

**THE CORPORATION OF THE TOWNSHIP OF  
ADJALA-TOSORONTIO**

**CONSOLIDATED DEVELOPMENT  
AND SUBDIVISION AGREEMENT**

**THIS AGREEMENT made in quadruplicate on this  
9nd day of November, 2021**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADJALA-  
TOSORONTIO**

**hereinafter called the "Municipality"**

**- and -**

**TRIBUTE (COLGAN 2) LIMITED**

**hereinafter called the "Owner"**

**WHEREAS the Owner is the registered owner of lands (the "Lands") attached hereto as Schedule "A" being a proposed Plan of Subdivision, as confirmed by the Owner's Solicitor in a certificate attached hereto as Schedule "A";**

**AND WHEREAS the Owner has applied to the Municipality for approval of the Plan of Subdivision relating to the Lands and for the purpose of registering the same (the "Plan of Subdivision");**

**AND WHEREAS the approval has been given to the subdivision by the Ontario Land Tribunal on the condition that the Owner enter into this Agreement and perform such requirements, construct and install such services, and provide such financial undertakings and such dedications or easements of lands to the Municipality and others as may be required therein;**

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**AND WHEREAS** the County of Simcoe (the “Upper-Tier Municipality”) was advised of the proposed development;

**AND WHEREAS** the parties also desire to enter into additional agreements to give effect to approval requirements of the Municipality which may extend beyond the requirements of a subdivision agreement and have therefore agreed to include such requirements in this Agreement as a consolidated Agreement;

**AND WHEREAS** subsection 51(26) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, permits the registration of this Agreement against the lands to which it applies and provides that the Municipality may enforce the terms and conditions of this Agreement against the Owner and any subsequent owners of the Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:



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**PART I****Basis of Agreement****1. Subject Lands**

This Agreement applies to the Lands, which lands are described in Schedule "A". The registered ownership of the Lands is confirmed by the Owner's solicitor in the Certificate attached hereto as Schedule "A".

**2. Scope of Agreement**

This Agreement shall define the obligations and duties of the Owner with respect to the subdivision of the Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of certain Works stipulated in this Agreement, which, without limiting the generality of the foregoing, may include the Public Works and Park Services and Additional Works to be provided and payments required to be made to the Municipality and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the Acceptance and Assumption of the Plan of Subdivision or any parts thereof.

**3. Schedules**

The following Schedules are attached hereto and form part of this Agreement:

- 3.1 "SCHEDULE A"**      **THE LANDS AND OWNERSHIP THEREOF:** being a description of the lands affected by this Agreement and a solicitor's certificate of ownership.
- 3.2 "SCHEDULE B"**      **THE APPROVED PLANS, DRAWINGS AND REPORTS:** being a schedule listing copies of the approved plans, drawings and reports referred to in Part II of this Agreement and filed at the offices of the Municipality.
- 3.3 "SCHEDULE C"**      **THE DEFINITIONS:** being a schedule of definitions for the purposes of administration of this Agreement.
- 3.4 "SCHEDULE D"**      **THE WORKS TO BE CONSTRUCTED:** being a schedule listing the Works to be constructed and maintained by the Owner pursuant to the terms of this Agreement.
- 3.5 "SCHEDULE E"**      **DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER:** being a schedule of certain financial obligations of the Owner.

- 3.6 “SCHEDULE F”**      **THE REQUIRED FORM AND AMOUNT OF SECURITIES AND DEPOSITS:** being a schedule of the amount and form of securities to be filed with the Municipality by the Owner prior to execution of this Agreement.
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- 3.9 “SCHEDULE I”**      **THE OWNER’S INDEMNIFICATION OF THE MUNICIPALITY:** being a schedule governing the Owner’s agreement to indemnify and save harmless the Municipality from all forms of claims and liabilities.
- 3.10 “SCHEDULE J”**      **THE CONDITIONS FOR THE ISSUANCE OF BUILDING PERMITS AND OCCUPANCY AND USE:** being a schedule which sets out the requirements of the Municipality which the Owner must meet for issuance of building permits and for occupancy and use of the development approved by this Agreement.
- 3.11 “SCHEDULE K”**      **THE GENERAL CONDITIONS OF APPROVAL:** being a schedule which outlines the general conditions to which the Owner agrees in executing this Agreement, and will carry out or comply with to the Municipality’s satisfaction.
- 3.12 “SCHEDULE L”**      **THE SPECIAL CONDITIONS OF APPROVAL:** being a schedule which outlines requirements in relation to specific Works and special terms and conditions to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality’s satisfaction.
- 3.13 “SCHEDULE M”**      **THE WORK SCHEDULE:** being a schedule which outlines requirements in relation to the timing of construction of Works and any associated terms and

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- 3.14 "SCHEDULE N"** **THE CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE OF WORKS:** being a schedule which outlines requirements in relation to conditions and requirements for acceptance of Works to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality's satisfaction.
- 3.15 "SCHEDULE O"** **THE CONDITIONS AND REQUIREMENTS FOR ASSUMPTION OF WORKS:** being a schedule which outlines requirements in relation to conditions and requirements for acceptance of Works to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality's satisfaction.
- 3.16 "SCHEDULE P"** **THE OWNER'S INSURANCE REQUIREMENTS:** being a schedule of the Insurance requirements with which the Owner must comply to the satisfaction of the Municipality.
- 3.17 "SCHEDULE Q"** **THE LANDS TO BE CONVEYED BY THE OWNER:** being a list of lands to be conveyed, dedicated or transferred to the Municipality or Upper-Tier Municipality.
- 3.18 "SCHEDULE R"** **RESTRICTIVE COVENANTS:** being a schedule which outlines the restrictive covenants to which the Owner agrees in executing this Agreement and which will run with the Lands.
- 3.19 "SCHEDULE S"** **NOTICES AND WARNING CLAUSES:** being a schedule which outlines the notices and warning clauses of which the Owner agrees to advise future purchasers as set out and required by this Agreement.
- 3.20 "SCHEDULE T"** **DEVELOPMENT CHARGES:** being a list of the applicable development charges and conditions pertaining thereto.
- 3.21 "SCHEDULE U"** **ONTARIO LAND SURVEYOR'S CERTIFICATE:** being a certificate from an Ontario Land Surveyor verifying



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the conformity of all lots and blocks in the Plan of Subdivision including areas and frontages of all lots and blocks with the Plan of Subdivision.

**3.22 "SCHEDULE V"** **THE UPPER-TIER APPROVAL CONDITIONS:** being a schedule which outlines the Upper-Tier Municipality conditions to which the Owner agrees in executing this Agreement, and will carry out or comply with to the Upper-Tier Municipality's satisfaction.

**3.33 "SCHEDULE W"** **OTHER AGENCIES APPROVAL CONDITIONS:** being a schedule which outlines Other Agencies conditions to which the Owner agrees in executing this Agreement, and will carry out or comply with to the Other Agencies' satisfaction.

The Schedules listed above and in the table of contents to this Agreement, and which are attached to this Agreement, are incorporated into this Agreement by reference and are deemed to be an integral part hereof.

## PART II

### Approved Works

#### **4. Construction of Works**

Following execution of this Agreement, the Owner shall construct, install or otherwise provide the Works required by this Agreement, including those identified in Schedules "B" and "D", on all public highways, streets, lanes and on all lots, blocks and other lands laid out in or related to the Plan of Subdivision and on public highways, streets, lanes and lands adjacent or related to the Lands. The Works may therefore include internal as well as external works.

#### **5. Approved Drawings**

The Owner covenants and agrees to construct the Works as shown on a set of drawings and reports, as listed in Schedule "B", inclusive, and any subsequent drawings as authorized by the Municipality, which may require updates to Schedule "B" as required by the Municipal Engineer up to the time the plans, drawings and reports are accepted for construction of the Works. The preparation of the drawings will be strictly undertaken and completed in accordance with the Municipality's design criteria, design standards, specifications and procedures (the "Design Criteria"). In the event that the Design Criteria are updated or modified by the Municipality, the Owner may be required to update the approved drawings in accordance with such modifications, but in no event may the Municipality require updates or changes to the approved drawings arising from updated or modified Design Criteria for a period of five (5) years from the date of the signing of this Agreement, except as otherwise required by law. For greater certainty, this limitation applies only to changes associated with a formal update to the Design Criteria and the Municipal Engineer reserves the right to require changes to the plans, drawings and reports in Schedule "B" as a result of ongoing technical review activities at any time before or after signature of this Agreement and prior to acceptance of the approved drawings for construction. The Owner's Engineer is to provide the Municipality with drawings and a list of the numbers, lengths, sizes, materials, specifications, etc. of all municipal infrastructure, including but not limited to, storm and sanitary sewers, watermains, roads, sidewalks and any other underground or above-ground appurtenances for approval of the prepared drawings by the Municipality.

#### **6. Approved Works**

The Owner acknowledges that the Municipality's review and approval of the submitted plans and drawings is on the basis of a proposal for the construction of a 329 unit plan of subdivision on the draft Plan of Subdivision completed by J.D. Barnes Limited, Reference Number 18-11-658-00-MP.

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The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the plans or drawings approved for construction by the Municipality without its prior written approval.

No construction shall take place contrary to such plans and drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said plans and drawings shall comply with all relevant provisions of the Building Code or zoning by-law or other by-law or laws of the Municipality, and all regulations or laws of any other governmental body. Where an alteration to the Works is proposed, a written submission to the Municipality must be made and such change must be approved in writing by the Municipality. Such approval may incorporate additional conditions or requirements. The request and approval shall be appended to this Agreement and shall form part of the Agreement, upon approval by the Municipality, without the necessity of a further amendment to the Agreement.

Subject to section 5 "Approved Drawings", the Municipality may alter required Works or specifications at any time prior to the approval of the approved drawings, the construction or installation of the Works in accordance with updates to its design criteria, design standards, specifications and procedures or in response to site conditions and any difficulties or problems encountered during construction of the development. Any such variation shall be provided to the Owner's Engineer in writing and shall be appended to an executed copy of this Agreement in the Municipality's offices, without necessitating an amendment to the registered Agreement. Such changes shall be required to be incorporated in the as-built drawings to be prepared by the Owner's Engineer pursuant to the requirements of this Agreement.

#### **7. Public and Park Works Vest in the Municipality**

The Owner covenants and agrees that all Public and Park Works, notwithstanding the earlier conveyance of lands or interests in lands related to the Public and Park Works, shall vest in the Municipality following construction and Assumption by the Municipality by by-law. The Owner shall have no claims or rights thereto other than those accruing to it as an Owner of land abutting streets upon which services have been installed.

#### **8. Conformity with Agreement and Other Approvals**

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms and conditions of this Agreement (including the Schedules attached herewith), the approved Plan of Subdivision, all other plans and specifications submitted to and accepted by the Municipality, and by such other agencies or approval authorities as may be applicable.

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The Owner shall, prior to commencing any work on the Lands with respect to the proposed development, obtain all necessary permits and approvals from the Municipality and from all Federal and Provincial departments and ministries, utilities and other agencies and shall provide the Municipality with a copy of the permits and approvals other than those issued by the Municipality.

**PART III****Terms and Conditions****9. Registration of Plan**

The Owner covenants and agrees that the Municipality shall register the Plan of Subdivision as soon as possible upon Final Approval by the Municipality.

**10. Registration of Agreement**

The parties hereby covenant and agree that this Agreement, and any Schedules attached hereto, will be registered by the Municipality upon title to the Lands. The Owner further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendment thereto, notwithstanding that such registration may have been solely at the instance of the Municipality.

The Owner hereby consents that the registration of this Agreement upon the Lands constitutes a first lien upon the Lands (not subject to any other liens or encumbrances) save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent lands, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services, as security for any financial obligation of the Owner pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any court and all or any part of the Lands may be realized as security for such lien in the same manner as if the Municipality was enforcing its financial rights as a mortgagee under a mortgage.

The Owner covenants and agrees that it is bound to this Agreement upon executing this Agreement regardless of when or if it is registered.

This Agreement shall be binding on the Owner and all future owners and shall run with the Lands.

**11. Inhibiting Order**

The Owner covenants and agrees to present an application for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Plan of Subdivision. The Owner covenants to do nothing that will affect the registered title of the Lands until the inhibiting order is entered against title to the Lands. The Owner acknowledges that the Municipality shall not be obligated to register any documents in compliance with the inhibiting order, or to apply to have the inhibiting order removed from title, until the Owner has

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supplied all documents in compliance with this Agreement in registerable form to the Municipality and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages, liens or encumbrances with respect to the Lands have been registered against title to the Lands.

## **12. First Priority; Postponement and Subordination**

This Agreement shall be registered as first priority against title to the Lands by the Owner and shall take priority over any vendor take-back mortgages or subsequent mortgages, charges and registrations, liens or any other encumbrances against title to the Lands.

The Owner agrees, at its own expense, to obtain and register such documentation from any mortgagee or other encumbrances as may be deemed necessary by the Municipality to give first priority to this Agreement.

## **13. Mortgagee Becoming Owner**

In the event of a mortgagee becoming the Owner of the Lands under the mortgage by way of foreclosure, purchase or otherwise beneficially or in trust, and any lands to be transferred to, dedicated to or registered in the name of the Municipality pursuant to this Agreement shall be free of the mortgage, and the mortgagee shall deliver a registered discharge of the mortgage on those lands if called upon by the Municipality to do so.

In the event of a mortgagee becoming the Owner of the Lands, or any part thereof, the mortgagee shall be subject to the terms of this Agreement as though it had executed this Agreement in the capacity of Owner.

## **14. Assignment or Transfer of Mortgagee**

In the event of a mortgagee assigning or transferring a mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee has executed this Agreement.

## **15. Building and Occupancy Permits**

The Owner acknowledges that compliance with the *Ontario Building Code* and the regulations thereunder is mandatory. This also includes compliance with applicable law. The requirements associated with approval of development in this Agreement are intended to satisfy requirements of applicable law.

The Owner covenants and agrees that no building permits to construct any buildings or structures contemplated under this Agreement shall be applied for and no permits shall be granted until this Agreement has been fully executed and registered on title

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to the Lands and the conditions and requirements for a building permit as set out herein have been met to the Municipality's satisfaction.

The Owner agrees to include in any of Agreement of Purchase and Sale that on or before Closing, it is required to deliver to the Purchaser an Occupancy Permit issued by the Chief Building Official of the Municipality, such that no closing may occur until the Chief Building Official is satisfied that the conditions for such Permit have been satisfied. Such conditions include (but are not limited to) that full sanitary and water services are available and functioning to the satisfaction of the Municipal Engineer.

Any building permit issued is conditional upon the Owner's performance of its obligations under this Agreement. Accordingly, the Owner agrees that any building permit issued requires that the Owner perform its obligations and comply with all of its requirements under this Agreement and that the Municipality is entitled to revoke any issued building permit upon the Owner's default in complying with any provision of this Agreement, or to issue an order to comply, stop work order or such other order or notice as may be applicable pursuant to its obligations under this Agreement.

#### **16. Consolidated Agreement**

The Owner acknowledges that this Agreement is a consolidated Agreement incorporating all of the Municipality's requirements which may or may not extend beyond the normal requirements of subdivision approval. It is further agreed that these requirements are incorporated into this Agreement as a consolidated Agreement in accordance with the Municipality's powers and rights under both the *Municipal Act* and the *Planning Act*, both as may be amended from time to time.

#### **17. Development Changes**

The Owner acknowledges and agrees that there shall be no changes to this Agreement, or the Schedules attached hereto which form part of the Agreement, unless and until such changes have been approved in writing by the Municipality.

#### **18. Development to Proceed Expeditiously**

This Agreement requires that construction of the Works commence within one (1) year and be substantially completed within five (5) years of the registration of this Agreement unless otherwise changed hereunder.

If the construction of the Works governed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by

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the Owner or for any credits for services or works in lieu of payment of any development charges made pursuant to this Agreement.

In the event that the Works, are not substantially completed within five (5) years from the date of the registration of this Agreement, the Municipality may, at its option, at anytime after five (5) years of the date of execution of this Agreement, declare this Agreement to be in default. Any securities held at the time of default of this Agreement by the Municipality shall be returned forthwith to the Owner less the Municipality's expenses for rendering the Lands safe and presentable, together with its overhead expenses, or, at the Municipality's discretion, the Municipality may fully complete the Works required by this Agreement utilizing the securities to recover associated costs, together with overhead, legal or other expenses. Where securities are insufficient to recover costs for such Works, the Municipality may take any measures to recover its costs pursuant to applicable clauses of this Agreement and/or so permitted by law. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for services or works in lieu of payment of any development charges made pursuant to this Agreement.

**19. Extension of Time**

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

**20. Default**

If, in the opinion of the Municipality, the Owner:

- a) has improperly carried out the Works required by this Agreement.
- b) has neglected or abandoned the Works before completion.
- c) has unreasonably delayed the installation of Works so that the conditions of this Agreement are violated, or executed carelessly, or in bad faith.
- d) has neglected or refused to renew or again install the Works as may have been rejected by the Municipality as defective or unsuitable, or,
- e) has defaulted in performing the terms of this Agreement,

then, the Municipality shall notify the Owner in writing of such default. If the default is not remedied within seven (7) calendar days of such notification, then the Municipality has the authority to immediately purchase services, materials, tools and machinery, and to employ workers, as in its opinion are required for the completion of the Works, all at the expense of the Owner. The cost of the Works shall be calculated by the Municipality whose decision shall be final.



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The cost of the Works shall include a management fee not exceeding twenty percent (20%) of all purchasing, labour, material and machine time and other charges incurred to complete the Works.

The Municipality shall not be entitled to rely on this section, nor shall the Owner be considered to be in default of its obligations under this Agreement in the event of any strike, lock-out, labour dispute, act of God, pandemic, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire or other casualty, which events are beyond the reasonable control of the Owner and render it impossible for the Owner to fulfill its obligations under this Agreement.

For greater certainty, this exception does not relieve the Owner from its responsibility to fulfill its obligations under this Agreement once such events that render performance impossible cease, in whole or in part, or limit the Municipality's authority to seek remedial actions under this Agreement should the Owner fail to perform in such circumstances. In the event that any of the listed circumstances arise, the Municipal Engineer may extend the time for completion of Works or remedying of any default.

**21. Notice**

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Tribute Communities  
1815 Ironstone Manor, Unit 1  
Pickering ON L1W 3W9  
Fax: 905-839-3757  
Contact: Trevor Mackenzie Vice President, Site Servicing

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission or email shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Director of Infrastructure & Development  
Township of Adjala-Tosorontio  
7855 30<sup>th</sup> Sideroad, R.R. #1  
Alliston, ON L9R 1V1

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

## **22. Governing Law**

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

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the Lands.

In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction. Without limiting the generality of the foregoing, the Owner shall comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Safe Drinking Water Act*, the *Clean Water Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act*, the *Safe Drinking Water Act* or the *Ontario Water Resources Act* or any regulations, policies or guidelines thereto. The Owner shall handle and dispose of all materials in accordance with the foregoing legislation.

## **23. Entry by Municipality**

Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the Works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

## **24. Compliance**

Any action taken by the Municipality or on its behalf, pursuant to this Agreement, shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Owner for the performance of its covenants and Agreements herein and upon default on the part of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to utilize all of the

applicable the provisions of the *Municipal Act*, as may be amended from time to time.

#### **25. Consent to Registration and Further Assurances**

The Owner consents to the registration of this Agreement by the Municipality upon the title of the subject Lands at the expense of the Owner and agrees to execute such further and other documents, consents or applications as required for the purpose of securing registration and giving effect to the provisions of this Agreement.

#### **26. No Challenge to Agreement**

The Owner covenants and agrees not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

#### **27. Successors & Assigns**

It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Lands.

#### **28. Interpretation of Agreement**

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes (including GST/HST).
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated

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from to time to time and any successor statute thereto and any reference herein which may be incomplete or outdated shall be taken to mean the complete or current version of the applicable statute.

- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) This Agreement contains standard clauses and operational clauses which may or may not apply from time to time or in the context of the development and the intent of the agreement. All requirements and clauses of this Agreement shall be interpreted as to the intent of the Agreement and the applicability of the requirement or clause in that context. Where applicability requires clarification, the Municipality's Engineer shall make the determination of applicability in its sole and unfettered discretion.
- (i) Where interpretation of technical matters requires further clarification or is disputed, the Municipal Engineer shall make the interpretation.

**29. Waiver**

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.

**30. No Fettering of Discretion**

Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor Councils in the exercise of any

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of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

### **31. Assumption by Owner of Obligations**

The Owner's assumption of the obligations imposed by this Agreement is one of the considerations without which the Municipality or the Ontario Land Tribunal or its predecessors, as applicable, would not:

- a) have zoned the property for the development.
- b) approved of the subdivision.
- c) have executed this consolidated Agreement, or,
- d) have issued any building permit with respect to the Lands.

### **32. Administration of Agreement**

Unless otherwise specifically indicated, this Agreement shall be administered and enforced by the Director of Infrastructure & Development of the Municipality. The Director may assign all or some of these duties to other employees and or agents of the Municipality.

### **33. Counterparts**

The parties acknowledge and agree that this Agreement and any Schedules hereto may be executed in counterparts, which, taken together, shall constitute one and the same instrument. Facsimile copies of counterparts of this Agreement shall be deemed to be originals and shall be binding upon the parties executing same in the same manner as if each party had executed the original.

### **34. Release of Agreement from Title**

The Municipality covenants and agrees to release only those parts of this Agreement which deal with the construction and maintenance of Works from title to the Lands following the expiration of any Guarantee Period following Assumption of the Public Works and Park Services, save and except for such clauses in this Agreement which require the holding of securities or deposits for periods past the Acceptance of lot grading and landscaping and the expiration date of the Guarantee Period following Assumption of the Public Works and/or Park Services, and those clauses which are to be binding upon the Owner and the Lands in perpetuity.

### **35. Electronic Registration**

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The Owner consents to the registration of this Agreement by the Municipality upon title to the Lands at the expense of the Owner and agrees to execute such further and other documents, consents or applications as may be required for the purpose of securing registration and giving effect to the provisions of this Agreement.

The parties hereto authorize and direct the Municipality's solicitor to electronically register this Agreement on their behalf on title to the subject Lands and to complete and sign a Notice under Section 71 of the *Land Titles Act*, R.S.O. 1990, c. L.5, as may be amended from time to time, on their behalf to effect registration.

### **36. Entire Agreement**

This Agreement and the Schedules and any other documents referred to in this Agreement and on file at the Municipality's office constitute the entire agreement between the parties.

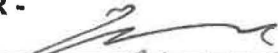
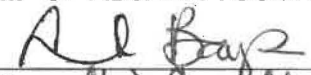
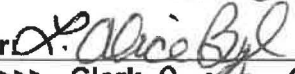
**PART IV**

**Execution**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement having affixed their respective seals under the hands of their proper officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**

This 9th day of November, 2021.

) **OWNER -**  
 ) **Per:**   
 ) **(name & title)** AT Libfeld, President  
 ) **I have full authority to the bind the**  
 ) **Corporation**  
 )  
 )  
 ) **THE CORPORATION OF THE**  
 ) **TOWNSHIP OF ADJALA-TOSORONTIO:**  
 ) **Per:**   
 ) **>>>> - Mayor** Chair Councilor Annette Baye  
 ) **Per:**   
 ) **>>>> - Clerk** Deputy Clerk L. Alice Byl  
 ) **We have authority to bind the Corporation.**  
 )

**SCHEDULE "A"**  
**THE LANDS AND OWNERSHIP THEREOF**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**LEGAL DESCRIPTION OF LANDS**

**PIN 58179-0347**

**Part of Lot 11, Concession 7 Adjala, designated as Part 1 on Plan 51R35294; Adjala-Tosorontio**

**SOLICITOR'S CERTIFICATE OF OWNERSHIP**

I, Arthur Shapero

a Solicitor of Ontario, do hereby certify that Tribute (Colgan 2) Limited is the Owner in fee simple of all land described in Schedule "A" to the Subdivision Agreement herein referred to.

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

Instrument No. SC1604214 registered June 27, 2019 being a Charge from Tribute (Colgan 2) Limited in favour of Royal Bank of Canada.

Reference Plan 51R35294 registered March 29, 2007.

The reservations, limitations and exceptions to title under the *Land Titles Act* as set out in Section 44(1) of the *Land Titles Act* and as noted on the PIN page.

I further certify that Tribute (Colgan 2) Limited

is the Owner in fee simple of all land to be conveyed to the Municipality pursuant to the said Subdivision Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgagees or other encumbrances.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at Toronto this 25<sup>th</sup> day of October, 2021.

TO: THE TOWNSHIP OF ADJALA-TOSORONTIO

  
\_\_\_\_\_  
Arthur Shapero – Owens Wright LLP  
Solicitor for the Owner(s)



*Tribute (Colgan 2) Limited Subdivision Agreement - November 9, 2021*

**SCHEDULE "B"**  
**THE APPROVED PLANS, DRAWINGS AND REPORTS**

**NOTE:** It is understood and agreed that this Schedule, which describes the approved draft plan of subdivision, plans, drawings and reports referred to and filed at the offices of the Municipality, forms part of the Agreement to which it is appended.

The Owner shall develop the Lands according to the following plans and drawings:

**Internal**

*Detailed Design Drawing Set – Tribute Colgan 2 - Phase 1 & 2 - 4<sup>th</sup> Submission*

Drawing:	Title:	Prepared By:	Rev. No. & Date:
100A	Title Sheet	Crozier Consulting Engineers (Crozier)	August, 2021
100B	Sheet List	Crozier	August, 2021
101	Draft Plan	Jones Consulting Group	June 27, 2018
102	M-Plan	JD Barnes	March 19, 2019
103A	General Plan of Services (North Part)	Crozier	August, 2021
103B	General Plan of Services (South Part)	Crozier	August, 2021
104A	Site Grading Plan (North East Part)	Crozier	August, 2021
104B	Site Grading Plan (North West Part)	Crozier	August, 2021
104C	Site Grading Plan (West Part)	Crozier	August, 2021
104D	Site Grading Plan (East Part)	Crozier	August, 2021
104E	Site Grading Plan (South East Part)	Crozier	August, 2021
104F	Grading Cross Sections	Crozier	August, 2021
105A	Water Distribution Plan 1	Crozier	August, 2021
105B	Water Distribution Plan 2	Crozier	August, 2021
106A	Sanitary Drainage Plan (North Part)	Crozier	August, 2021
106B	Sanitary Drainage Plan (South Part)	Crozier	August, 2021
106C	Sanitary Drainage Plan (External South Part)	Crozier	August, 2021
107A	Storm Drainage Plan (North Part)	Crozier	August, 2021
107B	Storm Drainage Plan (South Part)	Crozier	August, 2021
108A	Plan & Profile Street A From County Rd. 14 To 280m North of County Rd. 14	Crozier	August, 2021
108B	PLAN & PROFILE STREET A FROM 280m NORTH OF COUNTY RD. 14 TO STREET F	Crozier	August, 2021
108C	Plan & Profile Street K From Street A To Concession 8	Crozier	August, 2021
108D	PLAN & PROFILE STREET J FROM STREET K WEST TO 200m SOUTH OF STREET K	Crozier	August, 2021

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108E	PLAN & PROFILE STREET J FROM 200m SOUTH OF STREET K TO 320m SOUTHEAST OF STREET K	Crozier	August, 2021
108F	PLAN & PROFILE STREET J FROM 320m SOUTHEAST OF STREET K TO STREET K EAST	Crozier	August, 2021
108G	PLAN & PROFILE STREET H FROM STREET A TO 100m EAST OF STREET A	Crozier	August, 2021
108H	PLAN & PROFILE STREET H FROM 100m EAST OF STREET A TO STREET K	Crozier	August, 2021
108I	Plan & Profile Street I From Street K To Street G	Crozier	August, 2021
108J	PLAN & PROFILE STREET G FROM STREET A TO 120m WEST OF STREET A	Crozier	August, 2021
108K	PLAN & PROFILE STREET G FROM 120m WEST OF STREET A TO 240m NORTHWEST OF STREET A	Crozier	August, 2021
108L	PLAN & PROFILE STREET G FROM 240m NORTHWEST OF STREET A TO STREET A	Crozier	August, 2021
108M	Plan & Profile Street G From Street A To Street To Concession 8	Crozier	August, 2021
108R	PLAN & PROFILE STREET D FROM 130m WEST OF STREET A TO STREET A	Crozier	August, 2021
109A	Stormwater Management Facility	Crozier	August, 2021
109B	Stormwater Management Facility Sections A-A & C-C	Crozier	August, 2021
109C	Stormwater Management Facility Section B-B & Details	Crozier	August, 2021
110A	Erosion And Sediment Control Plan Stage 1 - Topsoil Stripping & Site Preparation	Crozier	August, 2021
110B	Erosion And Sediment Control Plan Stage 2 - Pre-Grading	Crozier	August, 2021
110C	Erosion And Sediment Control Plan Stage 3 - Phase 1 Servicing	Crozier	August, 2021
111	Plan, Profile, & Section Rlcb 1, 2 & 3	Crozier	August, 2021
112A	Composite Utility Plan (North Part)	Crozier	August, 2021
112B	Composite Utility Plan (South Part)	Crozier	August, 2021
113A	Pavement Markings & Signage Plan (North Part)	Crozier	August, 2021

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113B	Pavement Markings & Signage Plan (South Part)	Crozier	August, 2021
E001-1	Specification, Legend & Drawing List	Crozier	August, 2021
E100-1	Site Plan Phase 1 - Photometric (North)	Crozier	August, 2021
E101-1	Site Plan Phase 1 - Photometric (South)	Crozier	August, 2021
E102-1	Lighting Details Phase 1	Crozier	August, 2021
E110-1	Site Plan Phase 1 - Electrical (North)	Crozier	August, 2021
E111-1	Site Plan Phase 1 - Electrical (South)	Crozier	August, 2021
E112-1	Site Electrical Details	Crozier	August, 2021
Phase 2		Crozier	August, 2021
123	General Plan of Services	Crozier	August, 2021
124A	Site Grading Plan (West Central Part)	Crozier	August, 2021
124B	Site Grading Plan (South Part)	Crozier	August, 2021
124C	Site Grading Plan (Southwest Part)	Crozier	August, 2021
124D	Grading Cross Section A-A	Crozier	August, 2021
128A	PLAN & PROFILE STREET D FROM STREET A TO 320m WEST OF STREET A	Crozier	August, 2021
128B	PLAN & PROFILE STREET D FROM 320m WEST OF STREET A TO 520m OF NORTHWEST OF STREET A	Crozier	August, 2021
128C	PLAN & PROFILE STREET D FROM 520m NORTHWEST OF STREET A TO 130m WEST OF STREET A NORTH	Crozier	August, 2021
128D	Plan & Profile Street E, from Street D South to Street D North	Crozier	August, 2021
128E	Plan & Profile Street F, from Street D to Street A	Crozier	August, 2021
130A	Sediment & Erosion Control Plan Stage 4 - Phase 2 Servicing	Crozier	August, 2021
130B	Erosion & Sediment Control Details & Notes	Crozier	August, 2021
131	Plan, Profile, & Section R1cb 4	Crozier	August, 2021
E001-2	Specification, Legend & Drawing List	Crozier	August, 2021
E100-2	Site Plan Phase 2 - Photometric	Crozier	August, 2021
E101-2	Lighting Details Phase 2	Crozier	August, 2021
E110-2	Site Plan Phase 2 - Electrical	Crozier	August, 2021
E111-2	Site Electrical Details & Schedules	Crozier	August, 2021
135A	General Notes and Details	Crozier	August, 2021
135B	Ontario Provincial Standard Drawings	Crozier	August, 2021
135C	Ontario Provincial Standard Drawings	Crozier	August, 2021

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135D	Ontario Provincial Standard Drawings	Crozier	August, 2021
135E	Ontario Provincial Standard Drawings	Crozier	August, 2021
135F	Retaining Wall Details	Crozier	August, 2021
GEN1	Colgan WWTP	EXP	August, 2021

**Stormwater Management Pond Outfall Design – Colgan 1 & 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
GEO-1	SWMP Outfall Design and Cross Section (Colgan 1)	Geo Morphix	June, 2021
GEO-2	SWMP Outfall Design and Cross Section (Colgan 2)	Geo Morphix	June, 2021
GEO-3	Slope Stabilization Planform and Restoration Details	Geo Morphix	June, 2021
DET-1	SWMP Outfall Design Restoration Details (Colgan 1)	Geo Morphix	June, 2021
DET-2	SWMP Outfall Design Restoration Details (Colgan 1)	Geo Morphix	June, 2021
DET-3	SWMP Outfall Design Restoration Details (Colgan 2)	Geo Morphix	June, 2021
DET-4	SWMP Outfall Design Restoration Details	Geo Morphix	June, 2021
PESC-1	SWMP Outfall Design Phasing & Erosion and Sediment Control (Colgan 1 & 2)	Geo Morphix	June, 2021
PESC-2	SWMP Outfall Design Phasing & Erosion and Sediment Control Details (Colgan 1 & 2)	Geo Morphix	June, 2021

**External & Water Supply****Concession Road 8 90% Design Drawing Set – Colgan 1 & 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
150	Title & Index	Crozier	August, 2021
150A	Removals and Erosion & Sediment Control Plan 1	Crozier	August, 2021
150B	Removals and Erosion & Sediment Control Plan 2	Crozier	August, 2021
150C	Removals and Erosion & Sediment Control Plan 3	Crozier	August, 2021
151A	Plan & Profile Sta 0+000 to Sta 0+290	Crozier	August, 2021
151B	Plan & Profile Sta 0+290 to Sta 0+575	Crozier	August, 2021
151C	Plan & Profile Sta 0+575 to Sta 0+920	Crozier	August, 2021
151D	Plan & Profile Sta 0+920 to Sta 1+260	Crozier	August, 2021
151E	Plan & Profile Sta 1+260 to Sta 1+580	Crozier	August, 2021
151F	Plan & Profile Sta 1+580 to Sta 1+796	Crozier	August, 2021
152	Typical Sections	Crozier	August, 2021
152A	Sections Sta 0+000 to Sta 0+249	Crozier	August, 2021
152B	Sections Sta 0+319 to Sta 0+704	Crozier	August, 2021
152C	Sections Sta 0+720 to Sta 0+931	Crozier	August, 2021
152D	Sections Sta 0+940 to Sta 1+138	Crozier	August, 2021

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152E	Sections Sta 1+176 to Sta 1+420	Crozier	August, 2021
153	Signage & Pavement Markings	Crozier	August, 2021
154A	General Notes & Details	Crozier	August, 2021
154B	Details	Crozier	August, 2021
1300A	Colgan PRV Chamber - Legend and Abbreviations	Crozier	August, 2021
1300B	Colgan PRV Chamber - Legend and Abbreviations	Crozier	August, 2021
1301	Colgan PRV Chamber - Process and Instrumentation Diagram	Crozier	August, 2021
P301	Colgan PRV Chamber - Plan, Sections and Detail	Crozier	August, 2021

*County Road 14 90% Design Drawing Set – Colgan 1 & 2*

<b>Drawing:</b>	<b>Title:</b>	<b>Prepared By:</b>	<b>Rev. No. &amp; Date:</b>
500	Title and Index	Crozier	August, 2021
501	Construction Notes and Details	Crozier	August, 2021
502	Horizontal Alignments	Crozier	August, 2021
503	Horizontal Alignments	Crozier	August, 2021
504	Removals and Erosion & Sediment Control Plan	Crozier	August, 2021
505	New Construction Sta. 9+610.20 to 9+900	Crozier	August, 2021
506	New Construction Sta. 9+900 to 10+248.80	Crozier	August, 2021
507	Typical Sections	Crozier	August, 2021
508	Typical Sections	Crozier	August, 2021
509	Typical Sections	Crozier	August, 2021
510	Typical Sections	Crozier	August, 2021
511	Pavement Elevations & Details Plan - Sta. 9+600 to 9+910	Crozier	August, 2021
512	Pavement Elevations & Details Plan - Sta. 9+910 to 10+248.80	Crozier	August, 2021
513	Grading and Drainage Plan Sta. 9+600 to 9+900	Crozier	August, 2021
514	Grading and Drainage Plan Sta. 9+900 to 10+248.80	Crozier	August, 2021
515	Signage & Pavement Markings	Crozier	August, 2021
E001-EXT	Specifications, Legend & Drawing List	Crozier	August, 2021
E100-EXT	County Road 14 - Photometrics	Crozier	August, 2021
E101-EXT	Site Lighting Details	Crozier	August, 2021
E110-EXT	County Road 14 - Electrical	Crozier	August, 2021
E111-EXT	Site Electrical Details & Schedules	Crozier	August, 2021

*Colgan PRV Chamber – Colgan 1 & 2*

<b>Drawing:</b>	<b>Title:</b>	<b>Prepared By:</b>	<b>Rev. No. &amp; Date:</b>
I300A	Legend and Abbreviations (1)	R.V. Anderson Associates Ltd. (RVA)	August, 2021
I300B	Legend and Abbreviations (2)	RVA	August, 2021
I301	Process and Instrumentation Diagram	RVA	August, 2021

## Tribute (Colgan 2) Limited Subdivision Agreement - November 9, 2021

P301	Plan, Sections and Details	RVA	August, 2021
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**Colgan Water Supply – Colgan 1 & 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
CS	Coversheet, List of Drawings, And Site Location Plan	RVA	August, 2021
I01	Legends & Abbreviations	RVA	August, 2021
P01	Legends & Abbreviations	RVA	August, 2021
E01	Legends, Symbols & Abbreviations	RVA	August, 2021
G001	Site Plan	RVA	August, 2021
E001	Electrical Site Plan	RVA	August, 2021
C001	Site Grading Plan	RVA	August, 2021
C002	Servicing Plan	RVA	August, 2021
C003	Erosion And Sediment Control Plan	RVA	August, 2021
C004	General Notes & Details	RVA	August, 2021
P001	Process Flow Diagram	RVA	August, 2021
I001	Network Architecture Diagram	RVA	August, 2021
S101	Storage Tank Foundation	RVA	August, 2021
P101	Plan	RVA	August, 2021
P102	Sections	RVA	August, 2021
P103	Sections	RVA	August, 2021
E101	Single Line Diagram	RVA	August, 2021
A202	Single Line Diagram	RVA	August, 2021
A203	3d Views	RVA	August, 2021
S201	Plan & Section	RVA	August, 2021
P201	Slab Details	RVA	August, 2021
P1001	Process Typical Details (1)	RVA	August, 2021
S1001	Structural Details	RVA	August, 2021

**EFI Package - Booster Pump Station**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
P-4646-B-001.2	Booster Pump Station	Engineered Fluid Inc.	July, 2021

**Landscape****Landscape – Final – Colgan 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
ST-1	Street Tree Planting and Fencing Layout Plan	The MBTW Group (MBTW)	May, 2021
ST-2	Street Tree Planting and Fencing Layout Plan	MBTW	May, 2021
ST-3	Street Tree Planting and Fencing Layout Plan	MBTW	May, 2021
ST-4	Street Tree Planting and Fencing Layout Plan	MBTW	May, 2021
ST-5	Street Tree Planting and Fencing Layout Plan	MBTW	May, 2021
ST-6	Street Tree Planting and Fencing Layout Plan	MBTW	May, 2021
D-1	Details And Notes	MBTW	May, 2021
F-1	Fencing Details and Notes	MBTW	May, 2021
SWM-1	Swm Pond Planting Plan	MBTW	May, 2021
SWM-2	SWM Pond Seeding and Topsoil Depth Plan	MBTW	May, 2021

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SWM-3	Swm Pond Details & Plant Quantities	MBTW	May, 2021
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**Electrical and CUP****County Rd 14 – 90% Submission – Electrical Drawing**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
E001-EXT	Specifications, Legend & Drawing List	Crozier	August, 2021
E100-EXT	County Road 14 – Photometrics	Crozier	August, 2021
E101-EXT	Site Lighting Details	Crozier	August, 2021
E110-EXT	County Road 14 – Electrical	Crozier	August, 2021
E111-EXT	Site Electrical Details and Schedules	Crozier	August, 2021

**Composite Utility Plan – Final – Colgan 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
112A	Composite Utility Plan (North Part)	Crozier	August, 2021
112B	Composite Utility plan (South Part)	Crozier	August, 2021

**Electrical Phase 1 – Final – Colgan 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
E001-1	Specifications, Legend & Drawing List	Crozier	August, 2021
E100-1	Site Plan Phase 1 – Photometric (North)	Crozier	August, 2021
E101-1	Site Plan Phase 1 – Photometric (South)	Crozier	August, 2021
E102-1	Lighting Details Phase 1	Crozier	August, 2021
E110-1	Site Plan Phase 1 – Electrical (North)	Crozier	August, 2021
E111-1	Site Plan Phase 1 – Electrical (South)	Crozier	August, 2021
E112-1	Site Electrical Details & Schedules	Crozier	August, 2021

**Electrical Phase 2 – Final – Colgan 2**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
E001-2	Specifications, Legend & Drawing List	Crozier	August, 2021
E100-2	Site Plan Phase 2 – Photometric	Crozier	August, 2021
E101-2	Lighting Details Phase 2	Crozier	August, 2021
E110-2	Site Plan Phase 2 – Electrical	Crozier	August, 2021
E111-2	Site Electrical Details & Schedules	Crozier	August, 2021

**Wastewater Treatment Plant****Legal Survey:**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
TRI-16092-C2-DP5	Draft Plan of Subdivision	Jones Consulting Group Ltd.	December, 2017

**Forcemain in Subdivision:**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
108K	Plan & Profile Street G	Crozier	July, 2021
108L	Plan & Profile Street G	Crozier	July, 2021
108M	Plan & Profile Street G	Crozier	July, 2021
151A	Plan & Profile STA 0+000 to STA 0+290	Crozier	July, 2021

**Forcemain Installation on Concession Road 8:**

Drawing:	Title:	Prepared By:	Rev. No. & Date:
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GEN1	General Notes	EXP	April, 2021
PP 1	Plan & Profile 1	EXP	April, 2021
PP 2	Plan & Profile 2	EXP	April, 2021
PP 3	Plan & Profile 3	EXP	April, 2021
PP 4	Plan & Profile 4	EXP	April, 2021
PP 5	Plan & Profile 5	EXP	April, 2021
PP 6	Plan & Profile 6	EXP	April, 2021
PP 7	Plan & Profile 7	EXP	April, 2021
PP 8	Plan & Profile 8	EXP	April, 2021
PP 9	Plan & Profile 9	EXP	April, 2021
PP 10	Plan & Profile 10	EXP	April, 2021
PP 11	Plan & Profile 11	EXP	April, 2021
PP 12	Plan & Profile 12	EXP	April, 2021
PP 13	Plan & Profile 13	EXP	April, 2021
PP 14	Plan & Profile 14	EXP	April, 2021
PP 15	Plan & Profile 15	EXP	April, 2021
PP 16	Plan & Profile 16	EXP	April, 2021
PP 17	Plan & Profile 17	EXP	April, 2021
PP 18	Plan & Profile 18	EXP	April, 2021

## Colgan WWTP 95% Design Drawings-A - Coversheets:

Drawing:	Title:	Prepared By:	Rev. No. & Date:
	Coversheet 1 of 2	EXP	July, 2021
	Coversheet 2 of 2	EXP	July, 2021

## Colgan WWTP 95% Design Drawings-B - Structural:

Drawing:	Title:	Prepared By:	Rev. No. & Date:
3-1	Foundation Plan	EXP	July, 2021
3-2	Slab-on-Grade Plan	EXP	July, 2021
3-1	Foundation Plan	EXP	July, 2021
3-2	Slab-On-Grade Plan	EXP	July, 2021
3-3	Headworks Roof Slab Plan and Elevations	EXP	July, 2021
3-4	Building Foundation Sections Sheet I	EXP	July, 2021
3-5	Building Foundation Sections Sheet II	EXP	July, 2021
3-6	Headworks Wall Elevations and Details	EXP	July, 2021
3-7	Wastewater Treatment Tank Foundation Wall Sections Sheet I	EXP	July, 2021
3-8	Wastewater Treatment Tank Foundation Wall Sections Sheet II	EXP	July, 2021
3-9	Wastewater Treatment Tank Foundation Wall Sections Sheet III	EXP	July, 2021
3-10	Foundation Sections and Details Sheet I	EXP	July, 2021
3-11	Foundation Sections and Details Sheet II	EXP	July, 2021
3-12	Foundations Sections and Details Sheet III	EXP	July, 2021
3-13	Slab-On-Grade Sections and Details	EXP	July, 2021
4-1	Typical Masonry Details Sheet I	EXP	July, 2021
4-2	Typical Masonry Details Sheet II	EXP	July, 2021
5-1	Steel Framing Plan and Schedules	EXP	July, 2021
5-2	Steel Framing Plans and Details	EXP	July, 2021
5-3	Steel Framing Building Sections	EXP	July, 2021
5-4	Steel Framing Elevations and Details Sheet I	EXP	July, 2021
5-5	Steel Framing Elevations and Details Sheet II	EXP	July, 2021



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5-6	Steel Framing Elevations And Details Sheet III	EXP	July, 2021
5-7	Truss Elevations and Details	EXP	July, 2021

*Colgan WWTP 95% Design Drawings-C - Architectural:*

Drawing:	Title:	Prepared By:	Rev. No. & Date:
6-1	Schedules	Desimone Architect Inc.	April, 2021
6-2	Ground Floor Plan	Desimone Architect Inc.	April, 2021
6-3	Air Pressure Plan	Desimone Architect Inc.	April, 2021
6-4	Lower Roof Plan	Desimone Architect Inc.	April, 2021
6-5	Upper Roof Plan	Desimone Architect Inc.	April, 2021
6-6	Partial Floor Plans	Desimone Architect Inc.	April, 2021
6-7	Reflected Ceiling Plan	Desimone Architect Inc.	April, 2021
6-8	Building Elevations	Desimone Architect Inc.	April, 2021
6-9	Building Sections	Desimone Architect Inc.	April, 2021
6-10	Building Sections	Desimone Architect Inc.	April, 2021
6-11	Building Sections	Desimone Architect Inc.	April, 2021
6-12	Wall Sections	Desimone Architect Inc.	April, 2021

*Colgan WWTP 95% Design Drawings-D - Mechanical:*

Drawing:	Title:	Prepared By:	Rev. No. & Date:
21-1	Fire Protection Layout	EXP	July, 2021
22-1	Plumbing Sanitary Layout	EXP	July, 2021
22-2	Plumbing Domestic Water Layout	EXP	July, 2021
22-3	Plumbing Details	EXP	July, 2021
22-4	Typical Seismic Details	EXP	July, 2021
23-1	Ventilation Layout	EXP	July, 2021
23-2	Refrigerant Layout	EXP	July, 2021
23-3	Hollowcore Ventilation Plan and Sections	EXP	July, 2021
25-1	Controls Floor Plan and Schematics	EXP	July, 2021
25-2	Controls Schematic	EXP	July, 2021

*Colgan WWTP 95% Design Drawings-E – Electrical:*

Drawing:	Title:	Prepared By:	Rev. No. & Date:
26-1	Site Plan, Legend and Details	EXP	July, 2021
26-2	Electrical Single Line Diagram	EXP	July, 2021
26-3	Power Layout and Details	EXP	July, 2021
26-4	Mechanical Power Plan	EXP	July, 2021
26-5	Lighting Layout	EXP	July, 2021
26-6	Instrumentation Layout	EXP	July, 2021
26-7	Hazardous Areas Layout	EXP	July, 2021
26-8	Electrical Panel and Mcc Schedule	EXP	July, 2021
26-9	Mcc Elevations	EXP	July, 2021
26-10	Panel Cp-01 Layout	EXP	July, 2021
26-11	Panel Cp-02 Layout	EXP	July, 2021
26-12	Panel Cp-21 Layout	EXP	July, 2021

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26-13	Panel Cp-21 Plc Io Wiring 1	EXP	July, 2021
26-14	Panel Cp-21 Plc Io Wiring 2	EXP	July, 2021
26-15	Panel Cp-21 Plc Io Wiring 3	EXP	July, 2021
26-16	Panel Cp-21 Plc Io Wiring 4	EXP	July, 2021
26-17	Panel Cp-22 Layout	EXP	July, 2021
26-18	Panel Cp-22 Plc Io Wiring 1	EXP	July, 2021
26-19	Panel Cp-22 Plc Io Wiring 2	EXP	July, 2021
26-20	Panel Cp-22 Plc Io Wiring 3	EXP	July, 2021
27-1	Communications Layout	EXP	July, 2021
27-2	Intrusion Alarm Layout	EXP	July, 2021
27-3	Communications And Network Diagrams	EXP	July, 2021
28-1	Fire Alarm Layout	EXP	July, 2021
28-3	Power Layout and Details	EXP	July, 2021
28-4	Mechanical Power Plan	EXP	July, 2021

## Colgan WWTP 95% Design Drawings-F – Civil:

Drawing:	Title:	Prepared By:	Rev. No. & Date:
31-1	Site Plan	EXP	July, 2021
31.2	Site Servicing Plan	EXP	July, 2021
31-3	Site Sections	EXP	July, 2021
31-4	Site Location Plan	EXP	July, 2021
31-5	Erosion Control Plan	EXP	July, 2021
31-6	Typical Details	EXP	July, 2021
31-7	Landscape Plan	EXP	July, 2021
31-8	Landscape Details and Notes	EXP	July, 2021
31-9	Truck Turning Radius	EXP	July, 2021

## Colgan WWTP 95% Design Drawings-G – Processing Pipe:

Drawing:	Title:	Prepared By:	Rev. No. & Date:
46-1	Symbols, Legend and Abbreviations	EXP	July, 2021
46-2	Process Flow Diagram (Sheet 1 of 2)	EXP	July, 2021
46-3	PROCESS FLOW DIAGRAM (SHEET 2 Of 2)	EXP	July, 2021
46-4	P&Id - Influent Pump Station and Headworks	EXP	July, 2021
46-5	P&Id - Bioreactor Trains	EXP	July, 2021
46-6	P&Id - Mbr and Permeate Systems	EXP	July, 2021
46-7	P&Id - Final Effluent and Sludge Storage Basin	EXP	July, 2021
46-8	P&Id - Process and Scour Aeration Blowers	EXP	July, 2021
46-9	P&Id - Chemical Systems	EXP	July, 2021
46-10	P&Id - Chemical Systems	EXP	July, 2021
46-11	Hydraulic Profile	EXP	July, 2021
46-12	Main Floor Piping and Equipment Plan	EXP	July, 2021
46-13	Influent Wet Well Plans	EXP	July, 2021
46-14	Influent Piping Sections	EXP	July, 2021
46-15	Mechanical Room Piping Plan and Section	EXP	July, 2021
46-16	Headworks Room Piping and Equipment Plan	EXP	July, 2021
46-17	Headworks Piping and Equipment Sections	EXP	July, 2021

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46-18	Headworks Piping and Equipment Sections	EXP	July, 2021
46-19	Blower Room Piping and Equipment Plan and Sections	EXP	July, 2021
46-20	Bioreactor Room Piping and Equipment Plan	EXP	July, 2021
46-21	Permeate Skid Plan and Sections	EXP	July, 2021
46-22	Back Pulse Tank Plan and Section	EXP	July, 2021
46-23	UV System	EXP	July, 2021
46-24	Under Slab Piping Plan	EXP	July, 2021
46-25	Tank Piping Plan Enlargement	EXP	July, 2021
46-26	Tank Piping Plan Enlargement	EXP	July, 2021
46-27	Pre-Anoxic Tank Piping Section	EXP	July, 2021
46-28	Pre-Anoxic Tank Piping Section	EXP	July, 2021
46-29	Aeration Tank Piping Sections	EXP	July, 2021
46-30	Aeration Tank Piping Section	EXP	July, 2021
46-31	Membrane Scour Piping Plan	EXP	July, 2021
46-32	Membrane Scour Piping Section	EXP	July, 2021
46-33	Ras Pumps Piping Plan and Sections	EXP	July, 2021
46-34	Waste Sludge Piping Plan Enlargement	EXP	July, 2021
46-35	Waste Sludge Piping Sections	EXP	July, 2021
46-37	Effluent Wet Well Plans	EXP	July, 2021
46-38	Effluent Piping Sections	EXP	July, 2021
46-39	Effluent Wet Well Piping Section	EXP	July, 2021
46-40	Chemical Feed System Overall Distribution Plan	EXP	July, 2021
46-41	Chemical Room Piping Plan and Section	EXP	July, 2021
46-42	Chemical Room Piping Sections	EXP	July, 2021
46-43	Chemical Room Piping Sections	EXP	July, 2021
46-44	Chemical Room Piping Plan and Sections	EXP	July, 2021
46-45	Non-Potable Water Connection Section	EXP	July, 2021
46-46	Miscellaneous Details	EXP	July, 2021
46-47	Typical Pipe Support Details	EXP	July, 2021

**Other:**

<b>Drawing:</b>	<b>Title:</b>	<b>Prepared By:</b>	<b>Rev. No. &amp; Date:</b>
	Bylaw No. 03-57 Schedule B-1		
46-2	Process Flow Diagram (Sheet 1 of 2)	EXP	July, 2021

*Where there is a conflict between the requirements of and/or the provisions of this Agreement and the drawings listed above, the requirements of the Agreement shall take precedence. Where any further clarification is required, the Municipal Engineer shall, in their sole and unfettered discretion, make a decision concerning the applicable requirements and/or provision and its decision shall be binding on*

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*the parties in accordance with all other relevant terms and conditions of this Agreement.*

**The Owner shall develop, operate and manage the Lands according to the following reports:**

#### **Internal**

<b>Report Title:</b>	<b>Author:</b>	<b>Report Date:</b>
Stormwater Management Implementation Report – Colgan 2	Crozier	August, 2021
Servicing Implementation Report – Colgan 2	Crozier	August, 2021
Site Alteration & Erosion & Sediment Control Brief – Colgan 2	Crozier	August, 2021
Geotechnical & Hydrogeological Investigation – Colgan 2	Golder Associates Ltd. (Golder)	June, 2021
Test Pitting Program & Long-Term Foundation Drainage Assessment – Colgan 2	Golder	June, 2021
Slope Stability Analysis of Southwestern Section of Colgan 2	Golder	December, 2020
Township Deviation Letter – Colgan 1 & 2	Crozier	August, 2021
Urban Design & Architectural Design Guidelines - Colgan Community	MBTW   WAI	August, 2021

#### **External**

<b>Report Title:</b>	<b>Author:</b>	<b>Report Date:</b>
County Road 14 Drainage Design Brief	Crozier	August, 2021
Concession Road 8 Drainage Design Brief	Crozier	August, 2021
County Road 14 Erosion & Sediment Control Brief	Crozier	August, 2021
Concession Road 8 Erosion & Sediment Control Brief	Crozier	August, 2021
Colgan PRV Specifications – Colgan 1 & 2	Crozier	August, 2021
Pavement Design Report	Golder	August, 2021

#### **Water Supply**

<b>Report Title:</b>	<b>Author:</b>	<b>Report Date:</b>
Colgan Water Supply Design Report – Colgan 1 & 2 – including Appendices	RVA	September, 2021
Division 1 – General Requirements	RVA	August, 2021
Colgan Water Supply Technical Memo #4 – Water Model Draft – Colgan 1 & 2 – including Appendices	RVA	August, 2021
Appendix H - Geotechnical Investigation for Tank and Pumping Station	DS Consultants Ltd.	March, 2021
Appendix H - Geotechnical Report for In-Situ Infiltration Testing Report	DS Consultants Ltd.	June, 2021

**Wastewater Treatment Plant**

<b>Report Title:</b>	<b>Author:</b>	<b>Report Date:</b>
Colgan WW Class EA – Notice of Completion	EXP	January, 2019
Colgan WWTP – Decision letter	Ontario MECP	October, 2019
ESR – Colgan Community WWTP and Outfall – including Appendices	EXP	October, 2018
Colgan WWTP Design Brief – including Appendices	Province of Ontario	July, 2021
Colgan Stormwater Management Brief	EXP	August, 2021
Planning Report #2018-18 – Zoning By-Law Amendment Z/03/18	EXP	June, 2018
Notice of Adoption – Amendment to Schedule 'A' of Official Plan Amendment No. 13	Township of Adjala Tosorontio	June, 2018
Minutes of Regular Council Meeting	Township of Adjala Tosorontio	June, 2018

*Where there is a conflict between the requirements of and/or the provisions of this Agreement and the reports listed above, the requirements of this Agreement shall take precedence. Where any further clarification is required, the Municipal Engineer shall, in their sole and unfettered discretion, make a decision concerning the applicable requirements and/or provision and its decision shall be binding on the parties in accordance with all other relevant terms and conditions of this Agreement.*

**SCHEDULE "C"**  
**DEFINITIONS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**Definitions**

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- (a) "Acceptance" means the date upon which the Municipality considers Works to be substantially completed after the "Partial Acceptance", either collectively or in part, as the case may be, pending the completion of all requirements noted in this Agreement.
- (b) "Additional Works" means any work or any facility, service, duty, or obligation of the Owner pursuant to this Agreement that is not a component of Public Works or Park Services, all of which collectively are the Works.
- (c) "Agreement" means this consolidated subdivision agreement.
- (d) "Approval" means Draft Plan of Subdivision approval under the *Planning Act*.
- (e) "Approval Authority" means the Municipality.
- (f) "Assumption" means the date when Works, either collectively or in part, as the case may be, under this Agreement have been completed, the Maintenance Period has expired and the "Guarantee Period" has been initiated.
- (g) "Average Groundwater Level" means the elevation of groundwater on the Lands during average conditions based on observed groundwater conditions and soil profiles as determined by a qualified soils engineer or hydrogeologist in accordance with requirements of the Municipality and the approved reports attached as Schedule "B" herein;
- (h) "Construction Act" means the *Construction Act*, R.S.O. 1990, c.C.30, as amended, or any successor statute.
- (i) "Control Architect" means the Municipality's professional architect who is engaged and retained in accordance with this Agreement at the expense of the Owner.
- (j) "Deficiency" means any aspect of the Works that fails to substantially comply with, or substantially conform to, the approved plans, drawings and reports attached as Schedule "B", and as updated in accordance with Section 5 or as otherwise described in this Agreement, including defects in design, application, engineering, manufacture, installation, construction, workmanship or materials (to the extent the Works includes such elements), but does not include any deterioration of the condition of the Works through use or as a result of action outside the control of the Owner and "Deficient" shall have the same meaning.
- (k) "Director of Infrastructure and Development" means the person from time to time holding the title of Director of Infrastructure and Development for the Municipality or equivalent, such as the Director of Public Works, or his or her designate.

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- (l) "Director of Planning" means the person from time to time holding the title of Director of Planning for the Municipality or his or her designate, which designate may include an external professional planner retained by the Municipality from time to time.
- (m) "Engineer" or "Owner's Engineer" means the Owner's professional consulting engineer who is hired and retained in accordance with this Agreement.
- (n) "Final Approval" means approval for the final Plan of Subdivision under the *Planning Act*.
- (o) "Guarantee Period" means the two (2) year guarantee period following Assumption of the Works as set out in this Agreement, either collectively or in part.
- (p) "Landscape Architect" means the Owner's landscape architect who is hired and retained in accordance with this Agreement, and may include a certified arborist as required by the Municipality in the case of addressing tree preservation matters.
- (q) "Maintenance Period" means the period between Acceptance and Assumption of Works, either collectively or in part.
- (r) "Municipal Act" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any successor statute.
- (s) "Municipal Engineer" and/or "Municipality's Engineer" means the person from time to time holding the title of Director of Infrastructure and Development for the Municipality, or their designate;
- (t) "Owner" means the person(s) who own(s) the Lands, and includes associated corporations, and corporations controlled by persons other than corporations. One corporation is associated with another if:
  - (i) one of the corporation's controls or is controlled by the other; or,
  - (ii) both of the corporations were, or are, controlled by the same person or group of persons; or,
  - (iii) each of the corporations was or is, controlled by one person, and the person who controlled, or controls, one of the corporations was, or is, related to the person who controlled, or controls, the other; and one of those persons owned, or owns, directly or indirectly, in respect of each corporation, not less than ten percent (10%) of the issued shares of any class of the capital stock; or,
  - (iv) one of the corporations was, or is, controlled by one person; and that person was, or is, related to any member of the group of persons that controlled, or controls, the other corporation, and that person or that group of persons owned, or owns, directly or indirectly, in respect to each corporation, not less than (10%) of the issued shares of any class of the capital stock.
- (u) "Partial Acceptance" means the date upon which the Municipality first considers Works to be substantially completed in a plan of subdivision or phase for consideration of the first release of securities on Works completed, being when the below ground Public Works up to and including base course of asphalt has been constructed;
- (v) "Planning Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or any successor statute.

- (w) "Park Services" means those lands, services, facilities and amenities, including park furniture, related to public parks and public recreational lands as set out in this Agreement and may also be referred to as Park Works in this Agreement.
- (x) "Public Works" means all works to be constructed pursuant to this Agreement which will ultimately be utilized by the general public and assumed by the Municipality.
- (y) "Sanitary Treatment System" means the Wastewater Treatment Plant, outfall, forcemain, interconnecting works, and related appurtenances required for the treatment of wastewater and effluent disposal.
- (z) "Seasonal High Groundwater Level" means the elevation of groundwater on the Lands during average highest seasonal condition based on observed groundwater conditions and soil profiles as determined by a qualified soils engineer or hydrogeologist in accordance with requirements of the Municipality;
- (aa) "Specifications" means the Municipality's design criteria, design standards, specifications and procedures as it may establish and amend from time to time, and may not be capitalized in this Agreement.
- (bb) "Works" means and includes Public Works, Park Services, their respective component parts, Additional Works, utilities, landscaping, and any other work or any facility, service, duty, or obligation of the Owner pursuant to this Agreement and, without implication to the generality of the foregoing, may include external works.



**SCHEDULE "D"**  
**THE WORKS TO BE CONSTRUCTED**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**D.1 Public Works to be Constructed**

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install or otherwise provide the following municipal services, works, facilities and amenities as Public Works, as shown in Schedule "B" to this Agreement:

Below Ground Public Works:

- 1) storm sewers;
- 2) sanitary sewers;
- 3) Watermains;
- 4) drainage and stormwater management works;
- 5) Utilities;
- 6) Granular road base, first stage curb & gutter and base course of asphalt; and,
- 7) All lots to pre-grade elevations.

and all appurtenances related thereto.

Above Ground Public Works:

- 1) public streets and highways, including sidewalks;
- 2) public highway reconstruction;
- 3) intersection improvements;
- 4) street signage;
- 5) streetlighting and illumination devices;
- 6) pads for mailboxes;
- 7) sidewalks, walkways and trails;
- 8) driveway entrances;
- 9) fencing for privacy or noise attenuation purposes,
- 10) fencing for the stormwater management block,
- 11) fencing (tight board fencing 2.0 metres in height) along the easterly boundary of Block 160 and along any existing residential lots abutting the Plan of Subdivision in accordance with Township standards;
- 12) fencing in the form of a continuous four (4') chain link fence on the rear of the lots along the Concession Road 8 and a continuous six (6') chain link fence along the north property, line abutting existing agricultural lands, in accordance with Township standards;
- 13) landscaping on public lands; and
- 14) Utilities;

and all appurtenances related thereto.

All Public Works, as applicable, will be constructed to accommodate Provincial accessibility requirements, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and associated regulations, including the Integrated Accessibility Standards, as may be amended from time to time.

**D.2 Additional Works Required to be Constructed or Installed**

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install, plant or otherwise provide the additional Works including the following, as Additional Works as shown in Schedule "B" to this Agreement:

- 1) Sanitary Treatment System.
- 2) wells and water storage upgrades including water standpipe and pump house.
- 3) soak-away pits.
- 4) driveways.

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- 5) lot fencing.
- 6) lot and block grading and drainage including surface, roof leader and sump drainage.
- 7) lot and block revegetation including sodding and tree planting; and
- 8) Utilities.

and all appurtenances related thereto.

### **D.3 Park Services to be Constructed or Installed**

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install, plant or otherwise provide the municipal park services, works, facilities and amenities and furniture, including the following as Park Services as shown in Schedule "B" to this Agreement:

- 1) park construction.
- 2) park grading and sodding.
- 3) landscaping.
- 4) walkways.
- 5) parking lots.
- 6) landscaping for stormwater management/detention pond; and
- 7) fencing.

and all appurtenances related thereto.

**SCHEDULE "E"**  
**DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**E.1 Disbursements**

The Owner shall pay to the Municipality forthwith upon demand such disbursements as may be or are incurred by the Municipality in connection with the administration of this Agreement, including, without limiting the generality of the foregoing: the cost of having its consulting engineers and professional planners review plans and drawings on behalf of the Municipality; the cost of having its consulting engineers and professional planners carry out inspections of the Works and reviewing of requests to reduce securities, accept Works and assume Works; the cost of having its external legal counsel or solicitor review and preparation of this Agreement; the cost of registration of this Agreement against title to the Lands; the costs of registration of all documentation related to conveyance and dedications of lands and easements under this Agreement and all documents; and, all agents' fees related to such registrations. The Municipality shall submit such disbursements to the Owner on a monthly basis, unless otherwise mutually agreed, but nothing in this Agreement waives the Municipality's rights to reimbursement for such costs.

**E.2 Administration Costs**

The Owner, on entering into this Agreement, agrees that costs of subsequent administration and enforcement of this Agreement shall be recoverable by the Municipality as a cost to the Owner. The Owner hereby agrees to pay the Municipality for such reasonable costs related to administration and enforcement of this Agreement upon notification of the amount and nature of such costs by the Municipality's Treasurer and the Owner acknowledges that such costs constitute a debt owing to the Municipality and are recoverable in the same manner as taxes as permitted in accordance with the provisions of the *Municipal Act*, as it may be amended from time to time.

**E.3 Tax Arrears**

The Owner covenants and agrees to pay any arrears of taxes outstanding against the Lands immediately upon execution of this Agreement by the Owner.

**E.4 Tax Levies**

The Owner also undertakes and agrees that it shall be solely liable to pay all taxes levied, or to be levied, on the Lands in accordance with the assessment rolls until such time as the Lands have been assessed and entered on the assessment roll according to the registered Plan of Subdivision after which taxes are to be paid by the Owner of each assessed lot or block.

**E.5 Designated Charges and Impost Rates**

The Owner covenants and agrees to pay, upon execution of this Agreement, all lawful charges and imposed rates assessed and levied upon the Lands.

**E.6 Lawful Levies and Rates**

Notwithstanding the Works to be constructed and installed, the services to be performed and the payments to be made pursuant to this Agreement by the Owner, the Lands shall remain liable in common with all other assessable property in the Municipality to all lawful rates and levies of the Municipality.

**SCHEDULE "F"**  
**THE REQUIRED FORM AND AMOUNT OF SECURITIES AND DEPOSITS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**F.1 Securities and Deposits**

Upon execution of this Agreement, the Owner will deposit with the Treasurer of the Municipality, to cover the faithful performance of the obligations of the Owner arising under this Agreement including but not limited to the construction of the Works and obligations identified in this Agreement, securities and deposits, in accordance with the amounts outlined in this Schedule to this Agreement, in the following form:

- a) Cash, or certified cheque from a Canadian Chartered Bank, or:
- b) An irrevocable Letter of Credit in favour of the Municipality, in a form approved by the Municipality, from a Canadian Chartered Bank, issued in accordance with the requirements of this Agreement, with an automatic renewal clause. The Letter of Credit shall be for a minimum guaranteed period of two (2) years or such time as the Municipality decides and shall be renewed automatically, as necessary, thirty (30) days prior to expiration unless the Municipality is notified sixty (60) days prior to expiry that the bank does not intend to renew the Letters of Credit, in which case the Municipality shall be free to draw upon the Letters of Credit and take any action which may be authorized by this Agreement, or in law, with respect to a default under this Agreement with regard to maintaining securities and deposits at a level required by the Municipality.

**F.2 Provisions for Liability of the Municipality**

In the event that the Municipality incurs any expenses involving construction lien claims, including any costs incurred to give effect of this Agreement such as vacating or obtaining a discharge or withdrawal of a lien, claims for lien or written notices of a lien, and construction lien actions or any other actions respecting the construction or maintenance of Works, such expenses shall be paid by the Owner forthwith on demand of the Municipality and the Municipality may utilize securities and deposits to make such payments.

**F.3 Alternative Methods of Providing Securities and Deposits**

The Municipality reserves the right to accept or reject any alternative methods of providing securities and deposits.

**F.4 Costs Estimate as a Basis for Limits of Securities and Deposits**

The cost estimate for the Works is set out in this Schedule and provides the basis for the amounts of the securities and deposits.

Such estimates shall be updated by the Owner and approved by the Municipality at the demand of the Municipality. Where the revised estimate of the cost of the Works is greater than the security or deposit provided upon execution of the Agreement, or where additional Works are required by the Municipality, additional securities and deposits shall be submitted by the Owner to the Municipality. Such securities and deposits shall be administered and governed by this Agreement in the same manner as the originally provided securities and deposits.

**F.5 Transfer of Lands and Securities and Deposits**

The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any securities or deposits required under this Agreement

until the new Owner files with the Municipality a substitute letter of credit or such other security or deposit in the required amounts.

#### **F.6 Use of Security and Deposits by Municipality for Any Matter**

Any letter of credit or security or deposit filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all letters of credit and security and deposits received by the Municipality may be used as security or deposit for any item or any other matter which under the terms of this Agreement is the responsibility or obligation of the Owner, including without limiting the generality of the foregoing, payment of engineering, legal, planning, enforcement or other costs incurred by the Municipality which are the payment responsibility of the Owner under the terms of this Agreement.

#### **F.7 Right to Use Security and Deposits for Indemnification of Municipality**

The Municipality has the right to withhold and/or use any portion of any security and deposits provided to indemnify the Municipality for any legal fees it incurs to defend its interests against any suit or claim of any nature arising out of or connected with carrying out of the Owner's obligations or entering into of this Agreement. The Municipality has the right to withhold and/or use any portion of any security and deposits provided to indemnify the Municipality for any legal fees it incurs to defend its interests against any suit or claim of any nature arising out of or connected with carrying out of the Owner's obligations or entering into of this Agreement.

In no circumstance shall the Municipality be permitted to use the securities and deposits under this Agreement to indemnify the Municipality for any legal fees, costs or damages arising from any complaints, claims or proceedings related to Ontario Land Tribunal Case No. PL080016, Ontario Superior Court of Justice Court File No. CV-20-00641094-0000, or any future proceedings-made by the Owner against the Municipality unrelated to the performance of this Agreement. For greater certainty, this does not relieve the Owner from its obligations to indemnify the Municipality under clause 1.1 of this Agreement.

#### **F.8 Municipal Right to Use Securities and Deposits for Owner's Failure to Comply**

The Owner hereby acknowledges and agrees that should there be a Deficiency in or failure to carry out any Work or matter required by any clause of this Agreement, and the Owner fails to comply, by either remedying out the Work or providing a work plan for its completion to the satisfaction of the Municipal Engineer within ten (10) days written notice with a direction to carry out such Work or matter, the Municipality may draw on the securities and deposits to the extent necessary and enter onto the Lands and complete all outstanding Works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

#### **F.9 Municipal Right to Use Securities and Deposits to Complete Works**

The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on the securities and deposits to complete any Work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, in the event that the Municipality determines that any reduction in the securities or deposits will create a shortfall with respect to securing the completion of any Work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the securities or deposits until such time as such Work is satisfactorily completed or the Municipality has sufficient security or deposits to ensure that such Work will be completed.

#### **F.10 Amount of Securities and Deposits to Be Filed:**

**ESTIMATED COST OF WORKS**

1. Public Works – list details of all Above Ground and Below Ground Public Works including quantities and costs
2. Park Services – list details of Park Services including quantities and costs
3. Other Works – list details of Other Works including quantities and costs (other than for final lot grading, lot drainage, driveways and lot tree planting which are covered by a deposit)
4. Total – List total estimated cost of all Works

**SECURITIES TO BE PROVIDED**

<u>ITEM</u>	<u>AMOUNT</u>
I. All Works –	
Below Ground Public Works Subtotal	\$15,895,106.45
Above Ground Public Works Subtotal	\$ 6,016,816.62
Park Services Subtotal	\$ 2,382,763.00
Other Works Subtotal	\$ 946,593.18
10% Maintenance Holdback of All Works	\$ 2,524,127.93
All Works Total (this is deemed to include the 10% Maintenance Holdback)	<b>\$27,765,407.18</b>
Total Securities:	<b>\$27,765,407.18</b>
Being a total of 110% of the Total Cost of the Works (excluding final lot grading, drainage, driveway and tree planting for which a separate deposit is collected.)	
10% of the Works Total for the Guarantee Holdback to be provided at Assumption or the start of the Guarantee Period	\$2,524,127.93

**DEPOSITS TO BE PROVIDED**

1. Final lot grading, drainage, driveway and tree planting (\$6,000/lot)	\$2,016,000.00
2. Fire break Lots	\$70,000.00
3. Emergency Works Deposit	\$30,000.00
4. Model Homes and Sales Trailers	\$0.00
5. Road Occupancy Deposit	\$150,000.00
6. Township Insurance Deductible	\$10,000.00
7. Parkland Dedication Securities	\$150,000.00

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<b>TOTAL REQUIRED DEPOSITS</b>	<b>\$2,426,000.00</b>
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**SCHEDULE "G"**  
**THE ADMINISTRATION OF SECURITIES AND DEPOSITS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**G.1 Reduction of Security and Deposits Upon Request of Owner**

During installation of the Works, the Municipality may reduce the amount of security, if so requested by the Owner, and as elements of the Works are installed to the Municipality's satisfaction and as the Works are paid for.

The remaining security shall never be less than one hundred per cent (100%) of the original contract price of remaining Works or obligations, adjusted at current market cost at the date the security is reduced plus any applicable holdbacks (10% Maintenance and 10% Guarantee).

The municipality may allow reductions of ninety percent (90%) of the securities with ten percent (10%) Maintenance holdback to be retained until the completion of the Maintenance Period.

The Municipality shall also require a ten percent (10%) Guarantee holdback based on the original total estimated costs of the Works adjusted to current market cost until Assumption of the Works and completion of the Guarantee Period following Assumption.

Reductions in securities may occur on one or more occasions as follows:

**First Reduction:**

- On acceptance of the below ground Public Works including roads to base course of asphalt.

**Second Reduction**

- On acceptance of the above ground Public Works, Park Services and other works based on major areas of completion. Not tied to phase limits.

**Third Reduction**

- Commissioning of the Wastewater Treatment Plant and Standpipe/Pump House works.

**Fourth Reduction**

- On assumption of Public Works and Park Services.

**Fifth Reduction**

- End of Maintenance Period and start of Guarantee Period.

However, the Municipality will only reduce securities on up to four (4) occasions per phase.

Items included in the below ground Public Works, including roads to base course of asphalt, to be reduced upon completion and accepted for maintenance to 20% of the previously secured amount. Remaining uncompleted Works securities to be fully held.

The Municipality will release the ten percent (10%) Maintenance hold back on the Works securities on the completion of the Maintenance Period, which follows the Acceptance and Assumption of Works.

The ten percent (10%) Guarantee holdback shall be provided upon the end of the Maintenance Period and released upon completion of the Guarantee Period two years after Assumption of the Works.



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These two releases are in addition to the up to four (4) reductions per phase.

Deposits may also be returned to the Owner upon written request (application) in accordance with the following schedule:

1. Final lot grading, drainage and tree planting deposits – eighty percent (80%) on completion of these Works as certified by the Owner's Engineer and approved by the Municipality, and the final twenty percent (20%) two (2) years thereafter upon certification by the Owner's Engineer that the Works are not Deficient and any repairs or replacements have been made (where extensive repairs or replacements are required, the Municipality may delay the release for a further period in its sole discretion).
2. Fire break lots – upon provision of information indicating that fire break lot is no longer required and approval of the Fire Chief or Chief Building Official.
3. Model homes and sales trailers – upon conversion/removal to the satisfaction of the municipality.
4. Emergency works – upon final release of security holdback.
5. Other – add and specify release criteria as required

Any security or deposit for which the Owner has not made application for a final release within a period of four (4) years from being eligible for release shall be forfeit and become the property of the municipality.

#### **G.2 Municipality Shall Retain Securities Until Guarantee Period Has Passed**

The Municipality shall retain the ten percent (10%) holdback until a minimum Guarantee Period of two (2) years has passed satisfactorily from the date of completion and Assumption of the Works, after which time any remaining security shall be returned to the Owner, upon application by the Owner, once all Deficiencies have been resolved and all costs paid to the satisfaction of the Municipality.

Where extensive Deficiencies have occurred and repairs or replacements are required, the Municipality may extend the Guarantee Period for a further period in the sole discretion of the Municipal Engineer, but in no event shall the Guarantee Period be longer than three (3) years.

#### **G.3 Documentation to Reduce and Release Security**

Reduction of Securities:

Prior to the reduction of any security held by the Municipality for the Works set out in this Agreement, the Owner must have met the conditions for Acceptance or Assumption, as applicable, of Works and shall supply the Municipality with the following documentation:

- a) letter of application for reduction;
- b) the Owner's Engineer's and Landscape Architect's (as applicable) certificate confirming that the Works have been completed and listing any remaining Deficiencies and the estimated cost of remedying those Deficiencies (such certificate shall meet the specifications of the Municipality and, not limiting the generality of the foregoing, shall indicate that all Works are in place and are properly functioning; that all Works are structurally sound and constructed to the approved specifications; and inventory of all structures and materials including numbers, lengths, sizes and quantities of materials; and the final construction costs of the Works);
- c) workplace safety certificate/ worker's compensation clearance.
- d) a statutory declaration as to Works completed and accounts paid in full for Works for which a reduction is being requested.
- e) a certificate by a registered Ontario Land Surveyor (OLS) that the surveyor has confirmed the areas and frontages on all lots and blocks and has

- located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including corner roundings and all points of change in the direction of streets; and,
- f) a certificate verifying the establishment of horizontal control monuments and vertical benchmarks on the Lands.

Prior to the reduction of securities, the Municipal Engineer must be satisfied that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release securities until it is so satisfied. The Municipal Engineer shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, Deficiencies and estimated cost of remedying those Deficiencies prior to any release of securities. Such inspection and confirmation shall be at the cost of the Owner.

**Release of Maintenance Holdback Securities:**

Prior to the release of any Maintenance security held by the Municipality for the Works set out in this Agreement, the Owner must supply the Municipality with the following documentation:

- a) letter of application for release.
- b) an Owner's Engineer's and Landscape Architect's (as applicable) certificate confirming that all Works and services have been completed, that there are no Deficiencies in the services and Works, and that all services and Works have successfully completed the Maintenance Period (such certificate shall meet the specifications of the Municipality and, not limiting the generality of the foregoing, shall indicate that all Works are in place and are properly functioning; that all Works are structurally sound and constructed to the approved specifications; and a final inventory of all structures and materials including numbers, lengths, sizes and quantities of materials; and the final construction costs of the Works).
- c) "as built" drawings certified by the Owner's Engineer as printed set of drawings and in a digital format specified by the municipality at the time of submission.
- d) proof of expiration of construction lien period sixty (60) days and satisfactory evidence of no written notice of a lien or construction liens given, registered, or filed, as applicable.
- e) workplace safety certificate/ worker's compensation clearance.
- f) a statutory declaration as to Works completed and accounts paid in full for Works for which a release is being requested; and
- g) a composite utility plan.

Prior to the release of securities, the Municipal Engineer must be satisfied, that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release securities until it is so satisfied. The Municipal Engineer shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, Deficiencies and estimated cost of remedying those Deficiencies prior to any release of securities. Such inspection and confirmation shall be at the cost of the Owner.

**Release of Guarantee Holdback Securities:**

Prior to the release of any Guarantee security held by the Municipality for the Works set out in this Agreement, the Municipality's Engineer must be satisfied that all Works have performed satisfactorily and are in good condition following the two (2) year Guarantee Period and that any Deficiencies have been satisfactorily corrected by the

Owner. To obtain this final release of securities the Owner shall supply the Municipality with the following documentation:

- a) letter of application for release; and,
- b) the Owner's Engineer's and Landscape Architect's (as applicable) certificate which shall meet the specifications of the Municipality and, not limiting the generality of the foregoing, confirming that all Works and services are in good working order and that any Deficiencies arising during the Guarantee Period have been corrected.

The Municipal Engineer shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, Deficiencies and estimated cost of remedying those Deficiencies prior to any release of securities. Such inspection and confirmation shall be at the cost of the Owner. The Municipality shall in no way be obligated to reduce or release securities until this inspection is completed and it is satisfied that the Works have satisfactorily performed and there are no Deficiencies at the completion of the Guarantee Period.

The Municipality shall also not release the Guarantee Holdback securities until the Owner's Engineer has supplied the Municipality with a copy of the Owner's Engineer's Pre-Occupancy Application Confirmation for all occupied buildings, or buildings qualifying for occupancy, on the Lands.

#### **G.4 Documentation to Release Deposits**

Final Lot Grading, Drainage, Driveway and Tree Planting:

Prior to the reduction of any deposit held by the Municipality for the final lot grading, drainage, driveway and tree planting, the Owner shall supply the Municipality with the following documentation:

- a) letter of application for reduction.
- b) the Owner's Engineer's and Landscape Architect's certificate confirming that Works completed (such certificate shall meet the specifications of the Municipality and, not limiting the generality of the foregoing, shall indicate that the lot grading, including all Works to facilitate or manage drainage, complies fully with the approved lot grading plan, and that the driveway and all sodding and tree planting have been completed).
- c) workplace safety certificate/ worker's compensation clearance; and,
- d) a statutory declaration as to Works completed and accounts paid in full for Works for which a reduction is being requested.

Prior to the reduction of deposits the Municipal Engineer must be satisfied, that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce deposits until it is so satisfied. The Municipal Engineer shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, Deficiencies and estimated cost of remedying those Deficiencies prior to any release of deposits. Such inspection and confirmation shall be at the cost of the Owner.

Prior to the final release of any deposit held by the Municipality for the final lot grading, drainage, driveway and tree planting, the Owner shall supply the Municipality with the following documentation:

- a) letter of application for release; and,
- b) an Owner's Engineer's and Landscape Architect's certificate which shall meet the specifications of the Municipality and which, not limiting the generality of the foregoing, shall confirm that Works have been inspected and that the final lot grading, sodding, driveway and tree planting remain in

good and satisfactory condition following the two-year period after the reduction of the deposits.

- c) confirmation that any dead trees have been replaced.
- d) workplace safety certificate/ worker's compensation clearance where any Additional Works have been performed to achieve release.
- e) a statutory declaration as to Works completed and accounts paid in full for Works and for any Additional Works performed to achieve release; and,
- f) proof of expiration of construction lien period sixty (60) days and satisfactory evidence of no written notice of a lien or construction liens given, registered, or filed, as applicable.

Prior to the reduction of deposits the Municipal Engineer must be satisfied that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to release deposits until it is so satisfied. The Municipality's Engineer shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, Deficiencies and estimated cost of remedying those Deficiencies prior to any release of deposits. Such inspection and confirmation shall be at the cost of the Owner.

Final lot grading, drainage, driveway and tree planting deposits shall be released in quantities of no less than ten (10) units, with the exception that the final release for any subdivision or phase within the subdivision may constitute less than ten (10) units.

The Owner agrees that no request for reduction or release of the final lot grading, drainage, driveway and tree planting deposit shall be made and no such request shall be processed by the Municipality without municipal acceptance of the Owner's Engineer's Pre-Occupancy Application Confirmation for the lots on which a reduction or release is requested.

#### Fire Break Lots:

The Owner shall apply for a release of the deposit in writing.

Prior to the reduction or release of deposits the Municipal Engineer must be satisfied that the conditions have been met to release a fire break lot for construction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release deposits until it is so satisfied.

The Municipality's Fire Chief or Deputy Fire Chief or Chief Building Official shall conduct an inspection of the fire break lots prior to any release. Such inspection and confirmation shall be at the cost of the Owner.

#### Model Homes and Trailers:

The Owner shall apply for a release of the deposit in writing.

Prior to the release of any deposit held by the Municipality for model homes and trailers, the Owner shall supply the Municipality with the following documentation:

- a) letter of application for release.
- b) an Owner's Engineer's certificate which shall meet the specifications of the Municipality and which, not limiting the generality of the foregoing, shall confirm that the model home has been fully converted to a permitted long term use or that the model home or trailer has been removed and the lands have been restored to a suitable condition;
- c) workplace safety certificate/ worker's compensation clearance; and,
- d) a statutory declaration as to Works completed and accounts paid in full for Works for which a reduction is being requested; and,
- e) proof of expiration of construction lien period sixty (60) days and satisfactory evidence of no written notice of a lien or construction liens

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given, registered, or filed, as applicable.

Prior to the release of deposits the Municipal Engineer must be satisfied, that the conversion, removal or restoration have been completed to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to release deposits until it is so satisfied. The Municipal Engineer shall conduct an inspection of the lands prior to any release and review the Owner's Engineer certification regarding the having met the requirements for release of the deposit. Such inspection and confirmation shall be at the cost of the Owner.

**Emergency Works:**

This deposit shall be released upon the final release of all other securities and deposits.

**Other Deposits:**

List conditions for release of any other deposits.

## **SCHEDULE "H"**

### **THE OWNER'S COST OBLIGATIONS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

#### **H.1 Owner Responsible for Cost of Performance**

The Owner acknowledges and agrees that the Owner shall be responsible for the cost of performance of all of the Owner's obligations hereunder unless specifically relieved from such responsibility by this Agreement. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include Works and obligations "at the expense of the Owner" unless specifically stated otherwise in any other agreement between the Owner and the Municipality, including but not limited to the Minutes of Settlement dated December 16, 2009, as modified by this Agreement.

The Owner shall be solely responsible for the cost of the Works as estimated in this Agreement. The Municipality shall not be required to pay any portion of the capital cost related to the Works unless otherwise expressly provided in this Agreement or as expressly required by statute. In the event that the Municipality incurs any expenses involving construction lien claims, including any costs incurred to give effect of this Agreement such as vacating or obtaining a discharge or withdrawal of a lien, claims for lien or written notices of a lien, and construction lien actions or any other actions respecting the construction of the Works, such expenses shall be paid by the Owner forthwith on demand.

#### **H.2 Where the Owner is in Default of Payment of Costs**

Where the Owner is in default of payment of any such costs and no deposits or securities provided in relation to this Agreement are available, or are insufficient to cover such costs, the Owner shall pay to the Municipality any additional funds, the amount of which shall be in the Municipality's sole discretion, within ten (10) calendar days and failure to do so shall constitute a default under this Agreement and the Owner agrees that any such costs will be deemed to be taxes to which the provisions of the *Municipal Act*, as may be amended from time to time, apply.

#### **H.3 The Owner Shall Pay Costs of Enforcement**

The Owner shall also pay the full costs for enforcement of this Agreement which shall be submitted to the Owner for reimbursement within thirty (30) days. In the event that the Owner does not pay the accounts within thirty (30) days, it is hereby understood that the Owner shall be in default of this Agreement and the Owner agrees that the Municipality may, without further notice, invoke default provisions as set out in this Agreement. As a default of this Agreement any such costs will be deemed to be taxes to which the provisions of the *Municipal Act*, as may be amended from time to time, apply.

#### **H.4 Payment of Interest on Payment Demands**

All expenses for which demand for payment has been made by the Municipality shall bear an interest rate of eighteen percent (18%) per annum, calculated monthly, commencing thirty (30) days after demand for payment is made.

#### **H.5 Owner to Pay Cost of all Services**

The Municipality shall not be responsible for any of the costs of providing services to the Lands. All such costs shall be borne by the Owner. The Owner shall deal directly with the hydro authority and all other utility providers or suppliers. The

Owner shall obtain all approvals and permits and pay all fees and charges directly to the utility providers or suppliers.

#### **H.6 External Works**

The Owner covenants and agrees to provide, construct, install or pay for external municipal services as shown in Schedules "B" and "D" to this Agreement.

The Owner acknowledges that notwithstanding that the above-noted services may be external to the Lands, it derives a direct benefit from the provision, construction and installation of such services and that the development proposed hereunder could not be accommodated without the existence of such services.

The Owner covenants and agrees to provide, construct and install the above-noted services to the standards and specifications required by the Municipal Engineer.

The Owner agrees that external works shall be considered as Works pursuant to this Agreement and all of the clauses, requirements, and obligations of this Agreement shall apply to the external works in the same or a like manner as internal works.

The Owner acknowledges that any action taken by the Municipality or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external works, services or facilities herein required to be constructed or installed, during the Guarantee and Maintenance Period is being done without prejudice to the Municipality's right to enforce the Guarantee and Maintenance provisions of this Agreement.

**SCHEDULE "I"**  
**THE OWNER'S INDEMNIFICATION OF THE MUNICIPALITY**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**I.1 Owner to Indemnify Municipality from All Claims and Costs**

The Owner on behalf of themselves, their successors and assigns agree to indemnify and save harmless the Municipality and its agents, contractors, employees and servants from all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Municipality whatsoever which may arise directly or indirectly from:

- (a) any claim(s) pursuant to the *Construction Act*, as may be amended from time to time, in tort, contract or otherwise.
- (b) any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately vacate, discharge or withdraw all liens, claims for lien or written notices of a lien in connection with the services, as applicable.
- (b) loss, damage, accident or injury or any kind whatsoever which may arise either directly or indirectly by reason of the Municipality approving the subdivision and Works or entering into this Agreement.
- (c) loss, damage, accident or injury or any kind whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement.
- (d) loss, damage, accident or injury or any kind whatsoever which may arise either directly or indirectly by reason of drainage from or the effects of drainage from, or onto, any lands adjoining the Lands as a result of: the development of the Lands; and/or, implementation of the drainage plan or stormwater management plan; and/or the construction of any Works, facilities or structures on the Lands and/or the use of the Lands.
- (e) by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Owner pursuant to the terms of this Agreement or by reason of any defect in workmanship or material, until the Assumption of the Works by the Municipality; and,
- (f) all actions or claims relating to soil conditions and surface water and groundwater conditions on the Lands.

Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all engineering fees, consulting fees, disbursements and related expenses of the Municipality's Engineer as a result of his or her services and any consultants required to be retained by the Municipality's Engineer required to be performed for the Municipality in connection with this Agreement, the Lands or the Plan of Subdivision or any other matter or thing in connection herewith or pertaining thereto.



- (b) all legal fees and disbursements as a result of legal services rendered to the Municipality in connection with this Agreement, the Lands, the Plan of Subdivision or any other matter or thing in connection herewith or pertaining thereto.
- (c) all administrative costs incurred by the Municipality associated with the negotiation, drafting and administrative fees associated with this Agreement and undertaking of the Works and services and enforcement of this Agreement.
- (d) any costs and damages suffered by third parties as a result of the negligence of the Owner or the default of the Owner pursuant to the terms of this Agreement or the contravention of any laws, notwithstanding the fact that such third parties have not claimed or are not entitled to claim against the Municipality for such damages or costs; and
- (e) the cost of all Works and services and the employment of all persons and firms in connection with this Agreement or referred to herein.

#### **I.2 Impairment to Surface or Groundwater Quality or the Environment**

Where the Municipality has a reasonable concern, in its sole discretion, and confirmed by qualified persons, which indicates a potential impairment to surface or groundwater quality or the environment associated with the development and operation of this subdivision, the Municipality shall have the right under this Agreement to request the Owner to provide any relevant existing information in its possession, including that of any agents/consultants or assignees, to determine whether the development is responsible for an impairment in water quality or environment. This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to take corrective measures and such obligations shall remain the Owner's obligations.

#### **I.3 Provision of Further Information by Owner**

If there is a Deficiency related to surface water or groundwater prior to completion of the Guarantee Period that is outside those anticipated by the reports that are part of Schedule "B" and requested by the Municipality's Engineer in writing, the Owner shall provide the Municipality with any such relevant information in its possession or, the Municipal Engineer may require that the Owner undertake a study which may include an environmental site assessment, hydrogeological study, well survey, water quality study, storage tank testing results or such other study as may have been prepared or is required to be prepared to investigate contamination of surface or groundwater as a result of the development of or use of the Lands. This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to take corrective measures and such obligations shall remain the Owner's obligations. The Owner's obligations are limited to reporting and correcting the Deficiencies identified above, except as otherwise required by law.

#### **I.4 Owner to Take Action in Event of a Deleterious Impact**

In the event of a spill of a pollutant by the Owner or their agents or employees prior to completion of all Guarantee Periods, the Owner agrees that it shall be responsible for doing everything practicable to prevent, eliminate and ameliorate the adverse effect, or to do everything practicable to restore the natural environment. This may include, but not necessarily be limited to, the design, installation, and approvals for restorative or mitigative works, and such works shall be considered to be Works for the purpose of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement.

**I.5 Municipal Right to Compensation From Owner**

The Owner also agrees that the Municipality shall have the right to compensation from the Owner:

- (a) for loss or damage of Works prior to completion of all Guarantee Periods incurred as a direct result of:
  - (i) the spill of a pollutant by the Owner or their agents or employees that causes or is likely to cause an adverse effect,
  - (ii) the exercise of any authority under this Agreement, or
  - (iii) neglect or default in carrying out a duty imposed or an order or direction made under this Agreement;
- (b) for all reasonable costs and expenses incurred in respect of carrying out or attempting to carry out an order or direction under this Agreement or as ordered by the Ministry of the Environment, Conservation and Parks, or other responsible Provincial or Federal authority.

The Owner is not liable for compensation if it establishes, to the Municipality's satisfaction, that it took all reasonable steps to prevent the deleterious impact or spill of the pollutant or if it establishes, to the Municipality's satisfaction, that the deleterious impact or spill of the pollutant was wholly caused by,

- (a) an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country.
- (b) a natural phenomenon of an exceptional, inevitable and irresistible character.
- (c) an act or omission with intent to cause harm by a person other than the Owner, or,
- (d) any combination thereof.

However, this does not relieve the Owner from the responsibility to repair or reinstall the Works required by this Agreement and this does not relieve the Owner from liability compensation to the Municipality for loss or damage that is a direct result of neglect or default of the Owner in carrying out a duty imposed or an order or direction made under this Agreement; or from liability, in the event of an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country, for cost and expense incurred or, in the event of a natural phenomenon of an exceptional, inevitable and irresistible character, for all reasonable cost and expense incurred:

- (a) to do everything practicable to prevent, eliminate and ameliorate the adverse effect, or
- (b) to do everything practicable to restore the natural environment, or both.

For the purposes of this Agreement:

- (a) "restore the natural environment", when used with reference to a deleterious impact or spill of a pollutant, means restore all forms of life, physical conditions, the natural environment and things existing immediately before the deleterious impact or spill of the pollutant that are affected or that may reasonably be expected to be affected by the deleterious impact or pollutant, and "restoration of the natural environment", when used with reference to a spill of a pollutant, has a corresponding meaning.

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- (b) "spill", when used with reference to a pollutant, means a discharge,
  - (i) into the natural environment,
  - (ii) from or out of a structure, vehicle or other container, and
  - (iii) that is abnormal in quality or quantity in light of all the circumstances of the discharge.
- (c) "deleterious impact" or "adverse effect" means one or more of,
  - (i) impairment of the quality of the natural environment for any use that can be made of it,
  - (ii) injury or damage to property or to plant or animal life,
  - (iii) harm or material discomfort to any person,
  - (iv) an adverse effect on the health of any person,
  - (v) impairment of the safety of any person,
  - (vi) rendering any property or plant or animal life unfit for human use,
  - (vii) loss of enjoyment of normal use of property, and
  - (viii) interference with the normal conduct of business.

#### **1.6 Municipality Does Not Warrant Condition of Soils**

The Owner acknowledges and agrees that any municipal approvals, including zoning and subdivision approvals, do not verify or confirm the adequacy of soil conditions and the Owner accepts full responsibility for soil conditions, including soil and/or groundwater and surface water contamination.

#### **1.7 Owner Responsible for On-Site and Excess Soil Management**

The Owner acknowledges and agrees that it is responsible for excavating, collecting, managing, transporting, depositing and disposing of excess soil in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, and associated regulations, including but not limited to O. Reg. 406/19, O. Reg. 153/04, O. Reg. 351/12 and Reg. 347. The Owner agrees to retain a project leader to manage the excavation of soil, develop and implement a process to manage excavated soil, and comply with all public notice and record-keeping requirements in accordance with all applicable legislation, regulations and guidelines issued by the Province.

#### **1.8 Occupational Health and Safety and Workplace Health and Safety**

The Owner shall ensure that all contractors installing, maintaining or otherwise working on municipal lands or services, including services intended, but not yet, to be accepted or assumed by the Municipality, shall comply with the requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, and associated regulations, as may be amended from time to time; and comply with the requirements of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, and associated regulations, as may be amended from time to time.

The Owner hereby agrees to indemnify and save harmless the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly from a failure to comply with these requirements.



**SCHEDULE "J"**  
**THE CONDITIONS FOR ISSUANCE OF BUILDING PERMITS AND  
 OCCUPANCY AND USE**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**J.1 No Occupancy or Building Permit Until All Conditions Met**

The Owner acknowledges and agrees not to apply for residential building permits and that no building permit shall be issued until all of the requirements for building permit issuance as outlined within this Agreement have been met.

**J.2 Building Permit Issuance**

Notwithstanding or limiting the generality of the requirements of clause J.1, the Owner also specifically covenants and agrees not to apply for building permits and acknowledges and agrees that no residential building permit shall be issued until:

- (a) the Plan of Subdivision has received Final Approval and has been registered.
- (b) this Agreement has been executed by the Owner, filed with the Municipality and registered on title to the Lands.
- (c) the Municipality has confirmed that water, below ground Public Works including roads up to and including base course of asphalt, sewage treatment and conveyance facilities (not including the commissioning of the Sanitary Treatment System for the first phase, being approximately 65% of the total dwelling units of the Plan of Subdivision, which will be required prior to occupancy) drainage and stormwater facilities are available for the lot applied for to the satisfaction of the Municipal Engineer; that all above ground and below ground Public Works have been substantially completed to the Municipal Engineer's satisfaction; that preliminary lot grading has been completed in accordance with the subdivision grading plan and has been certified by the Owner's Engineer and accepted by the Municipality in accordance with the Earthworks Agreement and approved plans, except that building permits may be issued for model homes or temporary sales offices upon terms and conditions as established from time to time by the Municipality in a Model Home or Temporary Sales Office Agreement.
- (d) the Municipal Engineer has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands and a fire break plan, if deemed necessary by the Municipality, has been approved by the Municipal Engineer.
- (e) the Municipality has confirmed that all development charges, taxes, levies, fees and other payments required under this Agreement have been paid in full or secured by sufficient security.
- (f) the Municipality has confirmed that all necessary conveyances of land,
- (g) easements and reserves have been received free and clear of all encumbrances and have been registered against title to the lands to which they are to apply.
- (h) the Owner's surveyor (OLS) has certified that, on lots or blocks on which easements have been imposed or for lots and blocks immediately adjacent to such easements, required municipal services have been installed within the limits of the easements granted to the Municipality.

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- (i) the Owner has ensured and provided evidence that all dead trees within the limit of the Plan have been removed.
- (j) all sediment and erosion control measures and any required environmental mitigation measures are in place, including measures to address slope stability and hydrogeological recommendations.

Specifically, the Owner agrees to provide to the Municipality a soils report, a hydrogeological report and slope stability and erosion study for Blocks 161, 296 and 303 prepared by a geotechnical consultant which recommends the material and methods necessary for the construction of roads and services to meet the Municipality's standards including but not limited to the construction of the stormwater management facilities, wastewater treatment and disposal facilities. Geotechnical reports for the siting of individual dwellings shall be prepared as determined by the construction engineer preparing detailed design for the issuing of a building permit.

- (k) an individual final lot grading, drainage, driveway and tree planting plan has been approved and stamped by a professional engineer and submitted by the Owner and approved by the Municipal's Engineer.
- (l) the Owner has submitted a groundwater assessment in accordance with the Municipality's requirements which establishes the Average Groundwater Level conditions on the lot and the appropriate foundation drain, foundation, basement floor and first finished floor elevations and the Municipality has approved the assessment.
- (m) signs denoting "Unassumed Roads" have been installed at the entrances to the subdivision in accordance with this Agreement.
- (n) the traffic and street signs, including temporary signs, have been installed and approved by the Municipal's Engineer.
- (o) supply satisfactory evidence, where applicable, of compliance with the Ministry of the Environment, Conservation and Parks approval for sanitary service works and/or any other services or works and, without limiting the foregoing, this shall include sanitary sewers or works, storm sewers or works, water supply works, and drainage works associated with the development of the Lands.
- (p) the municipal Control Architect has stamped and signed the drawings certifying compliance with the Urban Design/Architectural Control Guidelines, and,
- (p) the Owner has submitted a complete building permit application, in accordance with the Municipality's application guidelines and requirements, and the applicable fees.

Final lot grading, drainage, driveway and tree planting plans and drawings submitted for building permits shall contain all information required by the Municipality, including the requirements specified in the Municipality's engineering standards and building permit application guidelines, and shall, at a minimum, illustrate the following:

- (a) the location and dimensions of the proposed dwelling and accessory structures and any structures on adjacent lots.
- (b) the location, size and elevation of the sewage works or sub-surface sewage disposal system, as applicable, on each lot and all pertinent design criteria.
- (c) the location, elevation and size of water works or location of wells and water lines, as applicable, on the lot and adjacent lots.
- (d) the location and specifications of all drainage features including swales, soak away pits, roof leaders and sump discharges.

- (e) the Average Groundwater Level and proposed elevation of the footings and tile drains as well as the top of foundation.
- (f) the extent of the disturbed area; existing and proposed grades; and the elevations of the finished floor and the minimum openings.
- (g) the location of any slopes or hazard areas on the lot, and any tree or environmental mitigation features or measures.
- (h) the direction of surface drainage, swales and other related features and break points for surface drainage.
- (i) the location and specifications of any trees and any other required landscaping features and depth of topsoil to be placed (minimum 100mm).
- (j) the location and specifications of any retaining walls, flood control features or other remedial measures required for development of the lot, and,
- (i) zoning setback requirements and compliance with those requirements.

The Owner agrees that, prior to construction, all buildings shall be located and adequately demarcated on the lands by an Ontario Land Surveyor so as to ensure that the building shall be constructed in compliance with the applicable zoning provisions and requirements.

Prior to the issuance of a building permit for any lot listed in the list above, the Owner must submit a report to the Municipality outlining the measures to be taken to correct the problems on the lot. The report must be prepared by an individual with the appropriate qualifications to address the matter and the Municipality may reject outright any submission not prepared by a suitably qualified professional. The Owner shall pre-consult with the Municipality with respect to the report requirements and required qualifications. The report and corrective measures must be approved by the Municipality prior to the Owner applying for a building permit in accordance with the requirements of this Agreement.

### J.3 Occupancy of Buildings

The Owner covenants and agrees not to apply for or permit residential occupancy of any building or part thereof for which building permits have been issued, with the exception of approved model homes or sales offices for which a separate agreement has been established with the Municipality, until all Works required under this Agreement for issuance of a building permit and occupancy are completed; construction of the building has been completed in accordance with the requirements of the Ontario Building Code; the Owner has demonstrated compliance with the applicable zoning by-law and any other municipal by-laws; and, that the water distribution and sanitary sewer collection and wastewater treatment services have been tested and approved and are operating in accordance with the conditions established by the Municipality or suitable private sanitary and water services have been installed and connected where the development is approved on private or partial services.

Notwithstanding or limiting the generality of the foregoing, and subject to any extension or variation granted by the Municipal Engineer as set out below the Owner covenants and agrees not to permit occupancy of any building or part thereof until:

- (a) conditions for occupancy under the *Building Code Act* have been satisfied.
- (b) The Owner's Engineer has certified, meeting the specifications of the Municipality and, not limiting the generality of the foregoing, that the construction of the lot has been completed in accordance with all specifications and requirements of the approved lot grading plan; that lot grading and seeding and/or sodding, and lot landscaping have been completed in accordance with this Agreement; and that subdivision drainage and stormwater measures are in place and properly functioning to serve the lot.

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- (c) the Owner's Landscape Architect has certified, meeting the specifications of the Municipal Engineer and, not limiting the generality of the foregoing, that lot landscaping has been completed in accordance with this Agreement.
- (d) where any variation of the lot grading plan or landscaping has been approved by the Municipal Engineer, the Owner's Engineer and Landscape Architect shall prepare and certify an as-built lot grading plan.
- (e) the Owner has submitted a certificate from an Ontario Land Surveyor indicating that the building complies with the applicable zoning by-law.
- (f) The Owner's Engineer or Ontario Land Surveyor has submitted a certificate, certifying that the elevation of the footings, drains and top of the foundation are in conformity with the overall lot grading plan and the requirement that all foundations be constructed so that the footing and drains are located a minimum of 0.3m above the Average Groundwater Level, unless otherwise approved by the Municipal Engineer in writing and in this case such lots shall be subject to a warning clause registered on title.
- (g) the Owner has made arrangements for the installation of a water meter in accordance with the Municipality's requirements, where development is serviced by a municipal water system, and has made arrangements with the Municipality for water billing,
- (h) the Municipality has received confirmation that the Owner has met all requirements of the responsible authorities for the provision of utilities, and that the building is connected to utilities in accordance with the requirements of those authorities; and
- (i) Notwithstanding (c) and (d) above, where the Municipality has agreed to an extension of satisfaction of the lot grading requirements in accordance with clause J.6, the completion of these Works shall meet the terms of the extension.

Prior to occupancy of any new residential buildings or structures and/or prior to any new uses being undertaken, the Owner's Engineer shall provide the municipality with a Pre-Occupancy Application Confirmation outlining to the satisfaction of the municipality that the conditions for occupancy have been met. The Owner agrees that no request for reduction or release of the final lot grading, drainage, driveway and tree planting deposit shall be made and no such request shall be processed by the Municipality without municipal acceptance of the Owner's Engineer's Pre-Occupancy Application Confirmation. The Owner further agrees that there shall be no release of the Guarantee Holdback securities until the Municipality has received and accepted the Owner's Engineer's Pre-Occupancy Application Confirmation for all occupied buildings, or buildings eligible for occupancy, on the Lands.

The Owner covenants and agrees that the Owner is responsible for ensuring that all construction complies with the standards and provisions of the Municipality's zoning by-law and the requirements of this Agreement and fully indemnifies the Municipality of any obligation, responsibility or liability in regard thereto.

#### **J.4 Owner to Ensure Requirements Met and Provide Sufficient Time for Municipal Review**

The Owner shall ensure that all requirements set out in this Agreement are met in advance of using and/or occupying the Lands and/or buildings and acknowledges that the Municipality is under no obligation to accept or authorize occupancy, until it has had a reasonable time, as the Municipality may determine acting reasonably, to review the information and process the request for occupancy.

#### **J.5 Municipality Entitled to Obtain Court Order**



In the event that a building or unit is occupied otherwise than in accordance with the provisions of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality and shall pay all costs of the Municipality with respect to obtaining and enforcing such an order.

#### **J.6 Inclement Weather or Other Matters Affecting Completion of Lot Grading, Drainage, Driveway and Tree Planting**

The Owner if anticipating that there is an impediment to completing the requirements related to lot grading and landscaping or driveway surfacing prior to using and/or occupying the Lands and/or buildings may apply to the Municipality to permit occupancy prior to the completion of such Works. In such application, the Owner shall submit to the Municipality, to the satisfaction of the Municipal Engineer, reasons for the request with details as to where exemption is sought and written confirmation that the Works will be completed in accordance with a date established by the Municipality, and, in the meantime, no accessory structures, landscaping or fences shall be installed until the Works have been completed by the Owner and accepted by the Municipal Engineer.

In such cases deposits associated with the outstanding Works shall be returned only when the requirements for these Works have been satisfied to the Municipality's sole and unfettered discretion. The Municipality will grant the requested extension, but not to exceed nine (9) months from the date of occupancy. The applicable deposits shall also not be released until such Works are completed.

No more than one extension shall be provided for any lot and each request for an extension shall be accompanied by a fee payable to the municipality of two hundred and fifty dollars (\$250.00) per lot. The Municipal Engineer may modify any extension granted to further extend the date by which the Works referred to in this Section shall be completed.

#### **J.7 Final Lot Grading, Drainage, Driveway and Tree Planting Plans and Certificates to be Completed by the Owner's Engineer and Confirmed and Approved by the Municipality's Engineer**

All final grading, drainage, driveway and tree planting plans are to be completed by the Owner's Engineer and Landscape Architect to the requirements and for the approval of the Municipal Engineer. Where the completion of building construction and Works requires the certification that the construction, landscaping and Works have been completed in accordance with approved final plans or any municipally approved revisions thereto, such certification shall occur by a professional engineer and Landscape Architect in a manner acceptable to the Municipal Engineer.

Prior to the issuance of a building permit, the lot grading plans reviewed and approved by the Municipal Engineer.

The Municipal Engineer shall conduct an inspection of the lands prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding having met the requirements for release of the deposit. Such inspection and confirmation shall be at the cost of the Owner.

#### **J.8 Part Lots**

*[intentionally deleted]*

**SCHEDULE "K"**  
**THE GENERAL CONDITIONS OF APPROVAL**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**K.1 Construction Act**

The Owner shall comply with all provisions of the *Construction Act*, and without limiting the generality of the foregoing, shall hold in their possession all statutory holdbacks and any additional funds required to be held by the said Act. These holdbacks and funds shall not be disbursed except in accordance with the said Act.

The Owner shall at their expense, within thirty (30) days of receiving written notice from the Municipality to do so, pay, discharge, vacate, or cause the withdraw of, and obtain and register a release of all charges, claims, liens, written notices of a lien and all preserved or perfected liens, made, brought, or registered under the *Construction Act*, which may affect the Lands or Works, including public highways, road allowances and other lands, and which arise out of performance of this Agreement by the Owner.

The Owner shall indemnify and hold harmless the municipality from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of failure, neglect, or refusal by the Owner to comply with the *Construction Act*, or by reason of any action brought against the municipality under the *Construction Act*, and arising out of the performance of this Agreement by the Owner.

The Municipality may, at any time, after the expiry of the thirty (30) day period of written notice referred to above, authorize the use of all or any part of the performance security or deposits required under this Agreement,

- (i) to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered under the *Construction Act*, which may affect any Lands subject to this Agreement, including public highways, road allowances and other lands; and,
- (ii) to pay the Municipality any amounts owing the Municipality under this Section.

The Owner acknowledges that the Municipality shall not be required to reduce or release any security or deposit until the municipality is satisfied that all of the provisions of this Section have been complied with.

Where this Agreement requires that proof of no liens filed must be provided the requirement may be fulfilled by provision of a written notice from the Owner's solicitor or professional engineer which certifies that:

- (i) All contractors for the Works for which a reduction or release is sought have been paid in full;
- (ii) That the applicable lien periods have been completed; and,
- (iii) That no liens or written notices of lien have been given, brought or registered.

Such correspondence shall also explicitly acknowledge that the Municipality shall rely on such certification and that the author fully indemnifies the Municipality of any subsequent claim, actions, or costs arising from such reliance and shall ensure that any subsequent claim or action is discharged to the satisfaction of the Municipality at no cost to the Municipality.

**K.2 Owner to Retain Professional Engineer**

The Owner covenants and agrees to retain a professional engineer (hereinafter referred to as the "Engineer" in this clause K.2) who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports which are to be submitted to the Municipality and other obligations set out herein. The Engineer or a successor shall be approved by the Municipal Engineer and shall carry out all necessary engineering requirements for the development of the Plan of Subdivision in accordance with this Agreement.

The Owner's agreement or contract with the Engineer shall include design, general supervision and resident supervision and shall provide that the Municipality may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction in the event that in its opinion, based on its sole and unfettered discretion, the work or construction is being performed in a manner that may result in a completed installation or construction that would not be satisfactory to the Municipality. The failure of the Owner to incorporate such clauses in its contract shall in no way limit the Municipality's ability to carry out such action(s).

The Engineer will be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the approved Engineering Drawings and reports, prior to the reduction of the Securities held for engineering-related works. The certificate, or certificates, shall be in a format acceptable to the Municipality.

The Engineer, or an approved successor, shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Municipality.

The Engineer shall provide, during all hours of construction, competent on-site supervision of all Works required to be done pursuant to this Agreement.

### **K.3 Haul Route and Traffic Control**

The Owner acknowledges and agrees that the applicable road authority shall have the right to designate and limit access to the Lands from public highways adjacent thereto. Permissible Haul Routes will be designated in accordance with those approved and provided in writing by the Municipal Engineer and may be altered from time to time in accordance with the approved written directives of the Municipal Engineer. No other route may be used unless approved in writing in advance by the Municipal Engineer.

The Owner covenants that access to the Lands by construction and related vehicles during the period of construction will be provided.

All access roads must be maintained by the Owner in good repair during the time of construction, including dust control and the removal of any mud or debris tracked from the Lands. Dust control and street cleaning shall be utilized as necessary to maintain public roads in a clean and debris-free appearance, in a hazard-free condition, and in accordance with any requirement by the applicable road authority.

The Owner shall not cause any road which provides access to properties not within the boundary of the Lands to become unsafe or impassable (as determined by the applicable road authority in its sole discretion) during the time of construction and shall be responsible for any claims arising from the failure to do so including the cost of legal fees, awards or payments arising therefrom. The Owner shall ensure, to its best reasonable ability, that all vehicles carrying material to or out of the site shall be appropriately covered or secured so as to prevent the spillage of material out of such vehicles and the Owner is responsible for all damages and/or remedial works in regard to any incident associated with the failure to do so.

No roadway outside the limits of the Lands may be blocked or closed without the written consent of the Municipality. For the purposes of obtaining consent, the Owner shall make a request in writing indicating the date, time and duration of the closure or blocking a minimum of seven (7) days in advance of the time it wishes to block or close the road. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Owner.

During construction, where required due to construction or related activity on a public road, traffic control shall be provided in accordance with all provincial and municipal requirements. "Construction Ahead" signs are to be placed on all roads approaching the construction site; and no construction equipment is to be parked on adjacent roads.

#### **K.4 Emergency Works and Emergency Works Deposit**

At any time prior to the Assumption of the Works by the Municipality, if any of the Works do not function or do not function properly or, in the opinion of the Municipality, require necessary immediate repairs to prevent damage or hardship to any persons or to any property, the Municipality may enter upon the Lands and make whatever repairs may be deemed necessary and the Owner shall pay to the Municipality, immediately upon receipt of a written demand, all expenses (including engineering fees), based upon the cost of the work incurred in making the said repairs. If the Owner fails to make the payment as demanded by the Municipality, the Municipality shall be entitled to draw upon any security filed pursuant to this Agreement. The Municipality covenants and agrees to advise the Owner within ten (10) days from the date of entry by the Municipality of the nature and extent of the emergency and repairs which were necessary. Such undertaking to repair shall not be deemed an acceptance of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith and shall not release the Owner from any of its obligations under this Agreement.

Upon execution of this Agreement, the Owner shall deposit with the Municipality's Treasurer cash in the amount as outlined in Schedule "F" appended to this agreement to be used at the discretion of the Municipality for such items as the control of debris and dust, emergency works or any other item affecting adjacent public or municipal lands pertaining to the development of the Lands. The Municipality shall maintain the deposit in the full amount until occupancy approval and completion of the development of the Lands in accordance with this Agreement, at which time the Municipality shall refund any remaining deposit to the Owner with no interest.

#### **K.5 Fire Compliance Measures**

The Owner covenants and agrees to comply with all relevant provisions of the Ontario Fire Code issued under the *Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4*, as amended from time to time, and acknowledges that all fire hydrants shall be maintained in operating conditions and shall be readily available and unobstructed for use at all times.

The plans and drawings referred to in this Agreement and all works and services constructed on the Lands shall follow and be in accordance with all fire regulations of the Municipality and other jurisdictions, and the Owner shall incorporate into the development on the Lands such proper works and facilities as may be required by the Municipality's Building and Fire Officials having jurisdiction in respect of the construction and operation of the development of the Lands. In particular the following shall be undertaken by the Owner:

- a) the fire access routes, as shown on the plans, shall be kept clear at all times.
- b) the fire access routes shall not be obstructed by waste or other materials during construction.

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- c) during construction, the Owner shall ensure that combustible waste materials do not accumulate on the Lands in such quantities so as to constitute a fire hazard.
- d) no open burning shall be undertaken unless a burn permit has been issued by the Municipality at the request of the Owner.
- e) the Owner shall ensure that emergency phone numbers for the Fire Department re posted on the site during construction and that an adequate supply of portable extinguishers are kept on suite at all times during construction (the type and location of all extinguishers shall be confirmed with the Fire Chief of the Municipality prior to the commencement of combustible construction).
- f) any temporary heating with propane undertaken by the Owner shall be in accordance with the installation code for propane burning appliances and equipment, and,
- g) locate such number of fire hydrants and size of watermains as approved by the Municipality's Fire Chief or his designate and to satisfy any other requirements of the Fire Department at the Owner's expense.

The Owner shall implement 911 numbering to the satisfaction of the Municipality.

The Owner agrees to display the lot number and corresponding municipal address in a prominent location on each lot in a manner that makes the address fully visible for emergency servicing during construction. After issuance of an occupancy permit for the dwelling the Owner agrees that only the municipal address will be required to be displayed, in a prominent location on a dwelling being highly visible from the street.

Where deemed necessary by the Municipality's Fire Chief or Chief Building Official (CBO), the Owner shall submit a fire break plan showing the sequence of construction on individual lots and fire control measures. No construction of buildings or structures may commence until such a plan is approved by the Municipality.

The Owner covenants and agrees that notwithstanding that a building permit may have been issued for lots designated as fire break lots, no construction other than non-combustible foundations constructed in accordance with the approved fire break plan shall proceed until the exterior finish cladding, roofing and windows on the unit abutting each side lot line has been completed, unless otherwise approved by the Fire Chief or Chief Building Official.

Where the Owner requests a change in the designation of fire break lots, a change may be made subject to the approval of the Fire Chief or Chief Building Official and the payment of a transfer fee of two hundred and fifty dollars (\$250.00) for each change in designation in fire break lots.

The Owner shall provide deposit as may be satisfactory to the Municipality in the amount of two thousand five hundred dollars (\$ 2,500.00) per fire break lot upon execution of this Agreement, in regard to satisfactory performance of the Owner's obligations with regard to fire break requirements.

Where construction of a building or structure proceeds on any lot in contravention of the fire break requirements, the Municipality may take any action necessary to enforce this Agreement and may utilize the deposits provided by the Owner for the purposes of associated administrative and legal cost recovery.

Where building permits have been issued to permit the construction of model homes or sales offices, access for firefighting and water supply availability shall be maintained at all times during construction and the Owner acknowledges and accepts that the Municipality may have restricted ability to respond to a fire or emergency and the Owner indemnifies the Municipality fully and completely in regard to any claim or liability associated with the construction, occupation and use of the model homes or sales offices.

**K.6 Project Manager**

The project manager shall be the primary contact representing the Owner for construction of this project and shall be responsible for ensuring compliance with all construction and project management related requirements of this Agreement including, but not limiting the foregoing, ensuring that all Works are constructed as required by this Agreement, arranging for all inspection and certification of works by the Owner's Engineer and site safety.

The designated project manager, appointed by the Owner and entirely under the Owner's obligations, is Geoff Masotti of the firm CF Crozier and Associates which may be contacted at:

51 John Street West,  
PO Box 1011,  
Bradford West Gwillimbury ON L3Z 2B4  
905-952-3111

The Owner shall have the right to change the project manager from time to time, provided that the Municipality is notified of any such change.

**K.7 Inspection by Municipality of All Works**

The Owner covenants and agrees that the Municipality, its employees, agents and contractors or any other authorized persons may inspect all Works and the construction under any contract, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said construction itself. If the construction of Works is not, in the opinion of the Municipality, being carried out in accordance with the provisions of this Agreement or in accordance with good engineering practices, the Municipality may issue instructions to the Owner and/or to the Owner's Engineer to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, in which case the Municipality shall confirm them in writing within ten (10) days. In the event that neither the Owner nor the Owner's Engineer is present at the site of the Works to receive such verbal instructions, the Municipality may instruct the contractor(s) to cease work forthwith.

**K.8 Additional Tests on All Works**

The Owner acknowledges and agrees that the Municipality may conduct, at the expense of the Owner, any tests that it, in its absolute discretion, considers necessary to satisfy itself as to the proper construction, installation or provision of the Works.

**K.9 Municipality May Repair All Works**

In the event that the Owner fails to keep any of the Works in a proper state of repair up to the date of Acceptance or Assumption, as may be applicable, of the Works, the Municipality may upon ten (10) days notice, enter upon the Lands and make such repairs as are necessary and the Owner shall forthwith upon demand pay to the Municipality the cost thereof. If the Owner fails to make the payment as demanded by the Municipality, the Municipality shall be entitled to draw upon any security or deposit filed pursuant to this Agreement.

**K.10 Site Safety and Security**

The Owner shall do, cause to be done, or refrain from doing, any act or thing as directed by the Municipality if at any time the Municipality considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws above. If the Owner fails to comply with such direction, the Municipality may take action to remedy the situation at the expense

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of the Owner and in this regard the Municipality also shall be entitled to draw upon any security or deposit filed by the Owner under this Agreement.

During construction and until all site development activity is complete, all construction areas and potentially hazardous areas of the site shall be secured with safety fencing and/or hoarding so as to prevent, restrict or properly protect all public access and the site shall be signed accordingly, at all times.

Where Works are located adjacent to public roads, sidewalks, trails or other areas to which the public has access, the construction site shall be secured with necessary protection measures, including overhead protection, and signed to ensure that there is no hazard to the public.

Appropriate signage and/or other measures shall be utilized to ensure that equipment entering the site does not interfere with or damage overhead or underground services and the Owner shall be responsible for repairing any damage to such works as well as any liabilities arising from such damages and associated service interruption.

It shall be the Owner's sole responsibility to identify all potentially hazardous areas and install necessary protective works.

#### **K.11 Outside Storage**

The Owner acknowledges and agrees that, unless otherwise provided for and specified as to location and requirements in a plan submitted to and approved by the Municipality, no outdoor storage is permitted on the Lands.

The Municipality acknowledges that during construction and development of the Lands, construction equipment may be temporarily stored on the Lands. However, such equipment must be maintained in a good state of repair so as to not result in site contamination by leakage or spills; no maintenance of construction equipment is to occur on the site; equipment should be safely and securely stored; and, no storage of hazardous materials, including fuels, is to occur on-site.

The Municipality acknowledges that during construction and development of the Lands, construction materials and solid refuse bins must be stored on the lots on which construction has commenced or a building permit issued or designated lots approved by the Municipal Engineer. All such materials must be stored in a safe, neat and tidy manner and any refuse promptly collected and appropriately disposed of.

The temporary storage of materials and equipment may also occur in a temporary area within the development where the Owner has prepared a plan showing the location and nature of materials to be stored, outlining the conditions and expected time periods for storage, any mitigative measures to prevent impacts to adjacent lands, and has received the Municipality's approval for the temporary construction storage plan.

Notwithstanding the above paragraphs, the Municipality may at its sole and unfettered discretion direct that the stored equipment or materials be moved to an alternate location on the Lands, or be removed entirely from the Lands, where, in its opinion, such storage contradicts the intent of this clause of the Agreement, or where such storage represents an unreasonable aesthetic impairment to adjacent uses or has the potential to impair the environment.

Where soils or aggregate materials are to be temporarily stored in stockpiles on the development site, a storage plan shall also be prepared and submitted by the Owner. Such a plan shall show the location and nature of materials, any mitigative measures associated with drainage or to prevent impact to neighbouring properties, and expected time periods for storage and site remediation. No storage shall occur until the municipality has approved the storage plan.



**K.12 Negative Impact on Water Supplies and the Environment**

If the construction and operation of the development results in any negative impact to the water supply of other land owners or the Municipality, and that impact would be considered unacceptable according to applicable provincial standards, policies and/or guidelines the Owner shall make available to the impacted individual, or individuals, a supply of water equivalent in quantity and quality, or shall compensate the impacted individual, or individuals, for their reasonable costs in doing so, and the Owner shall modify its operations and take any other necessary actions to prevent future impacts.

If, at any time prior to the Assumption of Public Works, the Municipal Engineer believes that the construction and operation of the development has caused a negative impact to the environment and/or the water supplies of an individual, or individuals, and that that impact would be considered unacceptable according to applicable provincial standards, policies and/or guidelines, the Municipality shall notify the Owner in writing with a copy to the relevant Provincial authority. The Owner, within twelve (12) hours of receipt of such notice shall make available to any impacted individual, or individuals, a temporary supply of water equivalent in quantity and quality, or shall compensate the impacted individual, or individuals, for their reasonable costs in doing so. The Owner shall also immediately carry out an assessment, which may include technical investigations and testing, to determine the cause of the impacts to the water supply or environment and shall prepare a corrective action plan. Both the investigation and the corrective plan shall be prepared at the cost of the Owner and shall be undertaken to the satisfaction of the responsible Provincial authority and the Municipality. If necessary the Owner shall immediately cease operations or modify its operations and take any other necessary actions to prevent additional or future impacts.

If a temporary water supply or other mitigative measure is required under the conditions of this Agreement, the temporary water supply or mitigative measure shall be provided and maintained by the Owner until such time as the Owner has demonstrated to the satisfaction of the responsible Provincial authority and the Municipal Engineer, at their sole and unfettered discretion, that either the construction, management, operation or use of the Lands has not caused the impact, or, that corrective actions have been taken so as to prevent to restore the water supply and/or environment and to prevent recurrence of the impact.

This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to take corrective measures and such obligations shall remain fully and completely the Owner's obligations.

**K.13 Water Supply and Watermains**

Where applicable as a result of provision or intended provision of municipal water services, the Owner covenants and agrees to:

- (a) install a complete system of watermains and appurtenances to service the Lands included in the Plan of Subdivision in accordance with the Municipality's requirements.
- (b) adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the Municipality.
- (c) maintain all watermain services and appurtenances until assumed by the Municipality; and,
- (d) not open or close any valve, hydrant or gate in any street watermain connected into and served by the Municipality's system of water supply, or alter or interfere with same in any manner.



**K.14 Location of Water Service Boxes**

Water services boxes for each lot are not to be located in a proposed driveway unless otherwise directed by the Municipality or as shown on the approved composite utility plan. The Owner covenants and agrees to relocate any water service box out of any proposed driveway that has not been approved by the Municipality or as shown on the approved composite utility plan.

**K.15 Watermains and Fire Hydrants**

The location, number and colour of fire hydrants and the size of watermains shall be subject to the approval of the Municipal Engineer.

**K.16 Fire Hydrants**

- (a) The Owner acknowledges and understands that it shall be its sole responsibility to charge and maintain all fire hydrants in the Plan of Subdivision until Acceptance by the Municipality.
- (b) Anti-tampering devices must be installed on all fire hydrants located within the Lands covered by this Agreement. These devices must not be removed until the Acceptance of the Public Works has occurred or as directed by the Municipality. The maintenance of these devices will be the responsibility of the Owner. If the anti-tampering devices are not maintained by the Owner, the Municipality may draw on any security filed pursuant to this Agreement to complete the necessary work to the satisfaction of the Municipality.

**K.17 Use in Accordance with Waterworks By-law(s)**

The Owner acknowledges and agrees that the use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Municipality's waterworks by-law(s) – (including Water Rates By-law 05-63, as amended and Sewer Rates By-law 18-49 as amended. The Owner agrees not to use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Municipality and until a temporary water meter has been installed by the Municipality, at the Owner's expense, to record the amount of water used for flushing or testing. The Owner shall be responsible for the cost of installing and subsequently removing such temporary water meter as well as the costs of the water used for such flushing and testing at the rates applicable from time to time and levied by the Municipality. The Owner shall also be responsible for all costs associated with the maintenance of the temporary water meter.

**K.18 Sanitary and Storm Sewers**

Where applicable as a result of provision or intended provision of municipal sanitary or storm sewer services, the Owner covenants and agrees to:

- (a) install a complete system of sanitary and storm sewers and appurtenances to service the Lands included in the Plan of Subdivision in accordance with the Municipality's requirements.
- (b) connect and drain all sanitary and storm sewers to outlets approved by the Municipality or such other governmental authorities as may be applicable.
- (c) maintain all sanitary and storm sewers and appurtenances until assumed by the Municipality.

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- (d) not connect any watermain or sewer to an existing municipal services unless authorized in writing by the Municipality.
- (e) not permit occupancy of any dwelling unit prior to the connection of the foundation drainage to the storm sewer system or an alternative system as approved by the Municipality; and,
- (f) not connect the roof drainage system to the storm sewer system.

**K.19 Storm Water Management:**

The Owner covenants and agrees to:

- (a) implement a storm water management system incorporating the recommendations outlined in a report listed in Schedule "B" to this Agreement and any subsequent addendum or reports and subject to approval of such by the Nottawasaga Valley Conservation Authority and the Municipality.
- (b) to carry out all works and to obtain all necessary permits required to implement the siltation and erosion control measures set out in a report listed in Schedule "B" to this Agreement and any subsequent addendum or reports and subject to approval of such by the Nottawasaga Valley Conservation Authority and the Municipality, and,
- (c) where required by statute or municipal by-law, apply for and obtain a permit for grading or site alteration works.

**K.20 Sewer Video Inspection Program**

The Owner covenants and agrees to:

- (a) undertake and pay for a CCTV sewer video inspection program for all new storm and sanitary sewers including service laterals and subdrain (in accordance with OPSS.MUNI 405, as amended) constructed as part of the Public Works for the Plan of Subdivision prior to acceptance and prior to assumption. These works shall be undertaken by a qualified provider, to be approved by the Municipality's Director of Infrastructure and Development prior to video inspection being undertaken.
- (b) provide the Municipality with a copy of digital CCTV videos and written reports in a format as specified by the Municipality.
- (c) carry out the video inspection:
  - (i) after completion of base course asphalt prior to acceptance of the below ground Public Works for mainline storm and sanitary sewers.
  - (ii) prior to occupancy but after connection of services by the builder(s) to any unit for storm and sanitary lateral services. Flushing of the laterals must also be completed prior to the video inspection.
  - (iii) prior to Assumption of the below ground Public Works; or,
  - (iv) at any other time if required by the Director of Infrastructure and Development, and,
- (d) remove all silt and debris from the sewers prior to the video inspection taking place and to rectify any sewer Deficiencies that may be outlined in the report or as required by the Municipality's video inspection report.

**K.21 Streets and Highways**

The Owner covenants and agrees to:

- (a) obtain the approval of the Municipality for the granular and stone bases for municipal services on all roads prior to the laying of the base course of asphalt.
- (b) pave the traveled portion of all roads with an asphalt surface, with concrete curbs and gutters and catch basins drained by storm sewers and that such top course of asphalt shall be laid as directed by the Municipality, within the twelve (12) to twenty-four (24) month period after the placing of the base course of asphalt, unless otherwise directed in writing by the Municipality.
- (c) where temporary turning circles are required to provide road accessibility for services (waste removal, etc.) to the residents, the Owner agrees to remove and restore the temporary turning circles to the normal condition, at the Owner's cost, when required and that all work shall be to the satisfaction of the Municipality. The design of the temporary turning circles and any implications on surrounding land use shall be addressed in the detail designs to the satisfaction of the Municipality.
- (d) be responsible for the clean-up and repair of all public streets, including boulevards, upon which obstructions or mud and dust are created or which are damaged by the installation and maintenance of any Works, regardless of the persons responsible for the obstructions, mud, dust or damage and to undertake such works as are necessary to clear and clean the streets or repair the damage within twenty-four (24) hours of verbal notification, and that, if the Owner fails to comply, the Municipality shall be entitled but not obligated, to arrange for the necessary work to be undertaken at the Owner's expense and to draw upon any security provided under this Agreement to the extent necessary to pay such costs in connection therewith; and,
- (e) maintain all roads for vehicular traffic and shall maintain all sidewalks on all roads for pedestrian traffic during all phases of construction until such roads been assumed by the Municipality.

**K.22 Road Occupancy Permit and Entrance Approvals**

The Owner shall when installing or carrying out works on existing municipal roads, obtain a Road Occupancy Permit, or alternate municipal approval. The Owner shall provide a cash deposit in an amount satisfactory to the Director of Infrastructure and Development, to guarantee the performance of the Owner's obligations pursuant to the Road Occupancy Permit and to indemnify the Municipality for any costs incurred as a result of works undertaken on the road allowance(s). The deposit is a pre-estimate only and the Municipality shall be completely indemnified by the Owner for any costs or damages incurred by the Municipality as a result of any works undertaken on the Municipality's road allowance(s).

The Owner acknowledges and agrees that, in constructing entrances on any assumed municipal road, it shall be responsible for obtaining an Entrance Approval for each entrance from the Municipality, and that it shall be required to carry out any and all works specified in the Entrance Approvals for the Development of the site and that such entrance improvements shall include drainage alterations so as to direct drainage away from the traveled portion of the entrance and the road/highway. Such Approvals will automatically form part of this Agreement by reference to the requirement for the Approvals, but shall not be appended to this Agreement for registration purposes. In the event that the Owner fails to comply with any terms and conditions of the Approvals, or fails to make modifications or

changes required by the Approvals, the Municipality shall have the right to enter onto said land to conduct all works necessary to comply with the terms and conditions of the Approvals, or to effect modifications and changes up to and including the date of the submission of the Declaration of Completion as certified by the consulting engineer. All securities and deposits held under this Agreement shall also stand to secure the works for entrances. The Owner further acknowledges and agrees that for the purposes noted above, the Municipality shall be entitled to realize upon any securities and deposits filed by the Owner with the Municipality, under the terms of the Agreement to be applied towards costs incurred by the Municipality in conducting any required works on said Lands or road allowance.

#### **K.23 Winter Maintenance of Streets and Highways**

The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision until Assumption by the Municipality.

Prior to Assumption of any streets and highways, the Owner may make arrangements to have the Municipality carry out winter maintenance at the expense of the Owner on traveled portions of all such streets and highways that are connected by asphalt to assumed public highways if manholes and catch basins are ramped on base course asphalt and to have the Municipality carry out winter maintenance at the expense of the Owner on sidewalks. The Owner acknowledges and agrees that such winter maintenance shall not constitute Assumption and it specifically absolves and indemnifies the Municipality from any and all loss or liability of every nature and kind whatsoever in connection with such winter maintenance.

The Owner covenants and agrees to pay a fee based on rates established by the Director of Infrastructure and Development for such work. Nothing herein shall be construed as being maintenance by the Municipality for the purposes of creating any statutory duty on the Municipality for the maintenance of public streets and highways or with respect to the assumption of the roads as public highways, it being understood and agreed that the Municipality's status in this capacity is as a subcontractor or agent of the Owner and not as a municipality.

#### **K.24 Traffic Control Devices**

The Owner covenants and agrees to:

- (a) erect temporary traffic control devices, conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when the streets and highways are completed to base course asphalt and to maintain the same until permanent traffic control devices are constructed.
- (b) erect permanent traffic control devices conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when all grading of streets and highways, and boulevards have been completed and to maintain such streets, highways and boulevards until Acceptance by the Municipality, and,
- (c) install automatic signal changers for emergency vehicles to the satisfaction of the Director of Infrastructure and Development and the Fire Chief at all locations where traffic control signals are installed as part of this subdivision agreement and to maintain the same as required under this Agreement.

#### **K.25 Street Signs**

The Owner covenants and agrees to:

- (a) erect temporary street signs to standards of the Municipality at all street and highway intersections in the Plan of Subdivision prior to the commencement of construction of any buildings or structure, and to maintain such temporary street signs until permanent signs are erected;
- (b) to erect permanent street signs when all grading of streets, highways and boulevards have been completed to the satisfaction of the Director of Infrastructure and Development and to maintain such street signs until Assumption by the Municipality; and
- (c) erect appropriate advisory signage at a visible place at any stub road in the Plan of Subdivision, whether temporary or permanent, a warning that the road is intended to be opened at a future date.

#### **K.26 Pavement Markings**

The Owner covenants and agrees to pay to the Municipality all costs involved with the installation and maintenance of pavement markings for the Plan of Subdivision. The Municipality shall install the pavement markings at the Owner's expense and the Owner will maintain same as required under this Agreement.

#### **K.27 Turnarounds**

The Owner covenants and agrees that in the event that construction of the Plan of Subdivision is being phased, or if the Plan of Subdivision abuts future development land, the Owner will provide adequate turning space for vehicles at the applicable phase of the boundaries of the Plan of Subdivision. The turning space will be constructed in accordance with the Municipality's design standards and specifications.

#### **K.28 Sidewalks and Public Walkways**

The Owner covenants and agrees to:

- (a) construct all sidewalks and public walkways and to pave same in accordance with the Municipality's specifications and to the satisfaction of the Municipality, and,
- (b) pave all driveways between public sidewalks and walkways and curbs prior to Assumption by the Municipality.

#### **K.29 Grading and Drainage**

It is the Owner's responsibility to:

- (a) not permit the Lands to drain otherwise than into a properly installed drainage system with proper catchbasins connected to a Municipality's storm sewers or ditches and the grades and drainage facilities shall be so established as to provide roof water onto the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow.
- (b) to obtain approval from the Ministry of the Environment, Conservation and Parks, the Nottawasaga Valley Conservation Authority and the Municipality with regard to stormwater management facilities.
- (c) to implement and maintain an on-site storm water management system designed according to the policies and criteria of the Municipality.
- (d) to implement, monitor and maintain on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Municipality and to allow the Municipality and its agents, in perpetuity, access to

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the Lands to inspect roof drains, inlet control devices and storm water management facilities.

- (e) submit an overall grading control plan for the Plan of Subdivision to establish the proposed grading of the Lands to properly drain the Plan of Subdivision and all adjacent lands which drain through the said subdivision which plan is to be designed using the Municipality's design criteria, standards, specifications and good engineering practices.
- (f) submit individual engineered lot grading plans for each lot to be prepared to provide further grading details and which conform to the grading control plan and acknowledges that no building permits will be issued until such plans have been approved by the Municipality.
- (g) grade the Lands in conformity with the elevations and spot levels shown on the individual lot grading plans as approved by the Municipality and accordance with the Municipality's design, criteria, standards, specifications and good engineering practices.
- (h) correct or rectify any drainage problems by altering the grade of by constructing catchbasins, swales, retaining walls or other structures as may be necessary to correct or rectify such problems, if, in the opinion of the Municipality, such problems occur due to improper grading by the Owner or due to non-compliance with the approved grading control and individual lot grading plans.
- (i) correct or rectify any grading Deficiencies to the satisfaction of the Municipality within two (2) weeks, weather permitting, of being notified by the Municipality of Deficiencies, and,
- (j) lay topsoil to a minimum depth of 100mm and to place sod on the front, side and rear yards and within the boulevards of each of the lots or part lots or blocks, except for paved or planted areas, prior to lot security release.

### **K.30 External Drainage Areas**

The Owner covenants and agrees that if any of the drainage works or services required under this Agreement result in drainage through other lands, if required by the Municipality, all such work shall be carried out by the Owner by means of an open ditch or storm sewer of sufficient size and capacity to meet the drainage requirement for the drainage area. The design is to be based on the run-off expected from the said Lands when completely developed and must meet the requirements of the Municipality. The drainage work shall be completed by the Owner at its expense and the provisions of this agreement respecting completion, approval and entry by the Municipality shall apply *mutatis mutandis*.

### **K.31 Retaining Walls**

The Owner covenants and agrees that it will be responsible for maintenance of any retaining wall which may be constructed, installed or erected on the Lands prior to the Assumption of the VWorks.

### **K.32 Waste Management**

The Owner covenants and agrees to purchase from the Municipality upon application for occupancy permits, a sufficient number of recycling containers to provide to each purchaser so that that they may participate in the municipal curbside recycling program. Furthermore, the Owner shall ensure that the containers and associated educational materials are deposited in each building or structure on or before transfer of the lot or block. The Owner agrees to pay to the Municipality the cost of the containers and materials.

**K.33 Existing Services**

The Owner covenants and agrees to repair any damage to any existing municipal services, works or facilities, whether assumed by the Municipality or otherwise and whether within the Plan of Subdivision or external thereto, caused by the installation, construction or repair of the Works required by this Agreement or otherwise caused by the development of the Lands within the Plan of Subdivision and thereafter until the Public Works and the Park Services have been assumed by the Municipality. Without limiting the generality of the foregoing or limiting the liability of the Owner, should there be a breach of this provision, the Owner shall repair the existing municipal services upon being notified by the Municipality to do so. A failure by the Owner to repair or rectify such damage to existing municipal services shall entitle the Municipality to draw upon any security filed pursuant to this Agreement.

**K.34 Street and Lot Trees**

The Owner covenants and agrees to:

- (a) install trees within the rights-of-way of all streets, stormwater facilities and parkland to be dedicated to the Municipality, and/or on individual lots or blocks in accordance with the approved Landscape Plan prepared by a Landscape Architect, as shown in Schedule "B" to this Agreement.
- (b) submit detailed working drawings to the Municipality for approval prior to construction or installation.
- (c) under supervision of a Landscape Architect, plant trees having a minimum diameter of sixty millimetres (60 mm) or as otherwise required by the Municipality in its approvals of landscaping plans and to guarantee such trees for two (2) years from the date of planting by the Municipality, and,
- (d) provide deposits and securities in the amount specified in this Agreement to the Municipality to ensure compliance with the street tree planting requirements for this Agreement, which security or deposit may be drawn upon in its full amount, if in the opinion of the, the Owner has not strictly complied with the requirements of this Section and which are subject to the applicable Maintenance and Guarantee Periods.

**K.35 Utilities**

Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunication, etc.) for the Plan of Subdivision shall be installed (as a total underground installation) at no cost to the Municipality. The Owner covenants and agrees to enter into an agreement or agreements with such applicable utility companies, to provide utilities as required, to satisfy all requirements, including but not limited to the maintenance and repair of their facilities and equipment until the Assumption of the Plan of Subdivision by the Municipality.

The Owner is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands, prior to registration of the Plan of Subdivision. The Owner covenants and agrees to pay to the Municipality the maintenance and energy costs for all illumination within the Plan of Subdivision until and prior to the date of Assumption.

**K.36 Composite Utility Plan**

The Owner covenants and agrees not to start construction of any Public Works until the composite utility plan or plans have been signed by all applicable authorities or unless otherwise approved by the Municipality.

### **K.37 Provision of Utilities**

Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunication etc.) for the Plan of Subdivision shall be installed as a total underground installation at no cost to the Municipality. The Owner covenants and agrees to enter into an agreement or agreements with such applicable utility companies, to provide utilities, as required, to satisfy all requirements, including but not limited to the maintenance and repair of their facilities and equipment until Assumption of the Plan of Subdivision by the Municipality. It is the Owner's responsibility to obtain written confirmation from the appropriate entities that all public utility requirements for the Lands have been met without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.

### **K.38 Location of Utilities and Public Works**

The Owner shall be responsible for verifying the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.

The Owner shall make all necessary arrangements and be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.

### **K.39 Damage and Debris**

The Owner shall, prior to the completion of the project or when required by the Municipality, whichever is earlier, repair any damages caused to an existing road, road allowance or existing structure or plant located on the road allowance as a result of the development, and shall pay for any costs involved in re-location of existing services such as ditches, etc., which may be necessary by reason of this development. Such works shall be considered to be Works or services for the purposes of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement.

The Owner further covenants and agrees:

- (a) that all lands owned by the Municipality outside the limits of the Plan of Subdivision that may be used by the Owner or parties employed by the Owner or others during the construction of the Works as well as all buildings and structures within the Plan of Subdivision shall be kept in a good and usable condition during the construction period and, if damaged by the Owner or parties employed by the Owner in construction of the said Works, buildings and structures, will be repaired or restored immediately.
- (b) not to foul the public roads, outside the limits of the Plan of Subdivision, leading to the Lands, and further agrees to provide the necessary persons and equipment to be available on reasonable notice at all times to keep such roads clean and that all trucks making deliveries to or taking materials from the Plan of Subdivision shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish, or debris on the abutting highways and streets.
- (c) that, if in the opinion of the Municipality, the aforementioned requirements are not complied with, the Municipality will do the work as required and the Owner shall forthwith upon demand pay to the Municipality the full cost thereof and that the Municipality may draw on any security or deposit filed



pursuant to this Agreement if the Owner fails to make the payment demanded by the Municipality.

- (d) not to allow and to restrain, insofar as it is able to do so, all others, from depositing junk, debris, or other materials on any lands within the Plan of Subdivision, including lands to be dedicated for municipal purposes, vacant public land and private land.
- (e) to clear debris and garbage on any land within the Plan of Subdivision if so requested in writing by the Municipality and that the Municipality shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within forty-eight (48) hours of being advised to do so, and,
- (f) to maintain satisfactory personnel and equipment available to sweep the highways and streets within the Plan of Subdivision on a monthly basis or as directed by the Municipality, and this operation will continue until the Assumption by the Municipality.

Once any unit is occupied in the Plan of Subdivision, streets must be cleaned at least once a week, and no street shall be occupied by building materials, mounds of soil, debris or construction equipment.

#### **K.40 Display Plans**

The Owner covenants and agrees that prior to entering into any agreement of purchase and sale relating to any lot or block on the Plan of Subdivision, it shall provide and post display plans in all sales offices and/or provide copies for viewing to every purchaser which clearly indicate the location of the following facilities in relation to the lot or block proposed to be transferred:

- i) parks by type, including park concept plans and streetscape plans, and open space areas.
- ii) schools by type.
- iii) sidewalks and walkways.
- iv) church sites.
- v) commercial sites by type.
- vi) existing or future rail facilities.
- vii) existing or future provincial highways.
- viii) existing or potential arterial roads.
- ix) stormwater management ponds, blocks and related facilities surrounding land uses.
- x) lot grading standards.
- xi) approved locations of postal boxes and utility furniture or possible locations prior to approval.
- xii) wastewater treatment plant.
- xiii) landscaping.
- xiv) noise attenuation measures.
- xv) buffer areas.
- xvi) watercourses.
- xvii) any other matter required by the *Planning Act*, and,
- xviii) other facilities as specified by the Municipality.

#### **K.41 Street Names**

The Owner covenants and agrees that the streets on the Plan of Subdivision shall bear names as approved by the Municipality.

#### **K.42 Building Numbers**

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The Owner covenants and agrees that all building numbers within the Plan of Subdivision shall be the numbers allocated by the Municipality. To obtain such numbers, the Owner shall provide to the Municipality a copy of the Final Approval Plan of Subdivision, upon which the Municipality shall designate the number for each lot or block.

#### **K.43 Signs**

The Owner covenants and agrees to erect only those signs on any vacant land within the Plan of Subdivision indicating the designated or proposed use of all lots or blocks in compliance with the Municipality's Sign By-law.

The Owner shall provide details, to the satisfaction of and for the approval of the Municipality's Director of Planning of any proposed sales or marketing signs with respect to height, area of sign face and illumination.

All existing third party signs and/or portable signs shall be removed from the Lands, and no third party signs and/or portable signs shall be allowed upon the Lands except in conformity with the Municipality's Sign By-law in force at the time of the proposed placement of such sign. In the absence of a Sign By-law, signs shall only be permitted in accordance with drawings approved in accordance with this Agreement or a municipally approved amendment thereto.

#### **K.44 Model Homes and Sales Offices**

The Municipality may release conditional permits for the construction of one or more model homes within a proposed Plan of Subdivision following registration of this Agreement, subject to the following conditions:

- (i) that the subdivision has been given Final Approval.
- (ii) that there are no conditions precedent to the registration of the plan contained in the draft plan or Final Approval or any other Agreement with the Municipality that have not been satisfied or secured.
- (iii) that the drawings and plans for the subdivision as set out in Schedule "B" have been approved by the Municipality.
- (iv) that the Owner obtain a Building Permit.
- (v) that the Owner provides a deposit in the amount as outlined in Schedule "F" appended to this agreement in a letter of credit to pay for the servicing of or removal of any buildings or structures if the Plan of Subdivision is not registered within six months.
- (vi) that the Owner agrees to notify the public that the model home is a sample of the product built by the homebuilder registered with the Ontario New Home Warranty Program and include full disclosure as to the status of the plan in any Conditional Agreement of Purchase and sale, that the model home is intended for public display to promote the sale of similar and other house styles on lots within the proposed subdivision and that occupancy shall not be permitted except for display and sales office purposes until all conditions of occupancy set out in this Agreement have been satisfied;
- (vii) that the Owner and builder agree not to open the model home for public viewing until sanitary sewer, municipal water service and road access or a satisfactory temporary alternative have been installed, inspected and are operational to the satisfaction of the Municipality.
- (viii) that parking be provided to the satisfaction of the Municipality.

- (ix) that the Owner pay to the Municipality the applicable model home or sales office application fee(s), building permit fees and development charges in effect at the time of making the application(s); and,
- (x) that the Owner has submitted a model home or sales office site plan for approval by the Municipality which complies to the Municipality's requirements, including zoning, and has entered into a site plan agreement with the Municipality for the provision and operation of the model home or sales office.

The agreement referred to in item (x) above shall deal with matters set out by the Municipality including, but not limited to, the location, number, size and style of the model homes or temporary sales offices; the required security deposit to pay for the servicing of or removal of any buildings or structures if the Plan of Subdivision is not registered within six months; and the requirement that the model home be converted and temporary sales offices shall be removed within thirty (30) days of their vacancy.

#### **K.45 Tree Preservation**

The Owner covenants and agrees to:

- (a) preserve the existing trees as indicated in the approved Tree Preservation Plan, prepared by a qualified Landscape Architect, as listed in Schedule "B" to this Agreement.
- (b) install tree protection fencing prior to the start of any construction activity on the Lands to the satisfaction of the Municipality which fencing shall remain in place until all grading, construction, and landscape works are completed.
- (c) not to remove any trees without prior written approval of the Municipality, except such trees that are diseased or dead.
- (d) retain a Landscape Architect to supervise and approve the installation of the protective fencing and ensure that the protective fencing remains in place during the entire period of construction activity and that the Landscape Architect will notify the Municipality that this fencing has been installed in accordance with the approved Tree Preservation Plans.
- (e) undertake every precaution necessary to prevent damage to existing trees and vegetated areas, include the following:
  - i. areas within the protective fencing shall remain undisturbed and shall not be used for the storage of surplus soil, debris and building materials or equipment.
  - ii. no contaminants will be dumped or flushed where feeder roots of vegetation exist.
  - iii. no vegetation or tree limbs shall be removed, pruned or otherwise damaged during the course of construction; and
  - iv. no rigging cables shall be wrapped around or installed in trees to be preserved., and
- (f) provide security in an amount specified in this Agreement to the Municipality to ensure compliance with the tree preservation requirements for this Agreement, which security may be drawn upon in its full amount, if in the opinion of the Municipality, the Owner has not strictly complied with the requirements of this section.

**K.46 Parkland Dedication**

The Owner covenants and agrees to convey to the following lands to the Municipality upon registration of the Plan of Subdivision at no cost or charge and free and clear of all encumbrances for park or other recreational purposes:

- (i) Block 296 and 297

The aforementioned lands shall be conveyed in a physical condition that is satisfactory to the Municipality.

The Owner and Municipality agree that there is a shortfall of 0.35 hectares of land even after the conveyance of Blocks 296 and 297 for parkland in accordance with Section 51.1 of the *Planning Act*. The Owner covenants and agrees to pay the fair market value of this shortfall of lands to be conveyed to the Municipality as cash-in-lieu of a dedication of land for park or public recreational purposes, with the fair market value of such lands to be determined by the average of two professional and accredited appraisal reports, with one appraiser to be selected by each of the Owner and the Municipality. The fair market value of the lands shall be determined as of the day before the day of the approval of the draft plan of subdivision in accordance with the *Planning Act*.

The Owner and the Municipality agree and acknowledge that there are no further parkland dedication requirements with respect to the Plan of Subdivision pursuant to the *Planning Act*. The Owner and the Municipality further acknowledge that any over-dedication of lands for park purposes or cash-in-lieu or combination thereof with respect to the Plan of Subdivision shall represent a voluntary contribution by the Owner for which no credit shall be provided.

**K.47 Development of Public Parks**

All Park Works shall be designed in accordance with the Municipality's standards and requirements and the construction and installation of same shall be supervised by the approved Landscape Architect at the Owner's expense.

All design drawings for Park Works shall bear the seal and signature of the Owner's Engineer and Landscape Architect who is responsible for the designs.

**K.48 Construction of Park Services**

The Owner covenants and agrees to:

- (a) hire a Landscape Architect, who is a member good standing with the Ontario Association of Landscape Architects, to prepare and administer detailed park, open space and stormwater management facilities plans. The design shall conform to the Municipality's standards and specifications for parks, open space and stormwater management facilities in the Municipality. The Park Services shall be designed and constructed to the satisfaction of the Municipality.
- (b) submit a Park Works and landscaping schedule for the approval of the Municipality and undertake to commence and complete all work in accordance with the approved schedule.
- (c) retain a Landscape Architect for all aspects of contract administration who is responsible for ensuring that the approved park, open space and stormwater management facilities landscaping plans for the Plan of Subdivision are strictly complied with.
- (d) submit for the prior review and approval of the Municipal Engineer the selection of the landscape contractors as well as addenda, change orders,

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- progress draws, inspection reports or other correspondence relating to the administration of the contract for the construction of the Park Services.
- (e) employ dust control measures to protect the adjacent residences while the Park Services are under construction, at no cost to the Municipality.
  - (f) construct temporary fencing around park sites and in such other locations as may be required by the Municipality during the period of construction of Park Services.
  - (g) grade and sod all parks, including the installation of all drainage systems to the satisfaction of the Municipality.
  - (h) construct such outdoor and indoor facilities, buildings, structures and amenities and to install and erect all park furniture and walkways and parking lots as are set out in this Agreement.
  - (i) install all landscaping to the satisfaction of the Municipality.
  - (j) construct permanent fencing around all boundaries of all completed public parks as set out in the municipally approved drawings.
  - (k) construct and install all Park Services in strict/general conformance with the work schedule set out in this Agreement, and,
  - (l) post approved copies of the approved parks plan in all sales offices for lots being sold in the Plan of Subdivision.

#### **K.49 Park Services Vest in the Municipality**

The Owner covenants and agrees that all Park Services, when constructed and upon Assumption of the Plan of Subdivision, shall vest in the Municipality and the Owner shall have no claims or rights thereto.

#### **K.50 Urban Design / Architectural Control Guidelines**

The Owner covenants and agrees to implement the approved Urban Design/Architectural Control Guidelines as approved by the Municipality and listed in Schedule "B" to this Agreement, which implements a Community Urban Design Study having regard for accessibility standards regulated by the Province and to the satisfaction of the Municipality.

The Owner shall further implement the Township approved subdivision urban design guidelines in a manner agreed to by the Director of Planning and following the Director of Planning's approval of those guidelines.

The Municipality shall retain or engage a Control Architect, at the sole discretion of the Municipality and at the Owner's sole cost and expense, who will be responsible for ensuring that the buildings and structures to be constructed within the Plan of Subdivision are constructed in accordance with the Urban Design/Architectural Control Guidelines.

The Owner shall ensure that prior to the submission of individual building permit applications, the municipal Control Architect has stamped and signed for approval the drawings certifying compliance with the Urban Design/Architectural Control Guidelines.

The Owner shall obtain the prior written approval of the Municipality for any minor modifications to the proposed buildings and structures from the Urban Design/Architectural Control Guidelines.

**K.51 Phasing**

The Owner covenants and agrees to adhere to the Phasing Plan to be prepared and submitted by the Owner to the Municipality for approval in accordance with the requirements set out in this Agreement. The Owner acknowledges that each development phase shall be subject to the approval of the Municipality prior to the issuance of any building permit for any phase and the Municipal Engineer may specify which Works necessary for the development and servicing of the phase (which may include Works related to or required for another phase) must be completed prior to approving any phase of development and may require the completion of Works beyond any one or more phases of development up to and including the completion of all Works contemplated by this Agreement.

The Phasing Plan to be submitted by the Owner and approved by the Municipal Engineer prior to entering into this Agreement shall have addressed to the Municipal Engineer's satisfaction the following matters:

- (a) sediment and erosion control for each phase.
- (b) stockpiling and stripping plans for each phase including sequences, heights of stockpiles, re-vegetation and scheduling.
- (c) drainage and stormwater management works to be completed for each phase including any temporary Works necessitated by phasing;
- (d) dust and nuisance control measures.
- (e) public safety measures.
- (f) any other temporary Works required as a result of phasing or to facilitate phasing.
- (g) the provision of phased securities, and,
- (h) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the subdivision can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands.

The Phasing Plan to be submitted by the Owner and approved by the Municipality and shall form part of this Agreement as an approved drawing and report in Schedule "B" to this Agreement. Where the Municipality receives a written request to modify the phasing plan and approves such a request, the modified phasing plan shall be filed with this executed Agreement in the offices of the Municipality without necessity of amending the registered Agreement.

**K.52 Sanitary Treatment System**

The Owner agrees to provide to the Municipal Engineer all plans, drawings and reports required as a condition of the Environmental Compliance Approval for the Sanitary Treatment System at the same time as they are provided to the Ministry of the Environment, Conservation and Parks.

The Owner acknowledges and agrees that if there are Deficiencies in the operation of the Sanitary Treatment System, the Municipality may cease to issue Occupancy Certificates until such time as the Deficiencies have been corrected to the satisfaction of the Municipal Engineer. For greater certainty, until the expiry of the Guarantee Period, the Owner shall be responsible for remedying any and all Deficiencies to the Sanitary Treatment System and to indemnify and save harmless the Municipality from all forms of claims and liabilities arising from or related to such Deficiencies.

Notwithstanding paragraph 4 of the Minutes of Settlement dated December 16, 2009, between the Municipality and the Owner's predecessors in interest in the lands, the Owner covenants and agrees that it will be responsible for the full capital costs of the Sanitary Treatment System and related underground Public Works, including the full capital costs of the construction of the Wastewater Treatment Plant. In all other respects, the Minutes of Settlement between the Owner and the Municipality shall remain in full force and effect.

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**SCHEDULE "L"**  
**THE SPECIAL CONDITIONS OF APPROVAL**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**L.1 Environmental Impact Study Implementation**

The Owner shall be responsible for the design, installation, and approval of any restoration or mitigative works and such works shall be considered to be site works or services for the purposes of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement.

**L.2 Environmental Clearance for Lands to be Conveyed**

The Owner covenants and agrees that, prior to execution of this Agreement for the proposed development, an environmental clearance must be provided to the Municipality (e.g. Phase 1 ESA) for all lands to be conveyed or dedicated to the Municipality. The Municipality shall not be obligated to accept any lands until it is satisfied that the land is environmentally suitable for its proposed use and be certified as such by a professional engineering consultant or equivalent, in accordance with the guidelines and regulations of the Ministry of the Environment, Conservation and Parks and Ministry of Energy, Northern Development and Mines or such other guidelines as may be appropriate.

**L.3 In-Stream Works**

All in-stream works will be carried out in compliance with the requirements of the Nottawasaga Valley Conservation Authority and Ministry of Natural Resources and all applicable regulatory agencies, and in compliance with all applicable legislation and regulations.

No in-water works are to occur between April 1<sup>st</sup> to June 15<sup>th</sup> inclusive.

**L.4 Construction and Operation Standards for Fuel and Hazardous Materials Storage Systems**

All storage and distributions systems and all piping, sumps, and containment systems shall be installed, tested, operated and inspected in accordance with all relevant federal and provincial regulations and standards as may be amended from time to time.

All works associated with the storage, handling and dispensing of fuels or other potential contaminants shall be installed, maintained and operated so as to avoid contamination of the environment and shall be elevated or constructed to satisfy the Nottawasaga Valley Conservation Authority with regard to being located above the regulatory flood elevation.

A spills handling and containment plan will be prepared, maintained and implemented as necessary in accordance with all relevant federal and provincial requirements.

The Municipality shall be immediately informed in writing of:

- (i) any spills in accordance with guidelines established by the Ministry of the Environment, Conservation and Parks;
- (ii) any event or monitoring results which demonstrate or identify a potential for contamination of water supplies or the environment as determined in accordance with relevant federal and provincial regulations, standards or guidelines as may be amended from time to time.



If there is a spill on the Lands, the Owner, and its agents and employees, shall take immediate measures to control and contain the spill, and shall thereafter notify the Municipality in writing of the details of the spill and actions taken to contain and clean up the spill.

This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to take corrective measures and such obligations shall remain the Owner's obligations.

#### **L.5 Environmental Decommissioning or Remediation**

The Owner acknowledges and agrees that it is responsible for completing any remediation and decommissioning required for the Lands related to the Areas of Potential Environmental Concern identified in the Phase 1 ESA (revised Junexz 2021) forthwith to the satisfaction of the Municipality and the Ministry of the Environment, Conservation and Parks prior to the commencement of any development contemplated under this Agreement and such activities and requirements are deemed to be Works under this Agreement and are governed accordingly.

#### **L.6 Water Quantity and Quality Monitoring**

Notwithstanding the recommendations of the reports incorporated in Schedule "B" to this Agreement, which are to be implemented in accordance with the requirements of this Agreement, the Owner shall in meeting those requirements, or in addition to meeting those requirements:

- (i) provide a copy of all monitoring results to the Municipality in an annual report.
- (ii) shall immediately inform the Municipality of any testing results which indicate a detrimental impact on water supplies or the level or quantity of flow in watercourses.
- (iii) shall immediately inform the Municipality of any testing results which indicate, in accordance with all applicable legislation, regulations and guidelines, any exceedance of water quality parameters for surface and/or drinking waters, and,
- (iv) shall at least six (6) months prior to the conclusion of the monitoring program prepare a final summary report making recommendations with regard to the need for a nature of any continued monitoring and submit this report to the Municipality for its review and consideration.

The Owner acknowledges and agrees that the Municipality may require monitoring to continue beyond the period recommended to the same extent and/or frequency or to a lesser degree. The Owner acknowledges and agrees that the Municipality shall determine to its sole and unfettered discretion the need for and elements of a continued monitoring program and that the Owner shall be responsible for carrying on the program to the same extent and frequency until such time as the Municipality has made a decision concerning continued monitoring.

The Owner acknowledges and agrees that monitoring reports are to be prepared by a certified hydrogeologist or professional engineer recognized by their professional association as qualified to give such a report in the Province of Ontario.

The Owner further acknowledges and agrees that water resources monitoring is considered an element of the works approved under this Agreement, and that failure to comply with this requirement constitutes a default under this Agreement. In addition to any other remedies available to it under this Agreement, in the event of such a default, the Municipality shall have the right to order that development and/or use of the site be terminated, by giving five (5) days written notice, and the Owner agrees that it will comply with such an order.

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This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to take corrective measures and such obligations shall remain the Owner's obligations.

**L.7 Blasting**

It is mutually agreed that there will be no blasting permitted in relation to this agreement.

**L.8 School Sites**

*[intentionally deleted]*

**L.9 School Blocks and Vacant Lands**

The Owner covenants and agrees to:

- (a) rough grade, topsoil, seed and maintain all school blocks and vacant lands within the Plan of Subdivision to the satisfaction of the Municipality.
- (b) all lots or blocks that are left vacant for longer than twelve (12) months, shall be maintained and/or restored by the Owner to the satisfaction of the Municipality.
- (c) provide temporary fencing and maintain the fencing around the perimeter of all school blocks and/or vacant lands, to the satisfaction of the Municipality, and to maintain these areas until such time as the ownership of the blocks has been transferred, and,
- (d) that should these requirements not be completed and the works not maintained to the satisfaction of the Municipality, the Municipality will do the work as required and draw on any security filed pursuant to this Agreement for all costs so incurred.

### **SCHEDULE "M" WORK SCHEDULE**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

#### **M.1 Work Schedule**

The Works shall be constructed, installed or otherwise provided in strict/general conformance with the work schedule set out in this Schedule. If the work is not performed in accordance with said work schedule, the Owner shall be considered to have failed to proceed with reasonable speed, provided however that if the work is delayed by an unavoidable delay, and such delay is reasonable to the satisfaction of the Municipality, the completion date shall be extended by the period of such delay.

#### **PUBLIC WORKS (Above and Below Ground)**

Phase 1 – Underground Servicing	Nov 2021 to Sep 2022
Phase 1 – Roadworks to base asphalt incl curbs	Aug 2022 to Oct 2022
Phase 2 - Underground servicing	May 2022 to Sep 2022
Phase 2 – Roadworks to base asphalt incl curbs	Sep 2022 to Dec 2022
Phase 1 & 2 Surface Works	Nov 2025

#### **PARK SERVICES**

final grading and surface installation	Jun 2026
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#### **UTILITIES**

Phase 1 Utility Installation	Oct 2022 to Mar 2023
Phase 2 Utility Installation	Nov 2022 to Apr 2023

#### **ADDITIONAL WORKS**

WWTP	Oct 2023 (Completed)
External Water works	Sep 2023 (Completed)

#### **M.2 Prior to Commencement of Construction**

No work shall be commenced on any of Works until the designs for all the Works and soil tests have been approved by the Municipality and the Municipality may stop any work that is commenced without its approval.

Any work undertaken by the Owner prior to this Agreement coming into force shall not be approved, Accepted or Assumed by the Municipality as a municipal service until such time as the Owner's Engineer has advised the Municipality, in writing, that such work has been carried out in accordance with the specifications and all requirements for approval, Assumption or Acceptance have been met to the Municipality's satisfaction and the Owner has paid the Municipality all costs in its review and processing of a request to approve, accept or assume such Works. The Owner shall provide all the information and expose or reconstruct any service or Works which the Municipality may in its sole and absolute discretion require. The Municipality is under no obligation to approve, accept or assume any works undertaken by the Owner prior to this Agreement coming into force or unsatisfactory in the Municipality's sole and unfettered discretion, following this Agreement coming into force.

#### **M.3 Contractor for Construction of Works**

The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by the Municipal Engineer which approval shall not be unreasonably withheld. The contract(s) shall provide that the Municipality may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be

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undertaken contrary to the provisions of this Agreement or the Municipality's design criteria, standards and specifications.

**M.4 Commencement of Construction**

The Owner covenants and agrees, prior to the construction of any Works, including the installation of public utilities, to give to the Municipality a minimum of ten (10) days advance written notice of the date upon which construction of any Works is scheduled to commence.

**SCHEDULE "N"**  
**THE CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE OF WORKS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**N.1 Acceptance**

The Municipality covenants and agrees to accept the Works (the "Acceptance") upon the Municipality receiving a certificate from the Owner's Engineer, and other consultants as applicable, certifying to the satisfaction of the Municipality that all Works have been constructed, maintained and installed in accordance with the requirements of this Agreement and the Municipality's standards, specifications and requirements and the Municipality has conducted an inspection to satisfy itself and confirming the certification.

**N.2 Maintenance and Repair of Works**

The Owner covenants and agrees to maintain and keep in a proper state of repair and operation all of the Works constructed, planted, installed or provided by the Owner until completion of the Maintenance Period and Assumption of the Works. The Maintenance Period shall be a minimum of 2 years.

**N.3 Requirements Prior to Partial Acceptance of Works**

In addition to any other specific or general requirements of this Agreement, immediately prior to Partial Acceptance of the Works by the Municipality, the Owner covenants and agrees:

- (a) to flush all sewers, manholes, and catchbasins free of road materials, building debris, and other foreign matter, to clean such materials from the system, to provide video inspection and to rectify any Deficiencies the video inspection may reveal.
- (b) to sweep roadway pavement, including sidewalks, free of building debris and earth deposits, and to clean and remove such material from the site.
- (c) to rectify and repair all damages, protrusions, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc., and,
- (d) to submit to the Municipality:
  - i. a statutory declaration from the Owner that all contractors and sub-contractors associated with the construction of Public Works have been paid.
  - ii. all required digital data, hard copy plots, and report information as specified by the Municipality.
  - iii. a certificate from the Owner's Engineer stating that the gravity sanitary collection system and all water servicing systems, including any external works, as required in the servicing report and as shown on the engineering drawings are in place and functioning.
  - iv. a certificate from the Owner's Engineer stating that all storm water management facilities as required in the storm water management report and as shown on the engineering drawings are in place and functioning.
  - v. a certificate from the Owner's Engineer stating that all traffic control devices have been installed as per the approved plans and to the

satisfaction of the Municipality and that Municipality has received an inventory of all traffic control devices within the Plan of Subdivision.

- vi. a certificate from the Owner's Engineer indicating the final construction costs for Works based on the actual construction contracts.
  - vii. a certificate from the Owner's Engineer, or other consultants as applicable, indicating that all other Works have been completed in accordance with the requirements of this Agreement.
  - viii. a certificate from the Owner's Engineer stating that all Works have been completed in accordance with the approved plans.
  - ix. list of the numbers, lengths, sizes, materials, etc. of all Works, including but not limited to; storm and sanitary sewers, watermains, roads, sidewalks and any other appurtenances in a form that is mutually agreeable between the Owner and Municipal Engineer, and,
  - x. the Owner has submitted to the Municipality as-built drawings for the subdivision development showing all of the Works and the Municipality has approved the drawings.
- (e) to pay for the maintenance and energy costs for illumination for a period of two years following energization.
  - (f) to pay for the cost of installation of pavement markings.
  - (g) to pay for all outstanding costs associated with snowplowing for a period of two years following Partial Acceptance, and,
  - (h) to repair and rectify all street and traffic signs.

### **N.3.1 Requirements Prior to Acceptance of Works**

In addition to any other specific or general requirements of this Agreement, immediately prior to Acceptance of the Works by the Municipality, the Owner covenants and agrees:

- (a) to flush all sewers, manholes, and catchbasins free of road materials, building debris, and other foreign matter, to clean such materials from the system, to provide CCTV inspection and to rectify any Deficiencies the CCTV inspection may reveal.
- (b) to sweep roadway pavement, including sidewalks, free of building debris and earth deposits, and to clean and dispose of such material appropriately.
- (c) to rectify and repair all damages, protrusions, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc., and,
- (d) to submit to the Municipality:
  - i. a statutory declaration from the Owner that all contractors and sub-contractors associated with the construction of Public Works have been paid.
  - ii. a certificate from the Owner's Engineer stating that all fencing required by the Municipality has been installed in the proper locations and has been constructed of municipally approved materials, to municipal standards and are structurally sound.

- iii. all required digital data, hard copy plots, and report information as specified by the Municipality.
  - iv. a certificate from the Owner's Engineer stating that all water and sanitary servicing facilities, including any wastewater treatment facilities and external works, as required in the servicing report and as shown on the engineering drawings are in place and functioning.
  - v. a certificate from the Owner's Engineer stating that all storm water management facilities as required in the storm water management report and as shown on the engineering drawings are in place and functioning.
  - vi. a certificate from the Owner's Engineer stating that all traffic control devices have been installed as per the approved plans and to the satisfaction of the Municipality and that Municipality has received an inventory of all traffic control devices within the Plan of Subdivision.
  - vii. a certificate from the Owner's Engineer indicating the final construction costs for Works based on the actual construction contracts.
  - viii. a certificate from the Owner's Engineer, or other consultants as applicable, indicating that all other Works have been completed in accordance with the requirements of this Agreement.
  - ix. a certificate from the Owner's Engineer stating that all Works have been completed in accordance with the approved plans.
  - x. a list of the numbers, lengths, sizes, materials, etc. of all Works, including but not limited to; storm and sanitary sewers, watermains, roads, sidewalks and any other appurtenances, and,
  - xi. the Owner has submitted to the Municipality "as-built" drawings for the subdivision development showing all of the Works and the Municipality has approved the drawings.
- (e) to pay for the cost of installation of pavement markings; and
- (f) to repair and rectify all street and traffic signs.

#### **N.4 Conditions Prior to Acceptance**

In addition to any other specific or general requirements of this Agreement, the Owner and Municipality covenant and agree that prior to Acceptance of the Works, the following conditions must be fulfilled to the Municipal Engineer's sole discretion:

- (a) a certificate by a registered Ontario Land Surveyor (OLS) that the surveyor has confirmed the areas and frontages of all lots and blocks in the Plan of Subdivision and has located or replaced all standard iron bars as shown on the registered plan and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets. The OLS will also provide the Municipality with a reproducible mylar of the registered Plan of Subdivision.
- (b) a certificate verifying the establishment of horizontal control monuments and vertical benchmarks in the Plan of Subdivision, as required by the Municipality

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- (c) all sewers, manholes, and catchbasins are clean and free of road materials, building debris and any other foreign matter.
- (d) a certificate from the Owner's Engineer summarizing the certification of the grading of all the lots in the Plan of Subdivision.
- (e) a certificate from the Owner's Landscape Architect that all landscaping works have been completed in accordance with the approved plans
- (f) all roadway pavements and sidewalks are clean and free of building debris and earth deposits.
- (g) all damage to curb boxes, sidewalks, and curbs constructed under this Agreement is repaired or rectified;
- (h) all settlements, depressions or any other defects on roadways are repaired.
- (i) not before six (6) months following the applicant of the top course of asphalt on all roads to be constructed or improved, and not before seventy five percent (75 %) of all buildings or structures on lots or blocks within the Plan of Subdivision, or any phase thereof, have been substantially constructed.
- (j) not before all landscaping and trees are installed, as required throughout the Lands.
- (k) not before all of the public lands fencing and public lands landscaping is complete as required throughout the Lands.
- (l) the Municipality has received all of the materials specified in this Agreement for acceptance Works and is satisfied that the Owner has met all requirements for acceptance of Works.
- (m) the Owner has provided the Municipality with a cash deposit or security satisfactory to the Municipality in the amount of TWO THOUSAND Dollars (\$2,000.00) per vacant lot or block, for use by the Municipality to correct the grading on said vacant lots or blocks if, in the opinion of the Municipality, the completed grading on the said vacant lots or blocks does not comply with the grading control plan, which deposit will be refunded upon satisfactory completion of the grading on the said lots or blocks. This replaces the \$6,000 lot grading deposit per section F.3
- (n) payment for the maintenance and energy costs for illumination and all outstanding costs associated with snowplowing has been made, and,
- (o) all other covenants and requirements contained within this Agreement have been completed to the satisfaction of the Municipality.

#### **N.5 Maintenance and Repair of Works**

The Owner covenants and agrees to maintain and keep in a proper state of repair and operation all of the Works (including, but not limited to storm sewers, sanitary sewers, watermains and all associated appurtenances, asphalt, roads, curbs, sidewalks, grading of lots, utilities, park services, landscaping and any other Works including Public Works, Park Services and Additional Works) constructed, installed or provided by the Owner for the Maintenance Period and until Assumption of the Works, or as otherwise specifically indicated in this Agreement. At the end of the Maintenance Period, the Municipality may assume the Works pending the completion of all conditions required for Assumption of the Works under this Agreement. There shall then follow a two (2) year Guarantee Period during which the ten per cent (10%) Guarantee Holdback shall be held by the Municipality.



**N.6 Performance, Maintenance and Other Guarantees**

The Owner covenants and agrees to provide to the Municipality, at the times outlined in this Agreement, performance and maintenance guarantees in a form of securities with holdback provisions satisfactory to the Municipality.

The Owner shall at all times during the Guarantee Period maintain securities as may be satisfactory to the Municipality as a guarantee for the performance and maintenance of the Works and the Municipality may require additional securities to be provided for this purpose, acting reasonably, where securities have been drawn upon or to account for increased costs.

**N.7 Conditions for Assumption of Sanitary Treatment System**

Notwithstanding any other provision of this Agreement, the Municipality shall not be obligated to assume the Sanitary Treatment System, until such time as the following requirements have been satisfied:

1. A Certificate of Final Acceptance for the Sanitary Treatment System has been issued by the Municipal Engineer. For greater certainty, a Certificate of Final Acceptance for the Sanitary Treatment System shall not be issued until the operational stability requirements of the Sanitary Treatment System have been met, which cannot be determined until at least 322 dwelling units have been occupied by end users/purchasers serviced by the Sanitary Treatment System.
2. Upon issuance of the Certificate of Final Acceptance, the Owner shall be responsible for the full costs associated with operating and maintaining the Sanitary Treatment System for a period of two (2) years from the date of issuance (the "Minimum Maintenance Period"). The Owner agrees that, during the Minimum Maintenance Period, the Sanitary Treatment System shall be operated by the Municipality or its designated agent on behalf of the Owner. The full costs for the operation and maintenance of the Sanitary Treatment System for which the Owner shall be responsible during the Minimum Maintenance Period shall include, but shall not be limited to, any costs incurred by the Municipality in retaining an accredited operating authority to operate the Sanitary Treatment System. For the purpose of this Section, "full costs" shall be the total operation and maintenance costs of the Sanitary Treatment System reduced by the amount of associated charges and rates charged by the Township.

The Municipality shall be entitled to issue a separate Certificate of Final Acceptance for each of the following which shall determine the commencement date of the Minimum Maintenance Period in each case:

- 1) all Municipal Services within the road allowance including the pump station and force mains for each phase of the development; and
- 2) each stage of the Wastewater Treatment Plant expansion.

**SCHEDULE "O"**  
**THE CONDITIONS AND REQUIREMENTS FOR ASSUMPTION OF THE PUBLIC  
 WORKS AND PARK SERVICES**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**O.1 Assumption of Public Works**

Immediately prior to the Assumption of the Works by the Municipality, the Owner covenants and agrees:

For Below Ground Public Works:

- (a) to clean all sewers, manholes, and catchbasins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system.
- (b) to provide a sewer video inspection and to rectify any Deficiencies the sewer video inspection may reveal.
- (c) to rectify and repair all damages, settlements or depressions to below ground services.
- (d) to pay all outstanding work orders that the Municipality may have concerning emergency repairs, and,
- (f) to replace, rectify and repair any damage or fault in the Works required by this Agreement and not yet assumed by the Municipality.

For Above Ground Public Works:

- (a) to rectify and repair all damages, protrusions, settlements or depressions to above ground services.
- (b) to clean and remove any debris and earth deposits from all roadway pavement and the Lands.
- (c) to rectify and repair all damages, protrusions, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.
- (d) to pay for the cost of installation/repair of pavement markings.
- (e) to repair grading problems associated with any lot or block within the Plan of Subdivision.
- (f) to rectify, clean out and repair damages to the storm water management facilities and to assure the Municipality these facilities are functioning in accordance with the approved storm water management report and engineering drawings.
- (g) to rectify and repair damage to any retaining walls in the Plan of Subdivision.
- (h) to pay all outstanding work orders that the Municipality may have concerning emergency repairs.
- (i) to make all plant material replacements pursuant to the conditions of the guarantee period, and,

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- (j) to replace, rectify and repair any damage or fault in the Works required by this Agreement and not yet assumed by the Municipality.

## **O.2 Conditions for Assumption of Public Works**

The Municipality covenants and agrees that the Assumption of the Public Works shall take place upon the Owner fulfilling the requirements of clause O.1 of this Agreement and the Municipality has received a certificate from the Owner's Engineer and Landscape Architect (as applicable) stating, to the satisfaction of the Municipality, that all of the conditions of clause O.1 of this Agreement have been met and that all Public Works are in good condition and working order.

For greater certainty, prior to the Assumption of wastewater treatment plant(s), the Owner must demonstrate to the satisfaction of the Municipality that all necessary approvals from the Province, including the Ministry of the Environment, Conservation and Parks, have been secured and that there are no outstanding matters of non-compliance with legislative or regulatory requirements as of the date of Assumption.

The Owner acknowledges and agrees that the Municipality's engineer shall inspect the Works and the certification of the Owner's Engineer at the expense of the Owner, prior to assumption of the Public Works.

## **O.3 Assumption of Park Services**

The Municipality covenants and agrees that the Assumption of the Park Services shall take place upon the Municipality being satisfied that all requirements and conditions of this Agreement pertinent to assumption of Works and as applicable in context to Park Services have been met and, not limiting the generality of the foregoing, upon the additional fulfillment of the following specific conditions to the satisfaction of the Municipality:

- (a) a certificate of completion to the satisfaction of the Municipality from the Owner's Engineer and Landscape Architect that all required Park Services and associated landscape works have been completed according to the Municipality's requirements and associated landscape plans and any subsequent approved change orders.
- (b) a statutory declaration from the Owner that all contractors and sub-contractors associated with the construction of the Park Services and landscape construction have been paid and that there is no liability owing to anyone under any circumstances related to the park construction and landscape development of the Plan of Subdivision, and
- (c) "as-built" drawings showing the final plan and profile locations of the Park Services on the Plan of Subdivision.

The Owner acknowledges and agrees that the Municipality's engineer shall inspect the Works and the certification of the Owner's Engineer at the expense of the Owner, prior to assumption of the Park Services.

## **O.4 Assumption By-law of Park Services By-law**

When all of the requirements of Clause O.3 of this Agreement have been fulfilled, the Municipality shall pass an Assumption By-law for the Park Services (or an individual Park Service or part thereof). Upon an Assumption By-law being passed, the ownership of the Park Services (or an individual Park Service or portion thereof) shall vest in the Municipality and the Owner shall have no claims or rights thereto.

## **O.5 Assumption By-law**

When all of the applicable requirements of this Schedule have been fulfilled, the Municipality will pass an Assumption By-law for the Works (or an individual Service or part thereof). Upon an Assumption By-law being passed, the ownership of the Works (or an individual Work or portion thereof) shall vest in the Municipality and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Works were constructed or installed.

**O.6 Reduction of Securities After Guarantee Period**

After the date of Assumption of the Works by the Municipality, the Owner acknowledges that any security filed with respect to the Works under this Agreement may be reduced to a minimum of ten per cent (10%) of the cost of the Works and that there shall be no further reduction during the Guarantee Period. The remainder of the aforementioned securities where not utilized to fulfill the Owner's obligations under this Agreement will be returned to the Owner following the expiry of the Guarantee Period.

**SCHEDULE "P"**  
**THE OWNER'S INSURANCE REQUIREMENTS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**P.1 General Liability Insurance Policy**

Prior to commencing any work with respect to the Plan of Subdivision, the Owner shall take out and keep in force comprehensive general liability insurance against claims for personal injury, death or property damage resulting from any accident or occurrence. The Owner shall deliver with this Agreement (if not previously delivered) a certified copy of the policy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Municipality and naming the Municipality as an additional insured. Such policy shall be kept in full force and effect until all of the services required under this Agreement have been assumed by the Municipality and shall comply with the following provisions:

- (i) the minimum limit shall be Five Million Dollars (\$5,000,000.00), all inclusive, for any single occurrence of property damage and personal liability.
- (ii) it shall not contain a clause for exclusion for blasting shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause.
- (iii) the premium must be paid initially for a period of one (1) year and the policy shall be automatically renewed for further one-year periods until all services required under this Agreement are installed and assumed by the Municipality.
- (iv) if the policy contains a deductible clause, the Owner agrees to deposit a certified cheque or such security as may be acceptable to the Municipality with the Municipality in a deductible amount, as a deposit, together with a letter from the Owner authorizing the Municipality to appoint an independent adjuster and to investigate claims less than the deductible amount and authorizing the Municipality to pay such claims determined to be valid by the adjuster out of the said deposit. The Owner is responsible for all adjustment service costs and shall maintain the deposits in the amount of the deductible.
- (v) the policy shall provide for cross-liability and severability of interest protecting the Municipality against claims by the Owner as it were separately insured and providing that the Municipality shall be insured notwithstanding any breach of any condition in the policy by any other insured, and,
- (vi) the policy shall provide that the insurer shall not cancel or refuse to renew it without first giving the Municipality at least sixty (60) days prior written notice.

In addition to the above provisions, the Owner specifically agrees that sufficient insurance and securities in an amount to be determined by the Municipal Engineer, for the purposes of maintenance shall be retained by the Municipality for the storm water management facility for a period of 5 years after the issuance of the Certificate of Substantial Completion for the stormwater management facility.

**P.2 No Relief**

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The issuance of such policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.

**P.3 Municipality May Obtain Insurance**

If the Municipality receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Municipality otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Municipality may, on written notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Municipality shall be entitled to obtain new insurance or add the necessary insurance coverage to the Municipality's blanket insurance. The Owner shall forthwith, upon receipt of written notice thereof from the Municipality, reimburse the Municipality for the cost of such insurance payable as noted above. In addition, the Municipality shall, at its sole discretion and option, be entitled to draw upon any security or deposit posted under this Agreement to cover the costs of the insurance.

**SCHEDULE "Q"**  
**THE LANDS TO BE CONVEYED BY THE OWNER**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**Q.1 Conveyances**

On or before execution of this Agreement, the Owner shall convey or arrange to have conveyed to the Municipality, without charge, the lands, easements and other interests in land described in this Schedule and such other interests in land as may reasonably be required by the Municipality to ensure the proper servicing and functional operation of the subdivision development to the date of Acceptance.

**Q.2 Registration of Easements and Lands**

All conveyances of such lands, easements and other interests in land shall be in a registerable form acceptable to the Municipality's solicitor. The Owner hereby gives authority to the Municipality to complete any requisite details in the documents referred to in this part. The Owner shall have delivered to the Municipality all Transfers/Deeds, Discharges and Easements or other documents required by this Agreement, as well as certification from the Owner's Solicitor that the Transfer/Deeds and Easements shall provide the Municipality with good title, free and clear from all liens and encumbrances, save and except for encumbrances approved by the Municipality.

**Q.3 Additional Lands and Conveyances**

If the Municipality subsequently determines that other lands or easements or other interests over other lands are required for purposes of completing installation of the Services, the Owner shall convey same on demand, free of all prior liens, charges, claims or encumbrances, save and except for encumbrances approved by the Municipality, to the Municipality if the Owner owns such lands and otherwise shall use reasonable commercial efforts to arrange to have such lands, easement or other interests conveyed to the Municipality.

**LANDS AND EASEMENTS TO BE CONVEYED TO THE MUNICIPALITY**

1. Highway Widening:
2. Public Transit Right of Way:
3. Easements: Drainage easements (3.0 m) along the northerly boundary of Lots 134-162 and along the easterly boundary of Block 290.
4. Reserves: Blocks 300-304 (0.3 m)
5. Parkland Dedication: Block 296 and 297
6. Landscaping Blocks and Walkways:

In addition to the above conveyances, the following Blocks and Roads to be conveyed in fee simple at no cost to the Municipality in accordance with the Plan of Subdivision:

- a) Stormwater Management Block 291;
- b) Stormwater Management Drainage Blocks 282 and 299;
- c) Wastewater Treatment Block 293; and,
- e) Roads identified as Streets 'A' & 'D'-'K' as public lands.

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**LANDS AND EASEMENTS TO BE CONVEYED TO NOTTAWASAGA  
CONSERVATION AUTHORITY**

Block 298, Environmental Protection Block 294, and Block 295

The NVCA will require the payment of a stewardship fund in accordance with the NVCA land securement policy in effect at the time of final registration of the plan of subdivision.



**SCHEDULE "R"**  
**RESTRICTIVE COVENANTS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**R.1 Restrictive Covenants**

The Owner covenants and agrees that, notwithstanding the requirement to register this Agreement against title of the Lands, the following paragraphs which form part of this Agreement will be appropriately registered against the title to the Lands within the Plan of Subdivision as restrictive covenants running with the Lands, it being the intention of these paragraphs that the said following covenants shall run with the Land, and the Owner shall take all measures at the cost of the Owner to ensure that the covenants are so registered to the satisfaction of the Municipality concurrently with registration of this Agreement.

**R.2 General Restrictive Covenant Provisions**

The burden of this covenant shall run with the said Lands and the benefit of this covenant may be annexed to and run with each and every part of the Lands, the Transferee of the Lands or any part thereof for itself, its successors and assigns, covenants and agrees with the Transferor, its successors and assigns that the Transferee and the Transferee's successors in title from time to time of all or any part or parts of the Lands will observe and comply with the stipulations, restrictions and provisions herein set out in that nothing shall be erected or fixed, placed, or done upon the Lands or any part thereof in breach or violation of or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth herein.

**(a) Partial Invalidity**

The invalidity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.

**(b) Definition of Successors & Assigns**

Wherever in these restrictions, reference is made to the successors and assigns of the Transferor, it shall mean the successors in title, the Owner and Owners for the time being, of the Lands owned by the Transferor.

**R.3 Excavation**

No Owner of any lot shall excavate the lands except for excavation for the purpose of construction in accordance with the drawings approved by the Municipality. No soil, sand, gravel or other similar material shall be removed from the lands except with the prior permission of the Municipality.

**R.4 Signs**

No Owner of any lot shall place any signs, billboards, notices or other advertising matter of any kind in accordance with the Municipality's sign by-law in effect at the time on any part of the lands or upon any building or on any fence, tree or other structure on the lands without the consent of the Municipality.

**R.5 Drainage**

No Owner of any lot shall alter or interfere with the grading and drainage levels and patterns as approved by the Municipality with respect to the said lots and, without limiting the generality of the foregoing, no Owner of any part of any lot shall after, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any rear or side yard drainage depression or swale, catchbasin or other drainage

channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area. Notwithstanding this prohibition, the Owner of any lot agrees to indemnify and save the Municipality completely harmless from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly, by reason of such alteration or other action as stated above.

No Owner shall be entitled to connect roof leaders to the foundation drain collector or to the weeping tile. Roof leaders shall be required to discharge onto the lots, with the use of concrete splash pads such that the side lot swales will drain the runoff to the road or rear lots, or in accordance with the drainage facilities shown in the municipally approved final lot grading plan for the lot.

#### **R.6 Curb Cuts**

No Owner of any part of any lot shall construct, widen, remove or alter any curb cut within the road allowance of a municipal road or create or construct any driveway entrance, or cause any such work to be done except with the approval of the Municipality. In addition, no owner shall obstruct or encumber any highway in the Municipality. Obstructions and encumbrances shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and wooden or concrete driveway curbs. All obstructions or encumbrances shall be removed by the Owner upon receipt of notification from the Municipality. If the request for removal is not complied within the specified time, the Director of Infrastructure and Development may cause the same to be removed, and the Owner shall be liable to the Municipality for all costs incurred in the removal of the obstruction. The Municipality may recover all expenses on the assessment rolls in the same manner as municipal taxes.

#### **R.7 Noise Control Features - Highways**

No Owner shall remove, alter, interfere with, or fail to maintain any noise control feature which has been incorporated into this development area and within the building units since noise levels from may exist and be of concern, and may interfere with some activities of the dwelling occupants.

#### **R.8 Noise Control Features - Airports**

No Owner shall remove, alter, interfere with, or fail to maintain any noise control feature which has been incorporated into this development area and within the building units since noise levels from air traffic taxing, ascending and descending may exist and be of concern, and may periodically interfere with some activities of the dwelling.

#### **R.9 Noise and Vibration Control Features- Railways**

*[intentionally deleted]*

#### **R.10 Sound Barriers**

No owner shall remove, alter, interfere with, or fail to maintain a sound barrier.

#### **R.11 Catchbasins and Drainage**

No Owner shall remove, alter, interfere with, or fail to maintain any catch basin located on a lot for drainage purposes. No owner shall alter grading of the lot in any way so as to adversely affect the drainage pattern of the surrounding lots.

Where the Owner alters drainage, no Owner shall attempt to block or interfere with the Municipality's right to enter the property to correct the grading and to assign the costs of such work, including an administrative fee, to the Owner.

**R.12 Obstructions on Public Highway**

No Owner shall place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, no driveway curb or pillar may be placed within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

**R.13 Designated Heritage Property**

*[intentionally deleted]*

**R.14 Environmental Protection Blocks**

No Owner of any lot shall construct any building or structure, including swimming pools, tennis courts, gazebos, sheds or accessory buildings of any kind, or remove any existing vegetation which is significant and healthy, or remove or replace fill within Environmental Protection Blocks 300, 303 and 305 as shown on the M-Plan.

**R.15 Retaining Walls**

No Owner of any part of the lands shall alter, interfere with or remove the retaining wall located along the side/rear lot line of the aforementioned lands. The Owner is responsible to maintain and to keep in a good state of repair any retaining wall, whether wholly or partly located on the said Lands. The Owner of the lot is to further hold the Municipality and/or any other governmental agency harmless from any claims, suits, actions, or demands whatsoever which may arise from the construction of any retaining wall on the said Lands, or the repair or lack of maintenance of such.

**R.16 Additional Covenants**

*[intentionally deleted]*

**SCHEDULE "S"**  
**NOTICES AND WARNING CLAUSES**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**S.1 Notices and Warning Clauses and Agreements of Purchase and Sale**

The Owner covenants and agrees to include the notices and warning clauses set out in this Schedule which forms part of this Agreement into all agreements of purchase and sale entered into subsequent to the execution of this Agreement for all properties, land, buildings and structures constructed or situated on the lots and blocks.

**S.2 Development Charges Notice**

The Owner covenants and agrees to provide notice to the first purchaser of any lots or blocks in the Subdivision Plan, upon transfer of the lots or blocks, of all development charges related to the Subdivision Plan, including development charges already paid by the Owner or development charges that may be payable in the future.

**S.3 Noise - Highways**

Owners are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from County Road 14 and 8<sup>th</sup> Concession may exist and be of concern, and may interfere with some activities of the dwelling occupants as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks.

**S.4 Noise - Airports**

Owners are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from air traffic taxiing, ascending and descending from nearby airports may exist and be of concern, and may periodically interfere with some activities of the dwelling occupants as the noise exposure levels may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks.

**S.5 Noise - Railways**

*[intentionally deleted]*

**S.6 Noise - Air Conditioning**

Owners are advised that the dwelling unit located on this lot has been equipped with a central air conditioning system with an air-cooled condensing unit and that noise levels may occasionally interfere with some activities of the occupants.

Owners are also advised that the outdoor air-cooled condenser unit itself can produce noise which may interfere with outdoor recreational activities.

**S.7 Sound Barriers**

Owners are advised that a sound barrier is located inside the lot within the side and/or rear yard of this lot and that the said sound barrier shall not be altered or removed. It shall be the obligation of the Owner of the lot to maintain and keep in repair that portion of the sound barrier situated on the lot to the satisfaction of the Municipality.

**S.8 Noise – Other Uses**

Owners are advised that noise levels within 100 metres from Block 293 (wastewater treatment plant) may occur and be of concern and may periodically cause nuisance effects or may interfere with some activities of the dwelling occupants.

#### **S.9 Odours**

Owners are advised that Block 293 is reserved for a wastewater treatment plant and that the normal function of such facilities may give rise to odours and may cause a nuisance to occupants of the dwelling within 100 metres of Block 293.

#### **S.10 School Development**

Owners are advised that children may be bused to schools from a specified location in or adjacent to the Plan of Subdivision as determined by the applicable School Board.

#### **S.11 Postal Service**

Owners are advised that door-to-door postal service will not be available within this Plan of Subdivision.

Owners are advised that a community super mail box or group mail box will be located within or nearby the Lands.

#### **S.12 Park Development**

Owners are advised that the adjacent Block 296 is designated for a public park land and that this Block, when developed, may cause disturbances or loss of privacy and may contain active lighted facilities for night-time events. Owners are also advised that the Municipality may declare such parkland as surplus to its requirements and may dispose of such parkland and allow development of the lands. The Owner has first right of refusal to take the Block at no cost to the Owner.

#### **S.13 Public Walkways**

*[intentionally deleted]*

#### **S.14 Fencing**

Owners are advised that lots bordering existing homes of the development require that rear or side yard privacy fencing and/or retaining walls no higher than 6ft be constructed as required. The fencing and/or retaining walls shall not be altered or removed. Owners are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the fencing that is situated along the side/rear lot line.

#### **S.15 Catchbasins and Stormwater Drainage**

Owners are advised that a catchbasin and associated leads are installed in the lot and that it will be the responsibility of the owner of the lot to keep the catchbasins free and clear of all obstructions, and to advise the Municipality promptly if such obstructions occur. Owners acknowledge that the catchbasin is designed to accept drainage from the lot and adjacent lots and that the grading is not to be altered in any way so as to adversely affect the drainage pattern of the surrounding lots. Where the Owner alters drainage, the Municipality shall have the right to enter the property to correct the grading and the costs of such work, including an administrative fee, shall be billed to the Owner and may, if not paid, be recovered in a like manner as taxes.

Owners are advised that stormwater drainage including sump discharge connection to municipal sanitary or storm sewers will not be permitted, unless permitted by Schedule "B" of this Agreement or otherwise approved to the satisfaction of the Municipal Engineer.

#### **S.16 Right of Entry**

Owners are advised that various provisions of the subdivision agreement provide that the Municipality shall be entitled to enter onto the lands within the Plan of Subdivision in order to carry out various inspections, repairs and maintenance activities at any time and without advance notice.

#### **S.17 Obstructions on Public Highway**

Owners are advised that they are not permitted to place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, purchasers are advised that no driveway curb or pillar may be placed within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

#### **S.18 Grading and Landscaping**

Owners are advised that no fences, trees and other landscaping features may be installed on the lot, other than those approved by the Municipality, until a final lot grading certificate has been received by and approved by the Municipality in accordance with the requirements of the Subdivision Agreement.

Owners are advised that grading shall not be altered such that overland drainage be compromised through the addition of lot amenities including but not limited to gardens, pools, decks, etc.

Owners are advised that the Municipality has reserved the right to amend the provisions and details of the lot grading plans filed with the subdivision agreement and that such amendments may result in alterations to features in said plans or the additions of other features, including, but not limited to, retaining walls. Owners are advised to consult with the Municipality's Public Works Department to ascertain the particulars of any amended grading plans for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with the subdivision agreement.

The individual lot owners are advised that they may be required to obtain the services of a qualified professional engineer to prepare a detailed site development/lot grading plan to the satisfaction of the Township of Adjala-Tosoronto prior to the issuance of a building permit.

#### **S.19 Designated Heritage Property**

*[intentionally deleted]*

#### **S.20 Future Roads**

*[intentionally deleted]*

#### **S.21 Rainwater Harvesting**

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Owners are recommended to adopt a rainwater harvesting system using an in-ground buried cistern or grey water reuse technologies.

**S. 22 Stub Road**

*[intentionally deleted]*

**S. 23 Stormwater Management Facility and Wastewater Treatment Plant**

Owners are advised that Block 291 is set aside for a stormwater management facility.

Owners are further advised that Block 293 is set aside for a wastewater treatment plant facility. The normal function of such facilities may give rise to odours and may cause a nuisance to occupants of the dwellings on lots nearby this Block.

**S. 24 Connection Fees**

Owners are advised that the Municipality is to be paid a connection fee at the time of issuance of each building permit, in accordance with Schedule "T" of this Agreement.

**S. 25 Agricultural Operations**

Owners are advised of the proximity of nearby agricultural operations, potential nuisances, the *Farming and Food Protection Act*, trespass impacts and respecting existing agricultural activities.

**SCHEDULE "T"**  
**DEVELOPMENT CHARGES AND SERVICE CONNECTION FEES**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

**T.1 Local Services and Local Connection Charges**

The Owner acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a "development charge") are characterized as:

- (a) local services installed or provided at the expense of the Owner related to or within the Plan of Subdivision as a condition of approval under the *Planning Act*.
- (b) connections to water and sewer facilities installed at the expense of the Owner, including the construction and maintenance of a wastewater treatment plant to service the subdivision; or
- (c) services denoted on Approved Drawings or specifically noted in the Agreement for which the Owner is making no claim for credits from the development charge by-law,

and are not charges related to development within the meaning of the *Development Charges Act, 1997*, S.O. 1997, c.27 (hereinafter referred to as the "*Development Charges Act*"), as may be amended from time to time.

**T.2 Development Charges and Connection Fees to be Paid**

The Owner, as a capital contribution towards other municipal services, will pay, in addition to all other monies required to be paid by the Owner under this Agreement, to the Municipality and any other applicable agency having a Development Charge, the Development Charges and Connection Fees in effect by by-law at the time of building permit application, save and except for the first 210 units which will be assessed as of the date of execution of this Agreement. The total amount of each Development Charge and Connection Fee shall be paid not later than the date of the issuance of each building permit, save and except for the first 210 units which shall be paid no later than the date of the registration of this Agreement.

The Owner will receive a credit towards:

- i) the wastewater Connection Fee in an amount not to exceed the capital costs of the Wastewater Treatment Plant;
- ii) any water connection rates/charges in an amount not to exceed the capital costs of the standpipe and associated infrastructure.

The Owner further understands and agrees that the Development Charge is subject to review and update by the Municipality and other agencies and that this fee may also be adjusted by the Municipality or other agencies following each review including automatic inflationary increases. In the event that the Development Charge is adjusted by the Municipality, then the adjusted cost shall apply.

The Owner shall pay any applicable Development Charges to the Municipality at the time of issuance of a building permit for each lot or block developed on the Land. Notwithstanding the entering into of this Agreement and the appropriate zoning of the Lands, the water and sewer capacity approvals are not guaranteed until the Development Charges By-law payments are received in full, and capacity availability is confirmed by the Public Works Department.



**T.3 Development Charge Credits**

The Owner hereby releases and forever discharges the Municipality from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Owner hereby waives all such claims for credits except for the credits that may be specified in this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Owner.

Notwithstanding any other provisions of this agreement the Owner will receive credit towards the portion of the Park Works and/or Park Services as approved by the Municipal Engineer and constructed and installed by the Owner, allowed under the Development Charges By-law in effect.

**T.5 Owner Front-Ending Works Within Development Charges By-law**

A portion of the services to be constructed in association with this development have been identified within the Municipality's Development Charge By-law as being part of the development charge service component. The Owner acknowledges that the Municipality lacks the financial ability to provide this service at this time. The Owner has requested permission from the Municipality to provide the said service in lieu of the payment of a portion of a development charge pursuant to Section 38 of the *Development Charges Act*.

The Owner acknowledges and agrees that the Municipality has an unfettered discretion to refuse permission for the installation of services pursuant to Section 38 of the *Development Charges Act*.

The Owner acknowledges and agrees that for the Municipality to provide such service at this time would be premature and that the resulting development would fail to conform to the requirements of the *Planning Act* as it would be premature and not in the public interest for such service to be provided in accordance with the Owner's schedule.

The Owner acknowledges and agrees that but for this provision, the proposed development would be considered premature and that the Municipality would otherwise withhold its permission to allow the Owner to provide such service. In order to advance the timing of the provision of such services, the Owner is prepared to enter into the Agreement herein and assign its rights to such credit permissible under the *Development Charges Act*. This provision constitutes an Agreement in writing by the party entitled to the credit pursuant to the *Development Charges Act*. The Owner acknowledges that the Municipality will not recover 100% of the cost of provision of such services through the Municipality's Development Charges By-law. The Owner, therefore, hereby assigns to the Municipality that portion of the credit which the Municipality is unable to recover, and to which the Owner would otherwise be entitled (hereinafter called the "non-recoverable credits"). The Owner acknowledges and agrees that the non-recoverable credits assigned to the Municipality may vary in accordance with the applicable legislation and by-law applicable from time to time.

The Owner acknowledges and agrees that by assigning such non-recoverable credits aforesaid that it relinquishes any claim it may have for total recovery of the reasonable cost to the Owner of providing the service.

The Owner acknowledges and agrees that any entitlement to any recoverable credits shall be limited to the component of the service within the development charge and shall be provided as a reduction of that component of development charges otherwise payable.

*Tribute (Colgan 2) Limited Subdivision Agreement - November 9, 2021*

The Owner warrants the Owner has not assigned or encumbered any right to any credit under the *Development Charges Act* and acknowledges that this Agreement regarding the assignment of non-recoverable credits and the registration hereof constitutes notice of the assignment to the Municipality contained herein.

The law of contract applies to this assignment of non-recoverable credits and the parties are entitled to all remedies arising therefrom.

The parties specifically agree that adequate consideration has flowed from each party to the other with respect to the assignment herein granted and that generally, the provisions of this assignment Agreement given for the benefit of each party are not severable. The Owner acknowledges and agrees that it shall not take the benefit of this assignment and allege entitlement to any greater credit than set out herein.

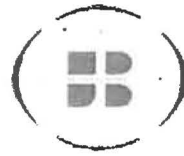
The Owner acknowledges that it is under no economic duress or other form of duress in entering into this Agreement and understands that if it failed to accept the Municipality's position with respect to the issue of prematurity, public interest or otherwise that it had rights of appeal to the Ontario Land Tribunal pursuant to the *Planning Act*.

The Owner agrees that it will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and enforce this assignment Agreement. This provision may be pleaded by the Municipality in any action or proceeding as an estoppel of any denial of such right.

*Tribute (Colgan 2) Limited Subdivision Agreement - November 9, 2021*

**SCHEDULE "U"**  
**ONTARIO LAND SURVEYOR'S CERTIFICATE**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.



**J.D. BARNES**  
LIMITED  
LAND INFORMATION SPECIALISTS

### **Surveyor's Certificate**

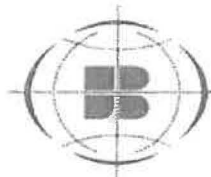
**Tribute (Colgan 2) Limited.  
Plan of Subdivision  
Part of Lot 11, Concession 7 (Adjala)  
Township of Adjala-Tosorontio  
(J.D. Barnes Reference No. 18-11-658-00-MP)**

**I hereby certify that the areas and frontages of all the Lots on the above noted Plan of Subdivision comply with the requirements of zoning By-laws 03-57 and amending By-laws 18-36 and 18-42.**

**Pier De Rosa  
Ontario Land Surveyor  
J.D Barnes Limited**

*OCT 28, 2021*

**Date**



**J.D. BARNES**  
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## Frontage and Areas

May 31, 2021

Subdivision - Tribute (Colgan) Limited

Part of Lots 9, 10 and 11, Concession 7, Township of Adjala-Tosorontio

J.D. Barnes Reference No. 18-11-657-00

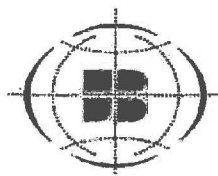
Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 1	27.00	1017.45
LOT 2	21.30	909.51
LOT 3	21.24	897.93
LOT 4	20.53	1596.91
LOT 5	20.53	2511.08
LOT 6	21.38	1172.13
LOT 7	21.30	1061.16
LOT 8	21.30	1006.10
LOT 9	21.30	965.96
LOT 10	24.30	1192.02
LOT 11	18.30	892.41
LOT 12	18.30	888.15
LOT 13	63.30	3201.88
LOT 14	24.30	936.69
LOT 15	18.30	707.75
LOT 16	20.59	732.22
LOT 17	24.17	1563.23
LOT 18	33.04	2087.33
LOT 19	27.50	1740.06
LOT 20	27.50	1739.93
LOT 21	36.25	2292.48
LOT 22	27.00	1725.30
LOT 23	18.54	648.90
LOT 24	21.30	745.50
LOT 25	21.22	764.62
LOT 26	21.20	768.67
LOT 27	21.30	745.50
LOT 28	24.30	845.95
LOT 29	24.30	845.95
LOT 30	18.30	640.50
LOT 31	18.38	640.68
LOT 32	20.86	880.58
LOT 33	19.71	1785.75

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 34	18.54	1230.68
LOT 35	18.47	897.70
LOT 36	18.30	998.61
LOT 37	24.30	997.09
LOT 38	21.64	892.00
LOT 39	24.31	995.76
LOT 40	21.30	745.50
LOT 41	21.30	745.50
LOT 42	21.30	745.50
LOT 43	21.30	745.50
LOT 44	21.30	745.50
LOT 45	21.30	745.50
LOT 46	21.30	745.50
LOT 47	24.19	995.21
LOT 48	21.30	879.05
LOT 49	24.19	993.85
LOT 50	21.30	741.13
LOT 51	21.30	742.30
LOT 52	21.30	743.48
LOT 53	21.30	744.65
LOT 54	21.30	745.82
LOT 55	21.30	746.99
LOT 56	21.30	748.16
LOT 57	21.30	745.50
LOT 58	21.30	745.50
LOT 59	21.30	745.50
LOT 60	21.30	745.50
LOT 61	21.30	745.50
LOT 62	21.30	745.50
LOT 63	21.30	745.50
LOT 64	24.06	985.03
LOT 65	21.64	890.05
LOT 66	24.30	994.90

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## Frontage and Areas

May 31, 2021

**Subdivision - Tribute (Colgan) Limited**

**Part of Lots 9, 10 and 11, Concession 7, Township of Adjala-Tosorontio**

**J.D. Barnes Reference No. 18-11-657-00**

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 67	21.30	745.50
LOT 68	21.30	745.50
LOT 69	21.30	745.50
LOT 70	21.30	745.50
LOT 71	21.30	745.50
LOT 72	21.30	745.50
LOT 73	21.30	745.50
LOT 74	24.30	993.79
LOT 75	21.64	890.16
LOT 76	24.06	986.59
LOT 77	22.00	737.17
LOT 78	18.30	781.41
LOT 79	18.32	780.15
LOT 80	18.31	912.74
LOT 81	18.32	1654.15
LOT 82	18.31	1161.00
LOT 83	18.53	708.32
LOT 84	18.30	718.17
LOT 85	25.28	968.82
LOT 86	21.29	847.25
LOT 87	21.03	949.89
LOT 88	20.82	937.51
LOT 89	21.12	786.83
LOT 90	21.01	1346.18
LOT 91	21.01	1310.48
LOT 92	21.11	1185.41
LOT 93	21.30	1065.00
LOT 94	21.30	1065.00
LOT 95	21.28	1064.00
LOT 96	21.32	1066.00
LOT 97	21.30	1065.00
LOT 98	21.30	1065.00
LOT 99	24.45	851.92

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 100	18.30	640.50
LOT 101	18.30	640.50
LOT 102	18.30	640.50
LOT 103	26.39	919.19
LOT 104	19.31	675.85
LOT 105	24.30	846.05
LOT 106	18.30	640.50
LOT 107	18.30	640.50
LOT 108	18.30	640.50
LOT 109	24.58	854.15
LOT 110	18.30	781.41
LOT 111	18.30	824.25
LOT 112	18.30	640.50
LOT 113	23.30	810.97
LOT 114	20.16	861.02
LOT 115	23.89	874.63
LOT 116	24.86	861.73
LOT 117	22.65	908.37
LOT 118	18.30	740.87
LOT 119	18.30	640.81
LOT 120	27.00	905.71
LOT 121	31.19	987.95
LOT 122	18.30	959.75
LOT 123	18.30	1102.73
LOT 124	18.30	665.66
LOT 125	24.40	882.11
LOT 126	26.40	913.76
LOT 127	21.30	745.50
LOT 128	18.30	640.50
LOT 129	18.30	640.50
LOT 130	18.30	640.50
LOT 131	18.30	640.50
LOT 132	18.30	640.50

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## Frontage and Areas

May 31, 2021

### Subdivision - Tribute (Colgan) Limited

Part of Lots 9, 10 and 11, Concession 7, Township of Adjala-Tosorontio

J.D. Barnes Reference No. 18-11-657-00

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 133	18.30	640.50
LOT 134	18.30	640.50
LOT 135	18.30	640.66
LOT 136	18.46	659.86
LOT 137	19.30	708.95
LOT 138	19.86	950.15
LOT 139	24.30	976.46
LOT 140	18.30	669.97
LOT 141	18.30	640.50
LOT 142	18.30	640.50
LOT 143	18.30	640.50
LOT 144	18.30	640.50
LOT 145	19.56	643.62
LOT 146	18.62	940.13
LOT 147	18.57	1544.19
LOT 148	18.31	831.26
LOT 149	18.33	653.52
LOT 150	18.30	640.50
LOT 151	24.30	845.95
LOT 152	24.50	852.95
LOT 153	18.33	645.83
LOT 154	18.85	680.72
LOT 155	22.66	860.17
LOT 156	22.67	991.82
LOT 157	22.28	1117.91
LOT 158	24.30	848.55
LOT 159	21.30	745.50
LOT 160	21.30	745.50
LOT 161	21.30	745.50
LOT 162	21.30	745.50
LOT 163	21.30	817.64
LOT 164	21.30	977.27
LOT 165	24.30	845.95

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 166	21.30	745.50
LOT 167	23.89	784.23
LOT 168	27.00	1692.09
LOT 169	35.84	2221.03
LOT 170	27.67	1738.09
LOT 171	27.78	1945.14
LOT 172	29.10	1828.19
LOT 173	28.25	1766.55
LOT 174	35.22	2326.30
LOT 175	27.83	1802.33
LOT 176	24.25	787.98
LOT 177	23.32	743.21
LOT 178	18.30	640.50
LOT 179	18.30	640.50
LOT 180	18.30	640.42
LOT 181	20.54	656.16
LOT 182	24.85	1154.07
LOT 183	27.98	954.79
LOT 184	18.30	640.50
LOT 185	18.30	640.50
LOT 186	18.30	640.50
LOT 187	18.30	640.50
LOT 188	18.30	641.05
LOT 189	20.82	823.23
LOT 190	35.74	1533.36
LOT 191	24.40	1214.00
LOT 192	24.40	1284.27
LOT 193	24.40	1354.53
LOT 194	21.30	1239.12
LOT 195	28.20	1189.65
LOT 196	20.11	1359.47
LOT 197	18.51	699.60
LOT 198	28.65	836.87

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## Frontage and Areas

May 31, 2021

### Subdivision - Tribute (Colgan) Limited

Part of Lots 9, 10 and 11, Concession 7, Township of Adjala-Tosorontio

J.D. Barnes Reference No. 18-11-657-00

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 199	20.97	781.00
LOT 200	18.30	640.50
LOT 201	18.84	641.45
LOT 202	20.62	1166.27
LOT 203	19.10	1268.70
LOT 204	18.31	684.59
LOT 205	18.30	640.48
LOT 206	18.30	640.50
LOT 207	21.30	740.95
LOT 208	21.12	782.23
LOT 209	18.40	644.00
LOT 210	23.19	807.10
LOT 211	20.81	1083.08
LOT 212	21.46	760.33
LOT 213	21.30	745.50
LOT 214	21.30	745.50
LOT 215	24.30	913.83
LOT 216	18.30	691.37
LOT 217	18.30	691.37
LOT 218	30.21	924.35
LOT 219	19.42	748.04
LOT 220	18.50	663.39
LOT 221	21.30	745.61
LOT 222	21.30	745.50
LOT 223	21.30	745.50
LOT 224	21.08	800.57
LOT 225	24.40	849.45
LOT 226	21.68	758.80
LOT 227	21.30	745.50
LOT 228	21.30	745.50
LOT 229	21.30	745.50
LOT 230	21.30	745.50
LOT 231	23.83	743.08

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 232	24.92	789.10
LOT 233	22.90	728.82
LOT 234	20.40	681.11
LOT 235	28.95	850.68
LOT 236	22.72	738.59
LOT 237	25.57	813.42
LOT 238	21.30	745.50
LOT 239	21.30	745.50
LOT 240	21.30	745.50
LOT 241	18.30	640.50
LOT 242	18.30	640.50
LOT 243	24.02	853.59
LOT 244	21.64	768.76
LOT 245	24.06	851.61
LOT 246	21.30	745.50
LOT 247	21.30	745.50
LOT 248	21.30	745.50
LOT 249	21.30	745.50
LOT 250	21.30	745.50
LOT 251	20.60	976.11
LOT 252	20.54	1001.42
LOT 253	20.87	891.37
LOT 254	21.09	804.60
LOT 255	21.30	745.50
LOT 256	20.90	867.94
LOT 257	20.54	1456.19
LOT 258	20.63	976.21
LOT 259	18.39	643.65
LOT 260	18.30	640.50
LOT 261	20.42	714.70
LOT 262	22.68	919.31
LOT 263	18.30	640.50
LOT 264	18.30	640.50

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## Frontage and Areas

May 31, 2021

Subdivision - Tribute (Colgan) Limited

Part of Lots 9, 10 and 11, Concession 7, Township of Adjala-Tosorontio

J.D. Barnes Reference No. 18-11-657-00

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 265	19.00	665.00
LOT 266	24.67	859.88
LOT 267	21.53	826.79
LOT 268	24.31	991.10
LOT 269	18.30	640.50
LOT 270	18.30	640.50
LOT 271	18.30	640.50
LOT 272	18.30	640.50
LOT 273	30.64	910.55
LOT 274	21.15	909.17
LOT 275	21.01	971.01
LOT 276	21.03	834.42
LOT 277	21.30	745.50
LOT 278	21.30	745.50
LOT 279	25.45	875.10
LOT 280	21.30	1065.00
LOT 281	21.31	1074.32
LOT 282	21.31	1124.40
LOT 283	21.31	1179.35
LOT 284	21.31	1234.20
LOT 285	21.29	1275.38
LOT 286	21.30	1278.00
LOT 287	21.30	1278.00
LOT 288	21.30	1278.00
LOT 289	21.30	1278.00
LOT 290	21.30	1278.00
LOT 291	21.18	1388.98
LOT 292	21.01	1641.09
LOT 293	21.01	1855.41
LOT 294	21.01	1476.32
LOT 295	21.01	1187.78
LOT 296	21.15	1030.61
LOT 297	21.09	1060.32

Lot/Block	Frontage (6m setback)	Area (sq m)
LOT 298	21.01	1222.03
LOT 299	21.01	1160.59
LOT 300	21.00	989.52
LOT 301	21.30	852.02
LOT 302	21.30	852.00
LOT 303	21.30	852.00
LOT 304	21.30	852.00
LOT 305	21.30	852.00
LOT 306	21.30	852.00
LOT 307	24.30	972.00
LOT 308	24.25	970.00
LOT 309	21.35	854.00
LOT 310	21.25	850.00
LOT 311	21.30	852.00
LOT 312	21.30	852.00
LOT 313	21.30	852.00
LOT 314	21.30	851.93
LOT 315	35.09	1151.48
BLOCK 316		800.00
BLOCK 317		119407.74
BLOCK 318		67273.18
BLOCK 319		3594.06
BLOCK 320		88352.64
BLOCK 321		52627.93
BLOCK 322		15098.02
BLOCK 323		32270.24
BLOCK 324		31523.90
BLOCK 325		8212.90
BLOCK 326		45.95
BLOCK 327		53.16
BLOCK 328		1160.95

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**SCHEDULE "V"**  
**THE UPPER-TIER APPROVAL CONDITIONS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

***Tribute (Colgan 2) Limited***

- 1 The Owner agrees that a copy of the proposed Final M-Plan is to be forwarded to the County of Simcoe for their review and approval prior to final registration. *[Colgan 2; Condition 4]*
- 2 The Owner agrees to satisfy all the requirements, financial, insurance and otherwise, of the County of Simcoe *[Colgan 2; Condition 5]*
- 3 The Owner agrees to provide an executed copy of this agreement to the County of Simcoe. *[Colgan 2; Condition 11]*
- 4 The Owner agrees that development charges, processing and administrative fees be paid in accordance with the current County of Simcoe policies in effect at the time of final approval. *[Colgan 2; Condition 12]*
- 5 The Owner agrees, prior to final approval, to create and transfer to the County of Simcoe, at no cost, a fee simple, unencumbered interest in those lands associated with intersection improvements at County Road. *[Colgan 2; Condition 20]*
- 6 Prior to final approval, the Owner shall submit to the satisfaction of the County of Simcoe, a copy of the proposed final M-Plan which provides dedication of County Intersection Lands, daylight triangles and applicable land reserve blocks to the satisfaction of the County of Simcoe. This block(s) shall be dedicated to the County of Simcoe as a public highway, at no cost, free and clear of all charges and encumbrances. *[Colgan 2; Condition 83]*
- 7 Prior to final approval, the Owner shall submit a detailed Traffic Impact Study (TIS) to the satisfaction of the County of Simcoe. *[Colgan 2; Condition 84]*
- 8 The Owner agrees to design and construct at no cost to the County of Simcoe, a roundabout intersection at the proposed intersection of Street 'A' and County Road 14 including any additional intersection design details (e.g. drainage works, curbing, signage, line markings, etc) that may be required, as determined by the County, through the review of the detailed Traffic Impact Study, noted above. *[Colgan 2; Condition 85]*
- 9 Prior to final approval, the Owner shall enter into a legal agreement with the County of Simcoe whereby the Owner agrees to assume complete financial and other responsibility for the design and construction of an improved intersection onto County Road 14 as well as other recommendations and works as identified in the Traffic Impact Study as approved by the County of Simcoe. It is the responsibility of the Owner to prepare engineering drawings and a construction cost estimate for the required road improvements to the satisfaction of the County. The Owner is required to provide the County with a Letter of Credit representing 100% of the County-approved construction cost estimate. The approved engineering road drawings and Letter of Credit will be referenced in the legal agreement. *[Colgan 2; Condition 86]*
- 10 The Owner agrees to insert in all Agreements of Purchase and Sale for all lots abutting County Road 14, a warning clause advising purchasers that the purpose of the 0.3 m reserve adjacent to the County Road right-of-way is to prohibit access to County Road 14. *[Colgan 1; Condition 88]*

*Tribute (Colgan 2) Limited Subdivision Agreement - November 9, 2021*

- 11 The Owner agrees to construct a 2 metre high solid board fence along the rear of all residential lots abutting County Road 14 to the satisfaction of the County and the Township. The fence is to be constructed at the expense of the Owner, be on private property and is to be maintained by the residential lot owners. *[Colgan 1; Condition 89]*
- 12 Prior to final approval, the Owner shall submit the following to the satisfaction of the County:
  - i) Detailed Stormwater Management Report;
  - ii) Detailed Stormwater Management Pond Landscaping Plan;
  - iii) Natural Hazards Assessment (flooding, erosion, slope stability);
  - iv) Grading and Drainage Plans;
  - v) Servicing Drawings;
  - vi) County Road Improvement Drawings; and,
  - vii) Erosion and Sedimentation Control Plans. *[Colgan 2; Condition 90]*
- 13 The Owner agrees that the County is not required to provide waste collection services along unassumed roads until such time they are assumed by the municipality. The County may, however, commence waste collection services prior to the municipality assuming the road once an appropriate level of residency has been confirmed by the County. Such early provision of waste collection services is contingent upon regular access being available on the road and is subject to a request being approved by the County Solid Waste Management Department. This may require temporary turnarounds to be constructed depending on the phasing of the development. The Owner acknowledges that should road access be blocked due to road construction, parked vehicles, insufficient snow removal, etc., or should any temporary turnarounds not be constructed to the County's standard, service disruptions will occur. The Owner is responsible for providing waste collection services until such time as the County has confirmed that the access restriction has been satisfactorily remedied.
- 14 Prior to final approval, the County of Simcoe must advise the Approval Authority in writing how applicable Conditions have been satisfied. *[Colgan 2; Condition 100]*

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**SCHEDULE "W"**  
**OTHER AGENCIES APPROVAL CONDITIONS**

**NOTE:** It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

***Tribute (Colgan 2) Limited***

- 1 An executed copy of this agreement shall be provided to the Nottawasaga Valley Conservation Authority. *[Colgan 2; Condition 11]*
- 2 The Owner agrees that development charges, processing and administrative fees be paid in accordance with the current Simcoe County District School Board, Simcoe Muskoka Catholic District School Board and Nottawasaga Valley Conservation Authority in effect at the time of final approval. *[Colgan 2; Condition 12]*
- 3 The Owner agrees that Block 298, and Environmental Protection Block 294 and Block 295 be conveyed to the Nottawasaga Valley Conservation Authority or other public body satisfactory to the Township of Adjala-Tosorontio, free and clear of all encumbrances and shall be preserved in their natural state and undeveloped. *[Colgan 2; Condition 17]*
- 4 An easement is provided in favour of the Nottawasaga Valley Conservation Authority or other public authority over drainage Block 299 for the purposes of access to Blocks 294 and 295. *[Colgan 2; Condition 18]*
- 5 Prior to final approval, a drainage plan shall be prepared by the Owner's consultant, to the satisfaction of the Ministry of the Environment, Conservation and Parks. This plan will show how surface water will be controlled on and off the site and will include swales and/or easements, where necessary. Any necessary erosion control measures will be shown. *[Colgan 2; Condition 26]*
- 6 The Owner, that prior to final approval, a final detailed storm water management plan shall be prepared to the satisfaction of the Ministry of the Environment, Conservation and Parks and the Township of Adjala-Tosorontio. The storm water management report shall show the following:
  - (a) How surface water will be controlled on and off the site, including swales and/or easements, where necessary;
  - (b) Necessary erosion control measures;
  - (c) Recommendations with regard to the control of storm water run-off in accordance with the guidelines of the MOECP and NVCA;
  - (d) Procedures to be followed for the control of erosion/siltation and its effects during and after construction of roads and services within this development;
  - (e) Maintenance protocol to be followed for this facility; and,
  - (f) Sufficient buffer existing between infiltrative measures and the groundwater table to allow proper function. *[Colgan 2; Condition 40]*
- 7 The Owner shall demonstrate to the satisfaction of the Ministry of the Environment, Conservation and Parks, that adequate means of providing wastewater treatment and disposal shall be available through the issuance of a certificate of approval pursuant to the Ontario Water Resources Act, and fulfillment of an Environmental Assessment if required. *[Colgan 2; Condition 52]*
- 8 The Owner agrees that prior to final plan approval, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and the Township of Adjala-Tosorontio:

- a) A detailed Storm Water Management Report;
- b) A detailed Erosion Control Plan;
- c) A detailed Grading Plan;
- d) A Landscaping Plan for the storm water pond;
- e) A Geotechnical Report;
- f) A Stream Corridor Planting Plan; and,
- g) A Monitoring Plan outlining a program to monitor impacts of development on Keenansville Creek and the shallow aquifer.

The Owner shall carry out or cause to be carried out the recommendations and measures contained with the plans and reports above to the satisfaction of the NVCA, including providing for a larger storm water pond block, if necessary. *[Colgan 2; Conditions 59-61]*

- 9 The Owner agrees to ensure that proper erosion and sediment control measures will be in place prior to any site alteration to the satisfaction of the Nottawasaga Valley Conservation Authority. The Owner agrees that all major stormwater management facilities and channel works must be in place prior to the creation of impervious areas such as roads and buildings. *[Colgan 2; Condition 62]*
- 10 The Owner agrees to engage a qualified professional, to certify in writing, that the works were constructed in accordance with the plans, report and specifications, as approved by the Nottawasaga Valley Conservation Authority. *[Colgan 2; Condition 63]*
- 11 The Owner agrees to ensure that the Nottawasaga Valley Conservation Authority is notified in writing, through a copy of the enacted zoning by-law including its text and schedule, illustrating that the natural hazards, natural heritage features and storm water management facilities on the final draft plan have been placed in a satisfactory restrictive zoning category (e.g. Open Space Conservation). *[Colgan 2; Condition 64]*
- 12 The Owner agrees that a permit from the Nottawasaga Valley Conservation Authority, under the Conservation Authorities Act and Ontario Regulation 172/06, shall be obtained for all development and site alteration within a regulated area. *[Colgan 2; Condition 65]*
- 13 The Owner agrees, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the powers of the Conservation Authorities Act. *[Colgan 2; Condition 66]*
- 14 That the Owner shall agree to include in all Offers of Purchase and Sale a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood schools area. *[Colgan 2; Condition 68]*
- 15 The Owner shall include in all Offers of Purchase and Sale, a clause advising prospective purchasers that accommodation within Simcoe County District School Board sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or directed to schools outside the area. *[Colgan 2; Condition 69]*
- 16 The Owner shall include in all Offers of Purchase and Sale a clause advising prospective purchasers that school busses will not enter cul-de-sacs and that pick up points will be generally located on through streets convenient to the Simcoe County District School Board. Pick up points will not be located within the subdivision until major construction activity has been completed. *[Colgan 2; Condition 70]*

- 17 Prior to final approval and any site alteration, the Owner shall carry out an Archaeological Assessment of the subject property to document, remove and/or preserve any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the Ministry of Tourism, Culture and Sport confirming in writing to the Approval Authority that all archaeological resource concerns have met licensing and resource confirmation requirements. *[Colgan 2; Condition 71]*
- 18 The Owner agrees that Bell Canada, Rogers Communication or other telecommunication company shall confirm that satisfactory arrangements, financial and otherwise, have been made with Bell Canada, Rogers Communications or other telecommunication company for any communication facilities serving this plan of subdivision which are required by the Township of Adjala-Tosorontio to be installed underground, with such confirmation forwarded to the Township of Adjala-Tosorontio. *[Colgan 2; Condition 72]*
- 19 The Owner agrees to grant to Bell Canada, Rogers Communications or any other telecommunication company any easements that may be required for telecommunication or other services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing communication facilities or easements, the Owner shall be responsible for rearrangements or relocation of such facilities or easements. *[Colgan 2; Condition 73]*
- 20 The Owner agrees that prior to commencing any work within the Plan, the Owner shall confirm with Bell Canada that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. The agrees that should the Owner elect to not pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the Township of Adjala-Tosorontio that sufficient alternative communication/telecommunication facilities are available within the communication/telecommunication services for emergency management services (i.e. 911 Emergency Services). *[Colgan 2; Condition 74]*
- 21 The Owner agrees to include in all Offers of Purchase and Sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox. *[Colgan 1; Condition 75]*
- 22 The Owner agrees to be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the purchase offer which the homeowner does a signoff. *[Colgan 1; Condition 76]*
- 23 The Owner agrees to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans. *[Colgan 2; Condition 77]*
- 24 The Owner agrees to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
- i) An appropriately-sized sidewalk section (concrete pad) as per municipal and Canada Post standards to place the Community Mailbox on;
  - ii) To provide the cement pads during sidewalk pouring and notify Canada Post of the locations when they are complete;

- iii) Any required pathway across the boulevard as required as per municipal standards; and,
  - iv) Any required curb depressions for accessibility. *[Colgan 2; Condition 78]*
- 25 The Owner agrees that Canada Post's Multi-Unit Policy will be in effect for any Multi-Unit Buildings. It will be the Owner's responsibility to purchase and maintain Centralized Mailboxes for this development type. Any institutions in this Plan will be treated as a single business and will be provided mail delivery to one point of call. The developer will be required to provide a signature for a License to Occupy Land agreement for any condominiums. *[Colgan 2; Condition 79]*
- 26 The Owner agrees to determine and provide and fit up a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail service to new residences as soon as the homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. (The developer should provide evidence of how they intend to coordinate this activity in a timely manner to a safe, clean and useable area.) *[Colgan 2; Condition 80]*
- 27 The Owner agrees that Hydro One shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this Plan of Subdivision which are required by the Township of Adjala-Tosorontio to be installed underground. A copy of such confirmation shall be forwarded to the Township. *[Colgan 2; Condition 81]*
- 28 The Owner agrees that:
  - (i) The developer is responsible for the safe installation of all utilities, including required separation between utilities;
  - (ii) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
  - (iii) All streets are graded to final elevation prior to the installation of the gas lines and provide Enbridge Gas with the necessary field survey information required for the installation of the gas lines; and
  - (iv) The natural gas distribution system will be installed within the road allowance. If this is not possible, easements will be provided at no cost to Enbridge Gas. *[Colgan 2; Condition 82]*
- 29 Prior to final approval and registration, the Owner shall provide the Approval Authority with a copy of the Certificate of Approval from the Ministry of the Environment, Conservation and Parks relating to the wastewater servicing system. *[Colgan 2; Condition 91]*
- 30 Prior to final approval, the Approval Authority is to be advised in writing by the Nottawasaga Valley Conservation Authority how applicable Conditions have been satisfied. *[Colgan 2; Condition 92]*
- 31 Prior to final approval, the Approval Authority is to be advised in writing by the Ministry of the Environment, Conservation and Parks, how applicable Conditions have been satisfied. *[Colgan 2; Condition 93]*
- 32 Prior to final approval, the Approval Authority is to be advised in writing by Bell Canada, Rogers Communication or other telecommunications company, how applicable Conditions have been satisfied. *[Colgan 2; Condition 94]*
- 33 Prior to final approval, the Approval Authority is to be advised in writing by Canada Post, how applicable Conditions have been satisfied. *[Colgan 2; Condition 95]*

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- 34 Prior to final approval, the Approval Authority is to be advised in writing by Enbridge Gas how applicable Conditions have been satisfied. *[Colgan 2; Condition 96]*
- 35 Prior to final approval, the Approval Authority is to be advised in writing by the Hydro Electric agency, how applicable Conditions have been satisfied. *[Colgan 2; Condition 97]*
- 36 Prior to final approval, the Approval Authority is to be advised in writing by the Simcoe Muskoka Catholic District School Board, how applicable Conditions have been satisfied. *[Colgan 2; Condition 98]*
- 37 Prior to final approval, the Approval Authority is to be advised in writing by the Simcoe County Board of Education, how applicable Conditions have been satisfied. *[Colgan 2; Condition 99]*