

From: [Hoy, Pat](#)
To: [Dave Monroe - Contact](#)
Cc: [Ryan Wall](#); [Aaron Farber](#); [Jennifer Prentice - Contact](#)
Subject: RE: Generic Extraction Agreement
Date: Wednesday, January 08, 2020 8:38:00 AM

No update.

Pat Hoy

Director of Transportation Services

Phone: +1 519-372-0219 ext. 1391



From: Dave Munro
Sent: January-08-20 8:16 AM
To: Hoy, Pat
Cc: rwall@walkerind.com; Aaron Farber ; Jennifer Prentice
Subject: RE: Generic Extraction Agreement



Hi Pat:

Hope the holidays were good to you. Any update on the RFP for the County quarry yet?

Thanks,

Dave Munro

Harold Sutherland Construction Ltd.

Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com



From: Dave Munro
Sent: October-04-19 10:34 AM
To: Hoy, Pat <Pat.Hoy@grey.ca>
Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>
Subject: RE: Generic Extraction Agreement

Hi Pat – seems like fall weather is upon us – any update on this RFP for the County quarry?

Thanks,

Dave Munro

Harold Sutherland Construction Ltd.

Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com



From: Dave Munro

Sent: September-13-19 8:29 AM

To: Hoy, Pat <Pat.Hoy@grey.ca>

Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>

Subject: RE: Generic Extraction Agreement

OK thanks Pat.

Dave Munro

Harold Sutherland Construction Ltd.

Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com



From: Hoy, Pat [<mailto:Pat.Hoy@grey.ca>]

Sent: September-13-19 8:28 AM

To: Dave Munro <dave@hsc-ltd.com>

Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>

Subject: RE: Generic Extraction Agreement

Still working on it.

Pat Hoy

Director of Transportation Services

Phone: +1 519-372-0219 ext. 1391

From: Dave Munro <dave@hsc-ltd.com>
Sent: September-13-19 8:15 AM
To: Hoy, Pat <Pat.Hoy@grey.ca>
Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>
Subject: RE: Generic Extraction Agreement

[EXTERNAL EMAIL]

Hi Pat:

Just wondering if there is any further info from the County on this proposed RFP.

Thanks,

Dave Munro

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Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com



From: Hoy, Pat [<mailto:Pat.Hoy@grey.ca>]

Sent: August-20-19 10:44 PM

To: Dave Munro <dave@hsc-ltd.com>

Subject: Re: Generic Extraction Agreement

As you may know, we are without a maintenance manager right now so I'm kind of trying to do both. Haven't started.

Sent from my iPhone

On Aug 20, 2019, at 4:39 PM, Dave Munro <dave@hsc-ltd.com> wrote:

[EXTERNAL EMAIL]

Hi Pat:

Just wondering if the County is close to drafting an RFP/tender for the operation of the quarry. Any information you can provide would be appreciated.

Thanks,
Dave Munro
Harold Sutherland Construction Ltd.
Aggregate Sales & Compliance Manager
Ph: 519-376-5698 Ext. 247
Cel: 519-375-2977
Fax: 519-371-6121
E-mail: dave@hsc-ltd.com

From: Dave Munro
Sent: July-17-19 3:22 PM
To: Hoy, Pat <Pat.Hoy@grey.ca>
Cc: Aaron Farber <AFarber@walkerind.com>; Ryan Wall <RWall@walkerind.com>; Ken Lucyshyn <KLucyshyn@walkerind.com>
Subject: Generic Extraction Agreement

Hi Pat – further to our phone conversation last week please see attached a generic agreement that you can revise as required for the upcoming RFP/Tender. We look forward to seeing that document hopefully this summer.

Take care and talk to you soon.

Dave Munro
Harold Sutherland Construction Ltd.
Aggregate Sales & Compliance Manager
Ph: 519-376-5698 Ext. 247
Cel: 519-375-2977
Fax: 519-371-6121
E-mail: dave@hsc-ltd.com

From: [Hoy, Pat](#)
To: [Jennifer Prentice](#); [Dave Munro](#); [Marck, Matt](#)
Cc: [Ryan Wall](#); [Aaron Farber](#); [Wingrove, Kim](#)
Subject: RE: Generic Extraction Agreement/Euphrasia Quarry
Date: Tuesday, March 24, 2020 9:50:09 AM

Jennifer,

At that time, I was working on the previous Council direction (the lease). I continued to work on the lease RFP until I was directed to put a hold on that by the CAO and Council. Any further action regarding the quarry were not taken or directed by Transportation.

All of what has changed will be in the staff report, likely coming April 9.

I have forwarded your request for further information to Kim Wingrove.

Pat Hoy

Director of Transportation Services

Phone: +1 519-372-0219 ext. 1391



From: Jennifer Prentice
Sent: March-23-20 5:43 PM
To: Hoy, Pat ; Dave Munro ; Group: TS General Inquiries ; Marck, Matt
Cc: Ryan Wall ; Aaron Farber
Subject: RE: Generic Extraction Agreement/Euphrasia Quarry

[EXTERNAL EMAIL]

Good Afternoon Pat;

Noticed that the County has posted A Public Notice – Sale of Land on its website dated March 19, 2020. As per the email string below, you had responded to Dave Munro that the County was in the process of “working on it”.

We were under the impression that there would be an RFP sent to interested parties (either or lease or purchase the quarry property) once the County made a decision on the subject.

We will be providing comments to Heather Morrison and bringing this matter to the attention of the Transportation Committee/County Council.

I trust you will provide us with some more information as to how this happened. Coincidentally, “the decision regarding leasing the above noted property on July 11, 2019 as part of resolution CC52-19” was the same day Harold Sutherland Construction Ltd. was sold to Walker Aggregates Inc.

Regards,

Jennifer

From: Hoy, Pat <Pat.Hoy@grey.ca>
Sent: Friday, September 13, 2019 8:28 AM
To: Dave Munro <dave@hsc-ltd.com>
Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>
Subject: RE: Generic Extraction Agreement

Still working on it.

Pat Hoy

Director of Transportation Services

Phone: +1 519-372-0219 ext. 1391

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Sent: September-13-19 8:15 AM

To: Hoy, Pat <Pat.Hoy@grey.ca>

Cc: rwall@walkerind.com; Aaron Farber <AFarber@walkerind.com>; Jennifer Prentice <jennifer@hsc-ltd.com>

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Aggregate Sales & Compliance Manager

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Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com



Harold
Sutherland
CONSTRUCTION
A Walker Company

From: Hoy, Pat [<mailto:Pat.Hoy@grey.ca>]

Sent: August-20-19 10:44 PM

To: Dave Munro <dave@hsc-ltd.com>

Subject: Re: Generic Extraction Agreement

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Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com

From: [Dave Munro](#)
To: [Hoy, Pat](#)
Cc: [Jennifer Prentice](#); [Mike Sutherland](#)
Subject: RE: Grey County Quarry
Date: Wednesday, May 29, 2019 8:06:00 AM
Attachments: [image001.png](#)

Thanks Pat – I'll touch base with you on or after that date.

Dave Munro

Harold Sutherland Construction Ltd.
Aggregate Sales & Compliance Manager
Ph: 519-376-5698 Ext. 247
Cel: 519-375-2977
Fax: 519-371-6121
E-mail: dave@hsc-ltd.com



Harold
Sutherland
CONSTRUCTION

From: Hoy, Pat [mailto:Pat.Hoy@grey.ca]
Sent: May-28-19 6:51 PM
To: Dave Munro <dave@hsc-ltd.com>
Cc: Jennifer Prentice <jennifer@hsc-ltd.com>; Mike Sutherland <mike@hsc-ltd.com>
Subject: Re: Grey County Quarry

The consultant is coming to present the report and recommendations June 27

Sent from my iPhone

On May 28, 2019, at 4:30 PM, Dave Munro <dave@hsc-ltd.com> wrote:

[EXTERNAL EMAIL]

Hi Pat:

Just wondering if you could advise as to Council's decision regarding the future operation of the County quarry on Cty. Rd. 40.

Thanks,

Dave Munro

Harold Sutherland Construction Ltd.
Aggregate Sales & Compliance Manager

Ph: 519-376-5698 Ext. 247

Cel: 519-375-2977

Fax: 519-371-6121

E-mail: dave@hsc-ltd.com

<image001.png>

CAUTION: This email originated from outside the organization. Do not click links, follow instructions or open attachments unless you recognize the sender and know the contents to be safe.

LEASE AND AGGREGATE EXTRACTION AGREEMENT

THIS AGREEMENT is dated _____, 2019

BETWEEN:

., a corporation incorporated under the laws of the Province of Ontario (“**Landowner**”)

-and-

., a corporation incorporated under the laws of the Province of Ontario (“**Operator**”, and together with the Landowner, the “**Parties**”)

BACKGROUND:

- A. The Landowner owns the property described in Schedule A (the “**Property**”).
- B. The Landowner holds the Licence listed in Schedule B (the “**Licence**”).
- C. The Licence authorizes the holder thereof to extract Aggregate from the Property in accordance with its terms.
- D. The Landowner wishes to lease the Property to the Operator and to grant to the Operator the exclusive right to conduct Extractions Operations on the Property on the terms and conditions set out in this Agreement.

THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) In this Agreement:

“**Act**” means the *Aggregate Resources Act* (Ontario) as amended from time to time and all regulations made thereunder;

“**Agreement**” means this lease and aggregate extraction agreement (including the background section) and all schedules attached hereto, in each case as supplemented, amended and/or restated from time to time;

“**Aggregate**” has the meaning given to it in the Act;

“**Compliance Assessment Report**” has the meaning given to it in the Act;

“**Extraction Operations**” means the extraction, processing, washing, stockpiling, marketing, selling and shipping of Aggregate on and from the Property;

“**Licence**” is defined in the Background section of this Agreement;

“**Licence Production Reports**” has the meaning given to it in the Act;

“**Property**” is defined in the Background section of this Agreement;

“**Select Subgrade Material**” is defined as a waste generated by the production process;

“**Term**” is defined in Section 0; and

“**TOARC Fees**” has the meaning given to it in the Act.

2. GRANT OF EXCLUSIVE EXTRACTION RIGHTS

- (a) The Landowner grants to the Operator the exclusive right to conduct Extraction Operations on the Property and otherwise do all things necessary to comply with the Licence (including any conditions thereto) and the related site plan.
- (b) The Landowner shall not, and shall not permit any person other than the Operator to, while this Agreement is in effect, conduct Extraction Operations on the Property.
- (c) The Landowner shall refrain from taking any action that could result in a breach of or default under the Licence or any related site plan or that could otherwise impair the validity of the Licence or impair or interfere with the Operator’s exclusive right to conduct Extraction Operations on the Property and otherwise comply with the Licence (including any conditions thereto) and the related site plan.
- (d) The Landowner shall further cooperate with the Operator and do all things necessary in order for the Operator to seek and obtain any amendments to the Licence (including any conditions thereto) or related site plan that are deemed necessary or desirable by the Operator.
- (e) The Operator shall pay a per tonne royalty payable by the Operator to the Landowner in respect of the rights granted to the Operator under this Section 2. Payment shall be made within 60 days of the last business day of the month. For greater certainty, there will be no royalty for Select Subgrade Material.
- (f) The Operator will be responsible for filing all Compliance Assessment Reports and Licence Production Reports as required as per the Licence.
- (g) The Operator will be responsible for paying all TOARC Fees as required as per the Licence.

3. LEASE

- (a) For the payment of \$1.00, the Landowner leases and demises to the Operator and the Operator leases and takes from the Landowner, for and during the Term, the Property and any existing appurtenances and improvements which are on the Property (provided, however, that the appurtenances, buildings and improvements which may hereafter be erected upon the Property by or on behalf of the Operator, shall remain the property of the Operator and shall not form part of the Property).
- (b) The Operator shall be entitled to use and occupy the Property for the purpose operating a pit/quarry and conducting Extraction Operations on the Property, and otherwise exercising the rights granted to the Operator under this Agreement, in each case in accordance with applicable law and the provisions of the Licence (including the conditions and the site plan, but subject to Section 3(c) below).
- (c) The Landowner shall be responsible for, and shall duly and punctually perform in accordance with applicable law and the applicable provisions of the Licence (including the applicable conditions and the site plan), all rehabilitation obligations required in respect of the Property under applicable law or the Licence (including under the applicable conditions and the site plan) that existed on the date of this Agreement.
- (d) The Landowner shall be responsible for and pay all real property related obligations for the Property, including all taxes, charges, assessments, utilities and any other payments.
- (e) The Operator shall be permitted to register in respect of the Property notice of this Agreement (and/or such other notice or agreement as the Operator shall determine in its sole and absolute discretion in order to protect the rights afforded to it in this Agreement) on title to the Property.
- (f) Should all or any part of the Property be sold or transferred, the Landlord shall notify the Ministry of Natural Resources & Forestry of such sale or transfer and shall cause the purchaser or transferee to acknowledge in writing the continuation of this Agreement and the rights of the Operator hereunder.

4. TERM

The term of this Agreement (the “**Term**”) shall commence on the date of this Agreement and continue until the earlier of (i) the tenth anniversary thereof and (ii) the date that the Property’s Aggregate resources are depleted.

5. IMPROVEMENTS, SIGNAGE AND COMMENCING OPERATIONS

- (a) Subject to the terms of applicable law and the Licence (including the conditions and the site plan), the Operator shall be permitted to make such permanent improvements to the Property (by way of the construction of buildings or other infrastructure or otherwise) as the Operator considers necessary or desirable in

connection with its conduct of Extraction Operations on the Property without the consent of the Landowner. For greater certainty, it is acknowledged by the Landowner that (i) all equipment, portable buildings and structures, weigh scales, and other items brought onto or erected on the Property by the Operator, if any, and (ii) all stockpiles of Aggregate located on the Property, shall not be or become a fixture or form part of the Property.

- (b) The Operator shall also be permitted to erect any signs on the Property or on roads adjacent to the Property that it requires to identify the Extraction Operations on the Property in compliance with all applicable law.

6. REPRESENTATIONS AND WARRANTIES OF THE LANDOWNER

The Landowner represents and warrants to the Operator as follows and acknowledges that the Operator is relying upon the following representations and warranties in entering into this Agreement, despite any investigation made by or on behalf of the Operator:

- (a) No person (other than the Operator) has any agreement with the Landowner, or has been granted any right, that relates to the conducting of Extraction Operations on the Property.
- (b) The Landowner is the registered and beneficial owner of the Property in fee simple and has good and marketable title thereto, free and clear of all title defects and encumbrances.
- (c) The only occupant of the Property is the Landowner.
- (d) The Landowner has all rights of ingress and egress to and from the Property necessary to conduct Extraction Operations thereon.
- (e) Except under this Agreement: (A) no person has any option or right of any kind to acquire any interest in all or any part of the Property; and (B) no person (other than the Landowner) is using or has any right to use or is in or has any right to possess or occupy, any part of the Property.
- (f) There are no matters affecting the right, title and interest of the Landowner in and to the Property that could adversely affect the ability of the Operator to conduct Extraction Operations on the Property and otherwise comply with the Licence (including any conditions attached thereto) and the related site plan.
- (g) The activities of the Landowner, and the condition of the Property, have at all times during the Landowner's ownership of the Property been, and are currently, in compliance with all applicable law in all material respects.

7. GENERAL PROVISIONS

- (a) Time is of the essence of each provision of this Agreement.

- (b) Each Party shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents, and provide any assurances, undertakings and information as may be required at any time to give effect to this Agreement or as may be required at any time by any governmental authority.
- (c) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior negotiations, discussions, understandings, undertakings, statements, arrangements, promises, representations and agreements, both written or oral, between the Parties (including, for greater certainty, the licence extraction/lease agreement with the landowner dated May 1, 2019 made by the Landowner in favour of the Operator).
- (d) The Landowner may not assign or transfer this Agreement to any person without the prior written consent of the Operator. The Operator may assign the rights and benefits of this Agreement to any of its affiliates at any time without the consent of the Landowner, provided that prior written notice is given to the Landowner, and so long as the Operator remains liable to observe and perform its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and permitted assigns of the Parties hereto.
- (e) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada in force in Ontario.
- (f) This Agreement may be executed and/or delivered electronically and in any number of counterparts. Each such executed and delivered counterpart shall be deemed to be an original. All such executed and delivered counterparts taken together shall constitute one and the same original agreement.

[Remainder of Page Intentionally Left Blank]

The Parties have duly executed this Agreement as of the date set forth above.

By: _____
Name:
Title:

By: _____
Name:
Title:

**SCHEDULE A
MUNICIPAL AND LEGAL DESCRIPTION OF THE PROPERTY**

[NTD: TO BE ADDED]

**SCHEDULE B
LICENCE**

Licence No. [●] issued to [●] under the Act dated effective [●] together with the prescribed conditions which are attached to such Licence.

