the work as set out in the approved Terms of Reference and approved awards as aforesaid, and any material deviation therefrom or addition thereto shall be subject to Section 6(e) to (h) of this Agreement.
- (c) The Participating Owners acknowledge that the Consultants hired to perform and complete the Plans and Studies have been and will be hired by the Township and therefore the Township will be the client of the Consultants. Any comments or concerns that the Participating Owners may have in respect of the work of the Consultants or in connection with the Plans and Studies shall be communicated through the WLDSA Steering Committee and/or sent to the Project Manager, who will address the comments and/or concerns with the appropriate Consultant(s) and advise the Participating Owners as to the response to such comments and/or concerns.
- (d) The parties acknowledge that, as of the date of this Agreement, the Estimated Costs of the Plans and Studies are as follows:

- (i) Master Plan Terms of Reference Preparation
 - (ii) Planning and Urban Design
 - (iii) Subwatershed Studies
 - (iv) Transportation Plan
 - (v) Water Servicing Study
 - (vi) Sanitary Servicing Study
 - (vii) Agricultural Impact Assessment
 - (viii) Environmental Assessment
- ESTIMATED COSTS OF PLANS AND STUDIES** \$

DEDICATED PROJECT MANAGER

4. The parties agree that the completion of the Plans and Studies shall also involve the retention by the Region of a Project Manager for a minimum three (3) year term beginning on ??? with the mandate to facilitate the completion of the Plans and Studies and Master Plan in accordance with Section (2)(g) above. The parties understand that the Region will review this commitment of the Project Manager after the initial three (3) year term, on an annual basis, to determine whether to renew their services for additional one (1) year terms. The costs of the three (3) year contract of the Project Manager in the amount of \$??? per year shall be funded by the Participating Owners in accordance with the Payment Schedule and the terms of the Agreement. The payment of the cost of the Project Manager shall not be considered as credit for the ASDC.

NPCA REVIEW FEES

5. (a) The Participating Owners acknowledge and agree that the NPCA's fees with respect to the NPCA's review of the Master Plan Terms of Reference, as well as the Plans and Studies and the Master Plan are shown in Schedule "C", (the "**NPCA Review Fees**") but do not include review fees which would be payable by Participating Owners in relation to approval by the NPCA of individual applications for development (e.g. draft plan approval). Payment of the NPCA Review Fees shall be made in accordance with the terms of this Agreement.
- (b) The parties acknowledge and agree that the NPCA Review Fees, in the amount of \$???, shall be funded by the Participating Owners in accordance with the Payment Schedule and the terms of this Agreement. The payment of the NPCA Fees shall not be considered as credit for the ASDC.
- (c) The details of the NPCA Review Fees and the conditions related to the applicability of these fees are stipulated in the NPCA letter dated ??? which are attached hereto as Schedule "C".

FUNDING BY THE PARTICIPATING OWNERS

6. (a) The parties acknowledge and agree that the Participating Owners shall finance the Cost of the Master Plan Terms of Reference, Plans and Studies and the Master Plan, (collectively the "Total Master Planning Process Cost"), in the amount of \$??? in accordance with the terms of this Agreement and subject to crediting of the costs in accordance with the terms of this Agreement and the Township's Development Charge

Credit and Reimbursement Policy. The Township and Participating Owners acknowledge, confirm and agree that the final Total Master Planning Process Cost (net of the Township-Wide Development Charges Reimbursement provided for in Section 7(f) of this Agreement) shall be included in the future ASDC for the WLDSA.

- (b) Each of the Owners' Groups shall provide to the Trustee their Owners' Group Share of the Total Master Planning Process Cost plus the NPCA Review Fees, to be paid to the Township by the Trustee in accordance with the Payment Schedule. For greater certainty, each Owners' Group shall be responsibly for providing the entirety of such Owners' Group Share of the Total Master Planning Process Cost, the Project Manager Cost, and the NPCA Review Fees to the Trustee, as and when due in accordance with the Payment Schedule, and neither the Township nor the other Owners' Groups shall be required to look into and/or pursue the allocation and/or delivery of such Owners' Group Share of the Total Master Planning Process Cost, the Project Manager Cost, and the NPCA Review Fees amongst the individual Participating Owners within any other Owners' Group. Each Participating Owner within an Owners' Group hereby agrees to provide its respective Participating Owners' Proportionate Share of its Owners' Group Share of the Total Master Planning Process Cost, the Project Manager Cost, and the NPCA Review Fees as and when required to do so in order to satisfy the obligations for delivery of payments to the Township as set out in the Payment Schedule, and in any event, within thirty (30) days of a written request from the Trustee. For the purposes of the preceding sentence, the Participating Owners agree that:
- i. **“Participating Owner’s Proportionate Share”** (and, correspondingly, “Participating Owners’ Proportionate Shares) shall be calculated on the basis of the proportion that each Participating Owner’s Developable Area bears to the collective Developable Area of all of the Participating Owners, as shown on Schedule “B-1” and “B-2” attached hereto;
 - ii. **“Developable Area”** means the area of the Participating Owners’ Lands exclusive of those areas designated as “*Environmental Protection*” as shown on the Township of West Lincoln Official Plan (as same may be amended and/or replaced from time to time), as determined by the Project Manager;
 - iii. Each Participating Owner’s Proportionate Share shall be fixed in the amounts as shown on the Schedules attached to this Agreement, regardless of any changes in the Developable Area(s) of any of the Participating Owners, and the only adjustments to the Participating Owner’s Proportionate Share(s) shall occur upon the addition to this Agreement of an additional party who owns lands in the WLDSA.
- (c) The Trustee shall deliver payments towards the Total Master Planning Process Cost, the Project Manager Cost, and the NPCA Review Fees to the Township, in accordance with the Payment Schedule in Schedule B. The Parties agree that notwithstanding the obligation for the Trustee to co-ordinate and deliver the payments towards the Total Master Planning Process Cost, the Project Manager Cost, and the NPCA Review Fees to the Township, at all times it is and shall be the Participating Owners who are obligated and responsibly to finance the Total Master Planning Cost, the Project Manager Cost, and the NPCA Review Fees in accordance with Section 6(a).

- (d) The Township hereby confirms that the arrangements set out in this Agreement are consistent with the Development Charge Credit and Reimbursement Policy.
- (e) In the event that the Township considers that Additional Costs and/or Work are required for completion of the Master Plan, the Township shall inform the Participating Owners of the Additional Cost and/or Work required. Within thirty (30) days thereafter the Participating Owners (via the Trustee) shall notify the Township that:
- (i) the Participating Owners agree to fund the Additional Costs and/or Work, and in such case, the Parties agree that the terms of this Agreement shall apply to such Additional Costs and/or Work, the Trustee shall notify the City accordingly within the thirty (30) day period referred to in this Section 6(e), and pay the monies required to fund the Additional Costs and/or Work to the Township within thirty (30) days of receipt of notice from the Township that they are due and payable to the applicable Consultants; or
 - (ii) the Participating Owners object to the Additional Costs and/or Work, and in such case, the Trustee shall notify the Township accordingly within the thirty (30) day period referred to in this Section 6(e). following receipt of such notice from the Trustee, the Township shall, in its sole discretion, determine whether to assume responsibility for funding of such Additional Costs and/or Work. The Participating Owners acknowledge and agree that the terms of this Agreement shall not apply in any respect to such Additional Cost and/or Work undertaken or funded by the Township in accordance with this Section 6(e)(ii). Any Additional Costs funded by the Township will be fully recovered by the Township through ASDC collections prior to the provision of any ASDC credits or payment of any ASDC reimbursements to the Participating Owners; or
 - (iii) the Additional Costs and/or Work are acceptable to some, but not all, of the Owners' Groups, then the Owners' Group(s) that is/are willing to proceed shall, upon delivery of notice to all of the Owners' Groups:
 - (1.) have the right to pay for said Additional Costs and/or Work in the place and stead of the Owners' Groups;
 - (2.) be entitled to any and all benefits accruing to the payment of the said Additional Costs and/or Works;
 - (3.) pay the Additional Costs to the Trustee forthwith following delivery of the notice to all of the Owner's Group; and
 - (4.) fully recover (via the Trustee) the share of any Additional Costs 'funded by the funding Participating Owners on behalf of non-funding Participating Owners, in the same manner as all other credits/reimbursements as per 7(h), prior to the provision of any ASDC credits or payment of any ASDC reimbursements to the non-funding Participating Owners.
- (f) If, upon endorsement of the Master Plan by Council for the Township, and provided that the final Total Master Planning Process Cost, the Project Manager Cost, and NPCA

Review Fees have been determined and all payments payable by the Participating Owners under this Agreement have been made from the Trustee to the Township, the Township shall, within one hundred and eighty (180) days of Council's approval of the Master Plan, release any unused monies to the Trustee, for its return to the funding Participating Owners, providing the Master Plan has obtained Regional, Provincial, Ontario Municipal Board (OMB) and/or Environmental Review Board approval.

- (g) The Participating Owners acknowledge and agree that the HST included in the estimated Costs of the Plans and Studies has been adjusted to reflect the Township's net HST cost which for clarity, is currently at 1.76%. The Township shall provide such reporting and/or certification regarding HST, where feasibly, as may be required by the Trustee in order to facilitate the reporting of such HST by the Participating Owners (including, without limitation, quarterly itemized reports (with copies of invoices) setting out the amount of HST incurred on the Total Master Planning Process Costs and the Project Manager Cost during the previous quarter). The parties agree that HST shall only apply to the Total Master Planning Process Costs and the Project Manager Cost, and not to the NPCA Review Fee.
- (h) In the event that any of the Plans and Studies disclose or generate further work, plans, studies, reports or investigations to be conducted in relation to the lands of one or some (but not all) of the Owners' Groups in connection with the completion of the Master Plan, then as amongst the Owners' Group(s), the costs related to such further work, plans, studies, reports or investigations shall be allocated to, and be the sole responsibility of, the affected Owners' Group(s), but subject in any event to the provisions of Section 6(e).

CREDIT/REIMBURSEMENT FOR THE TOTAL COST OF THE MASTER PLANNING PROCESS

- 7.
 - (a) The parties acknowledge, confirm and agree that an Area Specific Development Charge By-law (the "ASDC") will be implemented by the Township for all of the WLDSA, and that the actual Total Master Planning Process Cost (net of the Township-Wide Development Charges Reimbursement as defined in Section 7(f)) will be included in such ASDC of the Township, and the actual Total Master Planning Process Cost (net of the Township-Wide Development Charge Reimbursement) will be credited and/or reimbursed to the Participating Owners who paid for such, and the Participating Owners shall receive, such credits/reimbursements for one hundred percent (100%) of the Total Master Planning Process Cost funded by the Participating Owners, in accordance with this Agreement and the Development Charge Credit and Reimbursement Policy (and the Township confirms that the Development Charge Credit and Reimbursement Policy is and shall be consistent with this Agreement and shall permit the granting of credits/reimbursements to the Participating Owners for 100% of the Total Master Planning Process Cost, as and when provided for in accordance with the terms of this Agreement).
 - (b) The Parties acknowledge and agree that Council for the Township has endorsed a Staff recommendation to enact the ASDC as contemplated in this Agreement. The Township shall consult with the WLDSA Steering Committee in the determination of the actual Total Master Planning Process Cost to be included in the ASDC. The Participating Owners acknowledge and agree that ASDCs are land area based charges and ASDC Credits to each of the Participating Owners shall be based on each Participating Owner's

Proportionate Share of the Participating Owner's Lands included in the WLDSA (but subject to Section 6(e)(iii)), and distributed in accordance with Section 7(d) below.

- (c) In the event that the ASDC includes charges related to items or infrastructure other than the Total Master Planning Process Cost, then the ASDC credit referred to herein above shall be based on the component of the ASDC related to the Total Master Planning Process Cost only.
- (d) The Township shall distribute and allocate the ASDC Credits as directed in writing by the Trustee, and the Township shall not be responsible for the proportionate distribution of ASDC Credits amongst the Owners pursuant to this Section 7. Prior to the granting of any ASDC Credits, the Township shall require as a condition of approval of any development, including but not limited to release for plan registration, site plan approval, or building permit issuance, that the applicable Participating Owner provide written notice from the Trustee directing the distribution of such ASDC Credits to the Participating Owner, and confirmation that such Participating Owner is in good standing (vis-à-vis the Trustee) with the terms of this Agreement.

The Parties acknowledge and agree that arrangements for the redistribution of such ASDC Credits or Reimbursement amongst the Participating Owners are the sole responsibility of the Participating Owners through the Trustee. The decisions and directions of the Trustee shall be final in respect of the distribution of ASDC Credits, and the Township shall not become involved in any way with disputes between individual Participating Owners and the Trustee.

- (e) Each Participating Owner shall pay to the Trustee an amount equal to the value of any ASDC Credits in excess of such Participating Owner's pro-rata share of such ASDC Credit received from the Township pursuant to this Agreement for redistribution amongst all the Participating Owners who are then in good standing under this Agreement, based on their respective pro-rata shares of the contributions of funds towards the Total Master Planning Process Cost.
- (f) The Parties acknowledge and agree that a portion of the Studies being the ????, the cost of which is to be front-end financed by the Participating Owners herein as part of the Total Master Planning Process Cost, benefits areas of the Township outside of the WLDSA and is eligible for credit/reimbursement from the 20?? Township-Wide Development Charge, and therefore the Participating Owners are entitled to and shall receive reimbursement to a maximum of \$???? which represents the portion of the ???? *Studies* component of the Plans and Studies that benefits areas of the Township outside of the WLDSA (**"Township-Wide Development Charges Reimbursement"**).
- (g) The Township shall make a one-time payment to the Trustee for the Township-Wide Development Charges Reimbursement, within one hundred and eighty (180) days of Council's approval of the Master Plan, provided that the Participating Owners, through the Trustee, have made all of the payments required to be made to the Township under this Agreement up to the date thereof, and providing the Master Plan has obtained Regional, Provincial, OMB, and/or Environmental Review Board approval.

The Participating Owners acknowledge and agree that if an Event of Default occurs, the Township-Wide Development Charges Reimbursement shall not be returned to the Trustee, but shall be used to fund any part of the Total Master Planning Process Cost

which are then in default according to the terms of the Agreement, and shall be eligible for reimbursement/credit to the Participating Owners through the ASDC, in accordance with the terms of this Agreement and the Development Charge Credit and Reimbursement Policy (and the Township confirms that the Development Charge Credit and Reimbursement Policy shall permit the granting of credits/reimbursements to the Participating Owners for 100% of the Total Master Planning Process Cost, as and when provided for in accordance with the terms of this Agreement). The Parties acknowledge and agree that the Trustee shall be responsible for the distribution of the Township-Wide Development Charge Reimbursement among the Participating Owners and the Township shall have no responsibility or involvement in this regard.

- (h) In addition to the Credits to be granted pursuant to the foregoing, the Township shall also reimburse to the Participating Owners (via the Trustee) the amount of the Total Master Planning Process Cost (net of the Township-Wide Development Charges Reimbursement) from development charges paid from time to time under the ASDC by owners of land within the Benefitting Area (i.e. whether or not the Participating Owners have then received and/or applied the full ASDC Credits under this Agreement) as and when they are received by the Township to the Participating Owners (via the Trustee) as aforesaid shall occur on a periodic basis (no less frequently than semi-annually) in conjunction with the granting of Credits as aforesaid, and the Participating Owners shall not be required to have exhausted all ASDC Credits prior to the payment of such ASDC reimbursements as aforesaid. Such payments shall be made to the Trustee on a semi-annual basis for distribution amongst the Participating Owners, and the Township shall not be required to enquire into such further distribution amongst the Participating Owners or to be responsible for such further distribution among the Participating Owners.
- (i) The Participating Owners acknowledge that the entitlement to an ASDC Credit shall accrue to a successor in title to a Participating Owner if title to a Participating Owner's lands is transferred prior to entitlement to all or part of the ASDC Credit.
- (j) Where a Participating Owner's lands or portion thereof are not included in the Benefitting Area of the approved Master Plan, they shall be entitled to a reimbursement of their payment based on the portion of lands not included in the approved Master Plan but not for lands within the Master Plan that are designated for *environmental purposes*. For the purpose of the reimbursement, the Trustee shall determine the amount of the reimbursement in consultation with the Project Manager and the determination of the Trustee shall be final. If there is a reimbursement of payment through Section 7(j), the reimbursement amount shall be levied on a pro-rata share to the Benefitting Owners. The timing of the reimbursement shall be at the sole determination of the Trustee (acting reasonably) based on available funds being provided by the owners in the Benefitting Area. Partial reimbursement payments by the Trustee shall be permitted. The Township is not responsible for administering the reimbursement of funds subject to Section 7(j). A Benefitting Owner who provides a payment under Section 7(j) is entitled to ASDC Credits and Township-Wide Development Charge Reimbursements for the amount of such payments in accordance with Section 7.

NON-PARTICIPATING OWNERS WITHIN THE BENEFITTING AREA

- 8. (a) The Township agrees to use reasonable efforts to include policies in the Master Plan applicable to the lands within the Benefitting Area, and as a condition of any planning

and/or development approval for any lands therein, wherein the owners of lands within the Master Plan area, specifically including Non-Participating Owners, shall be required, as a condition of any approval for the development of such lands, to provide written confirmation from the Trustee that they have joined the applicable Owners' Group and is a member in good standing.

DEFAULT

9. (a) In the event that the Trustee fails to make a payment to the Township in accordance with the Payment Schedule and has failed to make a payment required in accordance with the Payment Schedule for more than fourteen (14) days ("Event of Default"), the Township may, in its sole discretion, terminate this Agreement with respect to further payments in accordance with the Payment Schedule and consultation with the WLDSA Steering Committee in accordance with Section 2(d) above. The Parties acknowledge and agree the Participating Owners shall be entitled to ASDC Credits in accordance with the Development Charge Credit and Reimbursement Policy for payments already made in accordance with the Payment Schedule.
- (b) In addition to the foregoing, following an Event of Default, the Township shall, notwithstanding any other section of this Agreement, require payment by such Defaulting Owner/Owners' Group (as defined below) of all development charges applicable to the Defaulting Owner's/Owners' Group's Lands as when required in accordance with all applicable Township-Wide and Area Specific Development Charge By-laws and the ASDC (but subject to ASDC Credits for costs paid prior to the date of Event of Default, as aforesaid).
- (c) In the event that a Participating Owner (the "**Defaulting Owner**") fails to make a payment to the Trustee in accordance with this Agreement, then the other Participating Owners within the same Owners' Group as the Defaulting Owner shall, forthwith upon written notice of same from the Trustee, advance the amount and/or provide the monies owing by the Defaulting Owner in their respective pro-rata shares (as determined by the Project Manager) to the Trustee. The amounts so advanced by such other Participating Owners shall be owing and repaid forthwith by the Defaulting Owner, together with the costs (including without limitation, any bank charges) related to any payments delivered by the other Participating Owners pursuant to the foregoing, and, until repaid, shall bear interest at a rate per annum as is from time to time equal to the prime commercial lending rate charged by the Bank of Canada plus 10% and, until so repaid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a first lien and charge on and against the lands of the Defaulting Owner and any monies to which he Defaulting Owner would otherwise be entitled pursuant to this Agreement, it being the intent of the parties hereto that a security interest, lien or other encumbrance would thereby be created or imposed upon the Defaulting Owner's interest therein and the Participating Owners who pay such amounts on behalf of the Defaulting Owners shall have all the rights and remedies of a secured party under the Personal Property Security Act, R.S.O. 1990, and the Mortgages Act, R.S.O. 1990, as from time to time amended, such rights and remedies to be administered through the Trustee. The Trustee is hereby irrevocably appointed and shall execute, as attorney for the Defaulting Owner, such further assurances for such purpose or charge as may be necessary to protect the interest of the paying Participating Owners, including therein the execution and registration, if necessary, of a security agreement. The Trustee shall register such charge against the title of the lands of the Defaulting Owner. A Defaulting Owner shall also be responsible for

- and shall indemnify and hold the other Participating Owners and the Trustee harmless from and against all damages, delays, costs, losses, charges, claims and/or expenses arising from or related to such Defaulting Owner's default under the terms of this Agreement and any resulting delays in the completion of the Plans and Studies and/or completion and approval of the Master Plan and/or development of the Participating Owners' Lands. In the event that all of the Participating Owners within an Owners' Group shall become Defaulting Owners as aforesaid, then the remaining Owners' Groups shall advance the amount and/or provide the monies owing by the defaulting Owners' Group in their respective pro-rata shares (as determined by the Project Manager) to the Trustee, and the foregoing provisions shall apply to such default and the penalties and remedies related thereto.
- (d) Notwithstanding the foregoing, a Defaulting Owner shall still be entitled to receive ASDC Credits and/or other reimbursements in respect of amounts paid by such Defaulting Owner under this Agreement, PROVIDED THAT the Trustee may, at its option, redirect and apply such ASDC Credits and/or other reimbursements towards any amounts owing by such Defaulting Owner pursuant to this Agreement.
- (e) The foregoing provisions of paragraph 9(c) and 9(d) regarding the rectification and/or enforcement of defaults as amongst the Participating Owners shall be administered by the Trustee and the Township shall not be required to administer and/or enforce same.
- (f) A Participating Owner who provides a payment under Section 9(c) above on behalf of a Defaulting Owner, is entitled to ASDC Credits and Township-Wide Development Charge Reimbursements for the amount of such payments as well as any other reimbursements, in accordance with Section 7.

ADMINISTRATION

10 Notice:

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise, and addressed to the Participating Owners and the Township at the addresses set out below:

Township of West Lincoln

The Corporation of the Township of West Lincoln
 318 Canborough Street
 Smithville, Ontario
 Attention: Director of Planning and Development
 Tel: 905-957-3346
 Fax: 905-

[INSERT CONTACT INFORMATION]

or such change of address as the applicable party has by written notification forwarded to the Township and the other parties.

(b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:

- (i) if delivered, on the date of delivery; or
- (ii) if mailed, then on the fifth business day after the mailing thereof.

11. Binding on Successors:

It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their heirs, executors, administrators, successors and assigns.

12. Severability and Jurisdiction:

If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

13. Warranty and Capacity:

Each Participating Owner which is a corporation represents and warrants as follows:

- (a) such Participating Owner is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Agreement and any documents arising from this Agreement; and
- (b) all necessary corporate action has been taken by such Participating Owner to authorize the execution and delivery of this Agreement.

14. Governing Law:

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

15. Further Documents:

The Parties agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Parties may reasonably request to be done or executed, in order to give full effect to the provisions of this Agreement.

16. Time of the Essence:

Time shall be of the essence of this Agreement and each of its provisions.

17. Development Applications:

Notwithstanding anything in this Agreement to the contrary, the Participating Owners acknowledge and agree that official plan amendment, rezoning, site plan control, and subdivision applications, pursuant to Sections 22, 34, 41, and 50 of the *Planning Act* R.S.O. 1990 c.P.13, and any other Development Applications implementing the Master Plan that may be required, all requirements of those applications including but not limited to the payment of fees, in accordance with the City's fee by-law, in effect from time to time, for the processing of development applications on the Participating Owners' Lands shall be addressed.

18. Municipal Discretion and Authority:

- (a) The Participating Owners acknowledge and agree that this Agreement shall not in any manner fetter the discretion or authority of the Council for the Township under the *Municipal Act, 2001*, as amended, and/or the *Planning Act*, R.S.O. 1990 c.P. 13, as amended, over the Participating Owners lands, the Benefitting Area, and/or the urban expansion area lands delineated in the Region's Official Plan, approved by Regional Council on ???? and reflected in the Master Plan.
- (b) The Participating Owners acknowledge and agree that enactment of the ASDC and approval of the Master Plan are subject to approval by the Region, Province and/or the OMB and/or the Environmental Review Board. The Parties acknowledge that in the event the OMB lowers the charge respecting the Total Master Planning Process Cost to be collected by the Township through ASDC, the Township's obligations under Section 7 are hereby agreed to be amended in accordance with the order of the OMB, such that amount of the Total Master Planning Process Cost to be credited or reimbursed to the Participating Owners in accordance with Section 7 shall not exceed the funds the Township is entitled to recover through the ASDC, as amended by the OMB.

19. Reporting Requirements:

The Township shall provide to the Trustee, upon request in writing not more than once every six (6) months during the term of this Agreement, a statement showing the following:

- (a) the amount then incurred with respect to the Total Master Planning Process Cost, and the estimated timing and costs to complete same;
- (b) the status of the Plans and Studies and approval of the Master Plan;
- (c) the amount of ASDC Credits granted to each Participating Owner as directed by the Trustee;

(d) the amount of the ASDC (component related to the Total Master Planning Process Cost) collected from the Non-Participating Owners in the Benefitting Area; and

(e) the amount of the ASDC (component related to the Total Master Planning Process Cost) collected by the Township and paid to the Trustee.

20. Several Responsibility:

The parties agree that whatever this Agreement provides that the Participating Owners are responsible for costs or payments or security or incur any liability or indemnity, and unless otherwise expressly set out herein, such costs, payments, security or liability or indemnity shall be allocated amongst the Participating Owners with each Participating Owner being severally responsible for its pro-rata share as set out on the Schedules attached hereto (or as may otherwise be adjusted and/or advised by the Trustee from time to time in accordance with this Agreement).

21. Acknowledgement re: Preparation of Agreement:

The Participating Owners, and each of them, hereby acknowledge that they have requested ???? LLP (the "Firm") to review this Agreement and facilitate the completion thereof amongst all of the parties hereto. The Participating Owners hereto each further acknowledge that the Firm has advised them that, because it is reviewing this Agreement and facilitating the completion thereof amongst all of the parties, it cannot treat any information received from or on behalf of any of the parties as confidential insofar as any of the other parties hereto are concerned, and that if a dispute arises between or among any of the parties hereto, the Firm cannot (except for efforts to resolve such disputes by consent) act for all the parties in that matter and may not be able to act for any of them. The Participating Owners hereto each hereby consent to the Firm reviewing this Agreement and facilitating the completion hereof amongst all of the parties, subject to the foregoing. The Participating Owners hereto each hereby further acknowledge that the Firm has advised each of them that they should obtain independent legal advice and representation prior to signing this Agreement and that each of them has either obtained such independent legal advice and representation or has been given reasonable opportunity to do so.

22. Appointment and Duties of Trustee:

(a) The Parties acknowledge and agree that the Trustee has been and is hereby appointed and retained by the Participating Owners to carry out the administration of this Agreement on behalf of the Participating Owners as herein provided.

(b) As amongst and between the Trustee and the Participating Owners only (which provisions shall not affect or apply to the Township), the Trustee and the Participating Owners agree as follows:

- i) The Trustee shall administer the provisions of this Agreement, in consultation with the Project Manager, and shall administer all funds collected, paid and/or disbursed pursuant to the terms of this Agreement, in accordance with this Agreement and based on calculations completed by the Project Manager (on which calculations the Trustee shall be entitled to rely). The Trustee shall also perform such other duties as may be required by the

Owners from time to time in order to implement with terms of this Agreement, subject to the concurrence of the Trustee in respect of such additional duties.

- ii) The Trustee shall open a bank account in order to collect, administer and disburse funds as per the terms of this Agreement. The Trustee may also, in its discretion, apply for an HST number. Notwithstanding the foregoing, the Participating Owners acknowledge and agree that the Trustee shall administer the collection and disbursement of funds and payment of all costs under this Agreement for and on behalf of the Participating Owners, and the Trustee will not be incurring such goods or services and/or invoices for or on its own behalf. In other words, there is merely a “flow-through” of funds, through the Trustee, from the Owners to the Township-the actual costs are not incurred or paid for by the Trustee but are incurred and paid for by the Participating Owners based on their respective Participating Owner’s Proportionate Share(s). The Parties hereby further confirm, acknowledge and agree that the Trustee will be administering all funds and accounts herein for and on account of the Participating Owners and, as such, any accounting/reporting for harmonized sales taxes and/or other applicable taxes (HST) and the application for and administration of any credits with respect thereto, will be the responsibility of each individual Participating Owner in respect of their respective Participating Owner’s Proportionate Share(s) thereof. Accordingly, the Trustee shall not be required to apply for an HST number on its own behalf and/or on behalf of the Participating Owners, although it may do so, and each Participating Owner shall use its own HST number for the administration of its own HST account in respect of costs administered pursuant to this Agreement, as aforesaid. Each Participating Owner shall be responsible for maintaining its own account and filing its own individual returns and/or application for input credits for purposes of HST. All accounting records kept by the Trustee shall be made available for inspection/review by any Participating Owner.
- iii) The Trustee shall be entitled to engage such accountant(s), bookkeeper(s) and/or other staff as it may determine in order to assist in the collection and administration of funds as contemplated in this Agreement, and all costs and fees incurred or charged by the Trustee in connection with the administration of this Agreement shall be paid by the Participating Owners based on their respective Participating Owner’s Proportionate Share(s), as and when required by the Trustee.
- iv) The Trustee may resign its trust hereunder and be discharged from all future duties and liabilities under this Agreement, excepting as a result of fraud, bad faith or gross negligence on the part of such Trustee, by giving to the Participating Owners thirty (30) days’ notice in writing or such shorter notice as the Participating Owners may accept as sufficient, provided however, in the event that the Participating Owners direct the Trustee to commence any act, action or proceeding for the purpose of enforcing this Agreement or to do anything in any way related to this Agreement that the Trustee is unwilling or unable to commence or do, the Trustee may immediately resign its trust and be discharged from all future duties and liabilities by giving to the Participating Owners notice in writing. The Participating Owners may, by

decision made in accordance with the Approval Requirements, on five (5) days written notice to the Trustee, remove the Trustee and appoint a new Trustee. In the event of the Trustee's resignation or removal as aforesaid, the Trustee shall deliver forthwith to the Project Manager or as the Participating Owners may otherwise direct all funds, securities, files, records, invoices, documents or things in the possession of the Trustee in its capacity as trustee and related to the administration of this Agreement, and the Owners shall, by decision made in accordance with the Approval Requirements, forthwith appoint a new Trustee and any new Trustee so appointed by such Participating Owners may likewise be subject to removal as aforesaid. On any new appointment by the Participating Owners as aforesaid, the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Trustee and there shall be immediately executed, at the expense of the Participating Owners, all such conveyances or other instruments as may be necessary or desirable for the purpose of assuring the same to the new Trustee. The new Trustee shall indicate its, his, or their acceptance of the appointment by instrument addressed to the Owners collectively whereby it, he, or they agree to perform the obligations required of the Trustee pursuant to this Agreement to the same extent as if it, he, or they had executed this Agreement as a party, and shall provide written notice of such change in Trustee to the Township.

- v) The Participating Owners shall indemnify and hold the Trustee harmless from and against all claims, actions, damages, costs and expenses arising from or relating to this Agreement and/or the performance by the Trustee of its duties under this Agreement, save and except where arising from the gross negligence or willful misconduct of the Trustee.

23. Decision-Making by Participating Owners:

- (a) Any decision required to be made by the Participating Owners in relation to this Agreement, including, without limitation, the approval of Additional Costs and/or Work and the replacement of the Trustee, shall be made by the approval of Participating Owners representing no less than sixty-six (66%) percent of the Participating Owners' Proportionate Shares (the "**Approval Requirements**") (such that the proportionate shares for decision-making shall reflect the proportionate shares for the funding requirements herein, as shown on Schedule "B-1" and "B-2" herein); PROVIDED THAT the terms of this Agreement cannot be amended except by way of amending agreement executed by all parties who are signatories to this Agreement at the time of such amendment. Such decisions may be made at a meeting, or otherwise in writing (including, without limitation, confirmations via e-mail).
- (b) Any Participating Owner that is in default of its obligations under this Agreement shall be entitled to attend a group meeting but shall not be entitled to vote at any such meeting, and the requirements for approval shall be deemed to be adjusted to include sixty-six (66%) percent of the non-defaulting Participating Owners' Proportionate Shares only.
- (c) All decisions made by the Participating Owners as aforesaid shall be binding upon all of the Participating Owners.

- (d) The foregoing provisions of this Section 23 are intended to apply to and govern the administration of this Agreement as amongst the Trustee and the Participating Owners only. For clarity, notwithstanding the foregoing, the Township shall be entitled to rely on the written direction of the Trustee as representing the decision of the Participating Owners, and shall not be required to enquire or verify that such decision was made in accordance with the Approval Requirements as aforesaid.

24. Agreement Execution in Counterparts:

The Parties acknowledge and agree that this Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement. For the purposes of this Agreement, the delivery of a facsimile or e-mail copy of the shall be deemed to be a valid execution and delivery of this Agreement, but the party delivering a facsimile or e-mail copy shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile copy.

25. Agreement Binding on Signatories:

Notwithstanding the parties named in this Agreement as “Participating Owners”, it is acknowledged and agreed that this Agreement shall be binding upon those parties who have executed this Agreement herein below (the “Original Signatories”), regardless of whether any or all of the other parties named as “Participating Owners” herein have also executed this Agreement, as well as any additional owners who become parties to this Agreement after the original execution hereof. In the event that a party is named as a Participating Owner in this Agreement but does not execute this Agreement within thirty (30) days of being requested to do so by the Trustee, such party shall be deemed to be deleted from this Agreement, this Agreement shall continue to be binding upon the Participating Owners who have executed this Agreement within such time period, the Participating Owners’ Proportionate Shares shall be adjusted accordingly, and the parties who have so executed this Agreement shall be entitled to proceed with the implementation of this Agreement to the exclusion (or even the detriment of) the parties named herein who have not so executed. In the event that a party named in this Agreement as a Participating Owner but who is not one of the Original Signatories subsequently elects to execute this Agreement, then such party may join this Agreement by way of adhesion/assumption agreement on terms satisfactory to the Township and the Trustee, and thereupon such party and the lands in the WLDSA owned by such party shall be bound by all terms and provisions of this Agreement as fully as if such person had originally executed this Agreement, and the Schedules attached hereto (including without limitation, the Participating Owners’ Proportionate Shares set out therein) shall be amended accordingly.

LIST OF SCHEDULES

26. The following schedules are attached hereto and form part of this Agreement:

SCHEDULE “A”	-	Map Showing WLDSA/Participating Owners’ Lands
SCHEDULE “B”	-	Payment Schedule
SCHEDULE “B-1”	-	Proportionate Shares

- SCHEDULE "B-2" - Cash Call – Payment Schedule
- SCHEDULE "C" - Letter from NPCA dated ????
- SCHEDULE "D" - Development Charge Credit and Reimbursement Policy

PERMISSION TO ENTER AGREEMENT

THIS AGREEMENT made this • day of •, 2017.

B E T W E E N:

LANDOWNER

(Hereinafter called the "Owner")

OF THE FIRST PART,

- and -

**THE CORPORATION OF THE REGION OF NIAGARA
OR
THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

(Hereinafter called the "Municipality")

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of the lands more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Lands");

AND WHEREAS the Municipality has requested permission from the Owner to enter the Lands for the purpose of:

- a) Natural Environment Field Investigations
 - b) Drainage Field Investigations
 - c) Geo-Technical and Borehole Investigations
 - d) Topographical Surveys
 - e) Agricultural and Land Use Surveys
 - f) Archaeological Investigations
- (Hereinafter called the "Works"),

and the Owner has agreed to allow the Municipality, and its employees, servants, contractors, agents, consultants, and invitees, hereinafter called the "Assigns", to do so, subject to the Terms and Conditions of this Agreement,

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

1. The Owner covenants and agrees to allow the Municipality and/or its Assigns to enter on the Lands for the purpose of carrying out the Works during the period commencing on _____ and ending on _____.
2. Following completion of the Works, the Municipality and/or its Assigns shall restore, subject to the Works, and so far as possible, any part of the Lands that is disturbed by said entry to as close to its original condition as it is reasonably possible.

- 3. The Municipality shall fully indemnify and save harmless the Owner from any liability, suit, claim, demand, fine, or action for which the Municipality and its Assigns may become liable or suffer by reason of the use of the Lands by the Municipality and its Assigns.
- 4. This Agreement, including the attached Schedule "A", constitutes the entire Agreement between the Owner and the Municipality.
- 5. The provisions of this Agreement shall extend to, bind and enure to, the benefit of the heirs, executors, administrators, successors, and assigns, as the case may be, of each of the parties.
- 6. The Agreement shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic mail as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their proper signing officers in that respect.

OWNER

) _____
) Name(s):
) Title(s):
) I/We have the Authority to bind the Corporation
)
) Date: _____

MUNICIPALITY

) _____
)
) Name(s):
) Title(s):
) I/We have the Authority to bind the Corporation
)
) Date: _____

SCHEDULE "A"

(Legal Description)

MUNICIPAL ADDRESS:

PIN:

ALL AND SINGULAR that certain parcel or tract of land and premises, lying and being in the Township of West Lincoln, in the Regional Municipality of Niagara and being composed of

_____.

DRAFT