

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

("Township")

-and-

WALKER AGGREGATES INC.

("Walker")

WHEREAS the Township and Walker are collectively referred to as the Parties;

AND WHEREAS pursuant to Minutes of Settlement involving the Parties and the County of Simcoe ("**County**") dated April 9, 2010 ("**2010 MOS**"), the Parties agreed to certain road improvement work, transfers, restrictions and financial obligations to be completed in anticipation of and in preparation for the issuance of an *Aggregate Resources Act* licence for the Walker Expansion Quarry in Lot 25 and Part Lot 26, Concession 12 and Part Lot 25, Concession 11, Township of Clearview ("**Expansion Quarry**");

AND WHEREAS jurisdiction and ownership of Simcoe County Road 91 from its intersection with Grey Road 31/Simcoe Road 95 to its intersection with Simcoe Road 124 was, with the exception of the most easterly 100 metres, transferred by the County to the Township as of February 25, 2010 by County By-law No. 5894 and is now under the jurisdiction and ownership of the Township and known as Township Road 91 ("**TR91**");

AND WHEREAS pursuant to the 2010 MOS the Township was required to close and convey TR91 to Walker following the completion of certain road improvements to Sideroad 26/27 Nottawasaga ("**SR 26/27 Improvements**");

AND WHEREAS the Township and Walker entered into a Road Improvement Agreement dated October 16, 2014 which required Walker to secure its contribution of Seven Million Five Hundred Thousand Dollars (\$7,500,000) toward the cost of the SR 26/27 Improvements and other road improvements as provided in the 2010 MOS;

AND WHEREAS Walker provided an irrevocable letter of credit in favour of the Township in the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) on October 9, 2014 in accordance with the terms of the Road Improvement Agreement;

AND WHEREAS the Township is unable to complete the SR 26/27 Improvements on any reasonable basis because of provincial intervention resulting in significant delay and increase in costs including the need for a Niagara Escarpment Development Permit and Niagara Escarpment Plan Amendment, as well as the December 22, 2022 determination by the Environmental Assessment Branch of the Ministry of Environment, Conservation and Parks (“MECP”) that the SR 26/27 Improvements require a Schedule C Class Environmental Assessment;

AND WHEREAS the Parties have agreed that it is not in the public interest to close TR91 without the SR 26/27 Improvements being made;

AND WHEREAS keeping TR91 open will require certain modifications to the Expansion Quarry and to the Walker Existing Quarry located on Lot 24, Concession 12, Township of Clearview (“Existing Quarry”);

NOW WITNESSETH that in exchange for the payment of two dollars (\$2.00) of lawful money of Canada each paid to the other, the receipt and sufficiency being hereby acknowledged, and other good and valuable consideration the Parties agree as follows:

1. The recitals above are correct and form part of the terms of these Minutes of Settlement (“Minutes”).
2. Walker agrees:
 - a. not to pursue the closure and conveyance to it of TR91; and
 - b. not to pursue the Township having to complete further SR 26/27 Improvements; and
 - c. to support the Township's position that no costs be awarded to any participant as a result of the Township's withdrawal of its application to the Niagara Escarpment Commission for the Development Permit and Plan Amendment related to the SR 26/27 Improvements.
3. In exchange for Walker's agreement set out in paragraph 2, the Township agrees to provide Walker with the letter attached as **Schedule “A”** within five (5) business days of execution of these Minutes.
4. In further exchange for Walker's agreement set out in paragraph 2, the Township agrees to support the following modifications to be made by Walker to the Expansion Quarry and the Existing Quarry:

- a. Keeping the tunnel between the Existing Quarry and the Expansion Quarry open for the duration of the life of the Expansion Quarry and after final rehabilitation;
 - b. Not flooding the Existing Quarry until extraction is complete at the Existing Quarry and the Expansion Quarry and final rehabilitation has commenced;
 - c. Keeping the processing plant in the Existing Quarry for the duration of the life of the Expansion Quarry;
 - d. Constructing berms on Walker's lands along TR91 and, if required, along the Township right-of-way to screen the Expansion Quarry for safety and visual impact purposes;
 - e. Deepening the final level of the Existing Quarry from 500 metres above sea level to 490 metres above sea level; and
 - f. Other minor modifications to implement the above-noted changes as required.
5. The Township acknowledges that the operational changes set out in paragraph 4 will require the following approvals for the Existing Quarry and the Expansion Quarry:
- a. Amendments to the Niagara Escarpment Plan;
 - b. Niagara Escarpment Plan Development Permits;
 - c. Amendment to the Township's Official Plan;
 - d. Amendments to the *Aggregate Resources Act* site plans; and
 - e. Amendments to the Adaptive Management Plan.
6. The Township agrees to support Walker's pursuit of the approvals set out in paragraph 5. The Township also agrees to support any other approvals that the Township, the County, the Niagara Escarpment Commission ("NEC"), the Minister of Natural Resources and Forestry ("MNR") or the MECP may require to facilitate the modifications referred to in paragraph 4 as well as any other changes deemed necessary by Walker to facilitate the modifications referred to in paragraph 4.
7. The term "support" in paragraphs 4, 5 and 6 shall include:

- a. Making public statements of support for the modifications and required approvals if requested by Walker;
 - b. Expressing the Township's agreement with the modifications and required approvals in discussions with the County, the NEC, the MNRF, the MECP and such other organizations or entities as may reasonably be required;
 - c. Providing written comments in support of the modifications and required approvals if asked for written comments by the County, the NEC, the MNRF, the MECP or such other organizations or entities as may reasonably be required; and
 - d. Attending to support Walker at any necessary Ontario Land Tribunal or other hearings.
8. Walker agrees to reimburse the Township's reasonable costs of providing support as set out in paragraph 7. Prior to the Township incurring any costs for which it will seek reimbursement, Walker and the Township will enter into an agreement setting out the proposed work program and estimate for any such costs.
 9. The Parties agree to execute such further and other agreements as may be necessary or advisable from time to time to give effect to the full intent and meaning of these Minutes. Each of the Parties agrees to carry out its individual responsibilities as expeditiously as possible.
 10. No party shall call into question in any proceeding or action in court or before any administrative tribunal, the authority or right of any party to enter into these Minutes. This provision may be pleaded in any action or proceeding as a complete estoppel of the right.
 11. The invalidity, inoperability or unenforceability of any provision of these Minutes shall not affect the validity or enforceability of any other provision hereof and any such invalid, inoperable or unenforceable provision shall be deemed to be severable.
 12. These Minutes constitute a legally binding agreement between the Parties and shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
 13. These Minutes shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

14. Where these Minutes require notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by email transmission, by courier or by prepaid registered mail at the addresses noted below.

Walker:

Walker Industries Holdings Limited
P.O. Box 100
Thorold, ON L2V 3Y8

Attention: Mr. Ryan Wall, Executive Vice President, Aggregates & Construction
Tel: 705-445-2300 ext. 4234
Email: RWall@walkerind.com

Township:

The Corporation of the Township of Clearview
217 Gideon Street
Stayner, ON L0M 1S0

Attention: Director of Legislative Services/Clerk
Email: shelmkay@clearview.ca

15. These Minutes may be executed in counterparts, all of which shall constitute one agreement when taken together, and shall be deemed to be an original agreement. Counterparts may be executed either in original or electronically transmitted and Parties adopt any signatures received by facsimile machine or other means of electronic communication as original signatures of the Parties.

IN WITNESS WHEREOF, the Parties have executed these Minutes of Settlement on the dates set out below.

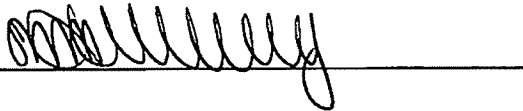
Date: JULY 4, 2023

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Per: 

Name: Doug Measures

Title: Mayor

Per: 

Name: Sasha Helmkey

Title: Clerk

We have authority to bind the Municipality.

Date: July 4, 2023

WALKER AGGREGATES INC.

Per: 

Name: Ryan Wall

Title: Executive Vice President, Aggregates & Construction

I have authority to bind the Corporation.

Aug 2 / 2023

SCHEDULE "A"

*, 2023

Walker Aggregates Inc.
2800 Townline Road
PO Box 100
Thorold, Ontario
L2V 3Y8

Attention: Ryan Wall

RE: Township Confirmation of ARA Site Plan Compliance

The Township of Clearview previously confirmed to the Ministry of Natural Resources and Forestry ("MNR") that the improvements to former County Road 91 and Sideroad 26/27 as contemplated by the Minutes of Settlement between County of Simcoe, the Township of Clearview and Walker Aggregates Inc. dated April 9, 2010 ("the **Minutes of Settlement**"), the ARA License Number 607841 Site Plan Note 12B on page 2A of the ARA Site Plan ("**ARA Site Plan Note 12B**") and the October 16, 2014 Road Improvement Agreement between Walker Aggregates Inc. and the Corporation of the Township of Clearview ("**the Road Improvement Agreement**") have been undertaken to the satisfaction of the Township of Clearview.

ARA Site Plan Note 12B states that "Prior to the commencement of shipping of quarry product from Lot 25, Concession XII, the improvements to former County Road 91 and Sideroad 26/27 as contemplated by the Road Settlement Agreements be undertaken to the satisfaction of the Township of Clearview." [emphasis added]

The improvements contemplated to Sideroad 26/27 are defined in the Minutes of Settlement as "improvement of Clearview Township 26/27 Sideroad between the 10th Concession and Grey Road 31 / Simcoe Road 95 to the standard of a rural gravel surface Township road."

As noted in the Road Improvement Agreement, improvements were made to Sideroad 26/27 and the Township continues to maintain this road as and when required and in accordance with provincial legislation.

The contemplated improvements to former County Road 91 are outlined on Schedule B of the Road Improvement Agreement and have been completed.


Accordingly, we hereby confirm that improvements to Sideroad 26/27 and to former County Road 91 were undertaken to the satisfaction of the Township of Clearview in accordance with the Minutes of Settlement, ARA Site Plan Note 12B and the Road Settlement Agreement.

Yours truly,

The Corporation of the Township of Clearview



Mayor



CAO