



## SUBDIVISION AGREEMENT

Subdivision Agreement June 21, 2022



**SUBDIVISION AGREEMENT**

**BETWEEN:**

**MEX DEVELOPMENTS INC**

- and -

**THE CORPORATION OF THE TOWN OF MINTO**

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**THIS SUBDIVISION AGREEMENT** made in quadruplicate this 21st day of June, 2022 pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

**BETWEEN:**

**MEX DEVELOPMENTS INC**  
(hereinafter called the "Developer")  
PARTY OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF MINTO**  
(hereinafter called the "Town")  
PARTY OF THE SECOND PART

**WHEREAS:**

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. The Town requires the Developer to enter into a written subdivision agreement with respect to the Lands;

**NOW THEREFORE** this Agreement witnesses that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada and other good and valuable consideration, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

## **ARTICLE 1 – INTERPRETATION**

### **1.1 - Definitions**

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:

"Agreement" means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

"Approved Plans" means all design information submitted to the Town as part of the subdivision approval process including drawing, plans, reports and supporting information including addenda and subsequent revisions, which includes all of those listed in Schedule "I" as amended.

"Builder" means the person and/or business constructing or causing the construction of a dwelling unit or multiple dwelling units within the Development.

"County" means the Corporation of the County of Wellington.

“Draft Plan” means the plan of subdivision identified on Schedule “K” approved by the County of Wellington, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

“Developer” means the person and/or business which is constructing or causing the construction of all items contained within this agreement, with the exception of those identified as the responsibility of the Builder

“Lands” means the lands described in Schedule “A” attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop and phases.

“Phase” means any areas within the Draft Plan of Subdivision which is intended to be registered separately from the remainder of the Lands.

“Town Council” means the elected members of the municipal council of the Town of Minto.

“Town Engineer” means the consulting engineering firm retained by the Town for review and approval of Development.

“Municipal Planner” means the Planners from the County of Wellington utilized by the Town to assist with all planning matters relating to the Development.

## **ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION**

### 2.1 - Legal Description

The Development consists of those parts of the Lands described in Schedule “A” attached hereto.

### 2.2 - Implementation Of Draft Plan Conditions

The Developer covenants with the Town that the Lands shall be developed in accordance with the conditions of Draft Plan approval, a copy of which is attached as Schedule “B”.

### 2.3 - Changes To Draft Plan

Minor changes to the Draft Plan, acceptable to the Municipal Planner and not affecting the number of lots or blocks, may be permitted without an amendment to this Agreement at the sole discretion of the Town. Any other changes require an amendment to this Agreement.

### 2.4 - Clearance Of Conditions With Respect To Plan To Be Registered

Before the Town informs the County that its requirements prior to registering the plan of subdivision the “M-Plan” have been met, the Developer shall:

- i) reimburse the Town for all costs and expenses, including administrative expenses as defined herein, incurred by the Town in respect of the Development proposed for the Lands;

- ii) pay any fees required by the Town's Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Town the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 10 and 11, and section 12.7;
- v) Deliver executed draft transfers of all lands described in Schedule "D" and of all easements and of all Lots and Blocks required by the Town, enumerated on Schedule "E", free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Town Solicitor to insert such date and plan number when the M-Plan is registered and to register such transfers at the Developer's expense.
- vi) Ensure that all final plans and specifications required by the Town for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Town Engineer;
- vii) Deposit with the Town written confirmation that is satisfactory to the Town, in its sole and unfettered discretion, that the Developer has entered into an agreement or agreements with Westario (or other applicable provider of electrical services to the Development), which are satisfactory to the Town, and evidence that Enbridge, any other communication provider and any other suppliers of utilities which the Town deems necessary to properly develop the Subdivision, will service the Lands and that the plans for such utilities have been reviewed and accepted by the Town Engineer so that conflicts with required municipal services are avoided;
- viii) Provide an Engineer's Report to the satisfaction of the Town Engineer, the Maitland Valley Conservation Authority (herein called "MVCA"), and where applicable, the Ministry of Northern Development, Mines, Natural Resources and Forestry, and the Ministry of Environment Conservation and Parks, stating the means whereby storm water from the Development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Town the necessary easements and agreements, as set out in clause v) above. The Developer shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Town and the MVCA;
- ix) Obtain from the Town Council confirmation that adequate water supply and capacity in the sewage collection system is available to accommodate the proposed development on the applicable phase of the Lands, same to be confirmed by way of a by-law prepared and passed by Town Council;
- x) Provide written evidence to the Town from all relevant commenting agencies that each has been provided with a copy of this Agreement and are satisfied with its terms, such evidence to be satisfactory to the Town in its sole discretion;



- xi) Obtain written confirmation from the Municipal Planner that all conditions of Draft Plan approval have been satisfied; and,
- xii) Obtain confirmation from the Municipal Planner that any required zoning amendment is in force with no appeal taken or all levels of appeal exhausted;

#### 2.5 - Requirements Prior To Commencement Of Works

Prior to starting construction of services within any part of the M-Plan the Developer shall:

- i) Notify the Town at least fifteen (15) days before the commencement of construction and provide the Town with all information and material required by the Town;
- ii) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Town. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction.
- iii) Erect signs as required by this Agreement, a School Board or other public agency and as required by conditions of Draft Plan approval;
- iv) Prepare and submit and have approved by the Town a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the two (2) years contemplated by Article 9; and
- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Town and/or Town Engineer, as applicable.

#### 2.6 - Delivery Of Registered Plans

Upon registration of the registered M-Plan the Developer shall forthwith deliver to the Town five (5) copies of the plan of subdivision (for each phase, if applicable) and a digitized version of such plan in a computerized format which is compatible with the most current Autocad “.dwg” file, or in a format approved by the Municipal Planner and the Town Engineer.

### **ARTICLE 3 - SPECIAL PROVISIONS**

#### 3.1 - Exceptions

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule “C”.

### **ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE**

#### 4.1 - Lands To Be Conveyed For Public Purposes

The Developer shall convey to the Town the lands described more fully in Schedule "D" so that the Town acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

#### 4.2 - Easements To Be Conveyed For Public Purposes

The Developer shall convey to the Town an easement or easements, affecting part of the Lands as described in Schedule "E, for the purpose set out therein. The Developer shall provide evidence in writing to the Town, which is satisfactory to the Town, that easements have been conveyed as required by other utility companies for hydro, telephone, natural gas or similar services.

#### 4.3 - Payments To Be Made To Town

The Developer shall make payments to the Town in the amounts and at the times specified on Schedule "F".

#### 4.4 - Form of Easement

Save and except utilities easements, all permanent easements transferred to the Town shall allow the Town to enter, construct, maintain and repair drainage swales, pipes for water, sewers and conduits for any municipal services. The Town shall restore the surface and make good any damage it does whenever it enters under the easement.

### **ARTICLE 5 - CONSTRUCTION OF SERVICES**

#### 5.1 - Service To Be Provided

The Developer, at the Developer's sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule "G" attached hereto.

#### 5.2 - Developer's Engineers

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Town. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the prior written approval of the Town Engineer.

#### 5.3 - As-Recorded Drawings

The Developer shall cause its engineers to deliver to the Town Engineer, the Municipal Planner, and the Public Works Department one complete set of as-recorded drawings and an electronic copy of same upon completion showing each of the said services as constructed. As-recorded drawings are to be to the satisfaction of the Town Engineer.

#### 5.4 - Additional Works

- (i) If additional works and services are required for the proper servicing of the plan of subdivision, and the existing plans and specifications are insufficient to satisfy the Town's servicing requirements, the Developer shall prepare, at its expense, all additional plans and specifications, planning reports, surveys, contracts and other special information that may be required by the Town, (the "additional plans"), for the additional works and services.

- (ii) The Town's servicing standards shall be considered minimum specifications for the additional plans. The Town neither warrants nor makes any claims as to the sufficiency of such standards. It is the sole responsibility of the Developer and its engineers to provide adequate additional plans for such additional work and services. The said servicing standards, and other municipal specifications applicable to the plan of subdivision, shall be those in effect on the date of execution of this agreement.
- (iii) All additional plans that may be required by the Town shall be submitted to the Town for review. The examination of the plans and the additional plans by the Town shall not constitute an acceptance by the Town of the correctness or adequacy of the said plans.
- (iv) Review of the plans by the Town shall not be taken as limiting the requirement that the Developer provide satisfactory engineering plans and specifications in accordance with good engineering practice. If, during actual construction/installation, it is discovered that the property is not being properly serviced because of inadequacies in the plans, additional plans and/or reports or because of conditions on the property not taken into account when preparing the plans, additional plans and/or reports, the Developer shall cause the plans and/or additional plans to be revised and shall do the work required by such revised plans and/or additional plans to properly service the plan of subdivision at the Developer's expense and to the satisfaction of the Town Engineer.

#### 5.5 - Installation, Supervision and Inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Town Engineer, who, acting reasonably, shall be empowered to:

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground services prior to Preliminary Acceptance of Stage I services, prior to placement of surface asphalt and prior to Final Acceptance of all the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Town by the Developer recoverable on demand.

The Developer shall correct any deficiencies noted by the Town Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Town Engineer in accordance with this Agreement then the Town may give thirty (30) days written notice of the default by prepaid registered mail to the Developer at the address provided in section 23.3; thereafter the Town may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Town upon demand and the Town may draw upon the Security provided pursuant to this Agreement pay for all such costs and fees.

#### 5.6 - Works Completed By The Town

If the Town elects to do any of the required work and supply any of the required material pursuant to section 5.5, it may do so by either:

- (i) employing an independent contractor, or
- (ii) doing such work and supplying such material itself using its own equipment and employees.

#### 5.7 - Permitted Charges

If the Town does the work itself pursuant to section 5.5, it shall be entitled to charge:

- (i) its labour cost at its actual cost plus ten (10%) percent,
- (ii) its equipment costs
- (iii) its cost of acquisition of material at its cost (including transportation) plus ten (10%) percent.

#### 5.8 - Draw On Security

Subject to the preceding paragraph, if the Town does the work itself it shall be reimbursed for any work done and material supplied following delivery of invoice to the Developer as per section 5.5. For this purpose, it may realize upon the Security deposited in accordance with this agreement. If the Town employs an independent contractor to do the necessary work and to supply the required material it may realize upon the Security deposited in accordance with this agreement to pay such independent contractor. If, in doing the work pursuant this Agreement, the Security is not sufficient to reimburse the Town for such work done and material supplied, the Developer shall pay the balance to the Town within thirty (30) days after demand has been made for it. If the Developer fails to pay the balance within thirty (30) days after demand, such balance shall bear interest at the rate of interest charged by the bank at which the Town is doing business plus five (5%) percent, both before and after any judgment.

#### 5.9 - Street Names And Required Signage

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Town and the Developer shall at the Developer's cost be responsible for the placement of all street identification signs and all traffic control signs related to this development prior to building permits being issued. Location of all required signage to be to the satisfaction of Town Public Works and reviewed with the Developer's contractor, prior to placement.

#### 5.10 - Winter Road Maintenance

The Developer agrees and acknowledges that until Final Acceptance has been granted by the Town, the Developer is responsible all aspects winter road maintenance. The Developer agrees and acknowledges that the Town may, but shall not be obliged to, provide winter maintenance of the roads and streets which have not yet been fully granted Final Acceptance by the Town. The Developer also agrees that with respect to such streets and roads, all manholes, valves, catch basins and other obstructions shall be installed to grades so as to permit the Town proper vehicular access for said winter maintenance works. It is agreed that any maintenance performed by the Town pursuant to this section shall be deemed to have

been performed by the Town as agents of the Developer and no action on the part of the Town pursuant to this paragraph shall constitute an assumption by the Town of said roads and streets. Any road maintenance provided by the Town prior to Final Acceptance will be at the Developer's expense except as otherwise provided for in this Agreement

#### 5.11- Repair And Maintenance Of Services

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Town has granted Final Acceptance with respect thereto. The Town shall have the right to undertake emergency repairs and maintenance of such services at the Developer's costs, but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

#### 5.12 - Guarantee Period

Each of the services required by Section 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Town grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Town or Hydro, as the case may be, upon the Town granting Final Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

#### 5.13 - Notice That Services Not Assumed

Until Final Acceptance for all services has been granted, the Developer shall erect and maintain signs as approved by the Town at all entrance points to the Development indicating that the Town has not assumed responsibility for municipal services within the Development.

#### 5.14 - Stages Of Construction For Services

The Developer acknowledges that the Town will only grant preliminary acceptance, on the basis of four distinct stages of construction and where the Development is phased, within the whole of each phase as approved by the Town. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
  - a) all storm and sanitary sewers;
  - b) watermain;
  - c) conduits or pipes for electrical services;
  - d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot; and
  - e) storm water management facilities including fencing.
  
- (ii) Stage II services include all works up to and including
  - a) curbs;
  - b) gutters;
  - c) base asphalt;

- d) placement of all required street signs and traffic control signs;
  - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Town Engineer at each entrance to the Development from a public road, which shall depict the plan of subdivision and shall indicate the locations of all walkways, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated ;
  - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Town Engineer at each point of entry to the Development stating that the services including the streets have not been assumed by the Town, and that anyone using the services or streets does so at their own risk; and
  - g) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed.
- (iii) Stage III services involve the completion of the utility services including electrical distribution system, street lighting, natural gas and communication, which shall be completed prior to occupancy of any homes.
- (iv) Stage IV services include
- a) surface course of asphalt;
  - b) sidewalks/walkways;
  - c) boulevards;
  - d) required fencing; and,
  - e) all other services required by this Agreement.

Each stage may be undertaken as per the phasing of the Development outlined in the Phasing Plan.

#### 5.15 - Sanitary Sewer Monitoring

The Developer shall complete inflow/infiltration testing as per the Ontario Provincial Standard Specification (OPSS) during system construction under wet conditions (i.e. rain, high groundwater). Additional testing/monitoring may be required at the discretion of the Town prior to occupancy of the first residential unit. The testing results shall be provided to the Town for review and approval. All costs associated with the testing program shall be the Developer's sole responsibility.

#### 5.16 - Lorne Street Sanitary Pumping Station Monitoring

Upon Preliminary Acceptance of Phase 1, the Town will commence monitoring of the Lorne Street Sanitary Pumping Station to complete necessary adjustments/modifications to any component of the pumping station. Any cost associated with monitoring and adjustments/modifications to any component within the and/or to the sewage pumping station as a result of the increased sanitary flows from the Development, including any works external to the sewage pumping station caused by a required modification within the sewage pumping station will be at the expense of the Developer. Monitoring will be on-going, until one-year following Final Acceptance of the final phase.

#### 5.17 - Watermain Maintenance And Operation

The Developer agrees that the commissioning of the watermain will be done in accordance with the MECP Watermain Disinfection Procedure, the Town of Minto Municipal Servicing and Design Standards and the approved Commissioning Documents. Connection to the existing

system will be completed under the supervision of certified Town staff and only certified Town staff will place the new main into service once all requirements are satisfied.

Upon connection to the existing water system, the Developer agrees that the Works may only be operated by the Town or any other authorized persons for the purposes for which the Works were designed. Such operation shall not be deemed an acceptance of the Works by the Town and shall not in any way relieve the Developer of its obligations with respect to the construction and maintenance obligation of the Works, but the Developer shall not be liable for any negligent conduct of the Town, its servants, agents or employees.

The Developer further acknowledges that the Town may inadvertently damage or interfere with the Works in the course of using them prior to Final Acceptance, and the Owner hereby waives all claims against the Town that it may have arisen from the normal and reasonable use and operation

Prior to Final Acceptance:

- (i) The Town, or its agents shall have the sole right to open or close valves for the water mains and water service curb stops and no other person shall operate or interfere with them in any manner.
- (ii) The Owner shall not use or permit any contractor, Builder or other person to use any valves or hydrants during construction without the prior written approval of the Town. Any water usage and for which a fee as determined by the Town may be payable.
- (iii) The Town will respond and carry out emergency repairs to the Works on an as needed basis at the developer's expense.
- (iv) The Town will with respond and oversee the Developer's contractor repair of watermain or service lateral repair, maintenance or breaks. All repairs and maintenance shall be performed to the Town's Standards and to the acceptance of certified Town staff. In the event a watermain break is not repaired immediately, the Town may enter the site and complete the repair at the sole expense of the Developer.
- (v) The Town will monitor Free chlorine residual to maintain secondary disinfection and flush system as required at the developer's expense. Fees for monitoring and flushing of the Works within the Development will be invoiced to the Developer as per the Fees and Charges By-law 2021-96

## **ARTICLE 6 - PHASING**

### **6.1 - Agreement To Apply To All Phases**

Where the Lands are to be developed in Phases, each section of this Subdivision Agreement shall apply mutatis mutandis to each phase.

### **6.2 - Agreement To Be Registered**

This Agreement may be registered in Phases and on the lands outlined by the Phasing Plan attached hereto as Schedule "J".

### 6.3 - Reserve Allocations

The Developer acknowledges that nothing in this Agreement obligates the Town to allocate water and/or sewage treatment capacity to a specific phase of the Development nor does the Town warrant or represent that water and/or sewage treatment capacity will be allocated to the Developer for any Phase, until such a time that the Town, by By-law, specifically allocates capacities for a phase. The Developer shall hold Town harmless and releases the Town from all manners of claims, demands, or losses of any kind or manner which could arise from, directly or indirectly, the decision of the Town not to allocate water and/or sewage capacity to it.

### 6.4 - Phasing Plan

The Developer agrees to adhere within reason to the Phasing Plan subject to minor changes of a specific phase, as prepared and submitted by the Developer to the Town for approval in accordance with the requirements set out in this Agreement.

### 6.5 - Phase Configuration

The Developer acknowledges that each development phase configuration shall be subject to the approval of the Town, and the Town may, specify based on its engineering requirements which servicing/works that must be completed as part of that phase(s). These servicing/works may require the completion of infrastructure work beyond any one or more phases of development up to and including the completion of all works contemplated by this Agreement. These servicing/works must be completed prior to the issuance of any Building Permit for any lot within the subject phase.

### 6.6 - Conditions To Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Town prior to entering into this Agreement. Prior to proceeding with each phase, the Developer shall have addressed to the Town's satisfaction the following matters for each phase:

- i) sediment and erosion control;
- ii) stockpiling and stripping plans including sequences, heights of stockpiles, revegetation and scheduling;
- iii) drainage and stormwater management works to be completed including any temporary works necessitated by phasing;
- iv) dust and nuisance control measures;
- v) public safety measures;
- vi) any other temporary works required as a result of phasing or to facilitate phasing such as turning circles, looping watermains, emergency access roads, fencing;
- vii) the provision of phased securities; and,
- viii) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the Development can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands;

### 6.7 - Modification Of Phasing Plan



The Phasing Plan to be submitted by the Developer and approved by the Town and shall form part of this Agreement as an approved drawing and report in Schedule "J" to this Agreement. Where the Town receives a written request to modify the phasing plan and approves such a request, in its sole and unfettered discretion, the modified phasing plan shall be filed with this executed Agreement in the offices of the Town without necessity of amending the registered Agreement, if required. The Town reserves the right to require additional servicing/works, or modifications to proposed infrastructure work, as it deems necessary based on its engineering requirement to accommodate a specific phase.

#### 6.8 - Commencement Of Phase

Prior to commencement of construction of any phase:

- i) all applicable Securities shall be required to be provided/paid to the Town as per this Agreement,
- ii) the Town allocates, by By-law, the applicable number of units of sewage treatment and water capacity, which By-law may contain such conditions attached to the granting of the sewage treatment and water capacity as the Town may in its discretion impose;
- iii) any Holding Zone provision and/or Inhibiting Order is to be lifted or removed as applicable;
- iv) notifications as identified in this Agreement are undertaken; and
- v) Other provisions as outlined in this Agreement, or deemed necessary by the Town to be applicable to a phase, have been satisfied.

### **ARTICLE 7 - DRAINAGE**

#### 7.1 - Overall Grading Plan

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Town Engineer and a copy thereof when so approved (the "Approved Grading Plan") the applicable portion thereof shall be delivered by the Developer to each purchaser of a lot or block, or part thereof, forming a part of the Lands. A copy of the Approved Grading Plan shall be filed with the Town Engineer and the Town's Director of Building and Planning Services.

#### 7.2 - Rough-Grading, Stockpiles And Weed-Free Maintenance

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Town Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Town Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down weeds when required to do so by the Town until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Town may do so at the cost of the Developer.

### 7.3 - Site Plans For Building Lots

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a Lot Grading/Site Plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations to confirm that the proposed building and resulting lot grading will conform with the Town's servicing standards and the Approved Grading Plan referred to in section 7.1; any variance between the information shown on the Site Plan and the Approved Grading Plan shall require the prior written approval of the Town Engineer.

### 7.4 - Certification Of Grading

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Town from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Town's servicing standards, the Site Plan referred to in section 7.3, and the Approved Grading Plan referred to in section 7.1 and that any variance from the plan has received the prior approval of the Town Engineer.

### 7.5 - Conservation Authority Approval

The Developer, Builder and future owner acknowledge that a Lots 1, 2 and 3 are subject to the regulations of the Maitland Valley Conservation Authority ("MVCA") and that approvals/permits in addition to the Town's approvals will be required prior to any development or site alteration of said lots.

## **ARTICLE 8 - ACCEPTANCE AND OWNERSHIP OF SERVICES**

### 8.1 - Preliminary Acceptance

Upon the satisfactory completion of each stage of servicing as identified in section 5.14 and provided that:

- (i) the Town Engineer has given approval of the written certification to be provided to the Town by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Town.

Town may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in section 5.12.

### 8.2 - Final Acceptance

Town Council may by resolution grant the Final Acceptance of all the applicable services identified in section 5.12 at a date at least one year after the date of the Preliminary Acceptance of Stage IV referred to in section 7.1 for such services, provided Developer has paid all monies payable by it to the Town, and the Town Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Town's solicitor has been provided to confirm that all such monumentation has been located and, where necessary, replaced.
- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Town certifying that all applicable works and services have been completely installed in accordance with the approved plans and specifications and this Agreement; and,
- (v) has received hard copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan.

#### 8.2 - Acceptance During Winter Months

The Town may not issue Preliminary or Final Acceptance during the months of December, January, February or March in each year based on weather conditions or at any other time when inspection of services is impractical in the sole opinion of the Town.

#### 8.3 - Use Of Service Before Final Acceptance

The Developer agrees that the Town shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Town employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Town of its powers under this section shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Town to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to section 8.2, the Developer shall maintain signs as referred to in clause (iii) of section 2.5 at each point of entry to the Development stating that the services including the streets have not been assumed by the Town.

#### 8.4 - Ownership Of Services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Town and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

### **ARTICLE 9 - DEADLINE FOR COMPLETION OF SERVICES**

#### 9.1 - Two-Year Deadline

The Developer shall complete the construction and installation of services described in section 5.1 and the rough grading required by section 7.2 within twenty-four (24) months from the date on which the construction of services was commenced, failing which the Town

may demand an increase in the amount of Security or draw upon the existing Security to complete such services or works.

## **ARTICLE 10 - FINANCIAL ASSURANCES**

### 10.1 - Type And Amount Of Security

Prior to commencing any work the Developer shall deposit with the Town cash, an irrevocable standby Letter of credit from a Canadian chartered bank or credit union, or Subdivision Bond acceptable to the Town and in a form approved by the Town based upon Form 2 attached to this Agreement (the "Security") to secure and guarantee to the Town due performance of the Developer's obligations, including, without limitation, those obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the Security shall be in an original sum of not less than 100% of the value of the municipal and engineering services and rough grading required by this Agreement plus applicable taxes. In the event that a Letter of Credit or Subdivision Bond is provided then the Town shall be named as beneficiary/secured party therein.

If a Pre-servicing Agreement has been entered into, the amount of securities required by this Agreement shall be as per Section 10.3 namely an amount equal to one hundred and ten (110%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Town Engineer. The Developer's engineer shall determine the amount of the remaining work which shall be verified by the Town Engineer. Any securities held by the Town through a Pre-Servicing Agreement shall be retained by the Town unless replaced by cash, Letter of Credit or Subdivision Bond with a sufficient amount of Security for both completed and uncompleted works.

In order to guarantee site servicing and the due performance of its covenants for this Agreement, the Developer shall provide a current security financial report (Securities Reconciliation Report) for each project phase in the Development, the Town Engineer shall certify the amount of securities and the Town accept the required amount of securities for inclusion in Schedule "F" of this agreement.

Prior to registration of this Agreement, the Developer shall provide the Town with a Letter of Credit ("Letter of Credit"), cash security or Subdivision Bond in the amount of \$968,204.84. After the security is posted any existing security relating to pre-development will be released. This irrevocable Letter of Credit will be maintained on a go forward basis to provide assurance for Security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for Development and as infrastructure within each phase of the developments is completed, the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Town's assurance of the Developer's due performance in this and other agreements increases above \$968,204.84 the Developer will provide the required Security in the amount of \$50,000.00 increments to satisfy the Town requirements. Prior proceeding with subsequent phases/development, or any reduction in securities, the Developer's engineering consultant will provide a Securities Reconciliation Report (SRR) based on the work completed by the Developer and Developer's Security in place with the Town. This SRR will provide a recommendation regarding adequacy of the current level of Security and adjustment needed if applicable. The Town Engineer will review this report and provide a recommendation to the Town.

## 10.2 - Valuation Of Services

The value of the various services and rough grading for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved by the Town Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs, contingencies and HST.

## 10.3 - Reduction Of Security

As work is completed and Preliminary Acceptance referred to in section 8.1 is granted by the Town for any sections of the work, the Security may be reduced to an amount equal to one hundred and ten (110%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Town Engineer. This Security shall remain in place until Final Acceptance referred to in section 8.2 is granted by the Town. In no case will the Security required under this section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in section 8.2.

Notwithstanding the foregoing, the amounts contemplated in this section 10.3 will replace the securities posted as per the Pre-Servicing Agreement, and should be adjusted as per the conditions set out therein. Furthermore, and notwithstanding the foregoing, nothing in the Pre-Servicing Agreement shall restrict the Town from drawing upon the securities posted pursuant to this Agreement for the purposes so authorized herein.

## 10.4 - Authority To Draw Upon Security

The Developer specifically authorizes the Treasurer of the Town to draw upon the Security provided pursuant this Agreement and to use such monies to pay for any costs or expenses incurred by the Town including without limitation costs or expenses arising from damages or deficiencies caused by the Developer or the Developer's contractors or agents, successors or assigns, in connection with or relating to the Development governed by this Agreement and/or to satisfy any financial obligation or other obligation of the Developer to the Town pursuant to the terms of this Agreement when due.

## 10.5 - Security In Addition To Other Securities

Any security required by Westario or any other agency, shall be in addition to the Security required by this agreement.

## 10.6 - Failure To Provide Additional Security

If the Town makes a demand for additional Security pursuant to the provision of this Agreement, or if the Town has drawn upon the Security pursuant to his Agreement, and the Developer has failed to deposit such additional Security with the Town within fourteen (14) days or to replenish such security or Letter of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Town may issue a stop work order.

If in the sole opinion of the Town, there is a default under the terms of this Agreement the Letter of Credit, cash security or Subdivision Bond may thereupon be drawn or cashed in whole or in part.

## **ARTICLE 11 - INDEMNIFICATION AND LIABILITY**

### 11.1 - Indemnity

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Town and its servants and agents from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Town and its servants and agents may incur, be put to or have to pay, which may arise either directly or indirectly by reason of: any activity of the Developer, its employees, servants, agents, contractors, and subcontractors being negligent in executing the work under this Agreement; the installation of any works or services required under this Agreement; the failure of the Developer to complete the installation of the work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; the exercise of the Developer's powers under this Agreement; or, the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Town and its servants and agents for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the Development, or by reason of the failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Act, R.S.O. 1990 C. 30*, as amended. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to assumption.

#### 11.2 - Marketing Prior To Allocation(s)

If Developer markets or sells or enter into Agreements to sell such lots to home buyers, and if the Developer should do so with respect to individual lots prior to allocation of water and/or sewage capacity by the Town, among other remedies available to the Town, it will indemnify the Town from all demands, claims, losses, that may be asserted against the Town arising therefrom.

#### 11.3 - Liability Insurance

Prior to any construction of services or other work pursuant to this Agreement the Developer shall provide to the Town proof of the following policies of insurance:

- (i) Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from vibration, pile driving, the removal or weakening of support, shoring, and underpinning, or from any other activity or work that may be done in connection with the Development. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Developer, the Town, the County, and each of their respective employees and agents as an additional insured.
- (ii) Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all licensed

vehicles used in any manner in connection with the Development including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles. In the alternative, upon request by the Town, the Developer shall provide the Town with an indemnity in favour of the Town in the event of a breach or accident involving any vehicle for which it is directly or indirectly responsible on the site. The Developer acknowledges that it is responsible to obtain the necessary insurance to cover all construction-related vehicles entering and exiting the site and that proof of insurance will be provided upon request and to the satisfaction of the Town.

- (iii) Environmental pollution liability with the following: general aggregate: Two Million Dollars (\$2,000,000.00); per occurrence: Two Million Dollars (\$2,000,000.00); and, Deductible: One Hundred Thousand Dollars (\$100,000.00).
- (iv) The insurance premium shall have been prepaid for a period of not less than one (1) year;
- (v) The Developer shall also provide the Town satisfactory evidence of insurance coverage from the Developer's contractors that mirrors the requirements set out in paragraphs (i) to (iv) above prior to commencing the performance of any of the works or services and shall continue to do so until 24 months following assumption of the work.
- (vi) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Town from the Insurance Company, or its agent, thirty (30) days in advance of the cancellation or expiry date.

#### 11.4 – Notice Of Cancellation

If the insurer gives notice of cancellation, to the Developer, the Developer shall within thirty (30) days secure a new insurance policy and provide notice to the Town, failing which it will be deemed to be in breach of this Agreement.

#### 11.5 – Blasting

The policy may contain an exclusion for blasting. Blasting shall not be undertaken without the written consent of the Town and without blasting insurance satisfactory to the Town. The giving of consent by the Town does not relieve the Developer from any liability for damage caused by such blasting

#### 11.6 – Developers Responsible

The issuance of a policy of insurance shall not be construed as relieving the Developer from responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.

#### 11.7 – Failure To Maintain Insurance

Should the Developer fail to maintain the proper insurance coverage, the Town may draw on the Security posted by the Developer to pay any and all costs required to replace or maintain the proper insurance coverage.

### 11.8 – Evidence Of Insurance

The Developer shall provide annually to the satisfaction of the Town’s Treasurer a copy of the certificate of insurance required pursuant to this Agreement.

## **ARTICLE 12 - DEVELOPER’S ADDITIONAL OBLIGATIONS DURING SERVICING**

### 12.1 - Construction Liens

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Act*, as amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Town to draw on any Security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall if requested supply the Town with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

### 12.2 - Control Of Dust And Other Nuisances

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Town or other authority. The Town reserves the right to give written notice to the Developer to take remedial action if in the Town Engineer’s opinion dust, dirt, mud or other nuisance from the Development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, then, in addition to any other remedies available to it, the Town shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Town.

### 12.3 - Construction Refuse And Debris

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or each subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to the satisfaction of the Town Engineer, the Town may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Town so to do, then, in addition to any other remedies available to it, the Town may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Town in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the Security pursuant to Article 10 or from the Building Deposit held by



the Town pursuant to section 14.1, as the case may require.

#### 12.4 - Construction Traffic

The Developer shall co-ordinate all construction traffic associated with the Development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Town Engineer with respect to site access.

#### 12.5 - Storage Of Construction Materials

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

#### 12.6 - Sewer Use By-law

The Developer agrees that construction of all services and residences within the Development contemplated by this Agreement shall adhere to the requirements of the Town's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Municipal Sanitary Sewer System.

#### 12.7 - Payment Of Town's Costs

The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Town and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3<sup>rd</sup>) day after mailing. The Developer shall deposit with the Town the sum of Ten Thousand (\$10,000.00) Dollars as an administrative deposit ("Administrative Deposit") to ensure the prompt payment of the Town's costs under this section.

#### 12.8 - Penalty And Interest On Late Payments

In the event the Developer fails to make any payments to the Town as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Town may make the payment from the Administrative Deposit referred to in section 12.7. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Town shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by the Canadian Imperial Bank of Commerce (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Town shall have the option to withhold building permits for any parts of the Lands.

### **ARTICLE 13 - DRIVEWAY LOCATIONS, MAILBOXES AND ROADS**

#### 13.1 - Timing Of Driveway Cuts

No curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer shall be responsible for damage, if any, to the remaining curb.

### 13.2 - Approval Of Driveway Locations

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Town Engineer.

### 13.3 - Driveway Standards

All driveway ramps shall be constructed in accordance with the Town's servicing standards and shall be paved or concreted from the traveled portion of the street allowance to the concrete sidewalks as part of the municipal services described in Schedule "G" attached hereto. Where no sidewalk is to be provided, such ramps shall be paved or concreted from the traveled portion of the street allowance to the front lot line. The cost to install the driveway ramps shall be at the sole cost of the Developer.

### 13.4 - Cost Of Driveways

The Builder or its successors in title shall be solely responsible for the cost of driveway construction from the termination point identified in 13.3 to the face of the attached garage, if provided. If an attached garage is not provided, the driveway shall extend minimum 6.0m into the property. The driveways shall be finished with asphalt or concrete within 1 year of the occupancy of the dwelling unit. If the surface material provided for this section does not match the material provided to comply with section 13.3, the Builder shall replace the driveway ramp required in section 13.4 with the same material provided for compliance with this section.

### 13.5 - Canada Post

The Developer shall enter into an agreement with Canada Post with respect to the location of Canada Post pickup and delivery boxes. The Developer shall advise Canada Post to confirm the location of the mail boxes, and inform the Town Engineer, prior to undertaking any work.

The Developer shall provide the following for each Community Mailbox location:

- (i) an appropriately sized sidewalk section (concrete pad), as per municipal standards, to place the Community Mailboxes on;
- (ii) any required walkway across the boulevard, as per municipal standards; and,
- (iii) any required curb depressions and textile plates for wheelchair access.

The Developer shall provide suitable temporary Community Mailbox locations which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox site locations to enable Canada Post to provide mail service to new residents as soon as possible as homes are occupied.

### 13.6 - Roads

With respect to roads giving access to the roads in the plan of subdivision and with respect to roads being constructed, the Developer agrees:

- (i) that it shall maintain the roads of the plan of subdivision in good condition and shall keep those roads free of any mud, dust, debris or obstructions. In particular, the Developer is responsible to take such action it deems necessary to resolve any disputes which may arise with the persons or companies responsible for the maintenance of unassumed roads. The Town may request a release from the persons or companies responsible for the maintenance of those unassumed roads indicating that they have no claim against the Town for damage to the unassumed road. If a release is requested, the Town will not grant final acceptance as contemplated by this agreement until that release is provided. Any such releases shall be in a form acceptable to the Town;
- (ii) that it shall keep all roads within the plan of subdivision in good repair;
- (iii) that once the roads within the plan of subdivision are constructed it shall take all steps necessary to ensure that they are kept reasonably free of mud, dust and debris;
- (iv) that it shall take all necessary steps:
  - (a) to ensure that the travelled portion of all roads are kept clear of obstruction;
  - (b) to ensure that the travelled portion of the roads are not used as a storage area for goods and materials;
  - (c) to ensure that the free flow of traffic both for emergency vehicles and the general public is maintained at all times;
- (v) that once houses have been constructed but before final acceptance, to take all necessary steps:
  - (a) to ensure the free flow of traffic for emergency vehicles;
  - (b) to maintain reasonable access for Town services, including, but not limited to, garbage collection, and snow ploughing; and,
- (vii) to comply with the reduced load limits which may be in force.

## **ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS**

### 14.1 - Amount Of And Reasons For Deposit

Each Builder within the Development, shall, at the time of first applying for each building permit for a parcel of land forming a part of the Lands, deposit with the Town a Building Deposit, equal to the sum of \$2,000.00 per lot or block for all building permits to be issued to the Residential Builder in this subdivision. The Building Deposit shall be in addition to any other securities posted by the Developer. This section 14.1 shall supplement the requirement to pay the Grading and Damage Deposit required as per Town's Building By-law 2019-18, but shall not require concurrent deposits under that By-Law and this Article 14.

Within a reasonable time following the submission of an acceptable lot specific as-built grading plan and grading certificate, the Building Deposit will be released to the Builder. The Building Deposit (in addition to any other securities posted by the Developer) is intended to ensure that:

- (i) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Town Engineer and that all construction debris is properly disposed of in accordance with section 12.3;
- (ii) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in section 7.1 and the individual Site Plan referred to in section 7.3;
- (iii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Town's Chief Building Official; and, if applicable.
- (iv) that the required tree(s) in the boulevard 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.

In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements, the whole of the Building Deposit shall be forfeited to the Town.

#### 14.2 - Use Of Deposit Monies

The Town reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless the applicable matters outlined in subclauses (i) to (iv) inclusive of section 14.1 are completed to the satisfaction of the Town Engineer or Chief Building Official, then the Town, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Town Engineer has confirmed that subclauses (i), (ii) and (iv) of section 14.1 have been satisfied and that the Chief Building Official confirms that subclause (iii) of section 14.1 has been satisfied.

#### 14.3 - Increases To Deposits

The amount of the Building Deposit described in this Article may be increased at the Town's discretion.

#### 14.4 - Building Deposit Format

The Building Deposit may only be paid to the Town in cash due at the time the Building Permit is issued.

### **ARTICLE 15 - BUILDING PERMIT REQUIREMENTS**

### 15.1 - Permits Not Assured

The execution of this Agreement by the Town shall not be deemed to give any assurance that a building permit when applied for shall be issued.

### 15.2 – Prerequisites For Permits

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled:

- (i) Any Holding “H” provision in the zoning by-law affecting the parcel has been removed;
- (ii) Preliminary Acceptance as per section 8.1 has been granted for Stage 1 and Stage II services.
- (iii) the Site Plan detailed in section 7.3 has been approved by the Town for the parcel of land for which a permit is required;
- (iv) the Town has received payment of any monies to be paid pursuant to section 4.3 and any applicable Development or Educational Development Charge;
- (v) all municipal taxes are paid in full in respect of all the Lands;
- (vi) the security required by section 10 is in good standing;
- (vii) the Building Deposit described in section 14.1 has been paid to the Town;
- (viii) The plan(s) of subdivision (or applicable phase) has (have) been registered on the title of the property;
- (ix) The dwelling unit shall be included in and benefit from the current Ontario New Home Warranty Plan;
- (x) The Developer has complied with all of the provisions of this agreement, the plans, and the additional plans to the date of such application;
- (xi) the application complies with applicable law.

### 15.3 – Refusal To Issue Permit If Developer In Default

The Chief Building Official shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement and to issue permits for such stages of construction as authorized by the Chief Building Official.

## **ARTICLE 16 – OCCUPANCY REQUIREMENTS**

### 16.1 – Compliance With Ontario Building Code

Occupancy of a residence shall not be permitted until:

- (i) the applicable Occupancy requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed and Preliminary Acceptance issued for same;
- (iii) a water and hydro meter have been installed for the residence meeting Town and Westario respective specifications; and
- (iv) driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps.

#### 16.2 – Enforcement Of Occupancy Permit Requirement

In addition to the requirements of section 16.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or their designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Town and the Town through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

### **ARTICLE 17 - BUILDING CONSTRUCTION**

#### 17.1 - Ontario New Home Warranty

All dwelling units built within the plan of subdivision shall conform to the current Ontario New Home Warranty Program.

#### 17.2 - Design And Siting

The Developer and/or Builder shall ensure that the siting of dwellings on lots or blocks is supervised in such a manner as to avoid conflicts with underground and surface works within road allowances.

#### 17.3 - Numbering Of Lots

So that each lot may be identified from the street, the Developer agrees to adopt a system of lot identification for each lot prior to the excavation of the foundation until such time as the house number is affixed to the house. The number may, at the option of the Developer, be painted on the basement wall of the house facing the street on which it fronts.

#### 17.4 - Construction

The Developer shall require Builders:

- (i) to obtain the Town's approval with respect to the location of the temporary site and sales offices;
- (ii) to carry out the construction of all buildings in a manner satisfactory to the Town's Chief Building Official;
- (iii) to acknowledge that the Town may not be able to provide adequate fire protection while the houses are under construction until the watermains which service the plan of

subdivision are connected to the existing Town watermains as contemplated by the plans;

- (iv) to provide each dwelling unit with a water meter, which is installed, and made operational in accordance with the Town's Municipal Servicing Standards and to ensure that the water meter is working properly at the time the ownership is transferred to a subsequent purchaser, after which the Town will be responsible for the maintenance of the water meter; and,
- (v) to install the eavestrough and downspouts on the units so that they discharge in accordance with the details shown on the Site Plans, as contemplated by this agreement.

#### 17.5 - Site Control

The Developer shall require a Builder:

- (i) to ensure that unoccupied lots and blocks do not become unsightly, by the accumulation of garbage, debris, or Builders' waste. All construction refuse and debris must be disposed of in an orderly and sanitary fashion and in a manner approved by the Town and the Developer agrees to obtain a similar covenant from each purchaser of vacant lands;
- (ii) to ensure that:
  - (a) they shall not use the travelled portion of the road allowances for the storage of goods and materials and that any such storage shall be at least one (1) metres from the curb;
  - (b) they shall keep the road allowances clear of building debris and obstruction;
  - (c) they shall do everything in their power to keep the road clear for the free flow of traffic for emergency vehicles and the general public; and,
  - (d) the fire hydrants are kept clear and accessible for use by the Town of Minto for fire protection and watermain flushing as required.
- (iii) to work with Wellington County's Solid Waste Services to co-ordinate efforts towards a satisfactory and reasonable garbage collection system during early occupancy stages of the plan of subdivision.

#### 17.6 – Condition Of Road Allowances

If the Developer or Builder should use the travelled portion of the road allowance for the storage of goods and materials, or should fail to keep the travelled portion of the road allowance clear of building debris and obstructions, or should otherwise fail to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public, the Town may, at its option, go onto the property and remove such goods and materials, building debris and obstructions, and do such work as may be necessary to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public. Any work completed by the Town to restore through traffic shall be at the Developer's expense.

## **ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE**

### **18.1 - Covenants On Title**

The Developer shall incorporate the conditions and covenants set out in Schedule "H" as covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting lands, roads and streets, as the case may be.

## **ARTICLE 19- LAPSING OF AGREEMENT**

### **19.1 Three-Year Deadline To Commence Work**

The parties agree that unless required Security has been provided pursuant to Article 10 and construction of services commenced within three (3) years from the date of this Agreement, the terms of this Agreement shall lapse, and a new agreement shall be required.

### **19.2 Servicing Allocation Deadline To Use**

Upon any one of the following events occurring, namely, (i) this Agreement lapses in accordance with the provisions of this Agreement herein; or (ii) the water and/or sewage capacity allocations as assigned by phase, have not been utilized to the extent required pursuant to any applicable Town By-law then in force and effect; or (iii) if after 5 years from the date of the registration of this phase of the Development, the water and/or sewage capacity allocations granted by the Town have not been utilized; then the Developer shall relinquish any water and sewage capacity that the Town has allocated to its development, and the Town may thereafter reallocate part or all of such capacity to other persons or entities as it shall see fit. Any new agreement entered into between the Town and the Developer shall include any new requirements and specifications then being imposed by the Town upon subdividing owners. Alternatively, the Town may, but is not obligated to, extend the deadline. In the event that the Developer enters into a new agreement, the Town does not warrant that all or any of the allocated water and/or sewage capacities will be reallocated to the Developer, and the Developer shall hold the Town harmless if less or no water and/or sewage capacity is allocated to it.

## **ARTICLE 20 - STOP WORK ORDERS**

### **20.1 – Stop Work Orders**

The Town's Chief Building Official may issue a development stop work order pursuant to this Agreement:

- i) if the construction or installation of the works and services contemplated by the plans, the additional plans and this agreement are not being complied with (the determination of which shall be in their sole discretion);
- ii) if the Developer has failed to commence to construct the works and services or having commenced such works and services, fails to proceed with reasonable speed to complete the same; or,
- iii) if the Developer is in any other breach of the plans, and the additional plans, or this Agreement.



## 20.2 – Timing

A stop work order shall not be issued until after the Chief Building Official has given to the Developer five (5) days (not including Saturday, Sunday, or statutory holidays) notice in writing outlining the matter or matters which are of concern and the Developer has not, in their opinion, taken reasonable steps to rectify such matter or matters. Notwithstanding the foregoing, if at any time the Chief Administrative Officer considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, the Developer shall do, cause to be done or refrain from doing any act or thing as directed by the Chief Building Official; If the Developer fails to comply with such direction, the Town may take any action it deems necessary including issuing an immediate development stop work order.

## 20.3 – Breach

If a stop work order has been issued and the Developer fails to stop work the Developer shall be deemed to be in breach of this agreement.

## 20.4 – Rectification

If a stop work order has been issued, work shall not begin again until the Developer has made arrangements that are satisfactory to the Chief Administrative Officer to rectify the breach or to correct the improper construction or installation of works and services.

## 20.5 – Restricted Application

A stop work order may be restricted in its term to the installation or construction of specific underground or above ground services, or to a specific site or area. If it is so restricted, it shall not affect the continuing installation or construction of other services or to work on other sites or areas.

## **ARTICLE 21 - BREACHES OF AGREEMENT**

### 21.1 – Breach By Developer

The Developer shall be deemed to be in breach of this agreement if there is:

- (i) failure to commence construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated in this agreement;
- (ii) failure to complete construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated by this agreement;
- (iii) failure to remedy any defect in construction of the said works and services, within the time contemplated by this agreement;
- (iv) failure to properly maintain the said works and services as per this agreement;
- (v) failure to install and maintain adequate siltation control devices;

- (vii) unauthorized use of underground services;
- (viii) failure to ensure that the contractors and Builders use the designated construction access for the plan of subdivision, to the extent applicable;
- (ix) failure to keep the roads in the plan of subdivision:
  - (a) free of mud, dust and debris;
  - (b) clear of obstructions;
  - (c) free from the storage of goods and materials; and,
  - (d) clear for the free flow of traffic for emergency vehicles and the general public;
- (x) cancellation of any Security given to guarantee performance of this agreement by the person, corporation or other body issuing such Security;
- (xi) cancellation of the liability insurance policy deposited by the Developer with the Town pursuant to the terms of this agreement,
- (xii) any other breach of the plans, additional plans, or this agreement;

and the period for curing or commencing to cure the breach, if any, has expired as set out in this Agreement. Notwithstanding anything in this agreement to the contrary, if the Town is of the opinion that the Developer is in breach of this agreement, the Town shall notify the Developer of such breach, stipulating in such notice the particulars of the breach and the action required by the Developer to remedy the breach. The Developer shall be permitted five (5) days from the Developer's receipt of the said notice to cure the breach, or, if the breach cannot reasonably be cured within such period, to commence to cure the breach and to proceed diligently thereafter to cure the breach, during which time the Developer shall not be in breach of this agreement. The Town may undertake emergency repairs without providing the notice referred to above.

## 21.2 – Injunctive Relief

The Developer acknowledges and agrees that, in addition to any other remedy which the Town may have under this agreement, it may enforce any of the provisions hereof by means of a mandatory order or injunctive relief, and the Developer consents and acquiesces to the jurisdiction of the courts and the appropriateness of such remedies.

## **ARTICLE 22 - ARBITRATION**

### 22.1 – Disputes To Be Arbitrated

If a dispute develops between the Town and the Developer as to whether an item is or is not a deficiency, as to whether or not the Town's Chief Building Official should notify the Developer that the services have been properly constructed or installed, as to whether or not the Town should issue a Certificate of Preliminary or Final Acceptance of the services, or, as to the amount of reduction of Security or any other matter contemplated in this agreement, and such dispute cannot be resolved by agreement between the Town and the Developer, such dispute or disputes shall be resolved by arbitration.

For the purpose of this part of the agreement, the Developer and the Town are collectively called "the Parties". Each of them is called "the Party" as the context requires.

## 22.2 – Rules Of Arbitration

The following are the rules of the arbitration:

- (i) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each Party shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be the chair. If either Party appoints an arbitrator and gives notice of the appointment to the other Party, the other Party must appoint an arbitrator within five (5) business days. If such appointment is not made within such period by the other Party, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator approved by both of them. The two arbitrators shall appoint a third arbitrator within one (1) week;
- (ii) The arbitrator or arbitrators are to be consulting engineers registered as such with the Professional Engineers of Ontario;
- (iii) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than two (2) months from the date of appointment of the last arbitrator to be appointed;
- (iv) The Party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other Party, at least four (4) weeks before the hearing, a statement of the matters the Party is complaining about, and the other party shall have fourteen (14) days in which to respond;
- (v) The time limits referred to above may be waived by the Party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any Party is taken by surprise as a result, the arbitration may be adjourned at any state and the unnecessary costs incurred may be assessed against the Party failing to deliver it;
- (vi) At the hearing, each Party may adduce whatever evidence it deems advisable. In addition the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about;
- (vii) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body; and,
- (viii) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of the successful Party, may be ordered to be paid by the unsuccessful Party, failing which order, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

## 22.3 – Exclusion Of Provisions Of Arbitration Act

The Parties agree to exclude all provisions of the *Arbitration Act, 1991*, as amended, except those set out in section 3 of the said Act.

## **ARTICLE 23- GENERAL PROVISIONS**

### 23.1 - Registration Of Agreement

The Developer hereby agrees that this agreement shall be registered upon title of the land within the plan of subdivision. Such registration shall be at the instance of the Town and at its sole discretion and at the expense of the Developer. The Town's Solicitor will prepare the registration documents and shall ensure that the documents are registered on the title(s) of the land within the plan of subdivision, as appropriate.

### 23.2 - License To Enter

The Developer grants to the Town, and shall retain for itself, a license to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such license shall remain in existence until the Town issues a release for the applicable part of the Lands.

### 23.3 - Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first class mail, on the third (3<sup>rd</sup>) day after mailing. The address for service of each of the Parties is as follows:

Developer: MEX DEVELOPMENTS INC  
6297 Wellington Road 109  
Harriston, ON  
N0G 1Z0

Town: THE CORPORATION OF THE TOWN OF MINTO  
5941 Highway 89  
Harriston, ON  
N0G 1Z0

### 23.4 - Number And Gender

It is agreed between the Parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

### 23.5 - Headings And Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

#### 23.6 - Waiver

It is expressly understood and agreed that the remedies of the Town under this Agreement are cumulative and the exercise by the Town of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Town may be lawfully entitled for the same default or breach; and any waiver by the Town of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Town to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

#### 23.7 - No Assignment Without Consent

The Developer shall not assign this Agreement without the prior written consent of the Town, which consent will not be unreasonably withheld.

#### 23.8 - Severability

If any term of this Agreement shall be found to be *ultra vires* of the Town, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

#### 23.9 - Developer's Acceptance Of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

#### 23.10 - Encumbrancer's Consent

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Town's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Town's solicitor.

#### 23.11 - Certification Of Completion Of Agreement Requirements

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Town may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Town shall not issue such certificate until the following conditions have been fulfilled:

- (i) all those conditions required under section 15.2 which must be fulfilled prior to making application for a building permit;

- (ii) the certification detailed in section 7.4 with respect to conformity to the drainage plan has been received by the Town for the lot or block for which a release is sought;
- (iii) the covenants detailed in Article 18 and Schedule "H" are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;
- (v) all of the services set out in section 5.14 have been completed and the Final Acceptance with respect to same has been granted; and
- (vi) the Developer has delivered to the Town Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

#### 23.12 - Certificates Of Compliance

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Town will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

#### 23.13 - Counterparts And Electronic Transmission

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all Parties.

#### 23.14 - Interpretation

This agreement shall be interpreted by the laws of Ontario. The ejusdem generis rule shall not apply in interpreting this agreement. The contra proferendum rule shall not apply in interpreting this agreement.

#### 23.15 - Minor Amendments

The Chief Building Official of the Town may authorize minor amendments to this agreement. Such amendments may be made without prior Council authorization, at their sole discretion.

#### 23.16 - Enurement

This Agreement and the covenants, provisions and conditions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall enure to the benefit of the Town, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Developer and its successors and assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

**MEX DEVELOPMENTS INC.**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner - Jerry Robous

I have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF MINTO**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor George Bridge

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk Annilene McRobb

We have authority to bind the Corporation.

**SCHEDULE "A" - Legal Description**

PARK LOT 88 CONCESSION D MINTO PARTS 2 & 5 61R21663, PART PARK LOT E SURVEY  
PRESTON'S (88-D MINTO) HARRISTON PART 4 61R21663, PART PARK LOT F SURVEY  
PRESTON'S (88-D MINTO) HARRISTON PART 3 61R21663, PARK LOT F SURVEY PRESTON'S  
(88-D) HARRISTON EXCEPT PARTS 1 TO 6 61R20828 TOWN OF MINTO

Property Identifier Number (PIN): ALL OF 71031-0611



## SCHEDULE "B" - Conditions of Draft Plan Approval

### THE CORPORATION OF THE COUNTY OF WELLINGTON DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON

With respect to an application by - Mex Developments Inc. pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a plan of subdivision, being in the Town of Minto, Part Lot 88, Concession D; Part of Park Lots E & F, Preston's Survey, Harriston, Town of Minto, in the County of Wellington. The Corporation of the County of Wellington has granted draft approval to this draft plan of subdivision subject to the following conditions of draft approval:

#### CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION 23T-20201

No.	Condition
1	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T- 20201 Project drawing No. 26534-18 last revised on September 20, 2020 by Astrid J. Clos Planning Consultants, certified by Greg Ford, OLS, and showing 57 single detached lots; 30 semi-detached lots; 39 townhouse units being a total of 126 residential lots/unit; Stormwater Management Block 79 (0.494 ha); Open Space Block 80 (2.227 ha); Park Blocks 81 & 85 (0.206 ha); Future Development Blocks 82 & 83 (0.255 ha); Walkway Block 84 (0.071 ha) and roads (2.422ha); total land area is 10.369 ha.
2	THAT the plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Town of Minto prior to the County of Wellington's granting final approval of such plan or phases.
3	THAT the street(s) shown and any reserves in this draft plan shall be dedicated to the Town of Minto. They shall be named to the satisfaction of the Town of Minto 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 of Wellington.
4	THAT the Owner conveys up to 5% of the land included in the plan to the municipality for park purposes under section 51.1(1) of the Planning Act. Alternatively, the municipality may accept cash in lieu of all or a portion of the conveyance and, under section 51.1(3) of the Planning Act, the municipality is authorized to do so.
5	THAT such easements and/or agreements as may be required for servicing, access, utility or drainage purposes shall be granted to the appropriate authority.
6	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Town of Minto that appropriate zoning is in effect for this proposed subdivision.
7	THAT the Owner enter into a subdivision agreement with the Town of Minto for the purposes of satisfying all the requirements of the Town, financial and otherwise including but not limited to the provision of roads, signage and the installation of municipal services, and stormwater management and drainage. Without limiting the generality of the foregoing, the agreement shall contain wording to the satisfaction of the Town that addresses the following matters which shall be included within the declaration related to this plan of subdivision to:  a) Contain phasing arrangements acceptable to the Town of Minto.

b) Contain provisions whereby the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Town and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.

c) Provide for the installation of a piped water supply system and a piped wastewater collection system, subject to the approval of the Ministry of the Environment, Conservation and Parks, and furthermore, shall provide for the Town of Minto to assume ownership and operation of the system.

d) Contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.

e) Be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County.

f) Contain provisions whereby the Owner shall prepare and implement a vegetation management plan which evaluates the opportunity for the protection of trees and describes tree protection measures to be implemented by the developer. Where tree or significant vegetation removals are required, the vegetation management plan shall identify locations where compensatory planting can be installed and a detail plan for installations, to the satisfaction of the Town of Minto.

g) Contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Town of Minto in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".

h) Contains provisions that outline the items to be included in all Purchase and Sale Agreements related to this plan of subdivision.

- 8 THAT the County shall be satisfied by the Town of Minto that adequate water pollution control plant and water supply plant capacities are available for the proposed development and that such services have been appropriately allocated through the execution of the Subdivision Agreement. Prior to final approval of any phase the Town of Minto will confirm the servicing allocation for such phase."
- 9 THAT Owner shall make satisfactory arrangements with the appropriate provider of telephone, natural gas, cable television and other utilities for the provision of such services to this plan of subdivision.
- 10 THAT Block(s) 79 (SWM), 80 (Open Space), 81 and 85 (Park), 84 (Walkway), 82 and 83 (Future Development) on the plan of subdivision shall be conveyed to the Town of Minto. Provided, however that the Town of Minto will give the Owner a right of first refusal to purchase Block 83 for \$2.00 in the event that such land is no longer required for use as a Storm Water management Pond. Such right of first refusal shall continue indefinitely and may be assignable by the Owner.
- 11 THAT prior to the initiation of any final site grading or servicing and prior to the registration of the Plan, submit for the approval of the Town of Minto, the following:
  - a) An updated detailed Stormwater Management Report engineering report which describes the final

design of the stormwater drainage system for the proposed development on the subject lands and areas offsite which may be impacted by the development. The report should include:

- i. Plans illustrating how the drainage system will tie into the drainage of surrounding properties;
- ii. The stormwater management techniques which may be required to control minor or major flows;
- iii. How external flows will be accommodated and the design capacity of the receiving system;
- iv. Location and description of all outlets and other facilities which may require permits;
- v. Proposed methods for controlling or minimizing erosion and siltation onsite and/or in downstream areas during and after construction.
- vi. Details of final stormwater management facilities intended to provide quality and quantity control stormwater generated from the development.

b) Overall grading plans and detailed lot grading for the subject lands that shall include finished floor elevations, top of foundation wall elevations, underside or finished basement slab elevation, underside of footings elevations, swale details, driveway elevations, lot corner elevations (existing and proposed) and drainage block and easement details. The grading plans shall be included in the Subdivision Agreement.

c) Storm and sanitary sewer design sheets, detailing peak flows and capacities of all constructed and altered sewers, and the Lorne Street West storm sewer.

d) Erosion and Sediment Control Plan, detailing all temporary erosion control measures to be in place during the construction period and permanent erosion control works to be left in place after construction.

e) Engineering design drawings for works to be constructed as part of the development including any off-site works that are the responsibility of the Developer.

f) Agree in the Subdivision Agreement, in wording acceptable to the Town of Minto:

- i. To carry out, or cause to be carried out, all the works referred to in condition 9(a) to (f) above;
- ii. To obtain the necessary permits and approvals from the Maitland Valley Conservation Authority and Ministry of the Environment;

12 THAT prior to final approval, the owner shall complete and submit to the Town of Minto, the following:

a) Landscape Plan(s) completed by a qualified consultant to the satisfaction of the Town of Minto. The details of the Landscape Plan shall be included in the Subdivision Agreement.

b) Hydro plan(s), Street Lighting Layout and Details including Photometric analysis, individual utility supplier drawings, and a Composite Utility Plan (CUP). Plans are to be by qualified consultants to the satisfaction of the Town of Minto. When the CUP is approved it can then be re-circulated to the individual utility suppliers for their approval and confirmation that the plan matches their plans/requirements and no conflicts are noted. This confirmation is to be submitted in writing (email or otherwise) to the Town. Municipal Consent may then be issued for installation of the utilities within the Municipal ROW and Subdivision.

c) Plan and Profile drawings for every street to be constructed or altered.

d) Pavement Marking and Signage Plan, including any exterior works such as the northbound left turn lane on Elora Street, South.

- 13 THAT the details of the geotechnical investigation shall be included in the Subdivision Agreement.
- 14 THAT all road drainage on John Street, southeast of Lorne Street, is to be directed to Stormwater Management Block 79, to the extent possible and to the satisfaction of the Town of Minto, to reduce flows conveyed to the Lorne Street storm sewer.
- 15 THAT a temporary Sediment Control Basin, complete with Hickenbottom and berm, is to contain and attenuate flows from Blocks 73 (Townhouses) and 82 (Future Development), and is provided on Future Development Block 82 prior to outletting to the Lorne Street storm sewer. This is required to reduce the opportunity for surcharging the Lorne Street storm sewer. This temporary Sediment Control Basin is to remain in place until Blocks 73 and 82 are developed.
- 16 THAT the owner agrees to maintain all storm water management facilities in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town of Minto.
- 17 THAT all measurements in subdivision final plans must be presented in metric units.
- 18 THAT inauguration or extension of a piped water supply, a sewage system or a storm drainage system, is subject to the approval of the Ministry of the Environment under the Ontario Water Resources Act, RSO 1990, as amended.
- 19 THAT a Holding (H) Provision shall be put in place on lands, or part thereof, to the satisfaction of the Town of Minto which will not permit the issuance of building permits until the following matters have been addressed to the satisfaction of Council:
  - a) Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land and which has been allocated by the Town for this development, or part thereof.
  - b) Stormwater management issues have been adequately addressed;
  - c) A detailed engineering design has been approved and the necessary development agreement(s) have been entered into with the Town.
- 20 THAT the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service the development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada (telecommunication provider).
- 21 THAT the Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
- 22 THAT prior to final approval, the Owner/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.

- 23 THAT Education Development Charges shall be collected prior to the issuance of a building permit(s).
- 24 THAT the Developer shall agree to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ArcGIS (shapefile or geodatabase) format or DXF format using a projected geographic coordinate system, containing the following information: parcel fabric and street network.
- 25 THAT the developer shall agree in the subdivision agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.
- 26 THAT the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the Developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.
- 27 THAT that the owner/developer shall complete to the satisfaction of Canada Post the following
- The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
  - 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.
  - The owner/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.
  - The owner/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.
  - The owner/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.
  - The owner/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 Township of Mapleton.
  - The owner/developer agrees to include in all offers of purchase and sale 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.
  - The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
- 28 THAT implementation of road surface markings for a northbound left-turn lane at the intersection of Elora Street South (Wellington Road 109) at Street 'A' (Anne Street) to the satisfaction of the Wellington Roads Department.

- 29 THAT submission of an entrance permit to the Wellington Roads for a new public road at each proposed access (Street 'A') will be required.
- 30 THAT the owner provide to the County of Wellington a digital file of the final plan of subdivision which is an AUTOCAD "DWG" file format.
- 31 THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
- 33 THAT if final approval is not given to this draft plan No. 23T-20201 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Town of Minto must be received by the Director of Planning for the County of Wellington prior to the lapsing date of \_\_\_\_\_.
- 34 THAT the County of Wellington be advised in writing by the Town of Minto that conditions 2 - 19 have been satisfied.
- 34 THAT the Owner's surveyor shall provide to the County of Wellington a written undertaking to provide to the County of Wellington a mylar copy, 2 white prints and a pdf of the final plan of subdivision as registered in the Land Titles Office for Wellington (No. 61) should such documents not be forwarded to the County of Wellington by the local Land Registrar's office after registration of the plan.
- 35 THAT the County of Wellington be advised in writing by Bell/telecommunication provider that conditions 20, 21 and 22 have been satisfied.
- 36 THAT the County of Wellington be advised in writing by Upper Grand District School Board that conditions 23, 24, 25 and 26 have been satisfied.
- 37 THAT the County of Wellington be advised in writing by Canada Post that condition 27 has been satisfied.
- 38 THAT the County of Wellington be advised in writing by County Roads Department that conditions 28 and 29 have been satisfied.
- 39 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

## **SCHEDULE "C" – Variations/Exceptions From Standard Provisions Of Agreement**

### General Matters

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the Draft Plan of Subdivision identified in Schedule "B" unless specific reference to other plan(s) have been made.
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Town.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to meet regulations/standards and avoid conflicts with municipal services. Prior to installation of utilities, the Developer is required to receive approval of the Composite Utility Plan (CUP) and related Municipal Consent from the Town.
4. The Town may reduce the Security required by if it is satisfied that the Security provided by the Developer to Westario and the agreement between the Developer and Westario are sufficient to cover all hydro work in the subdivision.

### Model Home Agreement

5. Provided that an appropriate level of servicing has been attained, the Developer may apply to the Town for a Model Home Agreement.

### Warning Clauses

6. Purchase and Sale Agreement Warnings on First Transfer

The Developer agrees to include in all offers of Purchase and Sale or Lease the following:

- a) the amount of any applicable Development Charges to be paid to the Town, the County and the applicable School Boards;
  - b) "The lands to the south and west of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations."
  - c) "Servicing capacity currently may not exist for the entire development. This could lead to a delay in the timing of final approval of additional phases." This clause will no longer be required in purchase and sale or lease agreements when sufficient servicing capacity exists for the entire subdivision."
7. In the event the Town requires easements for turning circles through R-Plans from the Developer, as per Schedule "E" attached hereto, the Town covenants and agrees to release the easements when they are no longer required due to the extension of the next applicable phase.

## **SCHEDULE "D" - Lands to Be Conveyed To The Town**

### Lands To Be Conveyed To The Town

Blocks 79, 80, 81, 82, 83, 84 and 85.

The Town will give the Developer a right of first refusal to purchase Block 83 for \$2.00 in the event that such land is no longer required for use as a Storm Water management Pond. Such right of first refusal shall continue indefinitely and may be assignable by the Owner.



### **SCHEDULE "E" - Easements To Be Conveyed**

Such easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Town in accordance with municipal standards. Other easements that may be required to be conveyed include, but are not limited to, private easements for surface drainage and mutual easements between abutting properties for repairs and maintenance. Developer to submit an Easement Plan to the Town for review/approval prior to registering easements.

LIST OF EASEMENTS (as at the date of the Agreement, and subject to change)

In Favour of the Town:

- **3.0m Drainage Easement to the rear of lots 4 to 12 (inclusive) and to the side of Lot 3;**
- **3.0m Drainage Easement at the side of Lot 24 and 25;**
- **3.0m Drainage Easement at the side of Lot 29 and 30;**
- **3.0m Drainage Easement at the side of Lot 35 and 36;**
- **3.0m Drainage Easement at the rear of Lot 47 and 48**
- **3.0m Drainage Easement at the rear of Block 73;**
- **3.0m Drainage Easement at the rear of Block 76;**
- **3.0m Drainage Easement at the rear of Block 78; and,**
- **any other Easement as required by the Town.**

**SCHEDULE "F" - PAYMENTS & SECURITIES TO BE MADE TO THE TOWN**

PAYMENTS TO THE TOWN

DUE DATE

Building Permit	upon Building Permit issuance
Development Charges	upon Building Permit Issuance
Building Deposit	upon Building Permit Issuance
Subdivision Security	upon the Signing of this Subdivision Agreement

## **SCHEDULE "G" - MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER**

### Services To Be Provided By the Developer

The services, facilities and items included within the Approved Plans and Reports, as listed in Schedule 'I' and described herein shall be constructed in accordance with plans and specifications meeting the Town's applicable servicing standards and as approved in writing by the Town Engineer.

**SCHEDULE "H" - 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**

Covenants:

The purchaser/transferee covenants as follows:

- a) 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 and Site Plan for the Lands referred to in the Subdivision Agreement with the Town which controlled the development of the Lands and shall not be altered without the written approval of the Town;
- b) 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;
- c) 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.
- d) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Town and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- e) the purchaser/transferee covenants and agrees to maintain any fence on the boundary of the within-described lands in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the lands and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- f) the purchaser/transferee covenants that no curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer/transferee proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and the dwelling layout a lot that will reflect the driveway and curb cut at that location. The Developer/transferee shall be responsible for damage, if any, to the remaining curb.
- g) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event, they shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,
- h) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,

- i) the purchaser/transferee covenants and agrees to comply with the requirements of the Town's sewer use by-law in effect from time to time.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

## SCHEDULE "I"-APPROVED PLANS & REPORTS

### List of Approved Plans

The following list is a summary of the works to be completed under this agreement:

All of the works are to be installed, constructed, or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings provided by the identified professionals to the Town's Engineer in relation to the Works pertaining to this Agreement on the lands legally described in Schedule "A".

List of Drawings and Works to be completed, latest drawing submission:

#### **Prepared by Astrid J. Clos Planning Consultants:**

- Draft Plan Of Subdivision 23T-20201, Dated February 12, 2020;

#### **Prepared by Moorefield Excavating, Project No. 191-103:**

- Drawing No. D2.1, Construction Notes Typical Sections And Details, Rev. 1-0, Dated 6-12-2022
- Drawing No. D2.2, Construction Notes Typical Sections And Details, Rev. 1-0, Dated 6-12-2022
- Drawing No. D3.1, Ontario Provincial Standard Drawings, Rev. 1-0, Dated 6-12-2022
- Drawing No. D3.2, Ontario Provincial Standard Drawings, Rev. 1-0, Dated 6-12-2022
- Drawing No. D3.3, Ontario Provincial Standard Drawings & Town Standards, Rev. 1-0, Dated 6-12-2022
- Drawing No. SERV-1, General Servicing Plan Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. GRAD-1, Proposed Site Grading Plan Overall Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. GRAD-2, Proposed Site Grading Plan South End Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. GRAD-3, Proposed Site Grading Plan North End Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. GRAD-4, Sediment And Erosion Control Plan & Phasing Plan Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P1, Plan And Profile Street 'B' STA 0+000 To STA 0+136 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P2, Plan And Profile Street 'B' STA 0+136 To STA0+296 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P3, Plan And Profile Street 'B' STA 0+296 To STA 0+509 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P4, Plan And Profile Street 'B' STA 0+509 To STA 0+606 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P5, Plan And Profile Street 'B' STA 0+606 To STA 0+706 (1+100) Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P6, Plan And Profile Street 'A' (Anne Street) STA 6+000 To STA 6+196 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P7, Plan And Profile John Street South STA 3+150, STA 4+000 To STA 4+110 Harriston, Rev. 1-0, Dated 6-12-2022

- Drawing No. P&P8, Plan And Profile Street 'C' STA 2+000 To STA 2+130 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. P&P9, Plan And Profile Emergency Access STA 32+000 To STA 32+089 Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. SP-1, Proposed Site Plan Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. STM-1, Storm Pond Details Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. Title - 1, Title Sheet And Drawing List Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. Utility - 1, Joint Use Utility Plan Harriston, Rev. 1-0, Dated 6-12-2022
- Drawing No. Utility - 2, Joint Use Utility Plan Harriston, Rev. 1-0, Dated 6-12-2022
- Servicing Brief, Dated 5-11-22

**Prepared by Cree Lighting:**

- Page D1, Rev. 2 – 03/30/21

**Prepared by RR Power Consulting Inc., Project: Harriston Subdivision Street Lighting Anne St, John St S, & Webb St:**

- Drawing No. LT-1 – Street Lighting Electrical Servicing Plan, Rev. C, Dated 22.05.20
- Drawing No. DT-1 – Street Lighting Installation Details, Rev. C, Dated 22.05.20
- Drawing No. DT-2 – Street Lighting Installation Details, Rev. C, Dated 22.05.20

**Prepared by Canada Post:**

- CPC ID E201-ENG-06, Rev.: 00, Dated – 2019-03-29
- CPC ID E201-ENG-07, Rev.: 00, Dated – 2019-03-29

**Prepared by Eastlink Design Department, Project RT21-1289611 – MEX Development:**

- Cover Sheet
- Legend, Revision 2, Dated Apr/29/2022
- Vicinity Map, Revision 2, Dated Apr/29/2022
- Underground Power Detail, Revision 2, Dated Apr/29/2022
- Underground Construction Details, Revision 2, Dated Apr/29/2022
- Plan Number – 01, Revision 2, Dated Apr/29/2022
- Plan Number – 02, Revision 2, Dated Apr/29/2022

**Prepared by Hill Design Studio, Project Draft Plan Of Subdivision 23T – 20201 Town of Harriston:**

- Sheet No. L1 – Fencing and Street Tree Plan, Revision 1, Dated May. 30. 22
- Sheet No. L2 – Fencing and Street Tree Plan, Revision 1, Dated May. 30. 22
- Sheet No. L3 – Details, Revision 1, Dated May. 30. 22

**Prepared by RR Power Consulting Inc., Project: Harriston Subdivision Town of Minto:**

- Cover Sheet, Rev. 1, Dated May 20, 2022
- Primary Schematic, Rev. 1, Dated May 20, 2022
- Electrical Layout, Rev. 1, Dated May 20, 2022
- Duct Layout, Rev. 1, Dated May 20, 2022

**Prepared by Wightman, Project: 510-2 SA-11 Phase 1:**

- Duct Design, Dated March 09, 2022

**SCHEDULE "J" – Phasing Plan**

**Prepared by Moorefield Excavating, Project No. 191-103:**

- Drawing No. GRAD-4, Sediment And Erosion Control Plan & Phasing Plan Harriston, Rev. 1-0, Dated 6-12-2022



**SCHEDULE "K" – Draft Plan**

**Prepared by Astrid J. Clos Planning Consultants:**

- Draft Plan Of Subdivision 23T-20201, Dated February 12, 2020

**FORM "1" - Final Lot Grading and Drainage Certificate**

The undersigned hereby certifies to the Corporation of the Town of Minto (the Town) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO.

STREET

being LOT / BLOCK

REGISTERED PLAN

have been constructed, in conformance with the overall Approved Grading Plan and Site Plan (as approved by the Town) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Town that:

- (i) the final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Site Plan described in the Subdivision / Development Agreement.
- (ii) the grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Approved Individual Lot Site Plan; and,
- (iii) the lot has been graded to provide positive drainage in the front, rear and sideyard and that there is no area of the property which is subject to ponding of water.
- (iv) 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 Town in full knowledge that the Town relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of, \_\_\_\_\_, 2022

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

***NOTE: Copies of this form of certification are available at the Town's Building Department***

FORM "2" – Form of Letter of Credit

Your Name & Address

Date of Issue:  
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:  
THE CORPORATION OF THE TOWN OF MINTO  
5941 Highway 89  
Harriston, ON NOG 1Z0

AMOUNT:  
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Town of Minto and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14].**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

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

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.