

THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE

BY-LAW NO. 1-19

*A By-Law to Authorize Signing Officers of the Municipality of North Grenville
to Execute Required Agreements for the Shaker Village Subdivision*

WHEREAS the lands affected are described as being Part Lot 16, Concession 5 in the Geographic Township of Oxford-on-Rideau, now the Municipality of North Grenville;

AND WHEREAS the Shaker Village Subdivision has received draft plan approval from the United Counties of Leeds & Grenville on February 14, 2014;

NOW THEREFORE the Council of the Corporation of the Municipality of North Grenville enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute the subdivision agreement, attached as Schedule “A” and forming part of this by-law, and all other necessary agreements for the Shaker Village Subdivision on behalf of the Municipality of North Grenville.
2. That this by-law shall take effect on the date of passing subject to the provisions of the *Planning Act* R.S.O., 1990, as amended.
3. The Clerk of the Municipality of North Grenville is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

PASSED AND ENACTED
THIS 14th DAY OF JANUARY, 2019

NANCY PECKFORD
Mayor

CAHL POMINVILLE
Clerk

SUBDIVISION AGREEMENT

BETWEEN

FORBES BUILDING MATERIAL LIMITED

SHAKER VILLAGE SUBDIVISION
(Plan of Subdivision File No. 07-T-13003)

AND

**THE CORPORATION OF THE
MUNICIPALITY OF NORTH GRENVILLE**

FOR LANDS DESCRIBED AS

**Part Lot 16, Concession 5 in the Geographic Township of Oxford-on-Rideau,
now the Municipality of North Grenville**

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THIS AGREEMENT MADE THE ____ DAY OF _____, 2018

BETWEEN:

FORBES BUILDING MATERIAL LIMITED

a company incorporated under the laws of the
Province of Ontario

hereinafter called the “**Owner**” of the first
and their successors and assigns

and

**THE CORPORATION OF THE MUNICIPALITY OF NORTH
GRENVILLE**

hereinafter called the “**Corporation**” of the second part

WHEREAS the Owner has applied to the United Counties of Leeds and Grenville for an approval of a Plan of Subdivision in Part Lot 16, Concession 5, in the Geographic Township of Oxford-on-Rideau, now The Municipality of North Grenville, which lands are shown on a Draft Plan of Subdivision 07-T-13003, prepared by Novatech Engineering Consultants Ltd., dated December 6, 2012, as identified on Schedule “B” to this Agreement and the said lands are hereinafter referred to as the Plan of Subdivision;

AND WHEREAS the Owner has agreed to install the works and services hereinafter referred to and has agreed to file with the Corporation the security herein guaranteeing that the works will be installed by the Owner;

AND WHEREAS the Owner is the Owner of the lands described in the Schedule hereto annexed and marked Schedule “A”;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained the parties hereto covenant and agree with each other as follows:

ARTICLE 1 SCOPE OF THE AGREEMENT AND DEFINITIONS

1.1 In this Agreement:

- (a) “**AGREEMENT**” shall mean this Agreement and the Schedules, which shall be deemed to be covenants as though specifically set out herein;
- (b) “**CORPORATION**” shall mean the Corporation of the Municipality of North Grenville and includes its successors and assigns and its officers, employees, agents and contractors;
- (c) “**CONSULTING ENGINEER**” shall mean a professional engineer licenced and in good standing with the Professional Engineers Ontario, hired by the Owner to provide the services identified in Article 3.1;
- (d) “**FINAL ACCEPTANCE**” shall mean the acceptance of all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and as further referred to in this Agreement;
- (e) “**MAINTAIN**” includes operation, repair, replace or reinstate;
- (f) “**MINIMUM MUNICIPAL STANDARDS**” shall mean the Minimum Standards for Design, Construction and Approval of Municipal Infrastructure and

Residential, Commercial and Industrial Development, dated February 5, 2010;

- (g) "MUNICIPAL ENGINEER" shall mean an engineer who is licenced and in good standing with the Professional Engineers Ontario, or the Corporation's Director of Public Works or an individual or consultant as designated from time to time by the Corporation;
 - (h) "OWNER" or "OWNERS" shall mean the Party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner or Owners;
 - (i) "PLAN" or "PLAN OF SUBDIVISION" or "SUBDIVISION" shall mean the Plan of Subdivision submitted by the Owner for approval and includes the lands described in Schedule 'A';
 - (j) "PRELIMINARY APPROVAL" shall mean approval by the Corporation when it is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Corporation, and as further referred to in this Agreement;
 - (k) "WORKS" includes those services, installations, structures and other Works listed in and required by this Agreement.
- 1.2 The Owner shall construct and install all the Works set out in Schedule 'C' and in the approved drawings as listed in Schedule 'V'. The said Works shall be constructed and completed at the expense of the Owner and in a manner satisfactory to the Corporation, and in accordance with the Corporation's specifications.
- 1.3 If, in the opinion of the Corporation,
- (a) the Owner is not performing, or causing to be performed, the work as required in connection with this Agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the work; or
 - (b) should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the work; or
 - (c) should the Owner be executing the work carelessly or in bad faith; or
 - (d) should the Owner neglect or fail to renew or again perform such work as may be rejected by the Corporation as being or having become defective or unsuitable before Final Acceptance of such work as set out in paragraph 4.11 herein ; or
 - (e) should the Owner fail to carry out any maintenance required under this Agreement; or
 - (f) should the Owner in any manner, in the opinion of the Corporation, default in the performance of any of the terms of this Agreement,

then in any such case, the Corporation shall notify promptly the Owner in writing of such default, failure, delay or neglect, and if such notification be without effect for fifteen (15) clear days after such notice, then in that case the Corporation shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workers as in its opinion shall be required for the proper completion of the Works at the cost and expense of the Owner or its security or both. When in the opinion of the Corporation the case is one of emergency, then the work may be done without notice. The cost of such work shall be calculated by the Corporation, whose decision shall be final and shall include a management fee of thirty (30) percent of the labour and material value, and further, a fee of thirty (30) percent of the value for the administration by the Corporation as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Corporation would not have executed this Agreement. Nothing in this clause shall require the Corporation to carry out any such work or maintenance whatsoever.

ARTICLE 2 SCHEDULES

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

Schedule 'A' Description of Lands to Which this Agreement Applies;
Schedule 'B' Draft Plan of Subdivision;
Schedule 'C' Works to be Provided by the Owner;
Schedule 'D' Estimate of Construction Costs
Schedule 'E' Financial Requirements;
Schedule 'F' Land Dedication and Easements;
Schedule 'G' Conditions of Draft Approval;
Schedule 'H' Stormwater Management Systems and Grade Control Requirements;
Schedule 'I' Specifications;
Schedule 'J' Water Distribution System Specifications;
Schedule 'K' Sanitary System Specifications;
Schedule 'L' Street Lighting and Utility Specifications;
Schedule 'M' Landscaping;
Schedule 'N' Time Schedule and Phasing for the Works;
Schedule 'O' Maintenance of Roads and Other Works;
Schedule 'P' Building Restrictions and Transfer Covenants;
Schedule 'Q' Registered Plan;
Schedule 'R' Lot Grading Plan Specifications;
Schedule 'S' Draft Letter of Credit;
Schedule 'T' Development Charges;
Schedule 'U' Stormwater Management System – Operation & Maintenance Manual; and
Schedule 'V' Approved Drawings and Background Reports

ARTICLE 3 ENGINEERING SERVICES AND APPROVALS

3.1 It is agreed between the Corporation and the Owner that the Owner shall be responsible for the design and supervision of construction of the Works to be provided by the Owner pursuant to this Agreement, but such design and supervision shall be subject to the approval of the Municipal Engineer. The Owner shall employ competent Consulting Engineers who are acceptable to the Municipal Engineer,

- (a) to design the subdivision Works;
- (b) to prepare the necessary specifications for the subdivision Works;
- (c) to obtain the necessary approvals for the subdivision Works in conjunction with the Corporation;
- (d) to supervise the construction of the subdivision Works;
- (e) to maintain all records of construction relating to the subdivision Works;
- (f) to prepare and furnish all plans and drawings of all Works as may be required by the Municipal Engineer. The Owner shall furnish at its own cost all plans, specifications, calculations, contours, or any other information pertaining to the Works which may be required by the Municipal Engineer in order that the Municipal Engineer can review the design and supervision proposals. No contract shall be awarded and no work commenced or continued without the prior written approval of the design and supervision of the work by the Municipal Engineer, for which approval shall not be unreasonably withheld;
- (g) to prepare and furnish certified record drawings at the conclusion of the construction of the Works; and,
- (h) No work shall commence until the subdivision Agreement is signed and securities deposited.

All works shall be designed and constructed in accordance with the "*Municipality of North Grenville Minimum Standards for Design, Construction and Approval of Municipal Infrastructure and Residential, Commercial and Industrial Development*" dated February 5, 2010. It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Municipal Engineer does not relieve the Owner of obligations to construct all services and Works strictly in accordance with standard engineering requirements and Minimum Municipal Standards and specifications.

- 3.2 The Consulting Engineer or his successor shall continue to be retained until the work provided for in this Agreement is completed in accordance with this Agreement.
- 3.3 The report, specifications and drawings provided above shall be approved by the Municipal Engineer prior to the execution of this Agreement.
- 3.4 The Owner shall pay to the Corporation, by cash or certified cheque, an amount necessary to cover the cost of the engineering and administrative services of the Municipality, on or before execution of this Agreement. The amount to be paid shall be three and one half (3 ½) per cent of the Total Estimated Cost of the Works as specified in Schedule 'D' hereof or five thousand dollars (\$5,000.00), whichever is greater.
- 3.5 Prior to the registration of the Plan, the Owner will submit all plans to all applicable telecommunication and utility companies for their approval of the layout to ensure efficient construction of utilities' infrastructure and to establish the lines of the Easements to be granted as hereinafter provided.
- 3.6 It shall also be the Owner's responsibility to make application and obtain approval from all regulatory provincial or federal authorities before the final registration of the Plan of Subdivision.

ARTICLE 4 SUBDIVISION WORKS – GENERAL REQUIREMENTS

4.1 SERVICING

The Owner shall also be responsible for the construction of any servicing upon or under any lands outside of this Plan of Subdivision, if these are required for the proper servicing of the subdivision.

Following final approval of the said Plan by the United Counties of Leeds and Grenville and registration thereof and also following the execution of this Agreement by all of the parties, there shall be constructed and installed by the Owner the Works which are listed with the estimated cost thereof on Schedule 'D', hereinafter sometimes referred to as the Subdivision Works, which shall include the following among others:

- roadways, walkways, stormwater management system, sanitary system, and underground electrical distribution system, street lighting, street signs, sodding, seeding, trees, ditches, drainage and erosion control Works, including all off-site Works.

4.2 SUPERVISION

All of the said subdivision Works and lot grading shall be constructed and installed strictly in accordance with the current regulations and the specifications of the Corporation or where there are no such specifications, then to the satisfaction of the Municipal Engineer and all such work shall be carried out under the supervision of the Consulting Engineer for the Owner who shall file in writing with the Corporation's Engineer an undertaking that he has been retained by the Owner and agrees to design and supervise the Works set out in this Agreement which are the responsibility of the Owner. Such undertaking is to be in the form approved by the Corporation. Any contractor or subcontractor employed by the Owner shall first be approved by the Municipal Engineer in writing prior to the contracts being made and prior to commencement of construction except that approval shall not be unreasonably withheld.

Prior to the commencement of the construction of any of the subdivision Works the Owner shall submit to the Corporation a Schedule setting out the proposed order of construction and installation of the subdivision Works along with estimated dates of completion. The Schedule shall be mutually agreed to by the Owner and the Municipal Engineer before any work on the subdivision Works is to be commenced. Any changes to this Schedule shall be mutually agreed to by the Owner and the Municipal Engineer.

4.3 INSTALLATION AND CONSTRUCTION

No subdivision infrastructure Works shall commence before a "Commencement Letter" has been issued by the Municipal Engineer. Infrastructure Works may commence prior to registration of the subdivision, provided all of the following matters have been addressed to the satisfaction of the Corporation:

- (a) Engineering drawings for the specified infrastructure have received approval from the Municipal Engineer;
- (b) Any required Environment Compliance Approval (ECA) has been issued by the Ministry of Environment, Conservation & Parks (MECP);
- (c) Proof of insurance in accordance with Article 35 hereto has been provided to the satisfaction of the Corporation;
- (d) Financial securities in accordance with Article 25 hereto has been provided to the satisfaction of the Corporation; and,
- (e) A Pre-Servicing Agreement has been executed between the Parties hereto.

If the Owner fails to construct and install the subdivision Works as required by this Agreement or having commenced the work, fails or neglects to proceed with reasonable speed or within such period or periods of time required by this Agreement, the Corporation may, in addition to any other remedy the Corporation may have, exercise the provisions in Paragraph 1.3 hereof.

4.4 EMERGENCY REPAIRS

If at any time before the subdivision Works have been assumed by the Corporation, any of the subdivision Works do not function properly, so that in the opinion of the Municipal Engineer it is necessary to make repairs immediately to prevent damage or hardship to persons or property and there is insufficient time to give notice thereof to the Owner, the Corporation may enter upon the lands and make whatever repairs the Municipal Engineer may deem necessary, and the Owner agrees to reimburse the Corporation for any expenses incurred in making the repairs.

4.5 MAINTENANCE

The Owner shall be responsible for the maintenance of all the subdivision Works including snow ploughing, sanding and salting, sweeping and ditch maintenance after the full width base course asphalt has been placed on the roads, to the satisfaction of the Municipal Engineer. This will continue until Final Acceptance of the subdivision Works as set out in Paragraph 4.11 herein.

4.6 USE OF SUBDIVISION WORKS

The subdivision Works may be used by the Corporation, or any person authorized by the Corporation, for the purposes for which they were designed, but such use shall not be deemed to be an acceptance by the Corporation of the subdivision Works nor shall it in any way relieve the Owner from any of its obligations with respect to the construction, installation or maintenance of them.

4.7 EXISTING SUBDIVISION WORKS

Prior to Final Acceptance of the subdivision Works, the Owner agrees to pay to the Corporation within thirty (30) days of the account therefore being rendered, any reasonable costs incurred by the Corporation in repairing damage done to any existing subdivision work caused by any work done by the Owner in the development of the land other than cost unreasonably or negligently incurred by the Corporation.

Prior to Final Acceptance of the subdivision Works, the Owner agrees to pay to the Corporation, within thirty (30) days of the account therefore being rendered, any reasonable costs incurred in relocating any existing subdivision Work for connection to the subdivision Works within the Plan of Subdivision where such relocation is made necessary by reason of any work done by the Owner in the development of the lands as agreed to in writing by

the parties hereto.

4.8 INSPECTION OF SUBDIVISION WORKS

The Municipal Engineer, or any person authorized by him, may enter upon the lands to inspect the work being done on the subdivision Works, and he shall have the right to stop any such work by the issuance of a stop-work order in person or by prepaid registered mail to the Owner or his agent if, in his opinion, the work does not conform to the requirements of this Agreement. In such event, the Owner shall stop work immediately, and shall not commence said work until there is a written withdrawal of the stop-work order. Neither the Owner nor anyone acting on his behalf shall do anything further to construct the Works, except such works as necessary to rectify the complaint.

The Owner agrees to insert in each contract entered into by it for the construction or installation of any of the subdivision Works a clause similar to and having the same effect as Paragraph 4.8 hereof.

4.9 COMPLETION OF SUBDIVISION WORKS

The Owner shall commence construction and installation of the subdivision Works within twelve (12) months of the date of registration of this Agreement and shall complete construction and installation of said Works except for finish course asphalt paving within thirty six (36) months thereafter. The final lift of asphalt shall be completed within twelve (12) months of 50% of the dwellings being built. In any case, the final course asphalt shall not be placed sooner than twelve (12) months after placement of the base course of asphalt. Thereafter, intervals for construction are to be pro-rated. Failing compliance with these time frames, the Corporation may exercise the provisions contained in Article 1.3 herein. With respect to the balance of lots on the Plan of Subdivision, the provisions of this Agreement, financial and otherwise, shall apply.

4.10 PRELIMINARY APPROVAL

- (a) When any of the subdivision Works, including base course asphalt, have been completed to such degree that Preliminary Approval could reasonably be given, then the Owner may request in writing that the Corporation give such Preliminary Approval and if the Works have been completed in accordance with the specifications and standards stipulated by this Agreement, and have been certified to the Corporation by the Owner's Consulting Engineer, then the Corporation shall give such Preliminary Approval by written notice to the owner, and the Corporation shall thereupon release its financial security with respect to such work in accordance with Article 25 herein.
- (b) The granting of Preliminary Approval and release of the associated financial securities shall be based upon the Owner providing the following:
 - (i) Cost estimate summary sheet showing the percentage of completed Works and associated securities reduction;
 - (ii) Record engineering drawings of the subdivision Works, for which Preliminary Approval is being requested, which shall be certified and stamped by the Owner's Consulting Engineer, and shall be provided to the Corporation in the following formats:
 - two (2) full sized hard copies;
 - one (1) AutoCAD version (Geographic Datum NAD 83, UTM 18N); and,
 - one (1) digital pdf version
 - (iii) Any deficiencies must be repaired and re-inspected to the satisfaction of the Municipal Engineer; and
 - (iv) Engineering certification that all street name and traffic signs have been installed in accordance with Municipal standards
- (c) Preliminary Approval for final course asphalt shall be given in a similar manner and again the Corporation will release its financial security with respect to such Works in accordance with Article 25, and upon receipt of the above noted

documentation for that phase of the Works.

4.11 FINAL ACCEPTANCE

When final course asphalt has been installed, the Owner shall at its expense correct any and all deficiencies and malfunctions and generally Maintain and keep in a good state of repair each part of the Works for a period of twelve (12) months from the date of Preliminary Approval hereof as set out in Article 4.10 hereof. Upon expiry of the said twelve (12) month period, the Corporation shall promptly determine whether the said part is in a proper state of maintenance with all deficiencies and malfunctions corrected and, if so satisfied, in accordance with the standards herein stipulated, will promptly accept the same and will forthwith give written notice of such Final Acceptance to the Owner, and the Corporation shall thereupon release its financial security with respect to such work in accordance with Article 25 herein.

The Corporation shall issue Final Acceptance for all or any portion of the subdivision Works once the following conditions have been met:

- (a) the satisfactory completion of the subdivision Works including the finish course asphalt;
- (b) upon payment of all financial requirements;
- (c) upon the Owner's Consulting Engineer providing written certification to the Corporation that the subdivision Works have been constructed in accordance with the approved plans and specifications;
- (d) upon the Owner's Consulting Engineer providing written certification to the Corporation that all grades and levels within the road allowances and drainage swales have been established to the satisfaction of the Municipal Engineer;
- (e) Prior to the Final Acceptance of the subdivision the Owner shall deliver to the Corporation:
 - (i) Final record engineering drawings, which also consolidates all of the information from the record drawings submitted at Preliminary Approval stage. The final drawings shall be certified and stamped by the Owner's Consulting Engineer. Copies of the record drawings shall be provided to the Corporation in the following formats:
 - two (2) full sized hard copies;
 - one (1) AutoCAD version (Geographic Datum NAD 83, UTM 18N); and
 - one (1) digital pdf version;
 - (ii) Statutory Declaration from the Owner that all accounts for work and materials, taxes, levies, fees and all other costs directly related to the provision of subdivision Works have been paid, except statutory holdbacks, and that there are no claims for liens or otherwise for work done or material supplied for or on behalf of the Owner;
 - (iii) Written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act* of Ontario, that a copy of a Certificate of Substantial Performance of the Work has been published in accordance with the requirements of that Act;
 - (iv) Statement by an Ontario Land Surveyor that, after the completion of the subdivision Works, he has found all standard iron bars as shown on the registered Plan and survey monuments at all lot corners, the ends of all curves, other than corner roundings, and all points of change in direction of streets on the registered Plan;
 - (v) A digital summary of the specifications of all servicing assets associated with this development, in an Excel format (template to be provided by the Corporation), as required by the Corporations Asset Management database, to the satisfaction of the Corporation.

4.12 OWNERSHIP

After Final Acceptance of the Subdivision, the Corporation shall enact By-Laws assuming the roads within the Plan of Subdivision into the public road system and releasing the Owner's financial security with respect to same in accordance with Article 25 herein.

4.13 INSURANCE

Before the execution of this Agreement, the Owner shall provide and keep in force during the construction of the Subdivision, a comprehensive policy of public liability and property damage insurance acceptable to the Corporation and including the Corporation as a named insured, which will provide insurance coverage in respect of any one occurrence to the limit of at least five million dollars (\$5,000,000.00) exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons or damage to any property of the Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of his servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include completed operations coverage liability, blanket written contractual liability, cross liability, contingent employer's liability, personal injury liability, liability with respect to non-owned licensed vehicles and have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. The Owner shall forward to the Corporation, prior to the signing of this Agreement by the Corporation, a Certificate of Liability Insurance in a form satisfactory to the Corporation. Coverage under the policy shall extend from the time of commencement of the work until ownership of the subdivision Works has been vested in the Corporation. In the event that the policy is renewed, a copy of the new Certificate of Insurance shall be provided, indicating the new expiry date.

4.14 BLASTING

Blasting activities have not been approved within this development.

ARTICLE 5 BUILDING PERMITS

5.1 It is agreed between the Corporation and the Owner that the Corporation shall not be required to issue any building permit for any building or structure to be constructed or erected on the lands, save and except in accordance with Schedule 'N', until the following prerequisites have been satisfied:

- (a) Drainage and grading has been certified and received Preliminary Approval by the Municipal Engineer in accordance with the approved plan and specifications;
- (b) Reserved;
- (c) Reserved;
- (d) The base course of asphalt has been installed and received Preliminary Approval by the Municipal Engineer in accordance with the approved plans and specifications;
- (e) Notwithstanding the provisions of Article 5.1 above, the Corporation may issue conditional building permits prior to the installation of the base course of asphalt and Preliminary Approval provided:
 - (i) the road is in a condition that ensures emergency vehicle access;
 - (ii) all Ontario Building Code issues are addressed;
 - (iii) the financial requirements contained in Article 25 of the subdivision Agreement have been satisfied by the Owner;
 - (iv) the land conveyance to the Corporation as identified in the subdivision Agreement has been completed in accordance with this Agreement; and,
 - (v) The Owner has installed all temporary road name signs, stop signs and civic address (911) signs.
- (f) Notwithstanding the foregoing, conditional building permits may be issued for the construction of any building or structure prior to Preliminary Approval being granted for the subdivision Works, at the sole discretion of the Corporation.

5.2 The Owner agrees that until assumption by the Corporation, it will Maintain and sweep all roads within this Plan of Subdivision which have received asphalt and all adjacent asphalt streets which have been dirtied as a result of operations within the subdivision and keep

them clean of dust, refuse and litter of all types which in the opinion of the Municipal Engineer are the result of the Works. The Owner agrees to refrain from the operations of any cleated track vehicles on paved roads, to the satisfaction of the Municipal Engineer or his/her delegate.

- 5.3 It is agreed that the approval of the Draft Plan of Subdivision shall not be deemed to give assurance that building permits will be issued on any of the lots.
- 5.4 The Owner agrees that the development of land shall be in accordance with the approved Grading Plan and the Owner agrees to require compliance with this provision in its contractual arrangements with any builder engaged by the Owner or with any subsequent purchaser of any lot in this Plan of Subdivision.
- 5.5 The Owner agrees that only new buildings are permitted to be constructed within the Plan of Subdivision and that older existing dwellings are not permitted to be moved onto any lot within the Subdivision.

ARTICLE 6 PREREQUISITES TO OCCUPANCY

- 6.1 The Owner agrees that no building on the said lands shall be occupied until the fire protection requirements of the Corporation have been complied with, and the Corporation shall not be obliged to issue an Occupancy Permit until the road in the front of the building has been paved with the base course of asphalt.
- 6.2 The Owner agrees that the Corporation shall not issue an Occupancy Permit until Articles 5.1 (a), (b), (c) or (d) have been certified as completed by the Municipal Engineer in accordance with the approved plans and specifications.

ARTICLE 7 GENERAL CONSTRUCTION REQUIREMENTS

- 7.1 During the construction and installation of the subdivision Works and the construction of any building or structures on any part of the lands, and the installation of any utility, the Owner shall observe, or cause to be observed the following provisions, and shall deliver a copy of this part of the Agreement to every contractor who may perform any of the foregoing work:
- (a) All construction garbage shall be collected and disposed of in an orderly manner at the licenced waste disposal site. Under no circumstances shall garbage or rubbish of any kind be disposed of by burning;
 - (b) The Owner will neither dump nor permit to be dumped any fill or debris on the lands, nor remove or permit to be removed any fill from the Corporation's Lands, other than that which is actually required to be removed for the construction of roads and drainage Works in the subdivision, without the written consent of the Municipal Engineer;
 - (c) All topsoil removed from the lands shall be stockpiled during grading operations and shall not be removed from the vicinity of the lands herein without approval of the Municipal Engineer;
 - (d) No blasting shall be carried on without the written consent of the Municipal Engineer having first been obtained;
 - (e) The Owner shall keep the lands free and clear of all noxious weeds or weed seeds to the satisfaction of the Municipal Engineer or local Weed Inspector. The Owner agrees that if it is ordered by either the Municipal Engineer or local Weed Inspector it will immediately take steps to cut or spray any noxious weeds or weed seeds;
 - (f) Article 17 hereof regarding preservation and planting of trees shall be complied with;
 - (g) The construction of all buildings to be erected on the lands shall conform to the applicable Municipal Bylaws and Government of Ontario regulations; and,
 - (h) At any time, the Municipal Engineer may make qualitative or quantitative tests of any materials which have been or are proposed to be used in the construction of the subdivision Works to determine compliance with the specifications of Schedules

‘C’ and ‘I’ hereof, and the cost of such tests shall be paid by the Owner within thirty days of the account being rendered by the Corporation.

ARTICLE 8 ROADS AND CULVERTS

- 8.1 Roads and culverts shall be designed, constructed and installed in accordance with the specifications set out in Schedule ‘I’ and Schedule ‘V’.
- 8.2 Until the base course of asphalt is applied, the Owner shall Maintain the road base in a condition suitable for vehicular traffic in the opinion of the Municipal Engineer, and free from dust at all times; and shall repair any such roadway within twelve (12) hours of receiving written notice to do so from either the Corporation or the Municipal Engineer.
- 8.3 The Owner agrees that if, in the opinion of the Municipal Engineer, the roads are in a dangerous state, the Municipal Engineer may take such steps as are considered necessary to deal with the emergency and to notify the Owner; and the Owner agrees to pay the reasonable costs thereof within thirty (30) days.
- 8.4 The Owner agrees to keep the boulevards clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas or other applicable utilities.
- 8.5 The base course of asphalt shall not be laid until the gravel and stone base has been inspected and approved by the Consulting Engineer, but thereafter shall be laid forthwith upon the Municipal Engineer giving written notice to the Owner. The Owner shall Maintain access to the satisfaction of the Fire Chief to all building sites at all times for fire department equipment.

ARTICLE 9 STORMWATER MANAGEMENT SYSTEMS

- 9.1 The Owner agrees to construct stormwater management systems to service all the lands on this Plan of Subdivision in accordance with this Agreement and the specifications set out in Schedule ‘H’ hereto attached and Maintenance of same shall include clearing of any blockage until Final Acceptance of these Works by the Corporation.
- 9.2 The Owner shall Maintain the stormwater management system in accordance with the provisions of Schedule ‘U’ attached hereto and forming part of this Agreement, until such time as the Corporation has granted Final Acceptance to the facility and taken over its operation.

ARTICLE 10 WATER DISTRIBUTION SYSTEM

- 10.1 The Owner shall install a water distribution system in accordance with the specifications set out in Schedule ‘J’ hereto attached.
- 10.2 The Owner shall comply with any special conditions set out in Schedule ‘J’ and shall include in all contracts of sale and transfer of any lot within the subdivision such provisions relating to the water distribution system as are required therein.

ARTICLE 11 SANITARY SYSTEM

- 11.1 The Owner shall install a sanitary collection system in accordance with the specifications set out in Schedule ‘K’ hereto annexed.
- 11.2 The Owner shall comply with any special conditions set out in Schedule ‘K’ and shall include in all contracts of sale and transfer of any lot within the subdivision such provisions relating to the sanitary system as are required therein.

ARTICLE 12 DRAINAGE WORKS

- 12.1 The Owner agrees to cause to be conveyed to the Corporation free of charge and free of encumbrances, any easements described on Schedule 'F' hereto for surface drainage water or natural water courses running through or across the lands in the Plan of Subdivision.
- 12.2 Where water must be drained through or under other lands, then it shall be done by means approved by the Municipal Engineer. The design shall be based on the run-off to be expected from the Plan of Subdivision when completely built up with the buildings, pavements and parking areas.
- 12.3 The Owner shall execute a drainage easement agreement in satisfaction of the provisions of the final stormwater management report and plan referred to in Schedule 'H'.
- 12.4 The Owner agrees to obtain at its expense in a form approved by the Municipal solicitor any necessary rights in land for the drainage through the lands other than its own, to the point where legal and sufficient outlet can be demonstrated. The Corporation shall be indemnified and saved harmless by the Owner from all claims or actions of any nature or kind whatsoever arising from the use of the lands until the subdivision Works become vested in the Corporation.
- 12.5 Prior to execution of this Agreement by the Corporation, the final stormwater management report and plan referred to in Schedule 'H' shall have been approved and accepted in principle by the Municipal Engineer. The report sets out generally all matters which may require consideration with respect to drainage in the overall drainage area of which the Subdivision forms part.
- 12.6 The Owner agrees to implement the approved stormwater management system and undertake the erosion and sediment control plan referenced in Schedule 'H', during all phases of site preparation and construction in accordance with the "*Guidelines on Erosion and Sediment Control for Urban Construction Sites*" (Government of Ontario, May, 1987). The Owner shall provide certification to the Rideau Valley Conservation Authority (RVCA) and the Corporation through their Consulting Engineer that the Erosion and Sediment Control Plan has been implemented to the satisfaction of the RVCA and the Corporation.

ARTICLE 13 STREET LIGHTING AND ELECTRICAL DISTRIBUTION SYSTEM

The Owner shall enter into an Agreement with Hydro One for the installation of an underground electrical distribution system to service the lots/buildings on the Plan of Subdivision. Street lights shall be supplied and installed in accordance with Schedule 'L'.

ARTICLE 14 CIVIC ADDRESS NUMBERS

All Civic Address (911) numbers for use within the Plan of Subdivision shall be allocated by the Corporation. The Owner shall furnish the Corporation with a reduced copy of the Plan of Subdivision as approved, upon which the Corporation will designate the proper number or numbers for each dwelling. It shall be the responsibility of the Owner to inform the subsequent purchaser of each lot of the correct civic address number.

ARTICLE 15 STREET NAME SIGNS AND TRAFFIC SIGNS

The Owner agrees to supply and install all permanent street name and traffic signs in accordance with Schedules 'C' and 'I'. The Owner agrees that all street name and traffic signs shall be installed in accordance with the current Minimum Municipal Standards, prior to the issuance of any building permits. Certification of the installation of the signs by the Owner's Consulting Engineer will be a prerequisite to the Corporation granting Preliminary Approval and the release of any associated financial securities.

ARTICLE 16 SODDING AND SEEDING

The Owner agrees to sod or hydra-seed the area between the curb (or the edge of the shoulder of the road) and the lot line. The Owner further agrees to obtain from the builder a covenant whereby, forthwith upon completion of construction of each building, the builder agrees to sod or hydra-seed the area between the curb (or the edge of the shoulder of the road) and the lot line those areas that have been disturbed, excepting paved and planted areas and areas covered by concrete, and whereby the builder agrees to seed all open areas on the side, rear and front of each lot with a good quality seed. Sod and other erosion protection measures will be done where necessary in rear and side yard swales for drainage purposes.

ARTICLE 17 LANDSCAPING

- 17.1 The Owner will endeavour in good faith and in accordance with good landscape architectural standards, to preserve mature and healthy trees wherever they may be found on the subject lands, but this shall not be construed to oblige the Owner to retain or preserve any tree the removal of which is reasonably necessary for the performance of the Works herein stipulated for, or the retention or preservation of which would be unreasonably costly or would unreasonably prevent or impede the construction of buildings, structures, or other improvements incidental to the development of the subject lands for subdivision purposes. In general, no trees over six (6") inch diameter are to be removed except for those required to be cut to remove dead or diseased trees constituting a danger to the occupants of the lands or abutting lands, and except those within twenty five (25') feet of the dwelling unit on the said lands, those within fifteen (15') feet around the septic bed on the said lands and those on any lawn in front of the dwelling unit. The Owner further agrees to save from destruction during construction, where possible, all trees and shrubs existing on the lots. The owner further agrees that these conditions shall be imposed on all subsequent owners of the lands through covenants registered on title.
- 17.2 The Owner agrees to install and Maintain the landscaping in accordance with Schedule 'M' and acceptance of such plantings shall be in accordance with Schedule 'M'.

ARTICLE 18 GRADES AND CONTOURS

- 18.1 The Owner shall install a "*permanent grade control monument*" at a location approved by the Corporation, and in accordance with the current Municipal Standards. The geodetic elevation of the top of the "*permanent grade control monument*" shall be established by an Ontario Land Surveyor.
- 18.2 Prior to the execution of the Agreement by the Corporation, the Owner will submit final plans and profiles to the Corporation showing existing and proposed elevations, referring to the "*permanent grade control monument*" for all the lands within the Plan. These plans shall be approved by the Municipal Engineer prior to the registration of the Plan of Subdivision.
- 18.2 Proposed grades of all roads on the land shall be shown in the final plans.
- 18.3 Any lands designated for drainage Works shall be indicated on the final plans and profiles.
- 18.4 When reasonably deemed necessary by the Chief Building Official, the builder shall have soil tests carried out by an independent testing laboratory, to investigate and report on the stability of the soil and its ability to sustain superimposed loads from building and filling operations. The builder shall supply certified copies of the results to the Chief Building Official prior to issuance of building permits and if the Chief Building Official deems the land unsuitable, no building permit or permits whatsoever will be issued.

ARTICLE 19 GRADING AND SPOT LEVELS

- 19.1 Prior to execution of the Agreement by the Corporation, the Owner will submit a Grading

Control Plan prepared by the Owner's Consulting Engineer showing the grading proposed to provide for the proper drainage of the lands in the plan and adjacent lands which drain through the subdivision. All elevations on the Plan shall be referenced back to the "*permanent grade control monument*".

- 19.2 The Grading Control Plan will show spot elevations at the four corners of each lot or block on the Plan, indicating the actual elevation of the natural ground at that point. This figure shall be shown in a distinctive colour or special symbol notation. The elevation shall be determined by means of a survey party in the field and shall not be calculated by interpolating between the contour lines.
- 19.3 The Grading Control Plan will also show proposed spot elevations at the same locations to show the level to which the ground is to be altered. This proposed grade shall be shown so as to contrast with the existing elevation.
- 19.4 The Owner shall provide record drawings of grade control plans for each building prior to an Occupancy Permit being issued. If any drainage problem occurs as a result of work done improperly by the Owner, the Owner agrees to correct it at his own expense.
- 19.5 The Owner agrees that it will be a provision of any Agreement of Purchase and Sale as entered into by the Owner with any purchaser for any part of the subject lands that the purchaser acknowledges that the Corporation may enter and regrade the subject lands to correct any improper grading done by the Owner or purchaser and that the Corporation's cost in this regard will be borne by the purchaser and that the purchaser will not regrade any lands within the Plan of Subdivision without first obtaining the approval of the Municipal Engineer.
- 19.6 The Owner agrees to make any conveyance to any purchaser of any lot or block on the Plan of Subdivision subject to the right of the Corporation to enter upon the lands for the purpose set out in Article 19.5 herein.
- 19.7 The Grading Control Plan may be amended from time to time by the Owner with the written approval of the Municipal Engineer.
- 19.8 The Owner agrees not to interfere in any way with any existing drain or water course, without written permission of the Municipal Engineer, which shall be deemed to be given on approval of the plans of the Works by the Municipal Engineer. The Owner agrees that the granting of such permission shall not relieve the Owner of responsibility for any damage caused by such interference and will indemnify the Corporation against any claims against the Corporation relating to such damage, provided that the Corporation will give the Owner at its costs, opportunity to defend any such claim.

ARTICLE 20 CLEARANCE OF BUILDING SITES

- 20.1 No application for a building permit shall be made for the construction or erection of any structure on any lot marked on the Plan of Subdivision as unsuitable for building purposes because of its low lying, marshy or unstable character until its use is approved by the Municipal Engineer and all the municipal and provincial authorities having jurisdiction.
- 20.2 All structures to be constructed or erected on the said lands shall have building levels that will conform to the grades and elevations indicated on the Grading Control Plan.

ARTICLE 21 LANDS FOR MUNICIPAL PURPOSES

- 21.1 The Owner agrees to convey to the Corporation, free of charge and free of all encumbrances, the lands set forth in Schedule 'F' hereto for municipal purposes at the time of the registration of the Plan of Subdivision.
- 21.2 The Owner agrees to convey to the Corporation, free of charge and free of all encumbrances, the reserves set out in Schedule 'F'.

- 21.3 The Owner agrees to convey to the Corporation free of charge and free of all encumbrances, the easements set out in Schedule 'F'.
- 21.4 The Owner shall not convey any lands in the Plan of Subdivision in which the Corporation has an interest until the Corporation has registered its interest on title.
- 21.5 The Owner agrees that, the lands conveyed or to be conveyed to the Corporation for municipal purposes shall not be used for the depositing thereon of debris material, including snow, from the development of the lands of the Owner.
- 21.6 The Owner agrees that any land to be conveyed to the Corporation for municipal purposes, including buffer strips, walkways, service and utility easements and watercourse areas shall be graded or otherwise landscaped in accordance with the requirements of Schedule 'C'.
- 21.7 The Owner shall dedicate land for park purposes pursuant to Section 51.1 (1) of the *Planning Act*. Alternatively, the Corporation may, in lieu of such conveyance, require the payment of money by the Owner of the land pursuant to Section 51.1(3) of the *Planning Act*, in accordance with Schedule 'E' hereto.

ARTICLE 22 UTILITY EASEMENTS

The Owner agrees to convey to the appropriate authorities free of charge and free of encumbrances, any lands and easements, for underground and above-ground services which will be required by any applicable utility body which will be installing wires, cables or services in the subdivision. The conveyances shall be in a form approved by the appropriate authorities. The Corporation will require evidence that satisfactory arrangements for the conveyances have been made with the appropriate authorities by the Owner prior to the execution of this Agreement by the Corporation.

ARTICLE 23 PAYMENT OF ARREARS OF TAXES

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before the execution of this Agreement by the Corporation. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Roll according to the Plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the Plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the Corporation receives grants in lieu of taxes which would otherwise be payable.

ARTICLE 24 COMMUTATION OF LOCAL IMPROVEMENTS

Prior to the execution of this Agreement by the Corporation, the Owner agrees to commute and pay all charges with respect to the existing local improvements assessed against the lands which will become non-assessable when the draft Plan is approved.

ARTICLE 25 FINANCIAL REQUIREMENTS

- 25.1 Prior to the execution of this Agreement by the Corporation, the Owner shall deposit with the Corporation a sufficient sum in cash, or by irrevocable Letters of Credit issued by a Schedule One Canadian Chartered Bank, in a form approved by the Corporation, to meet all the financial requirements of the Owner pursuant to this Agreement. The amount of such deposits shall be calculated as set out in Schedule 'E' with the exception that if the construction of Works and the development of the subdivision is to be by phases the Owner shall deposit with the Corporation the Letters of Credit and cash deposits as set out in Schedule 'E' for the First Phase and before commencing the construction of Works in subsequent phases, the Owner shall deposit with the Corporation the Letters of Credit and cash deposits as set out in Schedule 'E' for the particular phase in which the Owner wishes to commence the construction of Works, provided that if the Owner satisfies the provisions

of this clause by depositing irrevocable Letters of Credit with the Corporation and such Letters of Credit contain an expiry or termination date, the following provisions shall also apply:

- (a) Until the Final Acceptance of the work by the Corporation, the Owner shall deposit with the Corporation, at least thirty (30) days prior to the expiry or termination date set out in the Letters of Credit, new irrevocable Letters of Credit in a form approved by the Corporation. The new Letters of Credit shall be in an amount to be determined by the Corporation in accordance with the following:
 - (i) An amount not less than the then existing Letters of Credit;
 - (ii) An amount exceeding the then existing Letters of Credit by that necessary to reflect any increase in costs which may be involved in the construction of such Works for which the Letters of Credit are required as determined by the Corporation in its sole discretion; or
 - (iii) A lesser amount than the then existing Letters of Credit as the Corporation in its absolute discretion may approve.
 - (b) If such new Letters of Credit contain an expiry or termination date, then until the Final Acceptance of the work by the Corporation, the Owner shall continue to redeposit new irrevocable Letters of Credit in the same manner as provided in Sub-Clause (a) hereof until the Final Acceptance of the work by the Corporation.
 - (c) If the Owner fails to deposit new Letters of Credit as required under Sub-clauses (a) and (b) hereof, within thirty (30) prior to the expiration date of the Letter of Credit, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Corporation, without notice to the Owner, shall call upon the whole or any part of the existing Letters of Credit notwithstanding anything herein otherwise contained. Any amount received by the Corporation shall be held by the Corporation in the same manner as if it had originally been cash deposited under the provisions of this clause.
 - (d) The amount of the existing Letter of Credit shall be revised at any time, if necessary, as determined by the Corporation.
- 25.2 Work on the subsequent phase or phases shall not proceed until a letter authorizing commencement of the work has been issued to the Owner by the Corporation, such letter to be issued following acceptance by the Corporation of the required securities and cash payments.
- 25.3 After having first notified the Owner, the Corporation may at any time authorize the use of the whole or part of the amount of the deposit referred to in clause 25.1 hereof to pay the cost of any work that the Corporation deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. The fact that the estimated cost of each of the Works to be provided by the Owner herein, as set out in Schedule 'D', is used to calculate the total cost of the Works upon which the deposit is based, shall not be construed as limiting the use of the deposit on a proportional basis in the event of default by the Owner but rather that the whole or such part of the deposit as may be deemed necessary by the Corporation to rectify the default may be used. It is understood and agreed that the deposits, or so much thereof as the Corporation deems necessary, shall be held by the Corporation until Final Acceptance of the Works, except where any part is used pursuant to this clause, provided that where a deposit is made pursuant to Article 25.1 hereof, the Corporation may authorize the reduction of such deposit from time to time as Works are completed, it being understood that ten (10) percent of such deposit is designed to cover maintenance and warranty commitments.
- 25.4 If the Corporation does carry out any such work or service or maintenance or rectify any defect referred to in this clause and if the Corporation is holding a deposit which can be realized, the Corporation shall apply any funds which can be realized, against the cost of such work, service, maintenance or rectification of default, but the Owner shall remain

liable to pay and shall pay to the Corporation the whole cost of such work, service, maintenance or rectification by default, calculated in the manner provided by Article 1.3, provided that when the deposit has been realized and the funds from the deposit received by the Corporation, the Corporation shall credit such funds so received against the cost of such work, service, maintenance or rectification of default in such manner as the Corporation shall decide.

- 25.5 It is understood that, upon Preliminary Approval by the Corporation of the entirety of the required individual Works within a development stage as listed below or otherwise identified, a release of a portion of the financial requirements applicable to such stage and associated Works may be given by the Corporation.
- (a) Stage 1: Surface drainage ditches and all underground infrastructure, including, but not limited to:
- sanitary mains, man-holes and lateral stubs;
 - water mains and stubs;
 - all fire hydrants are installed and operational;
 - storm drainage mains, catch-basins and stubs; and,
 - installation of all utilities and duct banks.
- (b) Stage 2: Roads, including, but not limited to:
- all clearing and grubbing;
 - sub-grade preparation;
 - installation of all cross-culverts;
 - completion of compacted final lift of Granular 'B';
 - completion of compacted final lift of Granular 'A';
 - completion of first lift of asphalt to within 100 mm of finished road elevation;
 - completion of rough grading of all shoulders and road-side ditches; and,
 - installation of all traffic and road name signs.
- (c) Stage 3: Streetscaping, including, but not limited to:
- curbs;
 - sidewalks; and,
 - streetlights.
- 25.6 On Final Acceptance of the said work by the Corporation, the Owner shall be entitled to have released to it by the Corporation all deposits then held by the Corporation under this Agreement. The deposit shall not be released, either in whole or in part, until the Corporation has been provided with satisfactory evidence that any and all potential claims for construction liens have expired. The deposits may be released, in whole or in part, where the Corporation has been provided with satisfactory evidence that the deposits remaining are sufficient to pay any and all potential lien claims on the premises.
- 25.7 The Owner agrees that the Corporation may enforce, as the Owner's attorney, any Performance Bond given by any contractor to the Owner under any agreement with such contractor for the construction of the Works, provided that this shall not constitute an assignment of such Performance Bond. Where the Corporation deems that there has been default by such contractor, the Corporation shall so notify the Owner and the Owner shall proceed to enforce its bond within seven (7) days or within such further time as the Corporation may allow, failing which the Corporation may proceed to enforce such bond as the Owner's attorney at the Owner's expense.
- 25.8 The Owner covenants to comply with all other financial requirements provided herein and as set out in Schedule 'E'.

ARTICLE 26 NOTICE TO MUNICIPALITY AND OWNER

If any notice or any other communication is required to be given by the Corporation to the Owner with respect to this Agreement it shall be mailed by prepaid registered post or delivered to:

Forbes Building Material Limited
736 Boundary Road
R.R. # 2
Mountain, ON K0E 1S0

or such other address as the Owner has given to the Corporation in writing and any such notice mailed or delivered shall be deemed good and sufficient notice ten (10) days after the mailing thereof under the terms of this Agreement.

If from the Owner to the Corporation with respect to this Agreement it shall be mailed by prepaid registered post or delivered to:

Corporation of North Grenville
Attention: Cahl Pominville, Clerk
285 County Road No. 44
P.O. Box 130
Kemptville, ON K0G 1J0

ARTICLE 27 REGISTRATION OF AGREEMENT

The Owner agrees that this Agreement and the Schedules or any part or parts thereof shall be registered upon the title to the lands and the Owner will bear the costs of such registration.

ARTICLE 28 PREREQUISITES TO BE SATISFIED TO BE SATISFIED BY THE OWNER

28.1 Subject to any other requirements contained in this Agreement, before construction or installation of any of the subdivision Works is to be commenced the Owner shall:

- (a) Obtain approval of the Plan of Subdivision by the United Counties of Leeds and Grenville and register the Plan;
- (b) Obtain approvals required by any authority other than the Corporation, in connection with any other subdivision Works, and deposit them with the Corporation;
- (c) Obtain the approval of the Municipal Engineer for all engineering drawings in connection with the subdivision Works; and,
- (d) Obtain the approval of the Municipal Engineer for the Grading Control Plan.

ARTICLE 29 CONDITIONS OF DRAFT APPROVAL AND COVENANTS ARISING THEREFROM

The Approval Authority's conditions of draft Plan approval of the subdivision are hereto annexed as Schedule 'G'. The Owner shall perform all of the conditions so imposed by the Approval Authority. Certain specific covenants relating to such performance may be set out below but shall not limit the generality of the foregoing.

ARTICLE 30 DECLARATION OF AGREEMENT VOID

- 30.1 If the Plan of Subdivision is not registered within twelve (12) months from the date of execution of this Agreement the Corporation may, at its option upon thirty (30) days notice to the Owner, declare this Agreement to be null and void, unless in the meantime the Owner or the Corporation has registered the Plan.
- 30.2 The Owner agrees that the costs, charges and expenses for which the Owner is responsible shall form a charge and lien upon the lands until such time as they are paid notwithstanding the declaration by the Corporation that this Agreement is at an end pursuant to Article 30.1 above.

ARTICLE 31 CORPORATION AS AGENT OF OWNER

Any work done by the Corporation for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any work or services by the Corporation.

ARTICLE 32 ENFORCEABILITY OF AGREEMENT

- 32.1 The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Corporation to enter into this Agreement and to enforce each and every term covenant and condition therein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding, but this clause shall not apply in the event of a dispute between the Owner and the Corporation regarding an interpretation of the meaning of any provisions herein.
- 32.2 All differences or disputes which arise between the Parties hereto whether during or after the termination of this Agreement and whether in relation to the interpretation of this Agreement or to any act or omission of any party hereto shall be referred to a single arbitrator to be agreed upon by the Parties hereto and in default of Agreement to a single arbitrator appointed by the Court under the provisions of the *Arbitration Act* (Ontario). The award or determination which shall be made by such arbitrator shall be final and binding upon the Parties hereto, their heirs, executors, administrators, successors, assigns and committees as the case may be and there shall be no appeal from such award or determination.

ARTICLE 33 AGREEMENT NOT ASSIGNABLE

The Owner shall not assign this Agreement without the written consent of the Corporation, which shall not be unreasonably withheld.

ARTICLE 34 OBLIGATIONS IN SCHEDULES

In addition to any other covenants and obligations of the Owner and the Corporation each to the other, the Parties hereto agree to carry out and perform the additional covenants and obligations and to fulfill the conditions as the same may be more particularly set forth in any Schedule hereto annexed.

ARTICLE 35 INDEMNITY

The Owner will indemnify the Corporation and each of its officers, servants, and agents for all loss, damages, costs, expenses, claims, demands, actions, suits or proceedings of every nature and kind arising from or in consequence of the execution of any of the Works hereinbefore mentioned or of the supply or non-supply or material therefore, whether such loss, damage, costs, expenses, claims, demands, actions, suits or other proceeding are occasioned to or made or brought against the Owner or its contractors, officers, servants or agents or the Corporation, its officers, servants or agents.

ARTICLE 36 AGREEMENTS OF PURCHASE AND SALE OF LOTS

The Owner covenants and agrees that any and all Agreements of Purchase and Sale of one or more of the lots on the Plan of Subdivision shall contain the clauses outlined in Schedule 'P'.

ARTICLE 37 CAPITAL DEVELOPMENT CHARGES

The Owner, nor any subsequent purchaser, shall not apply nor shall anyone claiming title from or under its authority apply for any building permits for any building to be erected on any lot in the

subdivision nor shall the Corporation be bound to issue any such permit until the Owner has paid to the Corporation the Capital Development Charges with respect to such lot at the then, current rate as provided in Schedule 'T' to this Agreement. This may include special area levies established for the funding of infrastructure improvements pursuant to the *Development Charges Act* and/or By-laws made pursuant to the *Municipal Act*.

ARTICLE 38 DEFAULT BY OWNER

The Owner covenants and agrees for himself, his heirs, executors, administrators, successors and assigns that in the event of default by the Owner of any of the terms and conditions of this Agreement which results in the expenditure of public funds by the Corporation such expenditures may be recovered by the Corporation in like manner as Municipal Taxes pursuant to the provisions of Section 446 of the *Municipal Act, 2001*, as amended, and the Corporation may divide among and apportion such expenditures over all or any of the lots and lots described in Schedule 'A' in such rateable fashion as the Corporation in its sole discretion may deem advisable or may apply the total amount of such expenditures to all such lots and blocks. Nothing herein shall be deemed to require the Corporation to expend any public funds whatsoever.

ARTICLE 39 BENEFIT AND BURDEN OF AGREEMENT

This Agreement and everything contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and all covenants and agreements contained herein assumed by or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used, and where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Owners hereto set their hands and seals.

AND IN WITNESS WHEREOF the Corporation has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED)

**FORBES BUILDING MATERIAL
LIMITED**

I / We have the authority to bind the
Corporation

IN THE PRESENCE OF)

Per:

WITNESS

**CORPORATION OF THE
MUNICIPALITY OF
NORTH GRENVILLE**

We have the authority to bind the
Municipality

Per:

Mayor: DAVID GORDON

Clerk: CAHL POMINVILLE

SCHEDULE 'A'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

Firstly

Lots 1 to 14 inclusive on the Plan of Subdivision registered as Plan 15M-_____ in the Land Titles Office for the Registry Division of Grenville No. 15, which will be developed for residential uses.

Secondly

The following Reserves:

Blocks 15, 16, 18 and 19 on the Plan of Subdivision registered as Plan 15M-_____ in the Land Titles Office for the Registry Division of Grenville No. 15 for the purpose of a temporary turning circle.

Block 17 on the Plan of Subdivision registered as Plan 15M-_____ in the Land Titles Office for the Registry Division of Grenville No. 15 for future road purposes.

Thirdly

One (1) Street, identified as "*Tilly Lane*" on Plan 15M-_____, registered in the Land Titles Office for the Registry Division of Grenville No. 15, which will be dedicated as Public Roads.

SCHEDULE 'B'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

DRAFT PLAN OF SUBDIVISION

The Draft Plan of Subdivision, prepared by Novatech Engineering Consultants Ltd., dated November 20, 2012 by the Surveyor and December 6, 2012 by the Owner, which shows a total of 14 residential lots, 5 Blocks and 1 Street.

DRAFT

SCHEDULE 'C'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

WORKS TO BE PROVIDED BY THE OWNER

1. **Roads**

All the roads in the subdivision shall be constructed and paved in accordance with the specifications set out in Schedule 'I'.

2. **Stormwater Management System**

A stormwater management system shall be provided for the subdivision and stormwater drainage shall be provided where necessary, all in accordance with the specifications set out in Schedule 'H'.

3. **Sanitary System**

As set out in Schedule 'K'.

4. **Water System**

As set out in Schedule 'J'.

5. **Street Lighting & Utility Service**

As set out in Schedule 'L'.

6. **Street & Traffic Signs**

Street name signs and traffic signs shall be erected at all intersections within the subdivision and at the entrance/exit to the subdivision to specifications designated by the Municipal Engineer in accordance with Article 15 and Schedule 'I'.

7. **Civic Address Numbers**

As set out in Article 14.

8. **Record Drawings**

Record drawings are to be provided for all Works prior to Preliminary Approval and Final Acceptance of the works by the Corporation. Record drawings are to clearly outline the final elevations and horizontal alignment of all sewers and water Works, stormwater Works, culverts and drainage ditches as well as cross-sections of the sub-base, granular base and asphalt surface. In particular, all changes from the original drawings are to be clearly noted. Record drawings are to be clearly identified as such. Record engineering drawings of the subdivision Works, for which Preliminary Approval is requested, shall be certified and stamped by the Owner's Consulting Engineer, in the following formats:

- two (2) full sized hard copies,
- one (1) AutoCAD version (Geographic Datum NAD 83, UTM 18N), and
- one (1) digital pdf version

Prior to Final Acceptance, final record engineering drawings shall be provided, to the satisfaction of the Corporation, which also consolidates all of the information from the record drawings submitted at Preliminary Approval stage. The final drawings shall be certified and stamped by the Owner's Consulting Engineer and shall be provided to the Corporation as noted above.

9. **Landscaping**

As set out in Schedule 'M'.

10. **Community Mail Boxes**

The Owner shall install, at his own expense, Community Mail Boxes at a location and to the standards prescribed by Canada Post.

DRAFT

SCHEDULE 'D'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

ESTIMATE OF CONSTRUCTION COSTS

SHAKER VILLAGE SUBDIVISION
DEVELOPMENT SERVICES

Estimated Servicing Costs

Job No. 112005
Revised July 16, 2015
Revised October 12, 2018

Item	Description	Quantity	Unit	Unit Price	Total Amount
	<u>SECTION A - EARTHWORKS</u>				
1	Clearing and Grubbing (Road and Easements)	1.9	ha	\$20,000.00	\$38,000.00
2	Excavation and Grading (Road Allowance)	4000	m ³	\$7.00	\$28,000.00
				Subtotal	\$66,000.00
	<u>SECTION B - STORM DRAINAGE & APPURTENANCES</u>				
1	Ditches				
	i) Ditch1 (Off-site) including riprap	166	m	\$60.00	\$9,960.00
	ii) Ditch 1 (On-site)	167	m	\$40.00	\$6,680.00
	iii) Ditch 2 (On-site)	426	m	\$40.00	\$17,040.00
	iv) Ditch 3 (On-site)	454	m	\$40.00	\$18,160.00
2	Rock Flow Checks	11	ea	\$750.00	\$8,250.00
				Subtotal	\$60,090.00
	<u>SECTION C - ROADWAYS</u>				
1	Granular "B" - Type II				
	i) 350mm depth	2965	m ²	\$16.00	\$47,440.00
2	Granular "A"				
	i) 150mm depth	2965	m ²	\$10.00	\$29,650.00
3	Asphalt				
	i) HL3 - 40mm (7.0m wide)	2820	m ²	\$15.00	\$42,300.00
	ii) HL8 - 50mm (7.0m wide)	2820	m ²	\$13.00	\$36,660.00
4	Shouldering				
	i) Base Course	145	m ²	\$5.00	\$725.00
	ii) Top Lift	145	m ²	\$10.00	\$1,450.00
5	Roadside Ditches	592	m	\$40.00	\$23,680.00
				Subtotal	\$181,905.00

SCHEDULE 'D'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

ESTIMATE OF CONSTRUCTION COSTS (Continued)

SHAKER VILLAGE SUBDIVISION
DEVELOPMENT SERVICES

Job No. 112005
Revised July 16, 2015
Revised October 12, 2018

Estimated Servicing Costs

Item	Description	Quantity	Unit	Unit Price	Total Amount
	<u>SECTION D - UTILITIES</u>				
1	Utility Trenching c/w sand bedding and sand backfill				
	i) Boulevards (Primary)	217	m	\$30.00	\$6,510.00
	ii) Services	14	ea	\$750.00	\$10,500.00
2	Duct Crossings				
	i) Concrete duct crossing (Regardless of number of ducts)	2	ea	\$1,700.00	\$3,400.00
3	Padmount Hydro Transformer Pad (c/w grounding)	2	ea	\$2,500.00	\$5,000.00
4	Streetlighting (Supply and install c/w wiring and grounding rods)				
	i) Hampton Pole c/w 1.8m Bracket and LED Luminaire	2	ea	\$7,000.00	\$14,000.00
	ii) 1.8m Bracket and LED Luminaire	1	ea	\$2,000.00	\$2,000.00
	iii) 75mm Dia. PVC Streetlight Duct	139	m	\$10.00	\$1,390.00
5	Streetlight Wiring				
	i) 2- #8 AWG Copper (B,R,W,) + GRND	139	m	\$20.00	\$2,780.00
6	Streetlight Disconnects	2	ea	\$1,000.00	\$2,000.00
				Subtotal	\$47,580.00
	<u>SECTION E - EROSION & SEDIMENT CONTROL</u>				
1	ESCM including Silt Fence and Straw Bale Flow checks	1	LS	\$14,000.00	\$14,000.00
				Subtotal	\$14,000.00
	<u>SECTION F - LANDSCAPING</u>				
1	Fencing (Block 15)	135	m	\$125.00	\$16,875.00
2	Trees (1 per Lot)	14	ea	\$450.00	\$6,300.00
3	Drainage Outlet Remediation	1	LS	\$5,000.00	\$5,000.00
4	Topsoil, hydroseed and mulch	15856	m ²	\$3.00	\$47,568.00
				Subtotal	\$75,743.00
	<u>SECTION G - MISCELLANEOUS</u>				
1	Record Drawings	1	LS	\$4,000.00	\$4,000.00
2	Street Signs (traffic control, street signs)	1	LS	\$500.00	\$500.00
				Subtotal	\$4,500.00
				Total	\$449,818.00

SCHEDULE 'F'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

LAND DEDICATION AND EASEMENTS

1. **Land for Park Purposes** - None required pursuant to the agreement between the Owner and the Corporation dated December 21, 2015 regarding the conveyance of Part 2 on Plan 15R-11745 in satisfaction of the requirement for cash-in-lieu of parkland for the Shaker Village Subdivision.
2. **Turning Circle Blocks** - Blocks 15, 16, 18 and 19 on the Plan of Subdivision registered as Plan 15M-_____ in the Land Titles Office for the Registry Division of Grenville No. 15 for the purpose of a temporary turning circle.
3. **Reserve Block** - Block 17 on Plan 15M- _____ shall be conveyed to the Corporation of the Municipality of North Grenville for future road purposes.
3. **Drainage Easements** – Parts 1 to 14 inclusive and Part 30 on Reference Plan 15R- _____ and Part 1 on Plan 15R-11680 shall be conveyed to the Corporation of the Municipality of North Grenville for stormwater drainage purposes.
4. **Utility Easements** – Parts 15 to 21 inclusive and Parts 23 to 30 inclusive on Reference Plan 15R- _____ shall be conveyed to the appropriate utility company as easements for the utility services.

SCHEDULE 'G'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

CONDITIONS OF DRAFT APPROVAL

Applicant:	Shaker Village	Date of Decision:	February 14, 2014
File:	07 T 13003	Date of Notice:	February 14, 2014
Municipality:	Municipality of North Grenville	Last Date of Appeal:	March 6, 2014
Location:	Pt. Lots 16 (Oxford), Concession 5	Lapsing Date:	February 14, 2017

The United Counties of Leeds and Grenville conditions and amendments to the final plan approval for registration of this Plan of Subdivision are as follows:

1. That this approval applies to the draft plan prepared by Novatech Engineering Consultants Ltd., and certified by John H. Kennedy, OLS, November 22, 2012 which shows a total of fourteen (14) residential lots (Lots 1 to 14 inclusive) to be developed for single detached dwellings on private services, one (1) future road reserve Block (Block 15) and one (1) public street.
2. The Owner covenants and agrees that this Draft Approval is granted for a 3-year period from the date of notice of Decision, at the end of which should the lots not be registered, said Draft Approval shall lapse. This shall be to the satisfaction of the Municipality and the United Counties of Leeds and Grenville.
3. The Owner covenants and agrees that an extension of the Conditions of Draft Approval may be sought from the United Counties of Leeds and Grenville; said Draft Approval may be extended for additional periods not to exceed 12 (twelve) months and shall be granted only with the written concurrence of, and to the satisfaction of, the Municipality.
4. The Owner covenants and agrees that prior to registration of the plan of subdivision, the proposed plan of subdivision shall conform with a Zoning By-law approved under the requirements of the Planning Act, with all possibility of appeal to the Ontario Municipal Board exhausted. This shall be to the satisfaction of the Municipality.
5. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall be registered against the lands to which it applies once the plan of subdivision has been registered.
 - a. The subdivision agreement shall also contain the following covenant:
 - b. The Developer covenants and agrees to provide the Municipality of North Grenville with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation, at the time of sidewalk and/or curb installation. The Developer further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Developed has paid for the activation and equipment installation of the CMBs.
 - c. This condition shall be to the satisfaction of the Municipality.
6. The Owner covenants and agrees to convey up to 5% of the land included in the plan to the Municipality of North Grenville for park or other public recreational purposes. Alternatively, the municipality may require cash-in-lieu of all or a portion of the conveyance.
7. The Owner shall deposit with the Municipality, security in the form of a letter of credit representing 100% of the estimated cost of all on-site and off-site works to be provided

with respect to the subdivision. The letter of credit shall be reduced, in accordance with the terms and conditions of the subdivision agreement, as works are completed to the satisfaction of the Municipality. Including engineering and to the certification of the works, and digitized copies of as-built drawings relating to the work for which the final release is sought.

8. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall contain restrictive covenants or other provisions, to the satisfaction of the Municipality, to address the following:
 - a. The permitted hours of construction activity on the site;
 - b. The location of the construction access to the site; and
 - c. The possibility of disruptions due to adjacent agricultural activities.
9. The Owner covenants and agrees that prior to final approval, the Owner shall enter into agreements with Hydro One Networks, Bell Aliant and other utility companies for the provision of services to the development, and shall transfer such easements as and when required. This shall be to the satisfaction of the Municipality.
10. The Owner covenants and agrees that such easements as may be required for drainage purposes shall be granted to the appropriate authority.
11. The Owner covenants and agrees that the subdivision agreement will include provisions outlining responsibilities for street entrance, street lighting, highway related improvements and drainage works as outlined in the traffic impact statement.
12. The Owner covenants and agrees to implement all the recommendations of the EIS "*RE: Residential Subdivision, Tilly Lane, Oxford Mills – Environmental Impact Study – Significant Woodlands*" dated August 7, 2013 prepared by Muncaster Environmental Planning Inc. This shall be to the satisfaction of the Rideau valley Conservation Authority and the Municipality.
13. The Owner covenants and agrees that it is a condition of draft approval that no on-site or off-site works involving tree and brush removal, clearing, grubbing, grading or excavation shall be undertaken until the erosion and sediment control plan and the tree preservation plan has been approved by the Municipality and local Conservation Authority.
14. The Owner covenants and agrees that the subdivision agreement shall contain a clause whereby the Owner agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.) the owner shall:
 - a. Have an erosion and sediment control plan prepared by a professional engineer in accordance with best management practices;
 - b. Have said plan approved by the Municipality and the Rideau Valley Conservation Authority; and
 - c. Provide certification to the Municipality of North Grenville and the Rideau Valley Conservation Authority by a professional engineer that the plan has been implemented.
15. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall contain clauses whereby:
 - a. All utility services within the subdivision shall be underground services.
 - b. All of the recommendations in the final approved detailed stormwater management plan will be implemented and to undertake appropriate erosion and sediment control during all phases of site preparation and construction in

accordance with the "Guidelines on Erosion and Sediment Control for Urban Construction Sites", Government of Ontario, May 1987.

- c. The adjacent property is within the 1:100 year floodplain of Kemptville Creek and the regulation limit is subject to Ontario Regulation 174/06 "*Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation*" under Section 28 of the *Conservation Authorities Act* as administered by the Rideau Valley Conservation Authority. Any application received in this regard would be assessed within the context of approved policies for the administration of the regulation, including those for the protection of fish habitat.
 - d. Prior to the commencement of any lot grading or issuance of any building permit, the Owner shall submit to the Municipality a grading, drainage and development plan, including drawings and site plans, prepared by a qualified professional and certified as completed by the Municipality's engineer, which will show:
 - i. The location of all buildings and structures to be erected on the site and all final grades and elevation;
 - ii. The means whereby the storm drainage will be accommodated;
 - iii. The means whereby erosion and siltation will be contained and minimized, both during and after construction;
 - iv. The demonstration of legal and adequate outlet for storm water;
 - v. The grading, drainage and development plan shall be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority.
16. The Owner covenants and agrees that the construction of the stormwater management system, including the drainage outlet, requires the prior written approval of the Rideau Valley Conservation Authority prior to the undertaking of any works.
17. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality contain provisions, whereby all Offer and Purchase and Sale Agreements contain the following provisions with wording acceptable to the Leeds, Grenville and Lanark District Health Unit, advising potential owners:
- a. That lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Leeds, Grenville and Lanark District Health Unit in accordance with Ontario Regulation 350/06 made under the *Building Code Act*;
 - b. That the Owner covenants and agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved hydrogeological and terrain analysis report, in accordance with Ontario Regulation 903 (as amended), under the *Ontario Water Resources Act*. The recommendations contained in the hydrogeological report and terrain analysis may exceed the minimum requirements for well construction as specified by Ontario Regulation 903, depending on site specific circumstances;
 - c. That in order to maximize the protection for well supplies from contamination the following well construction criteria are required for all new wells in this subdivision:
 - i. All wells shall be located in accordance with the site development plan;
 - ii. All wells shall be cased and grouted to a minimum of at least 3 metres into competent bedrock;
 - iii. No wells shall be constructed into the Nepean aquifer. Should no other suitable source of water be found, development of the lot may not be permitted;
 - iv. All wells shall be pressure grouted using quick-setting cement, which shall be allowed to cure for at least 24 hours, or bentonite may be used; and
 - v. All wells shall be constructed using rotary drilling equipment, and well construction using a cable tool shall not be permitted.

- d. That the construction of water wells within this subdivision will be supervised by the Municipality of North Grenville inspectors and all wells shall be completed to the satisfaction of the Municipality prior to use;
 - e. That the potential impact of groundwater source and/or vertical closed-loop heat pumps has not been assessed in the hydrogeological report and therefore are not permitted within this development (horizontal ground source heat pump systems are permitted subject to the appropriate building permit requirements);
 - f. That a restrictive covenant shall be used to further ensure that groundwater source and/or vertical closed-loop heat pumps are not permitted within this development;
 - g. That the lot number shall be posted on all lots prior to any application for a Building Permit being filed;
 - h. Prior to any Building Permit being filed the owner shall:
 - i. Have an erosion and sediment control plan prepared by a professional engineer in accordance with best management practices and the requirements of an environment impact statement;
 - ii. Have this plan approved by the Municipality; and
 - iii. Provide certification to the Municipality of North Grenville that the plan has been implemented.
 - i. That development on the lots shall be in accordance with the recommendations of a tree preservation plan, and to the greatest extent possible the owner will make every effort to preserve mature trees and natural vegetation on the lot and limit removal of trees to only the area necessary for the building envelope and septic system.
 - j. That envelopes for conventional leaching beds must be maintained, regardless of the type of sewage system installed.
 - k. That discharge from water softeners and/or greensand filters used to condition the water must not discharge to the sewage system unless the system has been designed and approved to accept such discharge.
 - l. A site grading, drainage and development plan is to be developed identifying portions of each lot which may be utilized for construction of houses, wells, and septic systems. The sewage system envelopes are to be large enough to accommodate conventional leaching beds having a daily design flow of 3000 liters per day.
 - m. Envelopes for conventional leaching beds must be maintained regardless of the type of sewage system installed. The estimated size of septic envelopes calculated by Morey Associates was 750 square meters.
18. The Owner covenants and agrees that the subdivision agreement shall contain a clause whereby once the roads are roughed in place, the front corners of each lot must be identified and arrangements made with the Leeds, Lanark and Grenville District Health Unit for a lot by lot inspection of the site.
19. The Owner covenants and agrees that a traffic impact statement will be prepared by the Owner and shall apply to this subdivision and, except where otherwise directed in writing by the Municipality, the development of this subdivision, the construction of all works, and the use by the Owner of the lands within the subdivision, will be in accordance with the recommendations of this report, as satisfactorily amended or modified to the Municipality's requirements, and secured in the subdivision agreement.
20. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall provide for the development of the following related requirements and all of the requirements related, but not otherwise listed herein, to the satisfaction of

the Municipality:

- a. The storm water collection and treatment system;
 - b. Obtaining all necessary approvals from the Ontario Ministry of Environment and the Rideau Valley Conservation Authority and provide copies of said approvals to the Municipality;
 - c. The subdivision agreement shall contain appropriate provisions for the Municipality to assume ownership and operation of the works and systems. The provision of works shall be specifically outlined within the servicing agreement and the subdivision agreement shall reflect conditions therein.
21. The Owner covenants and agrees that prior to final approval the Owner shall submit a copy of the proposed grading and drainage plan to the Municipality showing the intended treatment and runoff, all to the satisfaction of the Municipality.
 22. The Owner covenants and agrees that prior to final approval the Owner shall have agreed to, or complied with, the Municipality's requirements concerning the construction of the development, landscaping, access for fire protection and maintenance of facilities. This shall be to the satisfaction of the Municipality.
 23. The Owner covenants and agrees that prior to final approval the Owner shall submit to the Municipality and United Counties of Leeds and Grenville a drainage report and final stormwater management report, in accordance with the conceptual plan "Conceptual Stormwater Management Report – Oxford mills Subdivision, Municipality of North Grenville" dated October 25, 2012 the subsequent letter dated July 3, 2013 prepared by Novatech Engineering Consultants Ltd., which will be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority. The report shall include recommended long term maintenance procedures and address the following issues:
 - a. The final stormwater management design which includes a description of the drainage standards to be applied in the design of the development;
 - b. The water quality control objectives to be achieved by the design;
 - c. Hydraulic calculation to demonstrate that post-development flows will not exceed pre-development flows from the site; and,
 - d. A plan of the projected ponding on site for the 1:5 and 1:100 year storm events, satisfactory to the Rideau Valley Conservation Authority and the Municipality.
 24. The Owner covenants and agrees that prior to final approval, a tree preservation plan which clearly identifies the specific trees to be retained within the drainage corridor shall be prepared and submitted to the satisfaction of the Municipality and the Rideau Valley Conservation Authority.
 25. The Owner covenants and agrees that prior to final approval, the Municipality shall advise the approval authority that matters such as financial securities, facilities to be provided, inspections, timing for assumption of services and operation of facilities by the Municipality and any other such conditions have been set out in the subdivision agreement in a manner that is satisfactory to the Municipality.
 26. That prior to final approval the Rideau Valley Conservation Authority shall advise the approval authority in writing how Conditions 12-16, inclusive, and 20 and 24 have been satisfied.
 27. That prior to final approval, the Leeds, Grenville and Lanark District Health unit shall advise the approval authority in writing how Condition 17 and 18 have been satisfied.
 28. That prior to final approval the Municipality shall advise the approval authority in writing how all of the above conditions have been satisfied.

Notes to Draft Approval

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forward to the United Counties of Leeds and Grenville and copied to the Municipality of North Grenville, quoting File No 07 T 13003.
2. It is suggested that the municipality register the subdivision agreement as provided by subsection 51(26) of The Planning Act, R.S.O. 1990 and the Responsibility Agreement against the land to which it applies, as notice to prospective purchasers.
3. All measurements in the subdivision final plan must be presented in metric units.
4. Easements may be required by Bell Canada subject to the final servicing decision. All other easements required for utility or drainage purposes shall be granted to the appropriate authority.
5. If final approval is not given within three years of the date of this draft approval, and no extensions have been granted pursuant to subsection 51(33), then draft Approval shall lapse February 14, 2017 pursuant to subsection 51(32) of *The Planning Act*.

Clearances Are Required from the Following Agencies

Municipality of North Grenville

Rideau Valley Conservation Authority

Leeds, Grenville, and Lanark District Health Unit

SCHEDULE 'H'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

STORMWATER MANAGEMENT SYSTEMS AND GRADE CONTROL REQUIREMENTS

1. Stormwater Management System

- (a) The design of the stormwater management system is set out in "Stormwater Management Plan, Shaker Village Subdivision" and "Stormwater Management Plan, Post-Development (SSA Modelling)", as listed in Schedule 'V'.
- (b) The approved "Stormwater Management Plan, Shaker Village Subdivision" report and "Stormwater Management Plan, Post-Development (SSA Modelling)" plan, as listed in Schedule 'V', shall form part of this Plan and shall be registered on title in a drainage easement agreement. As the individual lots develop, the Owner shall submit, with all building permit applications, a detailed stormwater management report and plan which demonstrate how the lot shall comply with the overall stormwater management system for the Plan of Subdivision, specifically as it relates to quality and quantity control targets.
- (c) The easements for the stormwater management system are identified on Schedule 'F'.
- (d) All stormwater management system Works shall be inspected after construction and prior to final lift of asphalt and Final Acceptance of the Works, to the satisfaction of the Municipal Engineer. Any deficiencies must be repaired and re-inspected to the satisfaction of the Municipal Engineer.
- (e) An operation, maintenance and monitoring manual for the onsite stormwater management system shall be prepared to the satisfaction of the Corporation. The stormwater management system shall be maintained in accordance with the provisions of Schedule 'U' herein.
- (f) The Owner acknowledges that all watercourses are subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 174/06 under Section 28 of the *Conservation Authorities Act*), as administered by the RVCA. The regulation requires that the Owner obtain the written approval of the Conservation Authority prior to any alteration, straightening, changing, diverting or interfering in any way with the channel of the watercourse. Any application received in this regard would be assessed within the context of approved policies for the administration of the regulation, including those for the protection of fish habitat.
- (g) The stormwater management system must be designed in a manner which reduces the amount of tree removal within the drainage outlet to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.

2. Stormwater Management System Design Specifications

As per the approved engineering drawings listed in Schedule 'V'.

3. Grade Control Requirements

- (a) The Owner hereby agrees that no alterations or changes to the approved "Grading Plan", as listed in Schedule 'V', shall be permitted without the written authority of the Municipal Engineer.

- (b) The Corporation shall not be required to issue an Occupancy Permit for residential dwellings until such time as it has received and approved a document certified by the Consulting Engineer that the drainage and grading are in accordance with the approved plans for the lot.

4. **Erosion & Sediment Control**

Prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.), the Owner shall provide certification to the Corporation and the RVCA by a professional engineer that the approved "*Erosion and Sediment Control Plan*", as listed in Schedule 'V', has been implemented to the satisfaction of the RVCA in accordance with Article 12.6 of this Agreement.

5. **Stormwater Management Facility Maintenance**

The stormwater management facility shall be maintained in accordance with the provisions of Schedule "U" hereto.

DRAFT

SCHEDULE 'I'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

STANDARD ROADWAY SPECIFICATIONS

1. **General**

All work shall be constructed in accordance with the latest edition of the Ontario Provincial Standard Specifications (OPSS), and utilizing the minimum standard specification, as set out by the Corporation.

2. **Clearing and Grading**

The road allowance shall be cleared of trees and other obstructions for such width as required for the proper installation of all roads, services and other Works as hereinafter provided. Topsoil shall be stripped for the full width of all roads before any further construction commences. Tree and topsoil removal shall take place only with the approval of the Municipal Engineer, and in accordance with the general conditions outlined in the Subdivision Agreement to which this Schedule is attached.

3. **Sub-Grade**

The sub-grade shall be properly shaped and rolled to reveal any soft spots prior to any application of granular base materials. Unsuitable sub-grade material shall be excavated and removed from the site and replaced with approved material which shall be compacted to 95% Standard Proctor density.

4. **Granular Base Course**

The granular base shall be compacted to a minimum of 95% Standard Proctor density throughout and shall be constructed to the specifications outlined below, except that the depth and width may be increased subject to the sub-base soil conditions, to be determined by the Geotechnical Engineer. The Granular base shall not be placed without the prior approval of the Consulting Engineer.

5. **Granular Base Course – Access Roads**

All access roads shall have a granular base course as follows:

- (a) Minimum – 300 millimetres (mm) compacted depth of Granular "B" material for a minimum base width of 11.9 metres (m);
- (b) Minimum – 150 millimetres (mm) compacted depth of Granular "A" material for a minimum base width of 10.0 metres (m); and,
- (c) Specifications for Granular "A" and Granular "B" shall be those currently specified in the Ontario Provincial Standard Specifications (OPSS) and shall be approved by a qualified geotechnical engineer.

6. **Pavement**

- (a) All roads within the Plan of Subdivision shall be surfaced with a 50 mm (minimum) lift of HL8 base course asphalt and a 40 mm HL3 final course asphalt, both for a minimum 8.5 metre width (varies), in accordance with the approved engineering drawings.
- (b) The asphalt mix design shall be submitted upon request for approval of the Municipal Engineer. All materials and methods of placement are to be in

accordance with the latest edition of the Ontario Provincial Standard Specifications (OPSS).

- (c) Testing which may be required shall be performed in accordance with the M.T.O. Laboratory and Testing Manual.
- (d) The minimum spread rate shall be 2.45 kilograms per metre square per millimetre depth.
- (e) The Granular "A" surface shall be approved by the Municipal Engineer prior to installation of base course asphalt.
- (f) The asphalt base course shall not be laid until all servicing under the roadway has been completed, including utility ducts, drainage Works, etc., unless otherwise approved by the Municipal Engineer.
- (g) All asphalt shall be compacted as per OPSS310

<u>Mix</u>	<u>Minimum Compaction %</u>
HDBC, Superpave 19.0 and 25.0	91.0
All Other Mixes	92.0

- (h) Asphalt Cement Content as per OPSS1150

<u>Hot Mix Type</u>	<u>% Asphalt Cement Content, minimum by mass of mixture</u>
HL1, HL3, and HL4	5.0
DFC 100% Trap Rock Aggregate	4.8
100% Dolomitic Sandstone Aggregate	5.1
100% Meta-arkose	5.1
100% Gneiss	5.1
HL2	6.0
HL3F and HL4F	5.5
HDBC, MDBC, and HL8	4.7
HL3HS	5.0

- (i) All asphalt shall have performance graded asphalt cement grade of
 - 58-34 for new hot mix or up to 20% RAP
 - 52-40 for 21 to 40% RAPas per OPSS.MUNI 1101.

7. **Roadway Cross-Section**

All roadways within the Plan of Subdivision shall be constructed in accordance with the following specifications.

- | | | |
|-----|-------------------------|---------------------------------|
| (a) | Asphalt width (minimum) | 8.5 metres minimum (varies) |
| (b) | Concrete curb | OPSS 353, OPSD 600.090, 600.110 |
| (c) | Sidewalk | 1.5 metres one side |
| (d) | Asphalt thickness | 90 millimetres (minimum) |
| (e) | Granular "A" thickness | 150 millimetres (minimum) |
| (f) | Granular "B" thickness | 300 millimetres (minimum) |

8. **Geometric and Grading Criteria**

All grading within the road allowance shall conform to the following criteria, unless otherwise approved by the Municipal Engineer:

- | | | |
|-----|---|--------------|
| (a) | maximum longitudinal grade | 5% |
| (b) | maximum longitudinal grade at Intersections | ±2% for 20 m |

- (c) cross-fall - asphalt, granular, sub-base 3% (for roadways)
2% (for turning areas)
- (d) pavement radii at intersections minimum 12.0 m
- (e) horizontal curves- min. design speed 50 KPH
- (f) vertical curves required where change in
grade exceeds 2.0%
- (g) cul-de-sac asphalt 12.0 m radius
2% cross-fall

9. **Drainage & Erosion Control**

Drainage shall be via swales and open ditches. The Final Stormwater Management System shall be to standards approved by the Municipal Engineer and as set out in Schedule ‘H’.

- (a) Sub-drains shall be installed where, in the opinion of the Municipal Engineer, they are required to provide adequate drainage of the road sub-base, or off the road allowance. Where sub-drains are installed, installation shall include an outlet drain carried to an adequate outlet.
- (b) Adequate erosion protection of a type suitable and to the extent considered necessary by the Municipal Engineer, shall be provided. All material and workmanship shall meet OPS Specifications.

10. **Landscaping of Road Allowance**

All areas of the road allowance, from the edge of the curb/sidewalk/asphalt strip to the edge of the road allowance, shall be topsoiled, seeded and mulched or sodded, as outlined below, except in areas of exposed rock.

- (a) Topsoil – Topsoil shall consist of friable sandy loam or of other suitable composition, free of all debris, roots and rocks, containing good humus content and shall be free from crabgrass, couch grass and other noxious weeds and grass. Topsoil shall be placed to a minimum depth of 75 mm over all areas to be seeded or sodded.
- (b) Seeding – Grass seed shall be Government Standard, Canada No. 1, mixed in proportions approved by the Municipal Engineer. The seed shall be mixed by an approved acceptable seed firm. Seed shall be applied using the hydraulic seeding and mulching method in accordance with the appropriate OPS Specifications. Water, fertilizer, asphalt emulsion, adhesives and mulching materials shall conform to the appropriate OPS Specifications.
- (c) Sodding – Sod shall be No. 1 Nursery Blue Grass Sod, according to the classifications of turf grass sod issued by the Ontario Sod Growers Associates. Placement of sod shall be in accordance with OPS Specifications.

11. **Street Signs and Traffic Signs**

Sign	Type	Quantity	Location
Stop Sign (Ra-1, 600x600)	Traffic	1	Tilly Lane: southbound at Jean Marc Drive
Speed Limit 50 KPH	Traffic	1	At entrance to Subdivision
Cul-de-Sac	Traffic	1	At entrance to subdivision
Tilly Lane	Street Name	1	At Tilly Lane intersection with Jean Marc Drive
Jean Marc Drive	Street Name	1	At Tilly Lane intersection with Jean Marc Drive

12. **Deliverables**

Prior to security reduction of any roadway, the Corporation must review and approve the following documents, pertaining to the road construction:

- Engineering Report for road subgrade
- Sieve analysis of road sub base (Granular "B")
- Elevations of road sub base prior to placement of road base
- Compaction Report for road sub base
- Sieve analysis of road base (Granular "A")
- Elevations of road base prior to placement of asphalt
- Compaction Report of road base
- Asphalt mix design for base course asphalt
- AC content for base course asphalt
- Sieve analysis for base course asphalt
- Elevations of base course asphalt
- Compaction Report for base course asphalt
- Asphalt mix design for final course asphalt
- AC content for final course asphalt
- Sieve analysis for final course asphalt
- Compaction Report for final course asphalt
- Elevations of final course

SCHEDULE 'J'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

WATER SYSTEM SPECIFICATIONS

1. General

One private well shall be located and constructed on each lot in accordance with the recommendations of the following reports:

1. "*Hydrogeological Investigation and Terrain Evaluation*" prepared by Morey Associates Ltd., dated December 2012; and
2. "*Additional Hydrogeological Information*" (Letter) Morey Associates Ltd., dated October 17, 2013

All wells shall be located and constructed in accordance with the following specifications:

- (a) All wells shall be constructed using rotary drilling equipment, and well construction using a cable tool shall not be permitted. The well shall be completed into the bedrock aquifer to ensure that the water supply can be adequately protected from surface contaminants. Completed wells shall be a minimum of 150 mm (6 inch) diameter. The annular space shall be 50 mm (2 inches) in diameter larger than the outside diameter of the casing, for the entire length of the casing. The well shall be drilled to a minimum depth of 10 m from surface using standard drilling equipment. The well casing must be constructed with a minimum of 6 metre length of casing through overburden materials and set a minimum of 3 metres into competent bedrock. In no instance shall the well extend into the Nepean aquifer.
- (b) A 150 mm (6 inch) interior diameter steel casing with a drive shoe shall be seated into the bedrock. The remainder of the well shall be completed as a 150 mm (6 inch) diameter open hole to whatever depth is required in order to obtain an adequate supply of potable water. Wells shall be constructed by a properly licenced water well contractor and in accordance with Ontario Regulation 903, and as per the attached sketch.
- (c) Once a satisfactory thickness of competent bedrock has been penetrated, the total well depth shall be minimized in an effort to reduce the possibility of intersecting deeper aquifers or other aquifers with poor chemistry.

2. Grouting

The casing shall be pressure grouted with cement or bentonite for the entire length of the casing. Neat cement grout shall consist of a mixture of 45 Kg (100 lbs) of cement to 20 to 30 litres (5 to 6 Imp. gallons) of clean water. Hydrated lime may be added to a maximum of 10% of the volume of cement. Not more than two (2) parts, by weight, of sand to one (1) part of cement may be used.

Cement grout shall be allowed to set for a minimum of 24 hours (for high early cement) or 72 hours (for normal cement), before drilling can continue. Well drilling and construction operations shall be inspected and the Corporation shall be notified for inspection 24 hours in advance of the following stages:

- (a) prior to commencement of pressure grouting of the casing; and
- (b) prior to backfilling of the service trench for the water line into the building

3. **Completion**

Wells shall be completed with a pitless adaptor to ensure ease of maintenance of well pumps and equipment. Holes in the well casing must be cut with a hole saw, not a torch. Tiles and other drainage collecting structures are not permitted around the well head. The finished casing shall extend a minimum of 0.4 metres above the surrounding finished grade. Surface grading shall direct surface water away from the well. The well shall be chlorinated after the drilling has been completed.

Vertical open and closed loop ground source heat pumps could potentially contaminate or deplete the groundwater resource and are, therefore, not approved for use in this subdivision.

4. **Artesian Conditions**

Municipal By-laws do not permit flowing wells or ground source heat pumps to be discharged into road ditches or Municipal drains; therefore, where flowing artesian conditions are encountered, (i.e. the static water level is above the ground surface) it will be required that the well casing be extended above grade to a height above the highest static water elevation in the well.

SCHEDULE 'K'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

SANITARY SYSTEM SPECIFICATIONS

One septic system shall be located and constructed on each lot, pursuant to the provisions of the Ontario Building Code and subject to any recommendations of the following reports, the details of which have been incorporated on the approved "*Grading Plan*":

- "*Hydrogeological Investigation and Terrain Evaluation*" prepared by Morey Associates Ltd., dated December 2012; and
- "*Additional Hydrogeological Information*" (Letter) Morey Associates Ltd., dated October 17, 2013.

All septic systems shall be located and constructed pursuant to the requirements of the District Health Unit, and in accordance with the following provisions:

1. A site grading, drainage and development plan is to be developed identifying portions of each lot which could be utilized for construction of houses, wells and sewage systems. The sewage system envelopes are to be large enough to accommodate conventional leaching beds having daily design flow rates of 3000 Litres. The estimated size of septic envelopes calculated by Morey Associates was 750 square metres.
2. Envelopes for conventional leaching beds must be maintained regardless of the type of sewage system installed.
3. A notice to property owners must be provided indicating that discharge from water softeners and or greensand filters used to condition the water must not discharge to the sewage system, unless the system has been designed and approved to accept such discharge.
4. Once the roads are roughed in place, the front corners of each lot must be identified and arrangements made with the Health Unit office for a lot by lot inspection of the site. Following the re-inspection, and prior to final approval, comments will be provided on the suitability of the site development plan as submitted.
5. All lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage, to the satisfaction of the Leeds, Grenville and Lanark District Health Unit.

SCHEDULE 'L'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

STREET LIGHTING AND UTILITY SPECIFICATIONS

1. Street Lighting

- (a) The Owner shall install, at its expense, Street Lights at the locations noted in the Approved Plans as described in Schedule 'V';
- (b) All Street Light locations and applicable shut-off/disconnects must be detailed on the Composite Utility Plan (CUP);
- (c) The Street Lights must be energized prior to the first partial occupancy permit being issued and the energy costs shall be borne by the Owner until Final Acceptance of the Subdivision;
- (d) Photometric plans of internal subdivision street lighting will be provided for municipal review; and
- (e) The specifications for the Street Lights and poles to be installed is as follows:

Philips Lumec Roadway LED Streetlight:

- RFM – RoadFocus Roadway. Medium;
- LED Module – 55 watt;
- CCT – 3000 k;
- Distribution – Type 2 or Type 3;
- Voltage – UNIV.

Pole Design – USI – Hampton Series:

- Class of Pole A or AL;
- Pole Code – HA-225-AL or HA-225-A;
- Colour – Black Eclipse (BE) – Etched;
- Fixture Mount – Side Mounted/ Through Bolts.

2. Utility Specifications

All wiring for Public Utilities in the area of the Plan of Subdivision shall be installed in accordance with the Approved Plans as described in Schedule 'V' and as follows:

- (a) Primary wiring must be underground, unless otherwise approved by the Municipal Engineer.
- (b) Secondary service must be underground.
- (c) Secondary service beyond the road allowance must be underground.

All wiring shall be installed in accordance with specifications approved by the Municipal Engineer, Hydro One and Bell Canada as applicable, and the location of such wiring shall be shown on the approved plans as described in Schedule 'V'.

3. Under Pavement Utility Ducts

Where required, under pavement utility ducts shall be installed prior to placement of base course asphalt.

SCHEDULE 'M'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

LANDSCAPING

Trees

1. Existing trees and shrubs are to be preserved to the greatest extent possible. All trees and shrubs existing on the subdivision lands shall be saved from destruction during construction, wherever possible. Tree preservation and protection measures shall be in accordance with the "Tree Preservation Plan" prepared by Muncaster Environmental Planning Inc. dated June 25, 2015.
2. At least one (1) 19 mm caliper or greater deciduous tree shall be planted 1.0 metres inside the front property line on each lot (i.e. not within the road allowance), prior to the Occupancy Permit being issued and the security deposit being released.
3. In order to ensure the most climate hardy native species, the selected trees must be produced from seed which has been sourced from Ontario Ministry of Natural Resources and Forestry Seed Zones 34 or 36.
4. All trees must be guaranteed against death due to natural causes for at least 12 months after the date of planting. Final inspection for acceptance will be carried out by the Corporation and any trees requiring replacement at that time will be replaced by the Owner at their cost.

Seeding/Sodding

5. Seeding/sodding shall be in accordance with Schedule 'I'. The Owner shall maintain the said seeding/sodding and replace any which does not survive for a period of one (1) year from the date of planting to the satisfaction of the Municipal Engineer.
6. Seeding/sodding of lots: Within one (1) year from the date upon which a building permit is issued, any areas of the lot disturbed during construction shall be seeded/sodded.

Stormwater Management Facility

7. Seeding/sodding of the stormwater management facility shall be in accordance with Schedule 'I'. The Owner shall maintain the said seeding/sodding and replace any which does not survive for a period of one (1) year from the date of planting to the satisfaction of the Municipal Engineer.
8. Tree planting, shrub planting, and seeding along the length of the drainage outlet shall be in accordance with Figure 2: Drainage Outlet Planting Plan and the detailed recommendations contained in the approved "Tree Preservation Plan", prepared by Muncaster Environmental Planning Inc., dated June 25, 2015, and shall be completed within one (1) year from the date upon which the construction of the drainage outlet has commenced.

Fencing

9. Wooden rail fences shall be installed at the Owner's expense, in accordance with "Municipality of North Grenville Minimum Standards for Design, Construction and Approval of Municipal Infrastructure and Residential, Commercial and Industrial Development" dated February 5, 2010, along the lot boundaries, at the following locations:
 - (a) between Block 17 and Lot 7;
 - (b) between Block 17 and Lot 8; and
 - (c) between Block 17 and abutting Land to the north.

10. Future maintenance of the fences shall be the responsibility of the Corporation. Gates are not permitted in any of the aforementioned fences.

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SCHEDULE 'N'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

TIME SCHEDULE AND PHASING FOR THE WORKS

The Owner and the Corporation understand and agree that, unless otherwise mutually agreed upon, the subdivision will be developed in one phase.

1. All Works within the Subdivision, except for finish course asphalt paving, shall be constructed, installed and completed within thirty-six (36) months of the lifting of the holding symbol on the Subdivision. Finished course asphalt shall be completed within eighteen (18) months of the placing of base course asphalt. In any case, the final course asphalt shall not be placed sooner than twelve (12) months after placement of base course asphalt.
2. Under pavement ducts, if required, shall be installed prior to placement of base course asphalt.
3. Upon completion of the construction, including paving, the Owner shall Maintain the said roads in good repair including snow ploughing, salting, sanding and sweeping to the satisfaction of the Municipal Engineer, until Final Acceptance of the roads by the Corporation as set out in Article 4.11 herein.
4. Street lights, including underground wiring, shall be installed and operational within one (1) year of construction of the road to within one hundred (100) millimetres of profile grade (top of asphalt).
5. All fencing, seeding, sodding and tree planting shall be completed within one (1) year of completion of final lift of asphalt, or prior to the dwelling on any lot receiving occupancy permission, or being occupied, whichever event occurs first.
6. The Corporation shall issue Final Acceptance for all or any portion of the subdivision Works once the following conditions have been met:
 - (a) The Owner's Consulting Engineer shall request Final Acceptance in writing, and shall certify in a letter stamped by the Consulting Engineer that all Works have been constructed in accordance with this Agreement;
 - (b) A site inspection shall be carried out to ensure all Works are completed to the Corporation's satisfaction;
 - (c) A one-year guarantee period shall have elapsed from the date of final paving;
 - (d) All financial requirements must be paid;
 - (e) The Owner's Consulting Engineer shall provide written certification to the Corporation that the subdivision Works have been constructed in accordance with the approved plans and specifications standards and requirements and that all grades and levels within the road allowances have been established to the satisfaction of the Municipal Engineer;
 - (f) Prior to the Final Acceptance of the subdivision the Owner shall deliver to the Corporation:
 - (i) Final record engineering drawings, which also consolidates all of the information from the record drawings submitted at Preliminary Approval stage. The final drawings shall be certified and stamped by the Owner's Consulting Engineer. Copies of the final record drawings shall be provided to the Corporation in the following formats:
 - two (2) full sized hard copies;
 - one (1) AutoCAD version (Geographic Datum NAD 83, UTM 18N); and
 - one (1) digital pdf version;
 - (ii) A Statutory Declaration by the Owner that all accounts for work and materials, taxes, levies, fees and all other costs directly related to the

- provision of subdivision Works have been paid, except statutory holdbacks, and that there are no claims for liens or otherwise for work done or material supplied for or on behalf of the Owner;
- (iii) Written confirmation from a construction trade newspaper, as defined by the Construction *Lien Act* of Ontario, that a copy of a Certificate of Substantial Performance of the Work has been published in accordance with the requirements of that Act;
 - (iv) A statement by an Ontario Land Surveyor that, after the completion of the work, he has found all standard iron bars as shown on the registered Plan and survey monuments at all lot corners, the ends of all curves, other than corner roundings, and all points of change in direction of streets on the registered plan.
 - (v) A digital summary of the specifications of all servicing assets associated with this development, in an Excel format (template to be provided by the Corporation), as required by the Corporations Asset Management database, to the satisfaction of the Corporation.
7. If all Works are acceptable, the roads shall be assumed into the public road system and any residual securities shall be returned to the Owner, at their request.
8. The Owner agrees not to make application for any building permit for any building or structure to be constructed or erected on the lands, save and except in accordance with Article 5.1 of the subdivision Agreement, until the following prerequisites have been satisfied:
- (a) Drainage and grading has been certified and received Preliminary Approval by the Municipal Engineer in accordance with the approved plan and specifications;
 - (b) The base course of asphalt has been installed and received Preliminary Approval by the Municipal Engineer in accordance with the approved plan and specifications;
 - (c) Notwithstanding the foregoing the Corporation may issue conditional building permits prior to the installation of the base course of asphalt and Preliminary Approval provided:
 - (i) the road is in a condition that ensures emergency vehicle access;
 - (ii) all Ontario Building Code issues are addressed;
 - (iii) the financial requirements contained in Article 25 of the subdivision agreement have been satisfied by the Owner;
 - (iv) the land conveyance to the Corporation as identified in the subdivision Agreement has been completed in accordance with this Agreement;
 - (v) the Owner has installed all temporary road name signs, stop signs and civic address (911) signs; and
9. Notwithstanding the foregoing, conditional building permits may be issued for the construction of dry model homes in accordance with Zoning By-law No. 50-12, on the site, prior to Preliminary Approval being granted for the subdivision Works.

SCHEDULE 'O'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

MAINTENANCE OF ROADS AND OTHER WORKS

1. Roads

During the construction operations and until the roads are given final acceptance and assumed by the Corporation, the Owner shall:

- (a) keep all roads surfaced with gravel and graded to the satisfaction of the Municipal Engineer;
- (b) Maintain reasonable access over the roads at all times for all residents and for Municipal services such as garbage collection, fire fighting, etc.;
- (c) Maintain all roads in a dust free condition;
- (d) bring the roads up to a satisfactory condition for winter months;
- (e) snow-plough and sand the roads as necessary, and
- (f) sweep the roads to Municipal standards.

Prior to the onset of winter, the Municipal Engineer shall give in writing, to the Owner such directions and instructions as he deems necessary for bringing the roads up to a satisfactory condition for the winter months. The requirements in this respect shall be that the roads shall be sufficiently well graveled and graded as to minimize the chances of damage to snow ploughs. All work required in this regard shall be completed before the first day of November.

If the Owner's contractor does not perform the works noted above, to the satisfaction of the Municipal Engineer, upon twenty (20) days written notice to the Owner, the Municipal Engineer, may order this work to be done and charged back against the Subdivision.

Damage done to the roads by machinery employed by the Owner whether within this subdivision or outside, will be repaired at the Owner's expense, to the satisfaction of the Municipal Engineer.

2. Other Works

- (a) All ditch and culvert systems shall be maintained by the Owner, including the clearing of any blockage, until the system has been given final acceptance and assumed by the Corporation.
- (b) Once the ditch and culvert system has been given final acceptance by the Corporation, the Corporation shall undertake such Maintenance of the said system both within and outside the Subdivision. Where there is a portion of the said ditch and culvert system outside the subdivision, as the Corporation shall deem necessary, the Owner or Owners of the lots described in Schedule 'A' hereto annexed from time to time shall reimburse the Corporation for the cost of such maintenance in proportion that the number of lots owned by each Owner bears to the total number of lots described in Schedule 'A' hereto annexed. If any Owner fails to reimburse the Corporation for his proportionate share of such maintenance costs, the Corporation in addition to any other remedies, may recover the sum to be reimbursed in like manner as municipal taxes pursuant to Section 446 of the *Municipal Act, 2001* as amended.

SCHEDULE 'P'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

BUILDING RESTRICTIONS AND TRANSFER COVENANTS

The following covenants shall be incorporated in all Contracts for Purchase and Sale and in all Transfers from the Owner with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme.

Failure to incorporate said covenants in all Contracts for Purchase and Sale and in all Transfers shall not preclude these covenants from running with the lands for the benefit of the lands in the subdivision as a building scheme.

1. The Transferee acknowledges that the subject land is a lot in a registered Plan of Subdivision and that the Subdivision Agreement registered on the title of the property is a legal binding document and that the Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees to the terms and conditions of the Subdivision Agreement.
2. The Transferee acknowledges that occupancy of new residential dwellings requires "*occupancy permission*" from the Chief Building Official for the Corporation. Further, the Transferee acknowledges that "*occupancy permission*" does not represent an approved "*final inspection*" and that there may be outstanding Building Permit issues associated with obtaining an approved final inspection, such as final grading, an engineer's letter certifying final grading and drainage, exterior cladding, exterior railings etc.
3. The Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, excepting in accordance with the established "*Detailed Lot Development Plan*," without the written consent of the Corporation.
4. The Transferee agrees to maintain that part of its lands subject to a drainage easement free of buildings or other structures or landscaping.
5. The Transferee agrees that if any damage is caused to any of the Works located on land within the Plan of Subdivision, of which the lands herein described form part, as the result of any act or omission on the part of the Transferee, the Transferee shall repair such damage or be proceeding diligently to repair such damage within a period of fifteen (15) days after notice from the Corporation, and the Transferee agrees that in default thereof the Corporation may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to thirty (30%) of that cost as a fee for supervision and an amount equal to thirty (30%) of that cost as a fee for administration, and which may be collected in like manner as municipal taxes under Section 446 of *The Municipal Act, 2001*, as amended.
6. The Transferee acknowledges that the Municipal Engineer shall certify that the grade, drainage and site development work has been constructed to the satisfaction of the Corporation or its agent, who shall be satisfied that the lot is appropriately drained prior to the issuance of a Building Permit.
7. The Transferee agrees not to make application for any Building Permit for any building or structure to be constructed or erected on the lands, save and except in accordance with Article 5.1 of the Subdivision Agreement, until the following prerequisites have been satisfied:
 - (a) drainage and grading has been certified and received Preliminary Approval from the Municipal Engineer in accordance with the approved plan and specifications;
 - (b) the base course of asphalt has been installed and received Preliminary Approval

- from the Municipal Engineer in accordance with the approved plan and specifications;
- (c) the road in front of the lot has been connected to the Municipal road by roads of a similar state of completion;
 - (d) the Owner has installed all temporary road name signs, stop signs and civic address (911) signs;
 - (e) the Owner has an Erosion and Sediment Control Plan prepared by a professional engineer in accordance with best management practices and the requirements of the "*Environmental Impact Study*," and:
 - (i) has had the Plan approved by the Municipality, and
 - (ii) has provided certification to the Municipality that the Plan has been implemented;
 - (f) Notwithstanding Clause (b) above and the provisions of Article 5.1 of the Subdivision Agreement, the Municipality may issue Conditional Building Permits prior to the installation of the base course of asphalt and Preliminary Approval provided the following issues have been addressed to the satisfaction of the Municipality:
 - (i) the road is in a condition that ensures access for emergency vehicles;
 - (ii) all Ontario Building Code related issues are addressed;
 - (iii) the Financial Requirements contained in Article 25 of the Subdivision Agreement have been satisfied by the Owner;
 - (iv) the land conveyance to the Municipality as identified in the Subdivision Agreement has been completed in accordance with the Agreement; and
 - (v) the Owner has installed all temporary road name signs, stop signs and civic address (911) signs.
8. The Transferee agrees that, notwithstanding the provisions of the Corporation's Zoning By-law, as amended, dealing with building restrictions, only new house construction shall be permitted on the lands referred to in Schedule 'A' annexed hereto.
9. The Transferee agrees to endeavour in good faith and in accordance with good landscape architectural standards, to preserve and save from destruction mature and healthy trees and vegetation existing on the lots, as are identified as worthy of preservation in the "*Tree Preservation Plan*" prepared by Muncaster Environmental Planning Inc. dated June 25, 2015. This shall not be construed to oblige the Transferee to retain or preserve any tree the removal of which is reasonably necessary for the performance of the works herein stipulated for, or the retention or preservation of which would be unreasonably costly or would unreasonably prevent or impede the construction of buildings, structures, or other improvements incidental to the development of the subject lands for subdivision purposes. In general, no trees over six (6") inch diameter are to be removed except for those required to be cut to remove dead or diseased trees constituting a danger to the occupants of the lands or abutting lands, and except those within twenty five (25') feet of the dwelling unit on the said lands, those within fifteen (15') feet around the septic bed on the said lands and those on any lawn in front of the dwelling unit.
10. The Transferee acknowledges and agrees to implement all of the recommendations of the Environmental Impact Study "*Residential Subdivision, Tilly Lane, Oxford Mills - Environmental Impact Study - Significant Woodlands*" dated August 7, 2013 prepared by Muncaster Environmental Planning, to the satisfaction of the Rideau Valley Conservation Authority and the Corporation.
11. The Transferee acknowledges and agrees that the prior written approval of the Rideau Valley Conservation Authority is required under Ontario Regulation 174/06 "*Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation*" under Section 28 of the *Conservation Authorities Act*, is required prior to the undertaking of any works for the construction of the Stormwater Management drainage feature and outlet.
12. The Transferee agrees to undertake appropriate erosion and sediment control during construction and maintenance activities, in accordance with the "*Guidelines on Erosion and Sediment Control for Urban Construction Sites (Government of Ontario, May 1987)*", or other standards in effect at the time of the works.

13. The Transferee acknowledges and agrees that the adjacent property is within the 1:100 year floodplain of Kemptville Creek and the regulation limit. Any development for the stormwater management system, including the drainage outlet, within the 1:100 year floodplain of Kemptville Creek and the regulation limit is subject to Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation" under Section 28 of the *Conservation Authorities Act* as administered by the Rideau Valley Conservation Authority, and shall be assessed within the context of the approved policies for the administration of the regulation, including those for the protection of fish habitat.
14. The Transferee acknowledges that prior to altering, straightening, changing, diverting, or interfering with any natural watercourse draining on the subject lands, either on or off the subject lands, a permit shall be required from the Rideau Valley Conservation Authority under the *Conservation Authorities Act* regulations.
15. The Transferee agrees to implement (construct and maintain) the Final Stormwater Management Plan and undertake appropriate erosion and sediment control during all phases of site preparation and construction, in accordance with best management practices.
16. The Transferee covenants and agrees to ensure that the following reports shall be made available to the purchasers of the lots as a guide to development:
 - (a) "Hydrogeological Investigation and Terrain Evaluation," prepared by Morey Associates Ltd., dated December 2012; and
 - (b) "Additional Hydrogeological Information" (Letter) prepared by Morey Associates Ltd., dated October 17, 2013
17. The Transferee covenants and agrees that all wells shall be constructed in accordance with Schedule 'J' of this Agreement and further that all wells and septic systems shall be located in accordance with the approved plans identified in Schedule 'V' of this Agreement.
18. The Transferee covenants and agrees to ensure that the septic system envelope on the approved plans identified in Schedule 'V' of this Agreement shall be utilized exclusively for sewage disposal (i.e. free of permanent structures, swimming pools, etc).
19. The Transferee acknowledges and agrees that:
 - (a) Lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Leeds, Grenville and Lanark District Health unit in accordance with Ontario Regulation 350/06 made under the *Building Code Act*;
 - (b) All well construction, including test wells, shall be in accordance with the recommendations of the approved hydrogeological and terrain analysis report, in accordance with Ontario Regulation 903 (as amended), under the *Ontario Water Resources Act*. The recommendations contained in the hydrogeological report and terrain analysis may exceed the minimum requirements for well construction as specified by Ontario Regulation 903, depending on site specific circumstances;
 - (c) In order to maximize the protection for well supplies from contamination the following well construction criteria are required for all new wells in this subdivision:
 - (i) all wells shall be located in accordance with the site development plan;
 - (ii) all wells shall be cased and grouted to a minimum of at least 3 metres into competent bedrock;
 - (iii) no wells shall be constructed into the Nepean aquifer. Should no other suitable source of water be found, development of the lot may not be permitted;
 - (iv) all wells shall be pressure grouted using quick-setting cement, which shall be allowed to cure for at least 24 hours, or bentonite may be used; and,
 - (v) all wells shall be constructed using rotary drilling equipment, and well construction using a cable tool shall not be permitted.
 - (d) The construction of water wells within this subdivision will be supervised by the

- Corporation inspectors and all wells shall be completed to the satisfaction of the Corporation prior to use;
- (e) The potential impact of groundwater source and/or vertical closed-loop heat pumps has not been assessed in the hydrogeological report and therefore are not permitted within this development (horizontal ground source heat pump systems are permitted subject to the appropriate building permit requirements);
 - (f) The discharge from water softeners and or greensand filters used to condition the water must not discharge to the sewage system, unless the system has been designed and approved to accept such discharge.
 - (g) Envelopes for conventional leaching beds must be maintained regardless of the type of sewage system installed.
20. The Transferee acknowledges that no commercial vehicles having a registered gross vehicle weight of more than 5 tonnes shall be permitted to be parked in any location on the lands referred to in Schedule 'A' annexed hereto unless such vehicle is parked for the purpose of loading or unloading materials or persons for a lot owner in the normal course of business.
21. The Transferee acknowledges that mail will be delivered to the subdivision residents via Community Mail Boxes. The Transferee further covenants and agrees to provide notice of the locations of Community Mail Boxes to prospective purchasers and that home/business mail delivery will be provided via Community Mail Boxes, provided the Owner has paid for the activation and equipment installation of the Community Mail Boxes.
22. The Transferee acknowledges that pupils residing within the subdivision are not guaranteed the right to attend the nearest public school. Pupils may be asked to travel to other public schools in accordance with Upper Canada District School Board policy as required.
23. The Transferee agrees to obtain permits or approvals as may be required from any federal, Provincial, Municipal or local authority and to file copies thereof with the Municipality.
24. At the end of the Transfer Covenants required to be inserted in the said Contracts for Purchase and Sale and the Transfers, the following clause shall be added:

"The foregoing covenants shall be covenants running with the lands herein described for the benefit of the lands with the Plan of Subdivision of which the herein described lands form part."

SCHEDULE 'Q'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

REGISTERED PLAN

Plan of Subdivision registered as Plan 15M-_____ in the Land Titles Office for the Registry Division of Grenville #15.

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SCHEDULE 'R'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

LOT GRADING PLAN SPECIFICATIONS

1. To ensure adequate site drainage, a "*Detailed Lot Development Plan*" shall be submitted by the Owner, or its successor in title, whichever is applicable at the time, with the Building Permit Application, and the Corporation shall not be required to issue the Building Permit for the construction of any building or structure on any lot until the "*Detailed Lot Development Plan*" for the lot has been approved. The "*Detailed Lot Development Plan*" shall conform, in general, to the approved grading and servicing plans as referred to in Schedule 'V'.

All elevations on the "*Detailed Lot Development Plan*" shall be referenced back to the "*permanent grade control monument*".

2. The "*Detailed Lot Development Plan*" specified herein shall also show the following minimum information:

- (a) the existing and final elevations of all lot corners;
- (b) the final elevations at the centreline of each road at intervals of thirty (30) metres or less at all street intersections;
- (c) the location elevations and details of all swales, ditches and catch-basins or other surface water outlets, as applicable;
- (d) arrows indicating direction of flow of all surface water;
- (e) the finished ground elevations at the building line; and,
- (f) the finished elevations of all critical points beyond the street line.

3. The "*Detailed Lot Development Plan*" shall be developed with the following minimum standards:

- (a) drainage shall be directed away from the building;
- (b) surfaces shall have a minimum slope of two percent (2%);
- (c) swales shall have a minimum grade of two percent (2%) unless otherwise approved by the Municipal Engineer;
- (d) the desirable swale depth shall be two hundred and fifty (250) millimetres. The minimum swale depth shall be one hundred and fifty (150) millimetres. Maximum swale depth shall be six hundred (600) millimetres;
- (e) the optimum side slopes on swales shall be five (5) horizontal to one (1) vertical, and the maximum slope on swales shall be three (3) horizontal to one (1) vertical; and,
- (f) the maximum slope of embankments between properties shall be three (3) horizontal to one (1) vertical. Failing this, a retaining wall, designed by a professional Engineer, shall be constructed.

4. The site work for buildings and structures for which a building permit has been issued and the carrying out of the site work, as shown on the required "*Detailed Lot Development Plan*" referred to herein, shall be the responsibility of the Owner, or its successors in title, whichever submits the "*Detailed Lot Development Plan*" and the Building Permit application.

5. The Owner agrees to undertake any interim grading or drainage measures in accordance with the requirements established in all applicable and approved environmental management plans, stormwater management plans or other applicable reports. Any such Works shall be in accordance with all federal and provincial legislation and established Municipal and Rideau Valley Conservation Authority standards.

SCHEDULE 'S'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

DRAFT LETTER OF CREDIT

(Bank Letterhead)
(Date)

Irrevocable Standby Letter of Credit

To: The Corporation of the Municipality of North Grenville
P. O. Box 130, Kemptville, Ontario, K0G 1J0

Re: Letter of Credit No. _____
Amount: \$ _____
Expiry date: _____

We hereby authorize you to draw on _____ (bank name),
_____ (address) for
_____ dollars (\$ _____) available on
demand as follows:

Pursuant to the request of our customer, the said _____ (customer's name), we,
_____ (bank name),
_____ (address), hereby
establish and give to you an irrevocable Letter of Credit in your favour in the total amount of
\$ _____ which may be drawn on by you at any time and from time to time upon written
demand for payment made upon us by you, which demand we shall honour without enquiring
whether you have a right as between yourself and our said customer to make such demand and
without recognizing any claim of our said customer.

Provided, however, that you are to deliver to , _____ (bank name),
_____ (address), at such time as a
written demand for payment is made upon us, a certificate signed by you agreeing and/or
confirming that monies drawn pursuant to this Letter of Credit are to be retained and used to
meet obligations in connection with _____ (name of development).

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in
writing given to us from time to time by you.

Partial drawings are permitted.

Special condition(s):

It is a condition of this Letter of Credit that it will be automatically extended, without amendment,
for one year periods from the present expiry date hereof, or any future expiration date, unless at
least thirty (30) days prior to any such expiry date, we notify you in writing, by registered mail or
courier, at your address specified above, or any other you have advised to this department in
writing, that this Letter of Credit will not be renewed for any such additional period.

We hereby agree that drawings under this Letter of Credit will be duly honoured upon
presentation, and shall state that they are drawn under _____ (bank
name),
_____ (address), letter
of credit no. _____ dated _____ 20__.

Except as otherwise expressly stated, this Letter of Credit is issued subject to "Uniform Customs
and Practice for Documentary Credits", (2007 revision), ICC Publication No. 600.

SCHEDULE 'T'

**TO A SUBDIVISION AGREEMENT BETWEEN
FORBES BUILDING MATERIAL LIMITED
AND THE MUNICIPALITY OF NORTH GRENVILLE**

DEVELOPMENT CHARGES

The Capital Development charge shall be assessed for every building to be constructed within the subdivision in accordance with the *Development Charges Act* and the Corporation's Development Charges By-law. The amount assessed shall be based on the Capital Development Charge that is in effect on the date that a building permit is applied for. The charge shall include any applicable special area levies and may change from time to time.

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SCHEDULE 'U'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

STORMWATER MANAGEMENT SYSTEM – OPERATION & MAINTENANCE MANUAL

The Owner covenants and agrees to Maintain the stormwater management Works in accordance with the following:

1. General

It is generally expected that the stormwater ditches will function as dry ditches and will empty between rainfall events.

2. Inspection Activities and Suggested Frequency

(a) Post-Construction

Observe drain time for a storm after completion or modification of the facility to confirm that the desired drain time has been obtained. Newly established vegetation should be inspected several times to determine if any landscape maintenance (re-seeding, irrigation, etc.) is necessary.

(b) Semi-annual and After Extreme Events

The stormwater ditches will be inspected for the first two (2) years after construction for the following issues: sediment accumulation, signs of prolonged or permanent wetness, erosion of the side slopes and ditch bottom, dead or dying grass, drain time, signs of petroleum hydrocarbon contamination, standing water, trash and debris.

3. Maintenance Activities and Suggested Frequency

(a) Standard Maintenance (as needed)

- Stabilize eroded banks
- Repair undercut and eroded areas where present
- Maintain access to the ditch network for regular maintenance activities
- Monitor health of vegetation and replace as necessary
- Remove litter and debris from the ditch bottom area as required

4. Periodic Maintenance and Monitoring

Periodic maintenance is essential to allow the proposed stormwater servicing to function as it was intended, when it was designed. The servicing for the subdivision includes the construction of various stormwater management Works. The following is a list of some of the typical maintenance and monitoring (which will be in the form of visual inspections of the proposed treatment infrastructure) activities that should be investigated:

- removal of any sediment or trash accumulated in ditches and near inlets;
- sediment removal will be performed when sediment depths build up to 150 mm or if the Stormwater Management System is not operating as originally designed. Sediment disposal will be completed in accordance to section 6.4.3 of the "*Stormwater Management Planning and Design Manual, MOE, March 2003*";
- grassed (or vegetated) areas damaged during sediment removal should be immediately replaced using the same seed mix used during initial vegetation establishment to prevent erosion;

- any areas within the grassed ditch that shows evidence of erosion, should be filled compacted and reseeded so that the existing grade (final) is level with the bottom of the ditch; and visual inspection of roadside swales

These maintenance inspection and monitoring activities shall be performed, for warranty purposes, approximately two (2) times a year for the first two years after completion of construction. In addition, the facilities should be inspected after each significant storm event during the first two years of operation (on average approximately 4 times per year).

Subsequent annual inspections will be conducted after the initial two (2) year construction warranty inspections.

Monitoring of the stormwater servicing infrastructure will be in the form of visual inspections and may trigger some of the following recommended actions (see Table 1 below which has been excerpted from the MOE “*Stormwater Management Planning and Design Manual, March 2003*” Table 6.2 and modified to suit the proposed development).

Table 1 – Recommended Inspection Monitoring and Maintenance Actions

Item to be Inspected	Finding	Action
Swales	Is there standing water in the swales?	This could indicate improper grading or a blockage in the swale downstream. The swale should be inspected for blockage by trash/debris, or sediment.
	Is the grass/vegetation unhealthy or dead?	This will indicate the need to re-vegetate the swale.
	Is there erosion downstream of the swale?	This may indicate frequent overtopping of the swale by a blockage downstream, or decreased swale permeability. The swale outlet should be inspected for blockage and the erosion corrected by sodding. There may be a need to provide further erosion control (rip-rap, plant staking) to prevent the re-occurrence of erosion.

Grass mowing and weed removal in the drainage swales should be kept to a minimum since increased vegetation enhances the removal efficiency of these facilities.

SCHEDULE 'V'

TO A SUBDIVISION AGREEMENT BETWEEN FORBES BUILDING MATERIAL LIMITED AND THE MUNICIPALITY OF NORTH GRENVILLE

APPROVED DRAWINGS AND BACKGROUND REPORTS

The roads and drainage systems and stormwater management system to be constructed within the limit of the subdivision, and outside of the subdivision, are detailed on the approved drawings and in the background reports listed below.

Engineering Drawings

The dates indicated below represent the approved drawings at the date of the signing of this Agreement. Such drawings may be subject to future revisions with the approval of the Director of Public Works without modification to this Agreement.

1. "Grading Plan" (Drawing No. 112005-GR) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 7 dated June 30, 2015)
2. "Plan and Profile – Tilly Lane, Station 0+000 m- 0+266" (Drawing No. 112005-P1) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
3. "Plan and Profile – Ditch 1, Station 1+000 m- 1+332" (Drawing No. 112005-P2) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
4. "Plan and Profile – Ditch 2, Station 2+000 m- 2+429" (Drawing No. 112005-P3) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
5. "Composite Utility Plan" (Drawing No. 112005-U) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 9 dated October 19, 2018)
6. "Erosion and Sediment Control Plan" (Drawing No. 112005-ESC) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
7. "Stormwater Management Plan – Pre-Development" (Drawing No. 112005-PRE) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
8. "Stormwater Management Plan – Post-Development (SSA Modelling)" (Drawing No. 112005-SSA) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)
9. "Ponding Plan" (Drawing No. 112005-PD) prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014, (Revision 5 dated June 30, 2015)

Background Reports:

10. "Planning Rationale, Shaker Village Subdivision" prepared by Novatech Engineers, Planners & Landscape Architects, dated March 2013
11. "Stormwater Management Plan, Shaker Village Subdivision" prepared by Novatech Engineers, Planners & Landscape Architects, dated December 22, 2014 and as revised on July 16, 2015

12. "Environmental Site Assessment" prepared by Morey Associated Ltd., dated December 2012
13. "Hydrogeological Investigation and Terrain Evaluation" prepared by Morey Associates Ltd., dated December 2012
14. "Additional Hydrogeological Information" (Letter) Morey Associates Ltd., dated October 17, 2013
15. "Environmental Impact Study – Significant Woodlands" prepared by Muncaster Environmental Planning Inc., dated August 7, 2013
16. "Tree Preservation Plan" prepared by Muncaster Environmental Planning Inc. dated June 25, 2015
17. "Stage 1 & 2 Archaeological Assessment" prepared by Past Recovery Archaeological Services, dated December 22, 2011

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