

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
SUPPLEMENTARY AGENDA OF REGULAR COUNCIL MEETING
SEPTEMBER 11, 2023 AT 2:00 P.M.**

ADOPTION OF THE AGENDA

Recommendation:

THAT the agenda and the supplementary agenda for the September 11, 2023 Regular Meeting of Council be accepted and passed with the following:

- Removal of the August 22, 2023 Mount Forest Aquatics Ad-Hoc Advisory Committee
- Addition of Report DC 2023-026 being a report on Forest View Estates Subdivision Agreement
- Addition of By-law 084-2023 being a By-law to enter into a Subdivision Agreement
- Change number of Confirming By-law to 085-20233

REPORT

DC 2023-026 being a report on Forest View Estates Subdivision Agreement

Recommendation

THAT Council of the Township of Wellington North receive Report DC 2023-026 being a report on Forest View Estates Subdivision Agreement; and

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement;

BY-LAWS

- d) By-law Number 084-2023 being a by-law to enter into a Subdivision Agreement

Recommendation:

THAT By-law Number 081-2023, 082-2023; 083-2023 and 084-2023 be read a First, Second and Third time and enacted.

CONFIRMING BY-LAW NUMBER 085-2023

Recommendation:

THAT By-law Number 085-2023 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on September 11, 2023 be read a First, Second and Third time and enacted.



Staff Report

To: Mayor and Members of Council Meeting of September 11, 2023

From: Darren Jones, Chief Building Official and Tammy Pringle, Development Clerk

Subject: **DC 2023-026, FOREST VIEW ESTATES
DRAFT PLAN OF SUBDIVISION 23T-18007
PART PARK LOT 4, N/S DOMVILLE STREET, CROWN SURVEY, PART 1
PLAN 61R22025; TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report DC 2023-026 being a report on Forest View Estates Subdivision Agreement; and

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement;

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- **Resolution 2019-239** (August 26, 2019) RE: Support of Draft Plan of Subdivision
- **By-Law 025-20** (February 24, 2020) RE: Zoning Amendment
- **Resolution 2021-059** (February 21, 2021) RE: Street Naming
- **By-Law 045-21** (April 26, 2021) RE: Sewage Allocation Agreement
- **Resolution 2021-247** (August 9, 2021) RE: Support of Revised Draft Plan of Subdivision
- **Site Alteration Agreement** (June 30, 2022) RE: Grading

BACKGROUND

Subject Lands

The property is in the Village of Arthur. The subject lands are located on the North of Domville Street, east of Preston Street, in the Northeast quadrant of the village. The land holding is approximately 6.86 acres and is known as: PART PARK LOT 4, N/S DOMVILLE STREET, CROWN SURVEY, PART 1 PLAN 61R22025,; TOWNSHIP OF WELLINGTON NORTH

The Proposal

The Owner has applied for Subdivision Approval from the Township for a Subdivision with 10 Single Detached units, 8 Semi-Detached units, 8 Street Townhouse units and a 24 unit multi-residential building for a total of 50 units. This project will include installation of services, grading and erosion control, sanitary drainage, storm water drainage, street lighting and landscaping.

Existing Policy Framework

The subject lands are designated R1C, R2, R3 Residential Zones, and Open Space, in the Township of Wellington North Zoning By-law 66-01.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the proposed agreement is attached to the By-law in this agenda package.

COMMUNICATION PLAN

The executed subdivision agreement will be forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

ATTACHMENTS

- A. Location Map
- B. Plan of Subdivision attached to By-law No. 084-2023 in the agenda package

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

- Yes No N/A

Which priority does this report support?

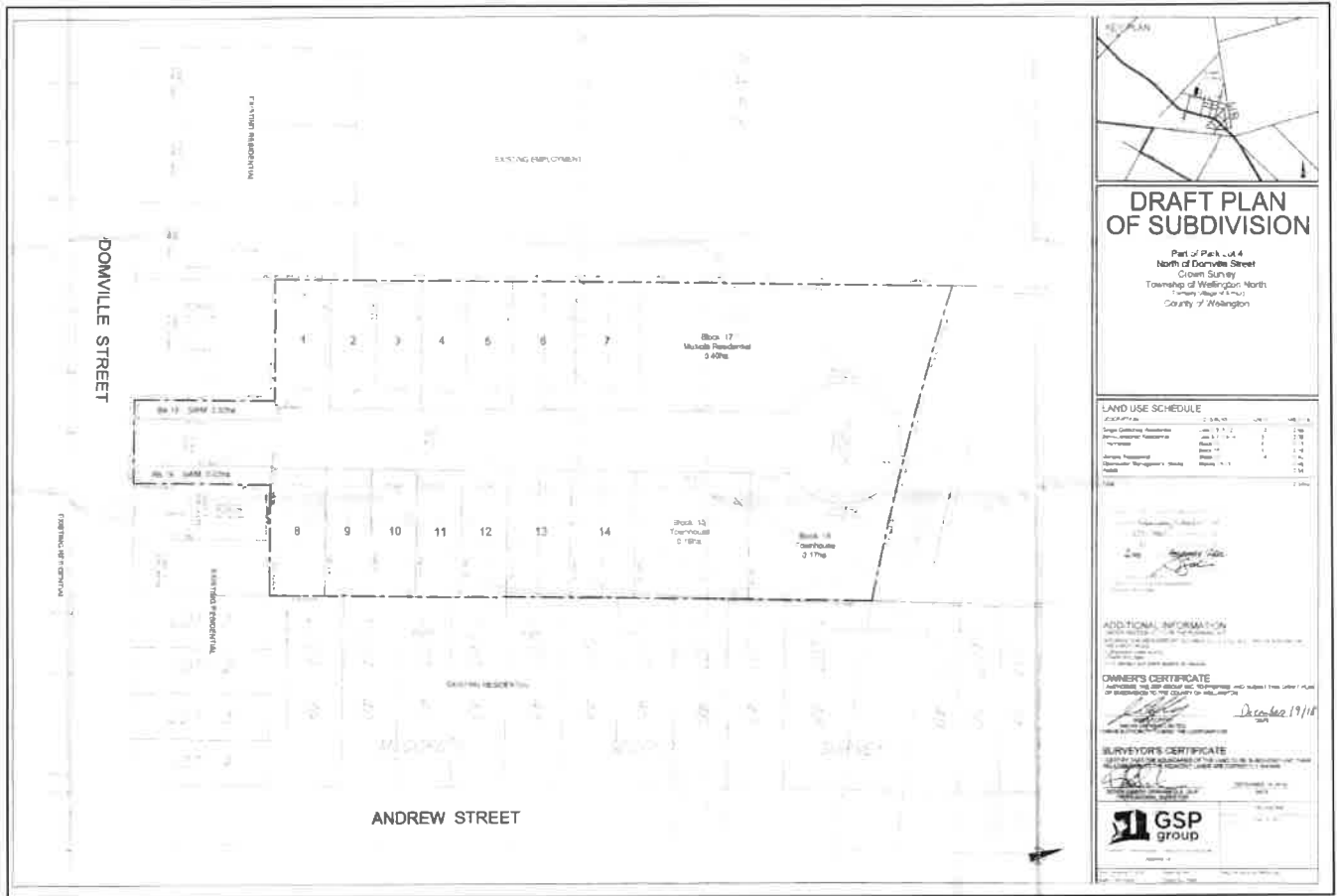
- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Darren Jones, Chief Building Official and Tammy Pringle, Development Clerk	<i>Darren Jones</i> <i>Tammy Pringle</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

SCHEDULE A – Location Map



SCHEDULE B – Draft Plan of Subdivision



DRAFT PLAN OF SUBDIVISION
 Part of Plat Lot 4
 North of Domville Street
 Green Survey
 Township of Wellington, North
 County of Wellington

LAND USE SCHEDULE

Category	Area (ha)	Percentage (%)
Open Space	1.13	2.7
Residential	1.22	2.9
Commercial	1.13	2.7
Industrial	1.13	2.7
Public	1.13	2.7
Total	4.14	100

ADDITIONAL INFORMATION
 This plan is subject to the provisions of the Land Use Act, 1995, and the provisions of the Resource Management Act, 1991, and the provisions of the Resource Management Act, 1991, and the provisions of the Resource Management Act, 1991.

OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the land shown in this plan, do hereby certify that the information given in this plan is true and correct to the best of my knowledge and belief.

December 19/18

SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that I have surveyed the land shown in this plan, and that the information given in this plan is true and correct to the best of my knowledge and belief.

December 19/18



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 084-2023

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT
(940749 ONTARIO LTD. (Forest View Estates Coffey))**

WHEREAS it is deemed expedient to enter into such an Agreement with 940749 Ontario Inc.

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

PART PARK LOT 4, N/S DOMVILLE STREET, CROWN SURVEY, PART 1 LAN 61R22025,; TOWNSHIP OF WELLINGTON NORTH
Property Identifier Number (PIN): 71095-0361 (LT)

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

1. The Corporation shall enter into a Subdivision Agreement with 940749 Ontario Inc. in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF SEPTEMBER, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SUBDIVISION AGREEMENT

Between

940749 ONTARIO LTD.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

**Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON., N0G 2E0**

TOWNSHIP OF WELLINGTON NORTH
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TOWNSHIP OF WELLINGTON NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 20__.

BETWEEN:

940749 ONTARIO LIMITED

(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

WHEREAS the Developer is the owner of the lands described in Schedule "A" (the "Lands") to this Subdivision Agreement (the "Agreement") and proposes to subdivide "Lands" for the purpose of selling, conveying or leasing it in lots, by reference to a Registered Plan of Subdivision.

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the County of Wellington (the "County"), for approval of a plan of subdivision (the "Plan"), which is identified on Schedule "B" to this Agreement.

AND WHEREAS the County approved the draft plan of subdivision with conditions pursuant to subsection 51(25) of the *Planning Act* on February 2, 2022.

AND WHEREAS the Township has been authorized by the County to require the Developer to agree to construct and install certain watermains and water service connections, stormwater management systems, storm sewers and storm service connections, sanitary sewers and service connections, roadways, structures, sidewalks, walkways, parks, landscaping, conservation work, fencing, street lighting, traffic plan, signage and other requirements or services in compliance with the engineering plans set out in Schedule "D" to this Agreement (the "Works") and to make financial arrangements with the Township for the installation and construction of the Works before final approval of the Plan by the County.

AND WHEREAS the Township is authorized by subsection 51(26) of the *Planning Act* to enter into this Agreement to require the Developer to agree to construct and install the Works and to make financial arrangements with the Township for the installation and construction of the Works before final approval of the Plan by the County.

AND WHEREAS the Developer is required to dedicate up to 5% of the land included in the plan to the municipality for public purposes, under section 51.1(1) of the *Planning Act*, or make a cash

payment to the Township in lieu of dedicating such land. Alternatively, the municipality is authorized to accept cash in lieu of all or a portion of the conveyance under section 51.1(3) of the *Planning Act*.

AND WHEREAS the word "Developer" where used in this Agreement includes an individual, association, partnership or corporation and wherever the singular is used it shall be construed as including the plural, and the words "it", "its", "they" and "their" in reference to the Developer are interchangeable as grammatically required.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

SECTION 1 – ORDER OF PROCEDURE

1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:

- 1.1.1 pay to the Township the fee required by the Township's Tariff of Fees By-law;
- 1.1.2 pay to the Township the sum of ten thousand dollars (\$10,000.00) as a deposit in respect of the Township's engineering, planning and legal costs referred to in Section 3.2.1 herein; and
- 1.1.3 submit design drawings and supporting information to the Township outlining the services to be installed.

1.2 Prior to Registering the Agreement the Developer shall:

- 1.2.1 pay in full any outstanding taxes or drainage, local improvement charges and charges under the *Municipal Act, 2001* including outstanding sewer rates and/or water rates;
- 1.2.2 mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland;
- 1.2.3 pay in full the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township;
- 1.2.4 pay in full the amount for each housing unit within the development subject to a fee of FOUR HUNDRED DOLLARS (\$400) per unit for future installation of water meters by the Township;
- 1.2.5 deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided;
- 1.2.6 deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it; and.

1.2.7 provide the Township a signed undertaking from the Developer's Ontario Land Surveyor to provide the County's Planning Department one mylar, one white print, and an electronic copy of the registered Plan within 30 days of registration of the Plan in the Land Registry Office.

1.3 Prior to starting construction of the services in the subdivision the Developer shall:

1.3.1 Deposit with the Township securities and insurance as outlined in this Agreement;

1.3.2 remit to the County the applicable final approval fee when the final plan is being presented for the County's consideration for final plan approval;

1.3.3 obtain final approval of the Plan from the County and have obtained registration of the Plan;

1.3.4 ensure the County is advised by the Township that appropriate zoning is in effect for this proposed subdivision, prior to final approval by the County.

1.3.5 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:

1.3.5.1 the Storm Drainage Plan;

1.3.5.2 the Overall Lot Grading Plan;

1.3.5.3 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;

1.3.5.4 final approved drawings for all Works required in Schedule "D" to this Agreement;

1.3.6 submit to the Township, the Ministry of the Environment, Conservation and Parks (MECP) Consolidated Linear Infrastructure Environmental Compliance Approval (CLIECA) forms for the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works and Form I – Record of Watermains;

1.3.7 provide written confirmation of approval required for drainage, road crossings, conveyances, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction;

1.3.8 complete a pre-condition survey on surrounding properties, building, structures and utilities that are adjacent to the development site and/or along the primary Township road(s) to access the subdivision site, or as determined by the Township. The survey method used shall be acceptable to the vibration control engineer and the Developer's insurers. Pre-condition survey is to also include municipal roadway, curb and gutter, boulevard, sidewalks, fire hydrants, hydro poles, signage, etc. A copy of the preconstruction survey records shall be provided to the Township. Upon completion of construction, if required, a post-condition survey shall be completed at the request of the Township or the Developer's insurer. All cost incurred by the pre-condition and post-condition surveys shall be at the expense of the Developer;

- 1.3.9 issue advance notice of construction to adjacent properties to the development property and to properties within one (1) Township roadway block of the development, or as determined by the Township. Advance notice should include a key plan map of the subdivision property, approximate start of construction date and approximate completion of construction date for Stages 1 and 2, as outlined in Section 4.1;
- 1.3.10 arrange and attend public open house, as determined by the Township;
- 1.3.11 submit the documents, plans, and reports listed in Section 5 of Schedule "M" to the satisfaction of the Township;
- 1.3.12 submit a detailed hydrogeological report of the Lands prepared by a qualified hydrogeological engineer to the satisfaction of the Township, which report shall provide an assessment of groundwater level monitoring data from onsite piezometers which shall include data collected over a sufficient period of time to establish a "seasonal high" groundwater level across the Lands as well as a recommendation high groundwater elevation on a lot by lot basis. The recommendation high groundwater elevation for each lot is intended to ensure a minimum vertical separation from the underside of the proposed footing elevation to the seasonal high groundwater elevation at a given lot of 0.3m. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots; and

1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:

- 1.4.1 comply with all requirements of Section 8.9 of this Agreement.

1.5 Prior to any person occupying any building within the subdivision the Developer shall:

- 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.
- 1.5.2 If the Developer does not obtain final approval of the Plan from the County before July 30, 2026, and the County has not granted any extensions pursuant to subsection 51(33) of the *Planning Act*, the County's approval of the draft Plan with conditions shall automatically lapse pursuant to subsection 51(32) of the *Planning Act*. The Developer covenants and agrees that any extension requested by the Developer shall include: (a) a written explanation from the Developer for the requested extension, and (b) a resolution from the Township approving the requested extension, which must be delivered to the County's Director of Planning prior to July 30, 2026.

SECTION 2 – LIST OF ATTACHED SCHEDULES

The following schedules are attached to and form part of this Subdivision Agreement.

- 2.1 Schedule "A" - Description of Lands being Subdivided.
- 2.2 Schedule "B" - Identification of Draft Plan.

- 2.3 Schedule "C" - Township of Wellington North Municipal Servicing Standards (Current).
- 2.4 Schedule "D" - Works to be Constructed.
- 2.5 Schedule "E" - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.6 Schedule "F" - List of Lots Unsuitable for Building Purposes.
- 2.7 Schedule "G" - Owner's Final Grading Certificate.
- 2.8 Schedule "H" - List of Lands for Municipal Purposes and Easements to be Granted to the Township.
- 2.9 Schedule "I" - No Occupancy Agreement.
- 2.10 Schedule "J" - Application for Reduction of Security.
- 2.11 Schedule "K" - Form of Partial Release.
- 2.12 Schedule "L" - Conditions of Draft Approval.
- 2.13 Schedule "M" - Special Provisions and Exceptions (Section 10).
- 2.14 Schedule "N" - Covenants and Restrictions.
- 2.15 Schedule "O" - Statutory Declaration RE Payment of Accounts.

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule "L" to the satisfaction of Wellington North Power Inc., Upper Grand District School Board, Bell Canada, and a duly authorized telecommunications service provider. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule "C", the Works as in Schedule "D" to the satisfaction of the Township.

3.2 Township's Engineering, Planning and Legal Costs

3.2.1 The Developer agrees to pay the Township's cost of the Township Planner and the Township Solicitor in processing the subdivision and of the Township Engineer for checking of plans, documents and specifications and for supervision and inspection on behalf of the Township.

3.2.2 The Developer shall be billed regularly by the Township for all costs incurred by the Township with respect to this Agreement pursuant to Section 3.2.1.

3.2.3 The Developer shall reimburse the Township, for all costs incurred by the Township as referred to in Section 3.2.1 herein, within thirty (30) days of each

billing, failing which the Township and its agents shall cease all work with respect to the review of the subdivision.

3.2.4 The deposit referred to in Section 1.1.2 of this Agreement shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at final acceptance of the subdivision by the Township and the Township being satisfied, in its discretion, that all costs in Section 3.2.1 herein and any contingencies with respect to the subdivision have been paid in full.

3.2.5 The Developer shall pay to the Township, on thirty (30) days written notice from the Township, such amount as is necessary to maintain the deposit referred to in Section 1.1.2 at the sum of ten thousand dollars (\$10,000.00), failing which the Township and its agents shall cease all work with respect to the review of the subdivision.

3.3 Developer's Engineer

The Developer shall employ engineers registered with Professional Engineers Ontario and approved by the Township:

3.3.1 to prepare designs;

3.3.2 to prepare and furnish all required drawings;

3.3.3 to prepare the necessary contract(s);

3.3.4 to obtain the necessary approvals in conjunction with the Township and MECP, and other authorities having jurisdiction;

3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;

3.3.6 to maintain all records of construction in a daily construction diary, maintain accurate red line drawings during construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final "as constructed" drawings.

3.3.6.1 As Constructed drawings and Service Record Sheets shall be submitted within six (6) months from the completion of the Works, the Developer shall file with the Township's Development Technologist for review. The approved As Constructed grading plans shall be submitted to the Township's CBO.

a. Electronic files (PDF) to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests three (3) bound sets of hard copies of drawings printed on 24" x 36" paper copies and electronic files (PDF **and** AutoCAD or similar **and** GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.

b. Individual Service Record Sheets (SRS) (8.5" x 11") for each property to be submitted to the Township's Development Technologist for review, until

approved by Township, at which time the Township requests two (2) paper copies of SRS 8.5" x 11" paper copies and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for current Service Record Sheets submission requirements and template.

- 3.3.7 to act as the representative of the Developer in all matters pertaining to the construction, including public relations and communicating with existing property owners in answering their concerns;
- 3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and
- 3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development of the Subdivision, the Township Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required for the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Township Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Township's Engineer for approval and such approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until securities and insurance have been submitted to the Township as outlined in this agreement and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of their intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If the Developer fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township, or their assigned agent, may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township, or their agent, must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

Prior to the start of construction and prior to the submission of applications for the issuance of building permits, the Developer shall supply for the approval of the Township Engineer a Schedule of Works setting out the order of construction of the Works. The Township Engineer may amend this schedule and the Developer must construct, install or perform the work as the Township Engineer from time to time may direct.

3.9 Contractor

The services shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township Engineer.

3.10 Utility Costs and Charges

The Developer shall enter into a Construction Agreement and deal directly with Wellington North Power Inc. and any other applicable utility company including obtaining all approvals and permits and pay all fees and charges directly to the utility and shall be responsible for ensuring that all electrical distribution system

plans are reviewed and approved to the satisfaction of Wellington North Power Inc. and meet Wellington North Power Inc. standards for design and construction.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the subdivision as well as dust control. No roadway outside the limits of the proposed subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such consent, the Developer shall advise the Township Clerk of the date and time it wishes to close a roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township Director of Operations. At the completion of construction, the Developer's engineer shall certify to the Township that all applicable laws and regulations have been followed and will provide all documentation under these regulations.

3.13 Damage to Existing Plant

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in relocation of any existing services such as hydrants, telephone poles, hydro poles, pad mount transformers cubicles and pedestals, whether such services fall within the jurisdiction or authority of the Township or not.

3.14 Signs

3.14.1 Signs at least 4' x 6' shall be erected by the Developer at each entrance to the subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality – Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and be removed after all the roads have received a Certificate of Final Acceptance.

3.14.2 The Developer shall install and erect, at its sole expense, a sign to the satisfaction of the Upper Grand District School Board advising prospective residents about schools in the area, which sign shall be affixed to the Developer's permanent development sign.

3.15 Testing

3.15.1 The Developer shall complete the required qualitative and quantitative tests completed as part of the Works and as described in this agreement, on the approved Plans and within the current Municipal Servicing Standards. Close circuit television inspection of all sewers and lateral services, deflection testing of flexible sewer mains and infiltration/exfiltration testing on sanitary sewers will be required as per the Municipal Servicing Standards. All testing results shall be submitted via PDF to Township's Development Technologist and Township's Consulting Engineer, as soon as it is available during construction, on memory sticks in a format acceptable to the Township (e.g. MP4 for video and pdf for documents); however, a hardcopy of these results shall be included as part of the Developer's Engineer conformance letter.

3.15.2 The Township and the Township's consulting engineer reserves the right to have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require video recording or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the development and downstream of the development during construction and completion of servicing of the subdivision. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Township Engineer. Once Preliminary Acceptance of Stages 1 and 2, outlined at Section 4.1, has been granted, the Developer shall keep fire hydrants clear and free of any

obstruction. Additionally, no storage or material (ie. vehicles, house building material, dumpsters, storage container. etc) is permitted within the roadway so that emergency access is maintained.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent owner of lots or blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent owner of the lots or blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township By-law Enforcement Officer, the Township may give written notice to the Developer or lot owner. If the Developer or each subsequent owner of lots or blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent owner of the lots or blocks within the Plan forthwith upon demand. The burning of construction refuse, debris or weeds is prohibited.

3.19 Dust Control

Until the final acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this purpose the Township Manager of Transportation shall notify the Developer in writing from time to time of the requirements of the Township. The Developer shall provide a written dust control plan that includes a schedule of road sweeping and dust suppression.

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Township and where those streets are not extensions of existing streets that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County.

3.21 Municipal Street Numbers

3.21.1 All lot, block or building numbers for use within the Plan shall be allocated by the Township Clerk. To obtain such allocation the Developer shall furnish the Township Clerk with a copy of the Plan as registered upon which the Township Clerk will designate the proper numbers for each lot, block or building.

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each lot or block within the Plan, the lot or block number as shown on the Plan and the

street number and lot or block number for each lot or block prior to the issuance of a Building Permit for that lot or block which sign shall remain until such time as the building on such lot or block is occupied in accordance with the provisions of this Agreement.

3.21.3 Each owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

3.22 Placement of Asphalt

Placement of asphalt on frozen roadbed is prohibited. Binder course asphalt shall not be placed unless the air temperature is a minimum of 2°C and rising. Surface asphalt shall not be placed unless the air temperature is a minimum of 7°C and rising.

3.23 Traffic Plan

The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township. Any costs associated with the implementation of such a plan, including, but not limited to, the installation and maintenance of construction information and detour signage, shall be borne by the Developer. All repair of damage or maintenance required to surrounding highways shall be at the Developer's cost.

3.24 Utilities

The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other services to the final grade to the satisfaction of the Township. Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunications, etc.) shall be installed at no cost to the Township. The Developer covenants and agrees to make satisfactory arrangements enter into an agreement or agreements with the appropriate providers of communications, natural gas, electricity and other utilities for the provision of such services to this plan of subdivision, and to satisfy all requirements, including, but not limited to the maintenance and repair of their facilities and equipment until final acceptance of the Works. The Developer is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands, prior to registration of the plan of subdivision.

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Township will grant Preliminary Acceptance of servicing based upon four (4) stages of construction; and when the development is phased, within the whole of each phase as approved by the Township. Stages of construction are as follows:

- Stage 1 – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot, plus any required Storm Water Management Works, including preparation and submission of applicable operation and maintenance manuals..
- Stage 2 – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- Stage 3 – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- Stage 4 – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

4.2 Inspection and Preliminary Acceptance of Works

When all of the services in any stage of servicing as identified in section 4.1 have been completed and the Township Engineer has received written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans, the current Municipal Servicing Standards and specifications in this Agreement or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance once all stages of the Works have been completed, and following completion of the guaranteed maintenance period for each stage that is outlined in Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Township and the Township:

- is satisfied the applicable services have been completely installed;
- is satisfied all testing on the applicable services, including all required CCTV inspections, as found in the current Municipal Servicing Standards have been completed and found to be acceptable;
- is satisfied all repairs or maintenance work on the applicable services have been completed;
- has approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- has received as-built drawings as described in Section 3.3.6.1.

4.4 Acceptance During Winter Months

The Township will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Township

The Developer agrees that:

- a) the Works may be used prior to acceptance by the Township, or other authorized persons for the purposes for which such Works were designed;
- b) such use shall not be deemed an acceptance of the Works by the Township; and
- c) such use shall not in any way relieve the Developer of its obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the issuance of the Certificate of Final Acceptance of the subdivision by the Township, the Developer shall deliver to the Township a statement from an Ontario Land Surveyor approved by the Township that after the completion of the subdivision work, all survey monuments and iron bars exist or have been replaced as shown on the registered plan where the lot corners and boundaries are on a public street or a road allowance or have a common boundary with any other lands owned by the Township prior to the registration of the plan or conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works described shall vest in the Township and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all subdivision services and Works including hydro costs for streetlights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for a minimum of two (2) years from the date of the Certificate of Preliminary Acceptance of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

5.2.1 The Developer will be responsible for the maintenance of the roads until Final Acceptance, as described in Section 4.1.

5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.

5.2.3 The Developer shall be responsible for all winter road maintenance within the subdivision, including snow plowing and sanding of roadways and sidewalks, snow removal from site as required, and snow removal around all fire hydrants. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that the Developer might have arising therefrom and covenants that the Developer will make no claim against the Township for such interference or damage. Representation may be made

requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the subdivision.

5.3 Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of their obligations under this Agreement.

5.4 School Access

The Developer shall install and maintain adequate sidewalks and lighting, and provide winter maintenance (as particularized in Section 5.2.3 of this Agreement), for the purpose of providing a safe means of travel for school aged children to walk to schools or to school bus "student collection areas", to the satisfaction of the Upper Grand District School Board and the Township. Failure on the part of the Developer to provide any of the foregoing shall constitute an "emergency", in which case, the Township may immediately enter upon the Lands to remedy and be compensated by the Developer for same in accordance with Section 5.2.3 of this Agreement.

5.5 Street Lighting

5.5.1 The Developer shall be responsible for the maintenance of all street lighting and hydro poles until Final Acceptance, as described in Section 4.1.

5.5.2 The Developer shall be responsible for all hydro cost for street lighting within the development until Final Acceptance. The Developer will coordinate billing with the local utility companies.

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Storm Drainage Plan as approved by the Township Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the lots and blocks in the Plan, are the sole responsibility of the Developer and each subsequent owner of lots or blocks within the Plan, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be

constructed from the limits of the subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer shall prepare and implement a Vegetation Preservation Plan satisfactory to the Township, which evaluates the opportunity for the protection of trees and describes tree protection measures to be implemented by the Developer. The Developer must preserve all healthy trees on the Lands as stipulated by the Township, except for those identified in an approved Vegetation Preservation Plan for removal. The Township may require the Developer to remove all dead trees, including limbs and stumps, from any land which is to be dedicated or transferred to the Township pursuant to this agreement. Replacement trees may be required by the Township for dead trees. All such dead trees, limbs and stumps must be disposed of in an authorized disposal site acceptable to the Township and at the Developer's cost. All healthy trees removed by the Developer without the written approval of the Township, and all healthy trees that are damaged, on any land being dedicated or transferred to the Township must be replaced by the Developer to the satisfaction of the Township. The Township may require that any dead trees, or portions of dead trees, including, but not limited to, trees, limbs and stumps on any portion of the Lands that is not being dedicated or transferred to the Township in fee simple, be removed by the Developer. Where tree or significant vegetation removals are required, the Vegetation Preservation Plan shall identify locations where compensatory planting can be installed and shall provide a detailed plan for installations, to the satisfaction of the Township.

6.3 Lots Unsuitable for Building

Any lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the making of an application for the issuance of a building permit for any lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential lots and blocks, pre-grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the final grading once a building permit has been issued. All work done by the Developer must be of such a nature as to ensure

that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.4.1 A detailed noise study was prepared by SLR Canada dated April 2022 which recommended a MECP Type E warning clause be included in all Purchase and Sale Agreements for all Lots and Blocks within the Development and registered on title.

6.5 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a lot or block within the Plan until:

6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or an Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:

6.6.1.1 the proposed finished elevation of these lands at each corner of the lot or block;

6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;

6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;

6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;

6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;

6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and

6.6.1.7 the lot and registered Plan number, the municipal address for the subject lot or block and the proposed location of the building thereon in relation to the lot or block boundaries.

6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

6.6.3 The Lot Grading Plan proposed by the Developer shall provide for the minimum recommended basement/groundwater separation on all lots within the plan of subdivision set out in the hydrogeological report required under Section 1.3.12 of this Agreement.

- 6.7 Owner's Final Grading Certificate
- 6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,
- 6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next
- 6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.
- 6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
- 6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.
- 6.7.6 The owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the lot or block for which regrading was carried out and shall be payable forthwith. The owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.
- 6.8 Obligation to Maintain Grading
- After the building lot or block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building lot or block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building lot or block. It is agreed and

understood that subsection 51(26) of the *Planning Act*, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any lot or block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any lot or block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51(26) of the *Planning Act*, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any lot or block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lots or blocks within the Plan from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township

Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule "H" of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule "H" of this Agreement.

7.3 Rear Yard Storm Swale and Structures

Any and all rear yard storm swale and structures not located within a municipal easement shall be maintained by the Developer, and each subsequent owner of lots or blocks within the Plan, including all cost associated to maintenance and repair. The Township is not responsible for any future shared cost.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Township", unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township's permission to divide the area of the subdivision into convenient phases.

8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer

may furnish the required securities for that part of the Works to be constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

- 8.3.3 The Lands shall be made subject to a specific Holding Zoning ("H") provision by means of a by-law to be passed by the Township under Section 36(1) of the *Planning Act*, R.S.O. 1990, c.P.13 at the Developer's expense.
- 8.3.4 The Township shall not be obliged to pass a by-law under Section 36 of the *Planning Act* removing the Holding Zoning ("H") from the Lands until the following matters have been addressed to the satisfaction of the Township: (a) Township Council passes a by-law removing the holding symbol from the Lands once it is satisfied that the lands have been consolidated with abutting lands to achieve an area that is appropriate for development within the R2 zone; (b) Township Council passes a resolution assigning water and sanitary servicing capacity; (c) stormwater management has been adequately addressed to the satisfaction of the Township; Township Council shall not be obliged to consider a resolution until the Developer has satisfied all requirements of this Agreement for the servicing of the phase of the development, a determination of availability of servicing capacity has been made by the Township, and the Developer is not in default of any provision herein.
- 8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.
- 8.3.6 The plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township prior to the County's granting final approval of such plan or phases.
- 8.3.7 Prior to final approval and registration of any phase of the plan, the Developer is to obtain written confirmation from the Township and to submit same written confirmation to the County and shall confirm to the satisfaction of the County that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be provided when required.
- 8.3.8 Prior to final approval and registration of any phase of the plan, the Developer is to obtain written confirmation from the Township and to submit same written confirmation to the County and shall confirm to the satisfaction of the County either that adequate sewage capacity is available and has been allocated in the sewage treatment system for the subject plan or phase, or that satisfactory arrangements have been made to ensure that adequate capacity will be provided when required.
- 8.3.9 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this subdivision, or other subdivisions of the Developer herein within the Township, may not proceed.

8.4 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Indemnity and Insurance

8.5.1 **Indemnity** - The Developer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township, the Township consulting engineer, its elected officials, officers, employees, volunteers, agents, contractors, consultants, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly, as a result of this Agreement, the Lands, the Services, or as a result of any other matter or thing in connection therewith or pertaining thereto (including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances, including the clean-up of existing roads) required to be performed by the losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Developer, its agents, employees or sub-contractors. This includes claims pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 in tort, contract, or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Township, its agents, or servants acting as agents of the Developer.

8.5.2 **Insurance** - It is the responsibility of the Developer and its insurance broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Works. The Developer shall insure its undertaking, business, and equipment under the following coverage so as to protect and indemnify and save harmless the Township and its Agents:

- i.) **General Liability Insurance:** The Developer shall obtain and maintain in full force and effect a policy of comprehensive **general liability insurance, completed operations insurance, and owned and non-owned automobile liability insurance** shall provide coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Developer. Such policy or policies shall be issued in the joint names of the Developer, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 5.1 of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible. Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.
- ii.) Prior to the commencement of the Works, the Developer's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- iii.) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- iv.) The Township's claims process for third party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the contractor. This applies regardless of whether or not it is an insured loss.

Neither the issuance of the policy of insurance, nor the acceptance of the policy of insurance by the Township, will be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible. The Developer acknowledges and agrees that if the insurance policy is inadequate to cover a claim for which the Developer might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Developer might otherwise

be responsible, the Township may utilize any securities provided by the Developer under this Agreement to satisfy the claims.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business, as found listed in the signing page of this Agreement, and shall be effective as of the date of the deposit thereof in the post office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Lands both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgage Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the lots or blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for lots or blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any lot or block or part of a lot or block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing as outlined in Section 4.1 for that phase of the subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township;

8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;

- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on lots or blocks that may be listed in Schedule "F" hereto;
- 8.9.5 the signs denoting "Unassumed Roads" have been installed at the entrances to the subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") provided for in Schedule "M" of which the sum of \$100.00 is non-refundable.
- 8.9.8.1 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner's Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject lot or block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.2 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.3 With respect to repair of damage to the Works, in the event that the Developer fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Developer and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot or block for which repairs were carried out, and shall be payable forthwith;
- 8.9.8.4 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule "M" of which the sum of \$100.00 is non-refundable.
- 8.9.8.5 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the lot has been completed, and in the event that the Developer fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township

Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Developer and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;

8.9.9 payment to the Township by cash in the amount of the current applicable development charges per lot or block in the Plan under the Township's development charges by-law;

8.9.10 payment to the Upper Grand District School Board by cash in the amount of the current applicable education development charges per lot or block in the Plan under the Upper Grand District School Board's education development charges by-law;

8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6;

8.9.12 prior to issuance of building permits for this development, a Professional Engineer qualified to perform acoustical services in the Province of Ontario shall review the builder's plans to ensure that the sound control measures as recommended in the noise feasibility study prepared by SLR Canada dated April, 2022;

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the lots or blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

8.10.1 Preliminary Acceptance has been granted for Stage 3 servicing for the phase of the subdivision including the lot or block;

8.10.2 the roadway from the entrance of the subdivision to and including the lot or block of which the building is a part, has received the base course asphalt;

8.10.3 the water meter idler spacer has been installed in a horizontal position on the water service pipe within 1.0m of where the water supply comes into the house to accommodate the installation of future water meter as per the current Municipal Servicing Standards;

8.10.4 all sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official;

8.10.5 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;

8.10.6 the traffic and street signs have been installed and approved by the Township Engineer;

8.10.7 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;

- 8.10.8 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;
- 8.10.9 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and
- 8.10.10 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

- 8.11.1 Pursuant to Section 8.9, building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.
- 8.11.2 The maximum amount of special building permits and model home permits shall be a total of one (1).

8.12 Right to Enter into an Agreement

- 8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.
- 8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and

perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any lot or block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services, outlined at Section 4.1. Within twelve (12) months of the date of completion of the Works of Stage 2, the Developer shall complete the installation of the Stage 4 Works, outlined at Section 4.1. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a plan of subdivision.

8.16 No Township Liability

8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any

obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the *Land Titles Act*, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Road Entrance Policy

The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township road entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 The development charges payable to the Township shall be paid in accordance with the current development charges by-law of the Township and this section. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the *Planning Act*;

- 9.1.1.2 connections to water and sewer facilities installed at the expense of the Developer:
and
- 9.1.1.3 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the development charges by-law, and are not charges related to development within the meaning of the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended.
- 9.1.2 The Developer covenants and agrees as follows:
- 9.1.2.1 **Early DC Payment.** If provided for in the current development charges by-law pursuant to Section 26 of the *Development Charges Act, 1997*, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.
- 9.1.2.2 **Regular DC Payment.** The Developer further covenants and agrees to pay all other development charges under the applicable development charges by-law of the Township, or under any other development charges by-law, if not paid earlier, at the time of building permit issuance in an amount to be calculated at the full rate applicable at the time of individual building permit issuance.
- The Developer hereby releases and forever discharges the Township from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector’s roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector’s roll according to the registered Plan.
- 9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, R.S.O. 1990, c.D.17, and the *Municipal Act, 2001*, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township’s share of any charges made under the said *Drainage Act*, and the said *Municipal Act, 2001* for facilities presently servicing the Lands and assessed against it.
- 9.1.5 The Developer agrees to pay all charges for cash in lieu of parkland and shall be submitted to the Township by cash or certified cheque. Cash in lieu of parkland

fees shall be calculated using the current Township's Fees and Charges by-law and the calculation shall include number of units within the development, including blocks that have been divided into townhouse lots.

9.2 Securities

Prior to the start of construction, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer; or

9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 All letters of credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All letters of credit referred to in this Section 9.2 shall contain the following clause:

"It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this letter of credit to be renewable for any additional period."

9.2.5 Unless each and every letter of credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that letter of credit.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction with the first reduction occurring with the completion of Stage 1 and Stage 2.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "J" attached hereto.

9.3.3 The application shall include written confirmation from the Developer's Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Upon receipt by the Township of a deposit or deposits for any lot on the Plan as provided for in paragraph I on Schedule "M", the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the subdivision, the

Developer shall supply the Township with a Statutory Declaration, found in Schedule "O", that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30. and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said *Construction Act*, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Township shall execute a partial release of this Agreement, in the form attached hereto as Schedule "K", and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Township shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

The Developer and the Township agree that the provisions set forth in the attached Schedule "M" form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule "M".

SECTION 11 – SIGNATURES

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the Developer.

THIS AGREEMENT is executed by the Township this ____ day of _____, 2023.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk
We have authority to bind the Corporation.

940749 ONTARIO LIMITED

James Coffey, President
I have authority to bind the Corporation.

DEVELOPER'S MAILING ADDRESS:	206 George Street
	_____ Arthur Ontario NOG 1A0 CITY PROVINCE POSTAL CODE
DEVELOPER'S PHONE NUMBER:	519-848-2819
DEVELOPER'S EMAIL ADDRESS:	jcoffey@royallepage.ca

SCHEDULE "A" OF THE SUBDIVISION AGREEMENT

DESCRIPTION OF LANDS BEING SUBDIVIDED

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

PART PARK LOT 4, N/S DOMVILLE STREET, CROWN SURVEY, PART 1 PLAN
61R22025,; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71095-0361 (LT)

SCHEDULE "B" OF THE SUBDIVISION AGREEMENT

IDENTIFICATION OF DRAFT PLAN

County of Wellington File No. 23T-180007 Project drawing No. 18065 last revised on April 16, 2021, prepared by GSP Group, and the boundary certified by Derek Gibson Graham, OLS, showing Single-Detached Residential Lots 1-5, 8-12 (10 units); Semi-Detached Residential Lots 6-7, 13-14 (8 units); Townhouse Blocks 15 & 16 (8 units); Multiple Residential Block 17 (24 units); Storm Management Blocks 18-19 and Road (0.54 ha) on a total of 2.34 hectares of land.

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT

Township of Wellington North Municipal Servicing Standards

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current Municipal Servicing Standards of the Township of Wellington North.

SCHEDULE "D" OF THE SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

1. Forest View Estates, Township of Wellington North, Drawing set, dated August 28, 2023, prepared by S. Burnett & Associates Limited including the following drawings:

Dwg #	Drawing Name /Description	Date	Revision #
	Cover Letter		
C0.1	Drawing Index & General Notes	28-AUG-2023	8
C2.01	Existing Site Plan & Removals	28-AUG-2023	8
C2.02	Proposed Site Plan	28-AUG-2023	8
C2.03	Proposed Grading Plan	28-AUG-2023	8
C2.04	Plan & Profile Street A: 0+000 TO 0+391	28-AUG-2023	8
C2.05	Pre-Development Stormwater Management Drainage Plan	28-AUG-2023	8
C2.06	Post-Development Stormwater Management Drainage Plan	28-AUG-2023	8
C2.07	Sanitary Drainage Plan	28-AUG-2023	8
C2.08	Erosion & Sediment Control Plan Approx. Topsoil Stockpiles Plan	28-AUG-2023	8
C2.09	Composite Utility Plan	28-AUG-2023	8
C2.10	Proposed Street Sign Locations	28-AUG-2023	8
C5.1	SWMF – Ponds Layout	28-AUG-2023	8
C5.2	SWMF – Ponds Cross Sections & Details	28-AUG-2023	8
C5.3	Standard Details	28-AUG-2023	8
C5.4	Standard Details	28-AUG-2023	8
C5.5	Standard Details	28-AUG-2023	8

2. Domville Street, Arthur, Electrical and Street Lighting Drawing Set, dated August 30, 2023, prepared by S. Burnett & Associates Limited and Tatham Electrical & Mechanical, including the following drawings:

Dwg #	Drawing Name /Description	Date	Revision #
EL1.0	Key Plan and Drawing List	30-AUG-2023	8
EL1.1	Site Plan: Electrical Power	30-AUG-2023	8
EL2.1	Single Line Diagram: Power	30-AUG-2023	8
L1.1	Site Plan: Street Lighting	30-AUG-2023	8
L2.1	Street Lighting Photometrics	30-AUG-2023	8
L3.1	Single Line Diagram: Lighting	30-AUG-2023	8
L4.1	Electrical Details – Sheet 1	30-AUG-2023	8
L4.2	Electrical Details – Sheet 2	30-AUG-2023	8
L4.3	USF Standards	30-AUG-2023	8
L4.4	USF Standards	30-AUG-2023	8


3. Additional drawings and reports including the following:

Dwg #	Drawing Name /Description	Date	Prepared By:
	Storm and Sanitary Sewer Design Sheets	August 2, 2023	S. Burnett & Associates Limited
	EastLink Design Drawings	March 9, 2023	
	Form SS1-WW-Forest View Estates	May 17, 2023	
	Form SW1-WTM-Forest View Estates	May 17, 2023	
	Form SW2-STM-Forest View Estates	May 17, 2023	
	Forest View Estates, Duct Design	Feb. 22, 2022	Wightman
	Domville Street, Arthur, Wellington North, Bell Design DWGs		
	Environmental Compliance Approval Application	August 7, 2022	S. Burnett & Associates Limited
	Forest View Estates, Hydrogeological Report	August 11, 2020	S. Burnett & Associates Limited
	Forest View Estates, Environmental Noise Assessment	April 2022	SLR Canada
	Forest View Estates, Storm Water Management and Functional Servicing Report	January 17, 2023	S. Burnett & Associates Limited

SCHEDULE "E" OF THE SUBDIVISION AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS

Cost estimate is dated September 6, 2023 prepared by S. Burnett & Associates Limited

	Project:	Forest View Estates
	SBA Job #:	D13001
	Version:	3
	Date:	2023-09-06
		ESTIMATED TOTAL
SCHEDULE A - MISCELLANEOUS COSTS	\$	31,500.00
SCHEDULE B - EARTHWORKS	\$	13,350.00
SCHEDULE C - SANITARY SEWER	\$	123,160.00
SCHEDULE D - STORM SEWER	\$	287,240.00
SCHEDULE E - WATERMAIN	\$	90,520.00
SCHEDULE F - ROADWORKS	\$	241,122.50
SCHEDULE G - SWM FACILITIES	\$	97,620.75
SCHEDULE F - STREET LIGHTING	\$	48,056.00
SCHEDULE I - EXTERNALS	\$	36,650.00
	CONSTRUCTION TOTAL	\$ 969,219.25
	ENGINEERING (10%)	\$ 96,921.93
	CONTINGENCY (10%)	\$ 96,921.93
	TOTAL	\$ 1,163,063.10
	HST (13%)	\$ 151,198.20
	GRAND TOTAL	\$ 1,314,261.30



Project Forest View Estates
 SBA Job #: D13001
 Version 3
 Date 2023-09-06

CONSTRUCTION COST ESTIMATE
**Cost Estimates are derived from Tender Pricing*

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE A - MISCELLANEOUS COSTS					
A1	Mobilization & Demobilization	1	LS	\$ 12,000.00	\$ 12,000.00
A2	Supply, Erect and Maintain Signs and Traffic Control Devices and Maintain Traffic Flow	1	LS	\$ 3,800.00	\$ 3,800.00
A3	Utility Location & Construction Layout	1	LS	\$ 9,700.00	\$ 9,700.00
A4	Environmental Mitigation Measures	1	LS	\$ 6,000.00	\$ 6,000.00
				SUBTOTAL	\$ 31,500.00
SCHEDULE B - EARTHWORKS *Site Stripping & Fill Import was Completed under the Site Alteration Agreement Executed in 2022					
B1	Cur ROW & Transport to adjacent lots	1500	cu m	\$ 8.90	\$ 13,350.00
				SUBTOTAL	\$ 13,350.00
SCHEDULE C - SANITARY SEWER *Site Stripping & Fill Import was Completed under the Site Alteration Agreement Executed in 2022					
C1	Supply & Place 200mm Dia. PVC DR 35 Sanitary Sewer	242	m(l)	\$ 170.00	\$ 41,140.00
C2	Supply and Place 1200mm Dia. MH	4	ea	\$ 7,600.00	\$ 30,400.00
C3	Supply & Place Sanitary Sewer Services, 125mm PVC DR28, c/w Cleanout & Cap at Property Line	26	ea	\$ 970.00	\$ 25,220.00
C4	Sanitary Sewer Testing				
a)	Mandrel Testing, Leakage Testing, etc	1	LS	\$ 5,000.00	\$ 5,000.00
b)	CCTV Inspection	1	ea	\$ 5,000.00	\$ 5,000.00
i)	Mainline only (Prior to Top Course Asphalt)	1	ea	\$ 5,000.00	\$ 5,000.00
ii)	Mainline and Services to Property Line (Prior to Preliminary & Final Acceptance)	2	ea	\$ 8,200.00	\$ 16,400.00
				SUBTOTAL	\$ 123,160.00
SCHEDULE D - STORM SEWER					
D1	Supply & Place Storm Sewermain (incl. Catchbasin Leads)				
a)	200mm dia. PVC SDR 35	41	m(l)	\$ 140.00	\$ 5,740.00
b)	250mm dia. PVC SDR 35	40	m(l)	\$ 150.00	\$ 6,000.00
c)	300mm dia. PVC SDR 35	60	m(l)	\$ 165.00	\$ 9,900.00
d)	375mm dia. PVC SDR 35	30	m(l)	\$ 185.00	\$ 5,550.00
e)	300mm dia. Concrete	276	m(l)	\$ 220.00	\$ 60,720.00
f)	450mm dia. Concrete	102	m(l)	\$ 240.00	\$ 24,480.00
g)	525mm dia. Concrete	102	m(l)	\$ 265.00	\$ 27,030.00
D2	Supply & Place Catchbasin Manhole (OPSD 701 010)	11	ea	\$ 5,350.00	\$ 58,850.00
D3	Supply & Place Catchbasins (OPSD 705 010)	2	ea	\$ 2,700.00	\$ 5,400.00
D4	Supply & Place Rear Lot Catchbasins (OPSD 705 010)	9	ea	\$ 2,450.00	\$ 22,050.00
D5	Supply & Place Storm Sewer Services, 150mm PVC DR28, c/w cap at Property Line	26	ea	\$ 1,020.00	\$ 26,520.00
D6	Storm Sewer Testing				
a)	Mandrel Testing, etc	1	LS	\$ 3,000.00	\$ 3,000.00
b)	CCTV Inspection (including all rear/side yard sewer and services to property line)	1	ea	\$ 10,500.00	\$ 10,500.00
D7	Supply & Place OGS (Storceptor Model EF08, 2400mm dia.)	1	LS	\$ 21,500.00	\$ 21,500.00
				SUBTOTAL	\$ 287,240.00



Project Forest View Estates
 SBA Job # D13001
 Version
 Date 2023-09-06

CONSTRUCTION COST ESTIMATE
**Cost Estimates are derived from Tender Pricing*

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE E - WATERMAIN					
E1	Supply & Place 150mm Dia PVC DR-18 Watermain	276	m(l)	\$ 170.00	\$ 46,920.00
E2	Supply & Place Fire Hydrant c/w Valve and Lead	2	ea	\$ 7,500.00	\$ 15,000.00
E3	Supply & Install Water Service, 25mm PLX c/w Mainstop, Curbstop, Saddle Connection, etc.1	26	ea.	\$ 1,100.00	\$ 28,600.00
E4	Supply & Install 25mm Temporary Blow Off	1	Ea.	\$ 970.00	\$ 970.00
E5	Temporary Connection(s) c/w Backflow Protection, Pressure Testing, Swabbing, Disinfection, Bacteriological Testing	1	LS	\$ 4,500.00	\$ 4,500.00
SUBTOTAL					\$ 90,520.00
SCHEDULE F - ROADWORKS					
F1	Preparation & Fine Grading of Roadway & Boulevards	5205	sq m	\$ 1.40	\$ 7,287.00
F2	Supply, Placement & Compaction of Road Materials				
a)	Granular 'B' (450mm depth)	2665	tonne	\$ 19.50	\$ 51,967.50
b)	Granular 'A' (150mm depth)	790	tonne	\$ 22.00	\$ 17,380.00
c)	HL4 (50mm depth)	300	tonne	\$ 121.00	\$ 36,300.00
d)	HL3 (40mm depth)	740	tonne	\$ 135.00	\$ 100,000.00
F3	Supply & Place 150mm Subdrain (Perforated, Wrapped in Filter Cloth & Connection to Structures)	520	m(l)	\$ 26.00	\$ 13,520.00
F4	Supply & Place Mountable Curb & Gutter (OPSD 600-100)	520	m(l)	\$ 48.00	\$ 24,960.00
F6	Supply & Place Concrete Sidewalk, incl. Granular A Bedding				
a)	1.5m wide (OPSD 310-010)	314	sq m	\$ 82.00	\$ 25,748.00
b)	1.8m wide (OPSD 310-020)	105	sq m	\$ 87.00	\$ 9,135.00
F5	Transfer Topsoil from Stockpile & Spread within Boulevard Areas, 200mm Depth	1950	sq m	\$ 3.00	\$ 5,850.00
F10	Sodding within Boulevard Areas	1950	sq m	\$ 8.50	\$ 16,575.00
SUBTOTAL					\$ 241,122.50
SCHEDULE G - SWM FACILITIES					
G1	Construction of Stormwater Management Facilities				
a)	Excavation to Subgrade Elevations (approx. 270 m ³)	1	LS	\$ 5,940.00	\$ 5,940.00
b)	Supply & Placement of Concrete Headwalls (OPSD 804-030)	2	Ea.	\$ 5,840.00	\$ 11,680.00
c)	Supply & Placement of Pond Outlet Control Structures (OPSD 705-010) c/w Orifice Plates	2	Ea.	\$ 3,750.00	\$ 7,500.00
d)	Construct Redi-Rock Retaining Wall (Block 18) Approx. 1.5m H x 46.0m L	1	LS	\$ 22,500.00	\$ 22,500.00
e)	Construct Redi-Rock Retaining Wall (Block 19) Approx. 1.8m H x 45.0m L	1	LS	\$ 28,500.00	\$ 28,500.00
f)	Supply & Place Rip-Rap Protection, c/w Geotextile Lining (Terrafla 270R or Approved Equivalent)	50	sq m	\$ 75.00	\$ 3,750.00
g)	Supply & Place Turfstone Emergency Overflows	18	sq m	\$ 200.00	\$ 3,600.00
h)	Supply & Install Clay Liner as specified on Drawings (300 mm thick)	606	sq m	\$ 13.00	\$ 7,878.00
i)	Spread Topsoil (200mm depth) & Hydroseed	653	sq m	\$ 10.25	\$ 6,672.75
SUBTOTAL					\$ 97,620.75



Project: Forest View Estates
 SBA Job #: D13001
 Version:
 Date: 2023-09-06

CONSTRUCTION COST ESTIMATE
**Cost Estimates are derived from Tender Pricing*

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
SCHEDULE H - STREET LIGHTING					
H1	Street light cable (#6 Cu, 120V)	417	m(l)	\$ 16.00	\$ 6,672.00
H2	Street light, base, pole luminaire and grounding (55W LED)	7	ea	\$ 4,800.00	\$ 33,600.00
H3	Street lighting pedestal (including secondary feed to transformer, vault and grounding)	1	ea.	\$ 5,600.00	\$ 5,600.00
H4	53mm dia conduit including pull rope	273	m(l)	\$ 8.00	\$ 2,184.00
SUBTOTAL					\$ 48,056.00
SCHEDULE I - EXTERNALS					
I1	Supply & Place 150mm dia PVC DR18 Watermain	110	m(l)	\$ 170.00	\$ 18,700.00
I2	Restoration of External Lands (Rail Corridor)	1	LS	\$ 7,450.00	\$ 7,450.00
I3	Construct Trail Access Pathway c/w Trail Gate and 7.5m, 450mm dia, HDPE Culvert	1	LS	\$ 10,500.00	\$ 10,500.00
SUBTOTAL					\$ 36,650.00

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3

None.

SCHEDULE "G" OF THE SUBDIVISION AGREEMENT

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the "Township") that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.		STREET	
MUNICIPALITY			
LOT/BLOCK		REGISTERED PLAN NO.	

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yards and that there is no area of the property which is subject to ponding of water.
4. When taking everything into consideration, it is our opinion that proper drainage has been provided on the subject property.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 202__.

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

NOTE: Copies of this Owner's Final Grading Certificate are available at the Township's Building Department.

SCHEDULE "H" OF THE SUBDIVISION AGREEMENT

LANDS AND EASEMENTS TO BE CONVEYED TO THE TOWNSHIP:

1. Public Highways

The streets to be constructed in this development shall be conveyed and dedicated to the Township for public highway purposes at no cost to the Township and free of all liens and encumbrances.

2. Easements

The Developer shall grant at its expense and in favour of the Township and/or County easements for municipal services and drainage purposes over the following lands:

Storm

- Part lot 1
- Part lot 3 and 4
- Part lot 6 north and 7 south
- Part lot 8
- Part lot 10 and 11
- Part lot 13 north, 14 south, 14 north, lot 15 and lot 16

Watermain

- Part lot 16 north

3. Municipal Blocks

The Developer shall convey Blocks 18 and 19 free of all liens and encumbrances, to the Township for municipal purposes, exclusive of parkland.

SCHEDULE "I" OF THE SUBDIVISION AGREEMENT

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 202__.

(Name of Developer)

PER:

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Mayor

Clerk
We have authority to bind the Corporation

SCHEDULE "J" OF THE SUBDIVISION AGREEMENT

APPLICATION FOR REDUCTION OF SECURITY

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
DEVELOPER: *(Name of Developer)*
AGREEMENT: *(Date of Subdivision Agreement)*
PROPERTY: *(Legal Description of Property)*
APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer's Engineer)* being the Developer's Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer's Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer's Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 202__.

(Signature of Developer's Engineer)

(Name of Developer's Engineer)

SCHEDULE "K" OF THE SUBDIVISION AGREEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

_____ Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____). County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 202__.

Clerk

SCHEDULE "L" OF THE SUBDIVISION AGREEMENT

CONDITIONS OF DRAFT APPROVAL

The Conditions of Approval for Draft Plan of Subdivision 23T-18007 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-18007 dated the 2nd day of February, 2022 which is on file at the offices of The Corporation of the County of Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9 and at the offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

DEVELOPER – 940749 Ontario Limited

SECTION 10 - SPECIAL PROVISIONS AND EXCEPTIONS

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and.
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township's Engineer.
4. That the fencing of the storm water management areas, Block 18 and Block 19; is to the satisfaction of the Township.
5. Prior to any grading or construction on the site and prior to registration of the plan of subdivision, the Developer shall submit the following documents, plans and reports to the satisfaction of the Township:
 - (a) A detailed 'Storm Water Management Report' prepared by a technically qualified consultant in accordance with the prevailing Ministry of Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Township. The Report shall detail the methods that will be used to control stormwater including erosion and sedimentation control within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a

provision whereby the Township will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) Detailed 'Lot Grading and Drainage Plans' showing existing and proposed grades, prepared in accordance with the prevailing MECP planning and design guidelines and other related technical criteria as determined by the Grand River Conservation Authority.
- (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of construction and grading and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
- (d) A Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the Township, if applicable.

6. Watermain commissioning, flushing and monitoring program

- (a) The Township requires a watermain commissioning, flushing and chlorine residual monitoring to be implemented. The Developer will be responsible for preparing plans for the commissioning, flushing, and chlorine residual monitoring for review and approval by the Township. The Township's Environmental Services Department will continue to monitor the residual levels and flush until final acceptance, as required; however, the Developer will be responsible for all costs associated with the implementation of the plan for Township staff to perform the monitoring of the residual levels and flushing work and will be charged in accordance with the most current fees as found in the Township's fees and charges by-law. The Developer agrees to allow the Township to access the Lands until Final Acceptance has been achieved to implement the monitoring program. The Developer will continue to maintain access to roadways within the entire development and fire hydrants which includes snow removal of all roadways and fire hydrants as found in section 5.2.3 of this Subdivision agreement to ensure that Township staff can adequately obtain water samples and locations for flushing.

7. Sanitary sewer flow monitoring

- (a) Prior to the placement of surface asphalt and prior to final acceptance of Stage 1, the Developer shall implement a flow monitoring program to illustrate that any Inflow and Infiltration does not exceed the MECP guidelines and industry best management practices at the request of the Township. Furthermore, the flow monitoring program shall be conducted through the spring or fall during wet weather conditions. All costs associated with the flow monitoring program shall be the Developer's responsibility.

8. Noise Attenuation Measures

- (a) The Developer shall implement all specific noise control measures recommended in the Noise Feasibility Study prepared by SLR Canada dated April 2022. Prior to occupancy of any of the building units, the Developer shall provide certification to the Director of Operations through a Professional Engineer that the noise control measures have been implemented in accordance with the Noise Feasibility Study of prepared by SLR Canada dated April 2022.

9. Maintenance of the storm water management facility, park blocks, walkways, pipe blocks and related infrastructure

- (a) the Developer is responsible, including all associated costs, to ensure that the storm water management facility and all related storm water quality and quantity appurtenances shall be maintained during all phases of the development and as such may require maintenance and repair upon the completion of each phase or as directed by the Township, and shall as a minimum include, but not be limited to, cleaning out all accumulated sediment and debris from SWM facilities (e.g. OGS; pond) and restoration of all disturbed areas prior to Final Acceptance of Stage 4.

- (b) Grass maintenance of SWM Pond Blocks 18/19 shall be maintained during all phases of the development until Final Acceptance of Stage 4, as such shall include a grass cutting schedule which incorporates at a minimum weekly grass cutting between the months of May to July and biweekly grass cutting between the months of August to October. Frequency of grass cutting may be altered due to the seasonal rainfall events, droughts, or as determined by the Township. The Developer is responsible for all associated grass cutting costs.
- (c) The guaranteed maintenance period for each phase of the development is as described in Section 5.1

10. Fence

- (a) All fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Developer, and each subsequent Owner of Lots or Blocks within the Plan. The Developer, and each subsequent Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost.

11. Emergency Telecommunication Services

- (a) Prior to final approval, the Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.

12. Canada Post Community Mailboxes

- (a) The Developer shall consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- (b) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- (c) The Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
- (d) The Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- (e) The Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- (f) The Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the city/town of Mount Forest, ON.

13. Copies of Plan

- (a) The Developer shall have prepared by an Ontario Land Surveyor a final plan of the Lands in accordance with the *Surveys Act* and with the *Registry Act* or the *Land Titles Act* as the case may be, and shall provide that plan, being two (2) mylar copies and four (4) white prints (one (1) white print with an Ontario Surveyors Association

- sticker attached) to the County's Director of Planning and Development prior to the lapsing date set out in section 1.6 of this Agreement.
- (b) The Developer shall submit a written agreement to the County of Wellington whereby the Developer agrees to provide to the County Planning Department a digitized copy of the final plan to be registered in a format which satisfies the AutoCAD requirements of the County at time of submission consistent with the County of Wellington's current provisions for processing and approving plans of subdivision.
 - (c) The Developer agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric, and street network.

14. Notices

- (a) the County of Wellington shall be advised in writing by the Township that conditions 1 through 11 in the Draft Plan of Subdivision 23T-18007 have been satisfied.
- (b) the County of Wellington shall be advised in writing by the Upper Grand District School Board that conditions 14 through 17 in the Draft Plan of Subdivision 23T-18007 have been satisfied.
- (c) County of Wellington shall be advised in writing by Bell Canada that condition 18 in the Draft Plan of Subdivision 23T-18007 have been satisfied.
- (d) County of Wellington shall be advised in writing by a duly authorized telecommunications provider that condition 19 has been satisfied.
- (e) the County of Wellington shall be advised in writing by Wellington North Power Inc. that conditions 12 and 13 in the Draft Plan of Subdivision 23T-18007 have been satisfied.

15. Proof of Fulfillment of All Approvals and Permit Terms and Conditions

- (a) Developer is responsible for adherence to all terms and conditions of approvals and permits required for this development including but not limited to MECP ECA and Conservation Authority Permits. Prior to Final Acceptance of Stage 4, the Developer's Engineer shall submit to the Township a letter that outlines how these terms and conditions were met, and provide copies of all mandatory record keeping, reports and Manuals. The Developer shall also be required to have MECP revise the ECAs to change the Owner name to the Township of Wellington North.

16. Structural Fill

- (a) At the time of the Building Permit application, a report prepared by a licensed geotechnical engineer shall be submitted to the Township to identify whether or not structural fill is required for proper founding conditions for all proposed structures along with details of how this work is to be completed and tested, as well as how excess soils from the site will be properly managed in accordance with current Regulations. At the time of the Occupancy Permit application, a report prepared by a licensed geotechnical engineer shall be submitted to the Township to certify the structural fill and management of excess soil, and append all test results in support of this certification and an As Recorded drawing depicting the placement of the structural fill.

SCHEDULE "N" OF THE SUBDIVISION AGREEMENT

DEVELOPER – 940749 Ontario Limited

COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall be placed in every contract for the sale of part of the lands and shall be registered against the title to every lot or block forming a part of the lands:

- 1) The purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality.
- 2) The purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system.
- 3) The purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- 4) The purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.
- 5) The purchaser/transferee covenants and agrees that no dumping of any material (including snow, grass cuttings, yard waste, construction waste, and debris) is permitted on vacant lots, public property or on adjacent lands.
- 6) The purchaser/transferee covenants that the maintenance of any retaining walls, fencing, and gates constructed within the subdivision is the responsibility of the property owners. The property owner shall bare all associated costs for maintenance and repair and shall be at no cost to the Township.
- 7) The purchaser/transferee covenants to grant entrance permission into the house so that a Township representative can install a future water meter at a future date with advance notice given by the Township.
- 8) That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the subdivision :
 - a. "Purchasers/transferee are advised that the lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations."
 - b. "Purchasers/transferee are advised that in order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential bussing students will be required to meet the bus at a congregated bus pick-up point."
 - c. "Purchasers/transferee are advised that due to the proximity of the adjacent commercial/industrial facilities, sound levels from these facilities may at times be audible."
 - d. "Purchasers/transferee are advised that all fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any

maintenance to said fence(s). The Township is not responsible for any future shared cost.”

- e. “Purchasers/transferee are advised that all landscaping (ie. trees) installed on every lot on Private Property at a location 300mm from the street Property Line as part of the Plan shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the maintenance including all cost for any maintenance or removal of said tree(s). The Township is not responsible for any future shared cost.”
- f. A statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
- g. A specific clause in the Purchase offer, on which the homeowners do a sign off, officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales.

SCHEDULE "O" OF THE SUBDIVISION AGREEMENT

STATUTORY DECLARATION RE PAYMENT OF ACCOUNTS

DOMINION OF CANADA (IN THE MATTER of a contract, known as Subdivision Agreement (entered into between (The Township of Wellington North, the Municipality, (AND (_____, the Owner, (dated _____, 20__ (for the servicing of _____ (_____ (in _____, Ontario.

TO WIT:
I, _____ of _____ in the Province of _____, do solemnly declare:

4. That I am _____ of the _____ (President, Secretary, Treasurer, a Partner, etc.) Owner named in the Agreement above-mentioned and as such have personal knowledge of the facts hereunder declared.
5. That the said Owner has complied with the terms of the Construction Act, R.S.O. 1990, and amendments thereto.
6. That with the exception of accounts listed below, all liabilities (including payment due to all staff, contractors, suppliers, Workers' Compensation Board, insurance companies) incurred by the said Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the _____)
 _____ Of _____)
 in the County of _____)
 this _____ day of _____)
 A.D. 20____)

_____))
 A Commissioner, etc. or Notary Public

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 085-2023

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
SEPTEMBER 11, 2023**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS**:

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on September 11, 2023 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 11TH DAY OF SEPTEMBER, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK