



TOWN OF ERIN
REGULAR COUNCIL MEETING
AGENDA

September 12, 2024

3:00 PM

Municipal Council Chamber

Pages

1. Call to Order
2. Approval of Agenda
3. Declaration of Pecuniary Interest
4. Community Announcements
5. Adoption of Minutes 1 - 5
August 29th - Regular Council Meeting
And the Confidential Minutes of the Closed Session Meeting held on
August 29th, 2024.
6. Business Arising from the Minutes
7. Delegations/Petitions/Presentations
 - 7.1 Blue Triton Brands - Town of Erin Annual Update 6 - 22
8. Reports
 - 8.1 Community Services
 - 8.1.1 Planning & Development
 - 8.1.1.1 Development of Part of Lot 16, Concession 10 & Part of Lot 17, Concession 10; National Properties Inc. Phase 2 Subdivision Agreement 23 - 294
 - 8.2 Corporate Services
 - 8.2.1 Legislative Services
 - 8.2.1.1 CVC Funding Proposals to the Green Municipal Fund (GMF) for Growing Canada's Community Canopies 295 - 297
9. Correspondence
 - 9.1 2024 Activity List 298

10. Closed Session

Matters under the following exemptions in the Municipal Act S. 239 (2):

(b) personal matters about an identifiable individual, including municipal or local board employees; with respect to a market compensation review.

11. Return from Closed Session

11.1 Motion to Reconvene

11.2 Report Out

12. By-Laws

299

Confirming By-law

13. Notice of Motion

14. Adjournment



**TOWN OF ERIN
MINUTES OF THE REGULAR COUNCIL MEETING**

**August 29, 2024
3:00 PM
Municipal Council Chamber**

Present:	Michael Dehn	Mayor
	Cathy Aylard	Councillor
	John Brennan	Councillor
	Jamie Cheyne	Councillor
	Bridget Ryan	Councillor

Staff Present:	Rob Adams	Chief Administrative Officer
	Scott Bates	Interim Director of Fire & Emergency Services/Fire Chief
	Joe Forte	Director of Planning & Development/Chief Building Official
	Nina Lecic	Director of Legislative Services & Town Clerk
	Wendy Parr	Director of Finance & Treasurer
	Justin Grainger	Deputy Clerk
	David Waters	Manager of Planning & Development

1. Call to Order

Mayor Dehn called the meeting to order at the hour of 3:00 PM.

2. Approval of Agenda

Resolution # 24-187

Moved By Councillor Ryan

Seconded By Councillor Aylard

Be it resolved that the agenda be approved as circulated.

Carried

3. Declaration of Pecuniary Interest

None.

4. Community Announcements

- On September 2nd a BBQ with music will be held at the Erin Legion.
- On September 6th there is a drive-thru chicken BBQ held by the Erin Agricultural Society.
- On September 12th the Erin Chamber of Commerce is holding their Annual General Meeting.
- On September 16th the Erin Chamber of Commerce is hosting a business seminar.

- On September 18th the Scarecrow Festival will be presented by the Lions Club.
- On September 21st the Fall Sidewalk Sale will take place.
- On September 22nd the Feast of Hops will be held by the Rotary Club.
- On September 28th the Fall Rural Romp will be celebrated throughout Wellington County.
- Also on September 28th the Wellington Plowmen's Match takes place in Rockwood.
- The Erin Farmers Market is open on Thursdays until September 22nd.

Details on these and more at www.erin.ca/whats-on/

5. Adoption of Minutes

Resolution # 24-188

Moved By Councillor Brennan
Seconded By Councillor Aylard

Be it resolved that Council hereby adopts the following meeting minutes as circulated;

- July 18th - Regular Council Meeting**
- July 24th - Special Council Meeting**
- July 25th - Special Council Meeting**
- August 6th - Special Council Meeting**

Carried

6. Business Arising from the Minutes

None.

7. Delegations/Petitions/Presentations

None.

8. Reports

8.1 Community Services

8.1.1 Planning & Development

8.1.1.1 Recommendation Report, Part Lot Control Application (PLC24-03), National Properties Inc. (Erin Glen Phase 1 Plan 61M-258)

Resolution # 24-189

Moved By Councillor Brennan
Seconded By Councillor Cheyne

That report number PD2024-12 “Recommendation Report, Part Lot Control Application (PLC24-03), National Properties Inc. (Erin Glen Phase 1 Plan 61M-258)” be received for information;

And that By-law 24-42 as listed on the August 29, 2024 agenda be approved.

Carried

8.2 Corporate Services

8.2.1 Legislative Services

8.2.1.1 2025 Council and Committee Meeting Schedule

Resolution # 24-190

Moved By Councillor Cheyne

Seconded By Councillor Aylard

That report number C2024-07 “2025 Council and Committee Meeting Schedule” be received for information;

And that Council approves the 2025 meeting schedule as presented in Appendix A of this report;

And that the Director of Legislative Services & Town Clerk be granted delegated authority to revise the 2025 meeting schedule as required.

Carried

8.2.1.2 Request for Concurrence for Proposed Telecommunication Tower Located at 6113 Trafalgar Road, Hillsburgh

Resolution # 24-191

Moved By Councillor Brennan

Seconded By Councillor Ryan

That report number C2024-08 “Request for Concurrence for Proposed Telecommunication Tower Located at 6113 Trafalgar Road, Hillsburgh” be received for information.

And that the Town of Erin Council concur that the proposal by Rogers Communications Canada Inc. to erect a wireless communication installation on lands known as 6113 Trafalgar Rd, Erin, Ontario, is fully compliant in the Town’s opinion, with the requirements of the local telecommunications protocol of the Town of Erin, titled “Town of Erin Policy – Public Notification Requirements for Installation of Telecommunication Towers,” as well as ISED Canada’s default protocol CPC-2-0-03 Issue 6 (July 2022) “Radiocommunication and Broadcasting Antenna Systems”, and all obligations for the municipal and public consultation requirements have been satisfactorily met.

Carried

8.2.1.3 Heritage Plaque Program

Resolution # 24-192

Moved By Councillor Aylard

Seconded By Councillor Ryan

That report number C2024-09 “Heritage Plaque Program” be received for information;

And that Council approves the proposed Heritage Plaque Program Policy as presented in Appendix A of this report;

And that By-law 24-43, to amend the Fees and Charges By-law 24-36, as listed on the August 29, 2024 agenda be approved.

Carried

9. Correspondence

9.1 2024 Activity List

Resolution # 24-193

Moved By Councillor Cheyne

Seconded By Councillor Brennan

Be it resolved that Council receives correspondence item 9.1 for information.

Carried

10. Closed Session

Resolution # 24-194

Moved By Councillor Cheyne

Seconded By Councillor Aylard

Be it resolved that Council proceeds into a closed session at the hour of 3:35 PM to discuss the matter(s) under the following exemptions in the Municipal Act S. 239 (2) pertaining to:

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; with respect to an appeal to the Ontario Land Tribunal.

Carried

11. Return from Closed Session

11.1 Motion to Reconvene

Resolution # 24-195

Moved By Councillor Aylard

Seconded By Councillor Cheyne

Be it resolved that the meeting be reconvened into open session at the hour of 4:00 PM.

Carried

11.2 Report Out

Resolution # 24-196

Moved By Councillor Ryan

Seconded By Councillor Brennan

Be it resolved that staff proceed as discussed.

Carried

12. By-Laws

Resolution # 24-197

Moved By Councillor Cheyne

Seconded By Councillor Aylard

Be it resolved that the By-Laws numbered 24-41 to 24-44, inclusive, are hereby passed.

Carried

13. Notice of Motion

None.

14. Adjournment

There being no further business to discuss, the Mayor adjourned the meeting at the hour of 4:02 PM.

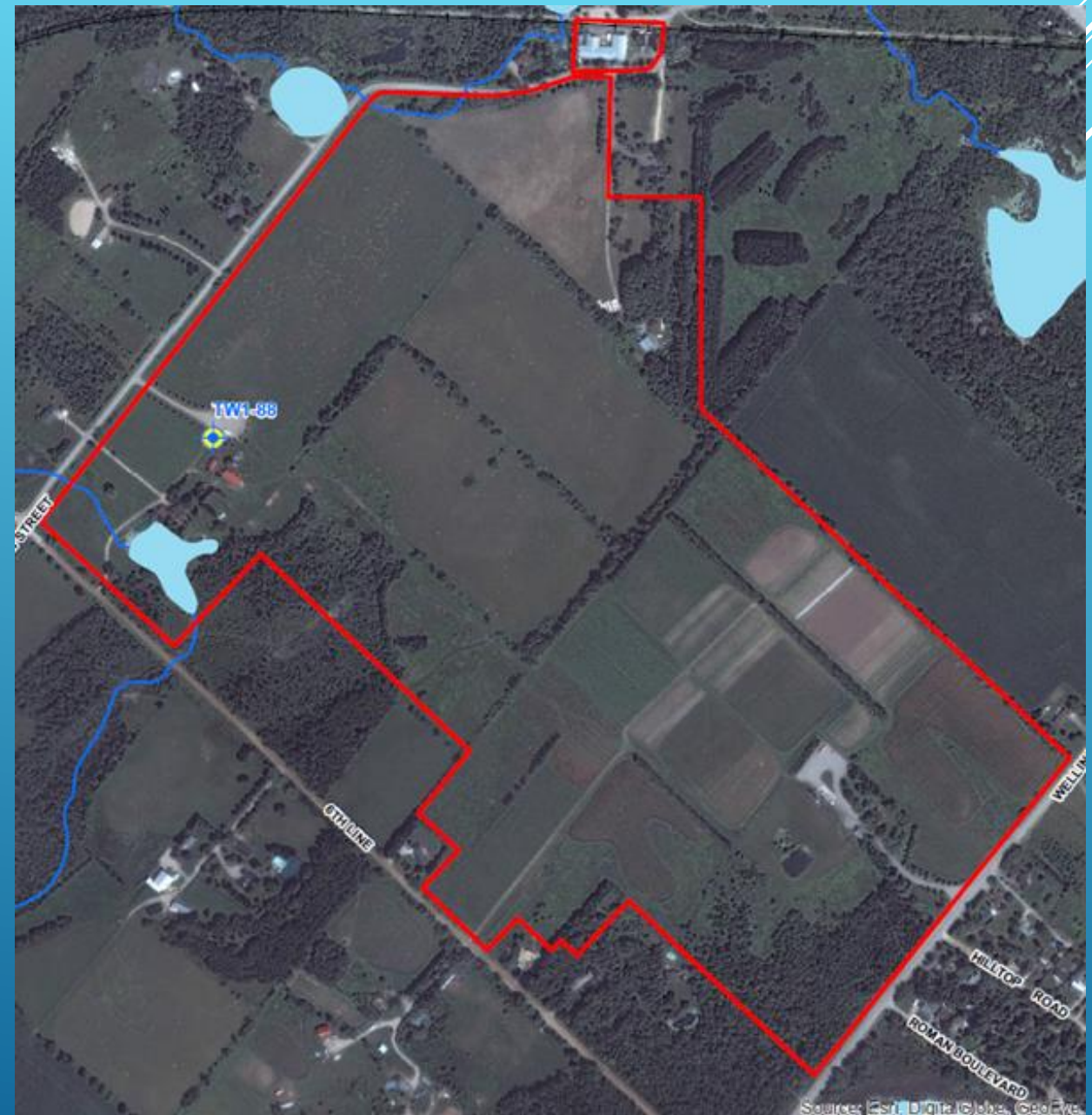
Mayor Michael Dehn

Town Clerk Nina Lecic

BlueTriton Brands

Town of Erin
Annual update

September 12, 2024



ERIN HISTORY

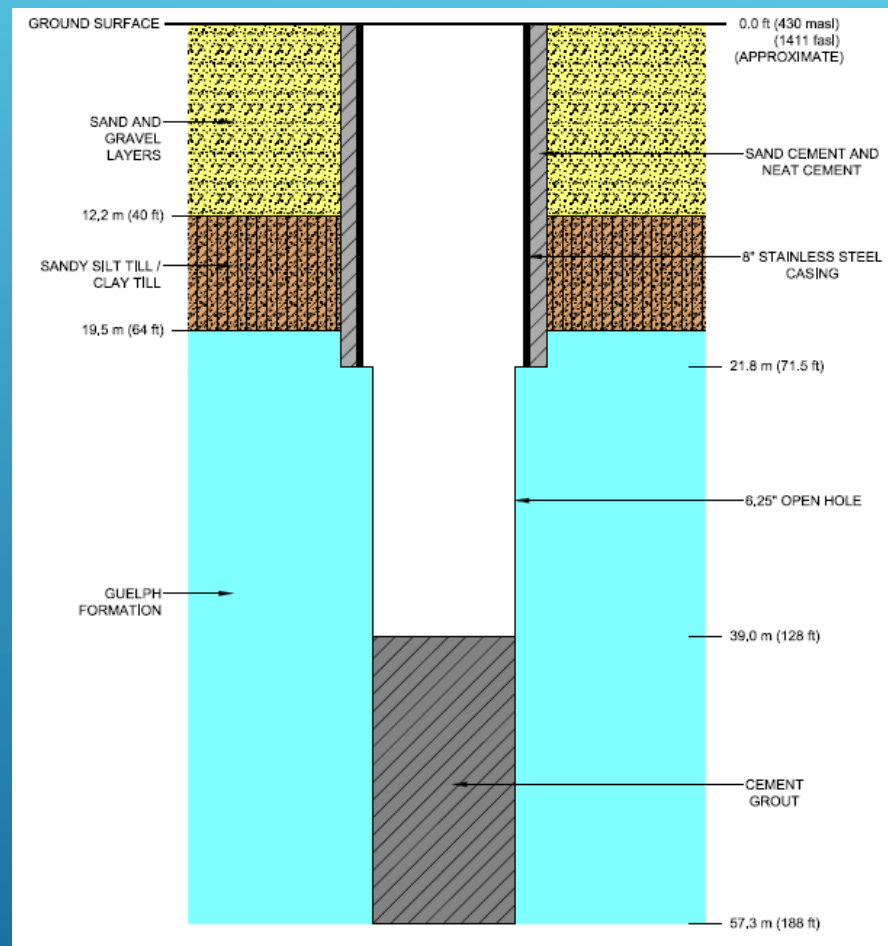
- **TW1-88 is used to supply water for bottling water.**
- **Water is pumped to a silo and then transported to the Aberfoyle Plant for bottling.**
- **TW1-88 was constructed in 1988.**
- **Pumping for commercial purposes began in 2000.**



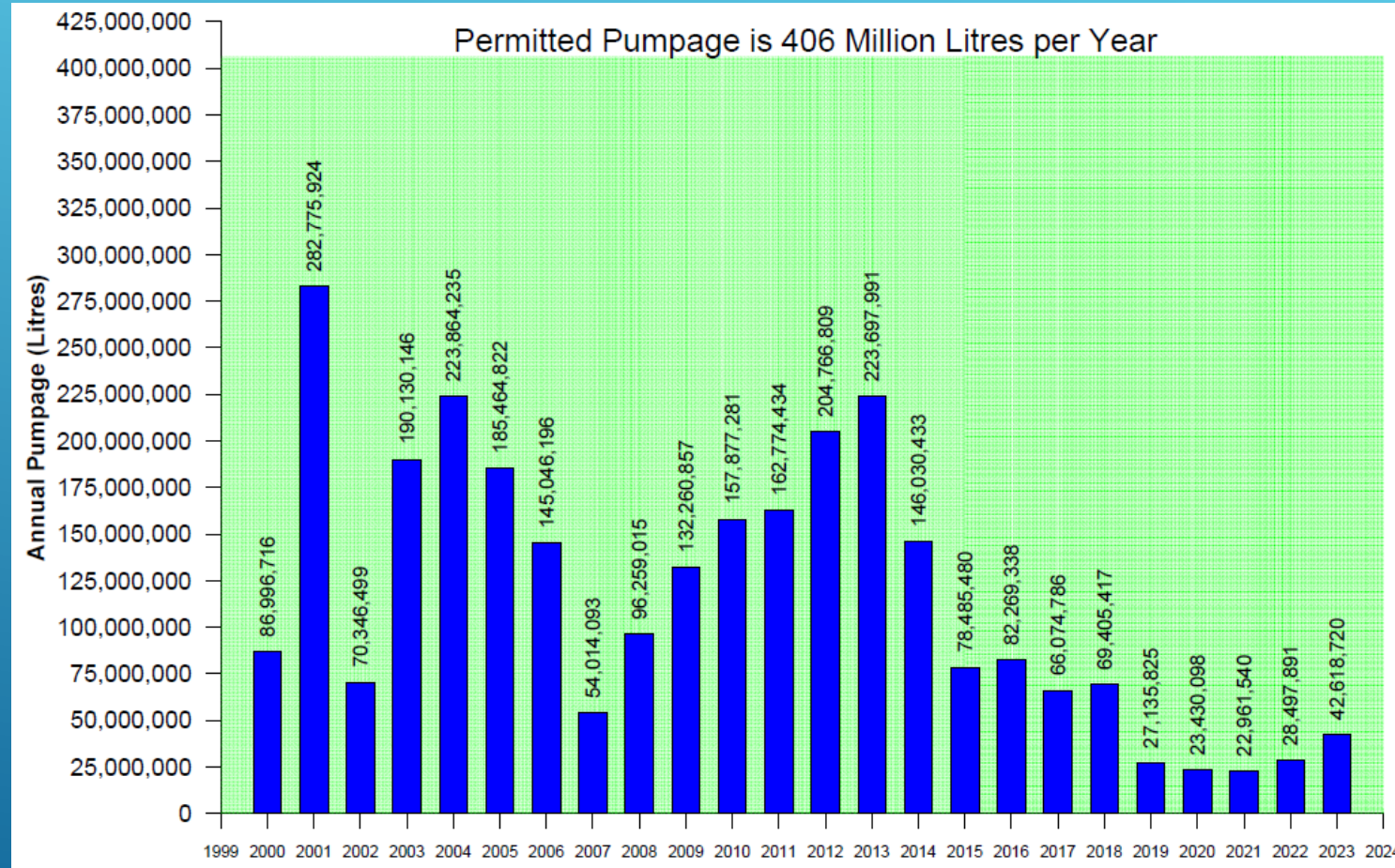
ERIN PERMIT

- **BlueTriton's water taking is governed by PTTW Number 4788-C5TJTZ**
 - **TW1-88 is used for bottling water.**
 - **Total daily taking cannot exceed (1.113 ML/day).**
 - **The new permit was issued on November 15, 2021 and is valid for five years.**

ERIN SUPPLY WELL TW1-88

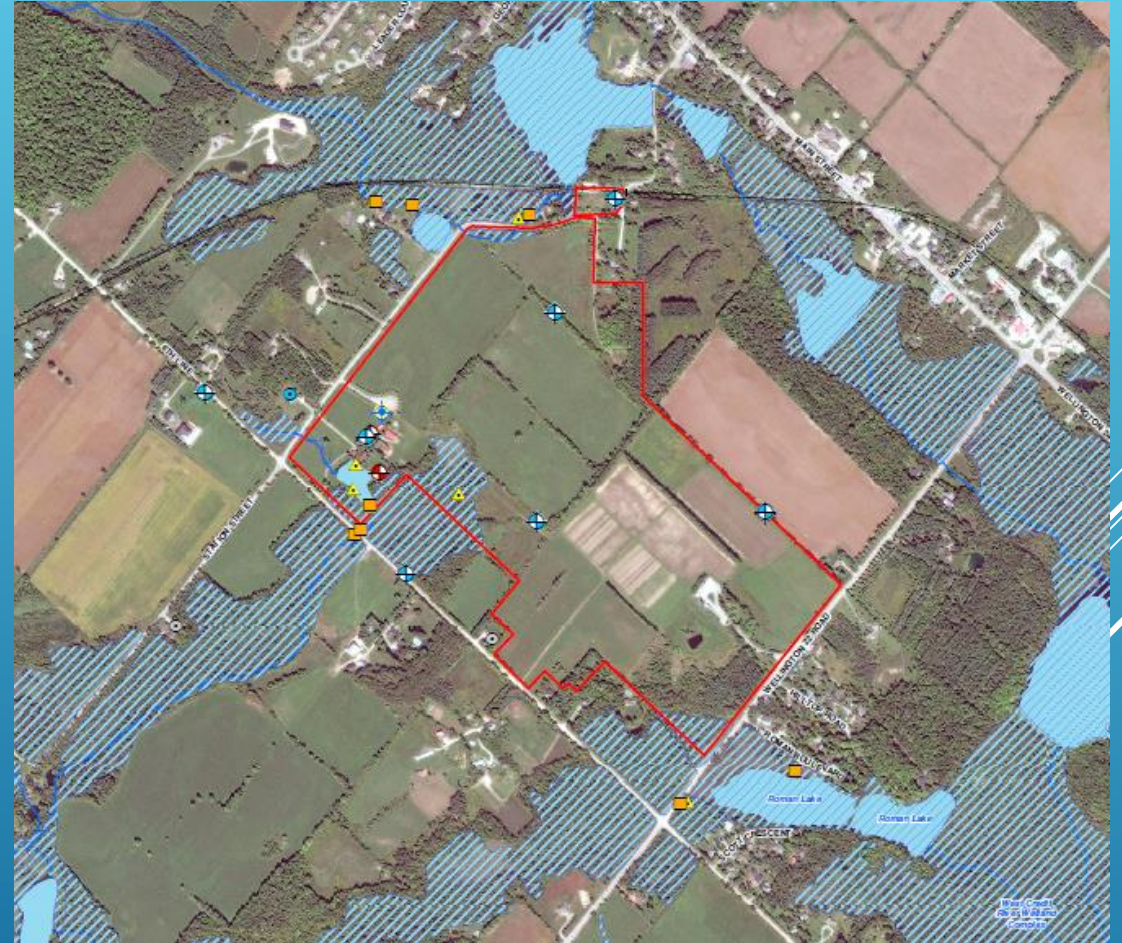


TW1-88 ANNUAL WATER TAKINGS

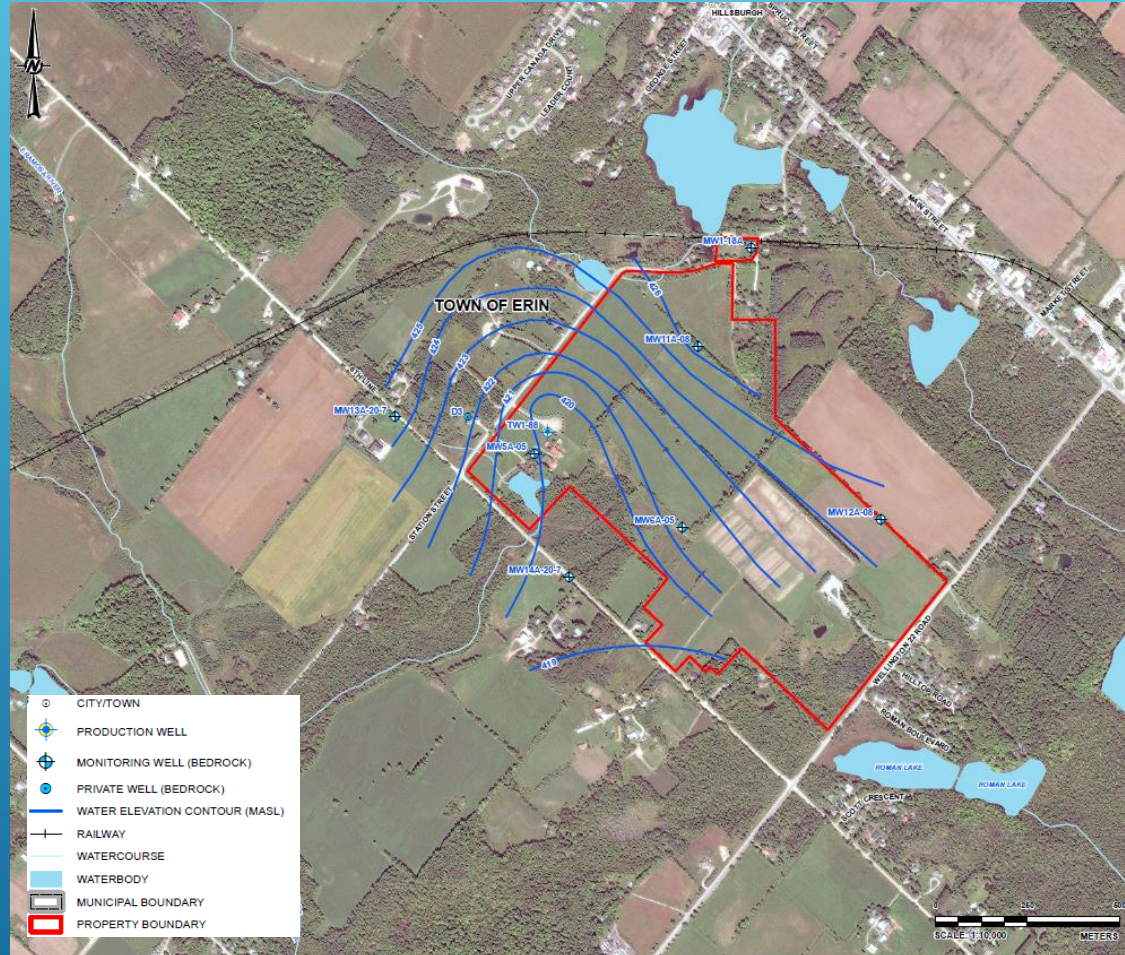


GROUNDWATER AND SURFACE WATER MONITORING PROGRAM

- **1 production well**
- **8 monitoring well nests (total of 16 monitors)**
- **7 surface water stations**
- **7 mini-piezometer nests (total of 14 monitors)**
- **1 private well**

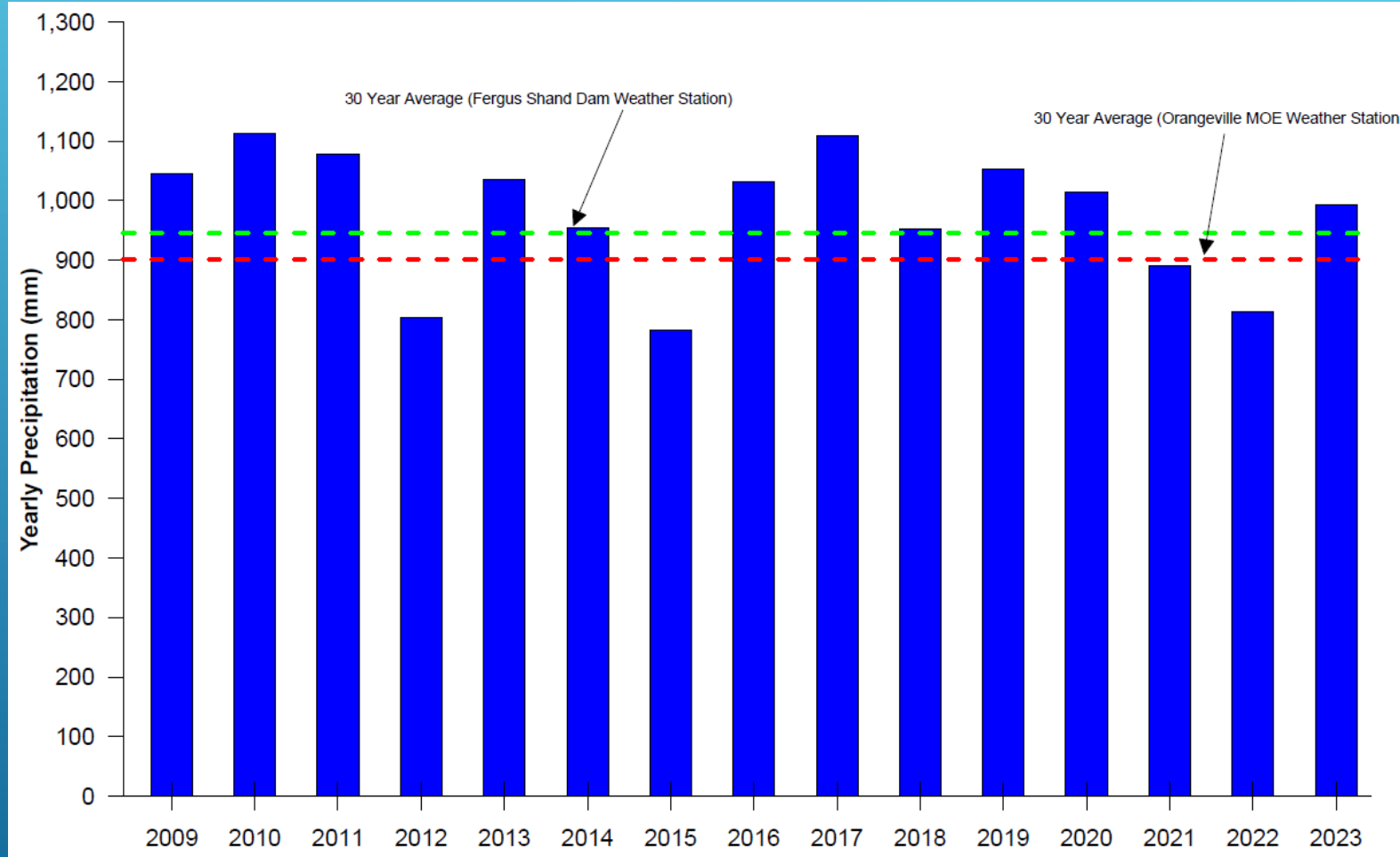


POTENTIOMETRIC SURFACE IN GUELPH FM.

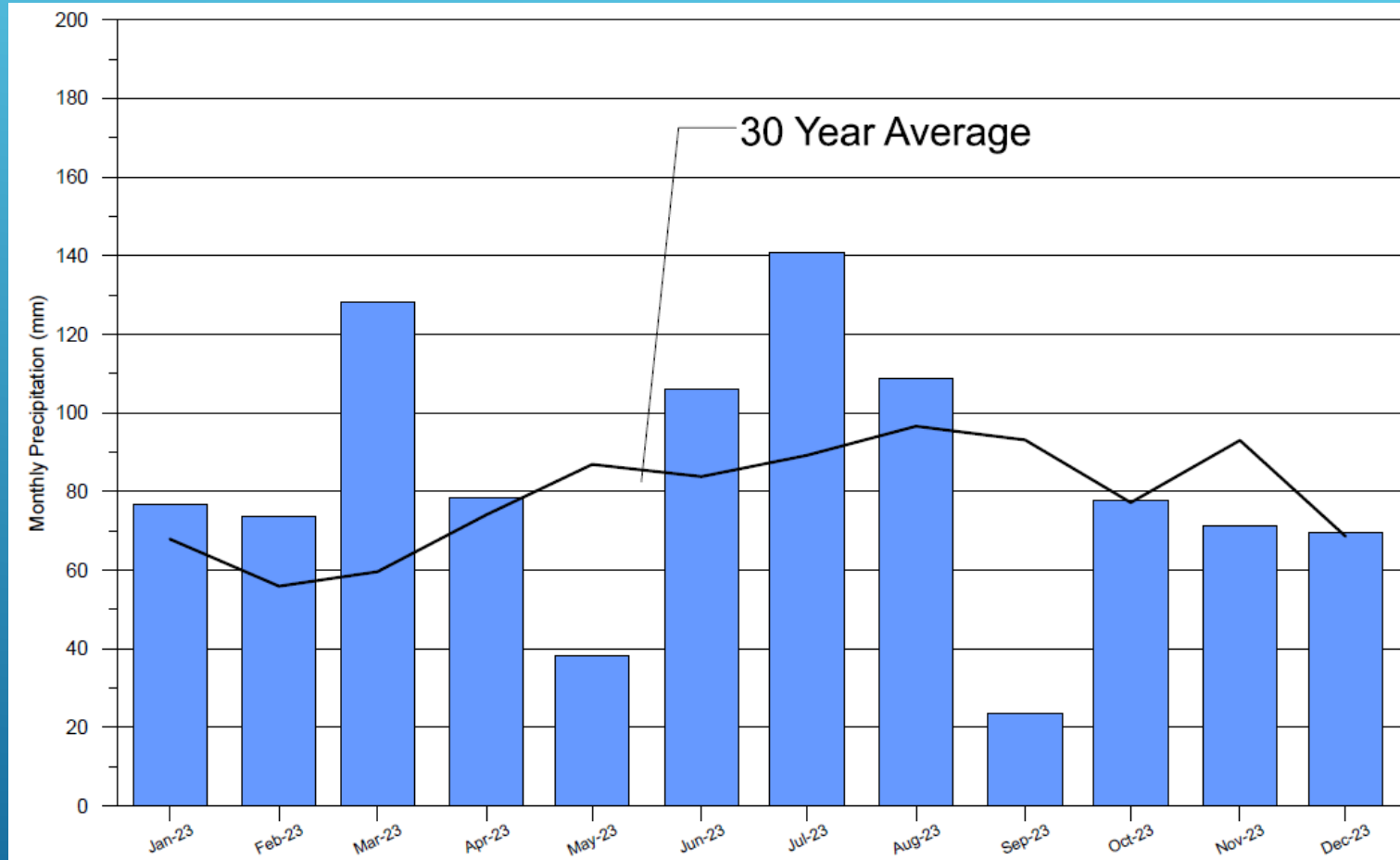


Water levels
measured
September 26,
2023

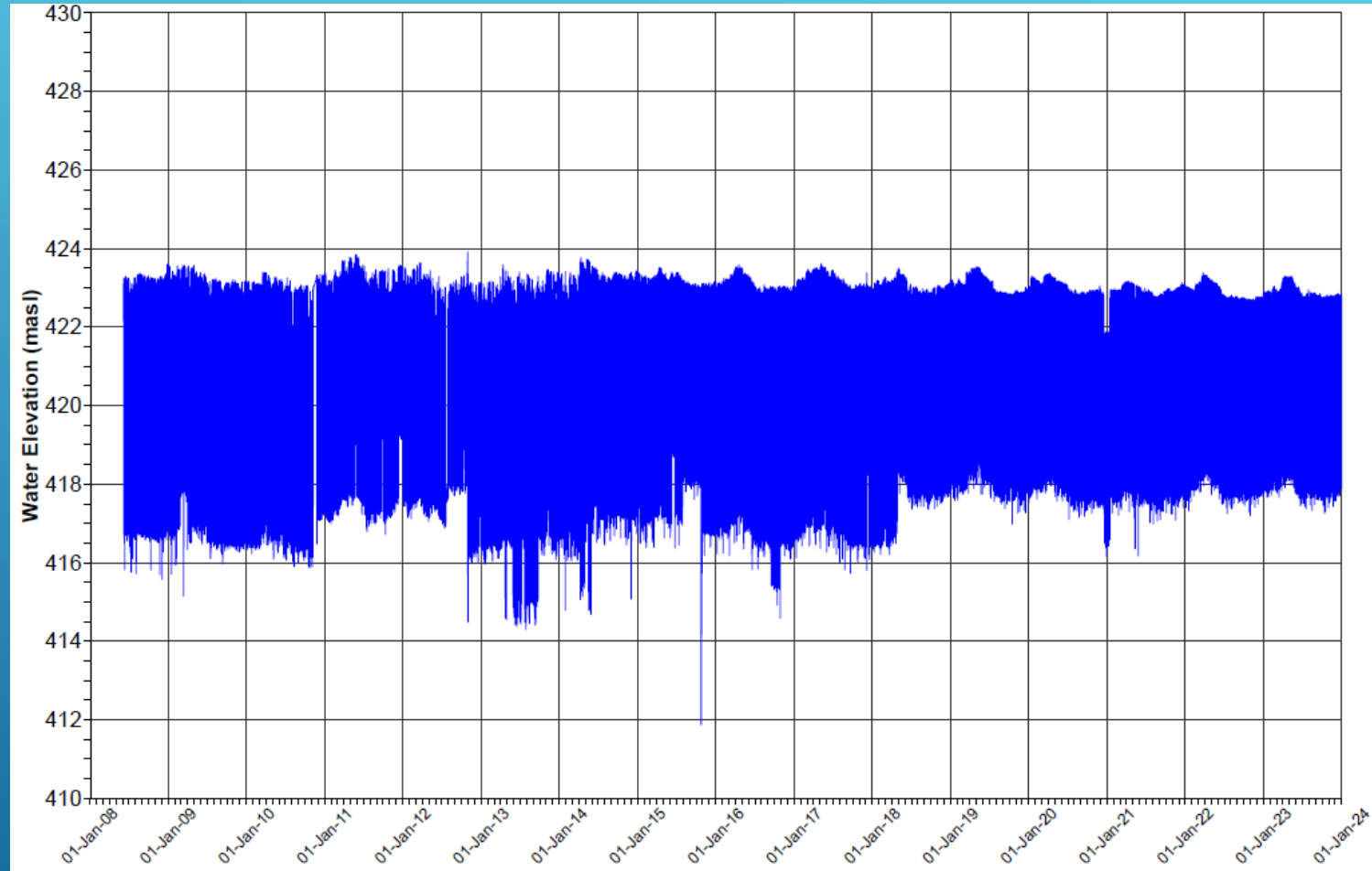
HISTORICAL PRECIPITATION



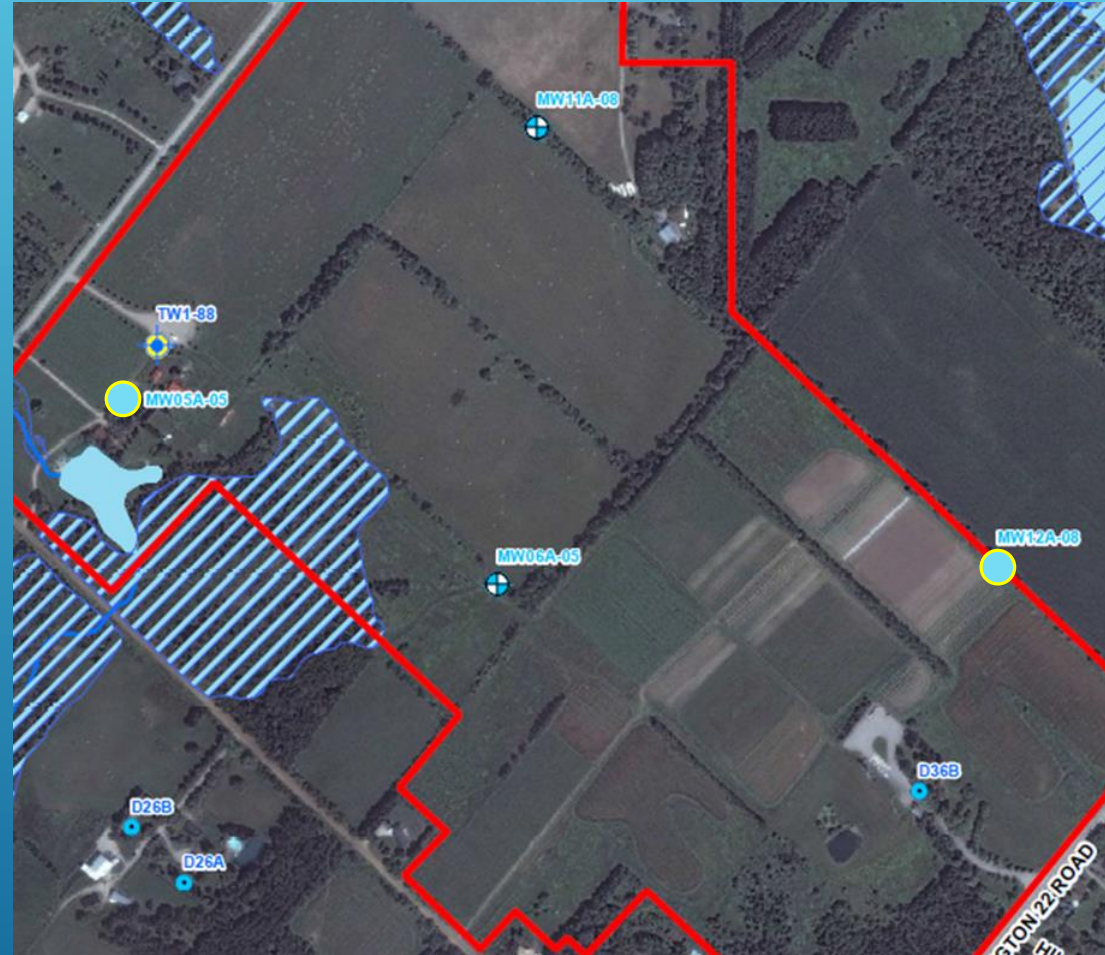
2023 PRECIPITATION



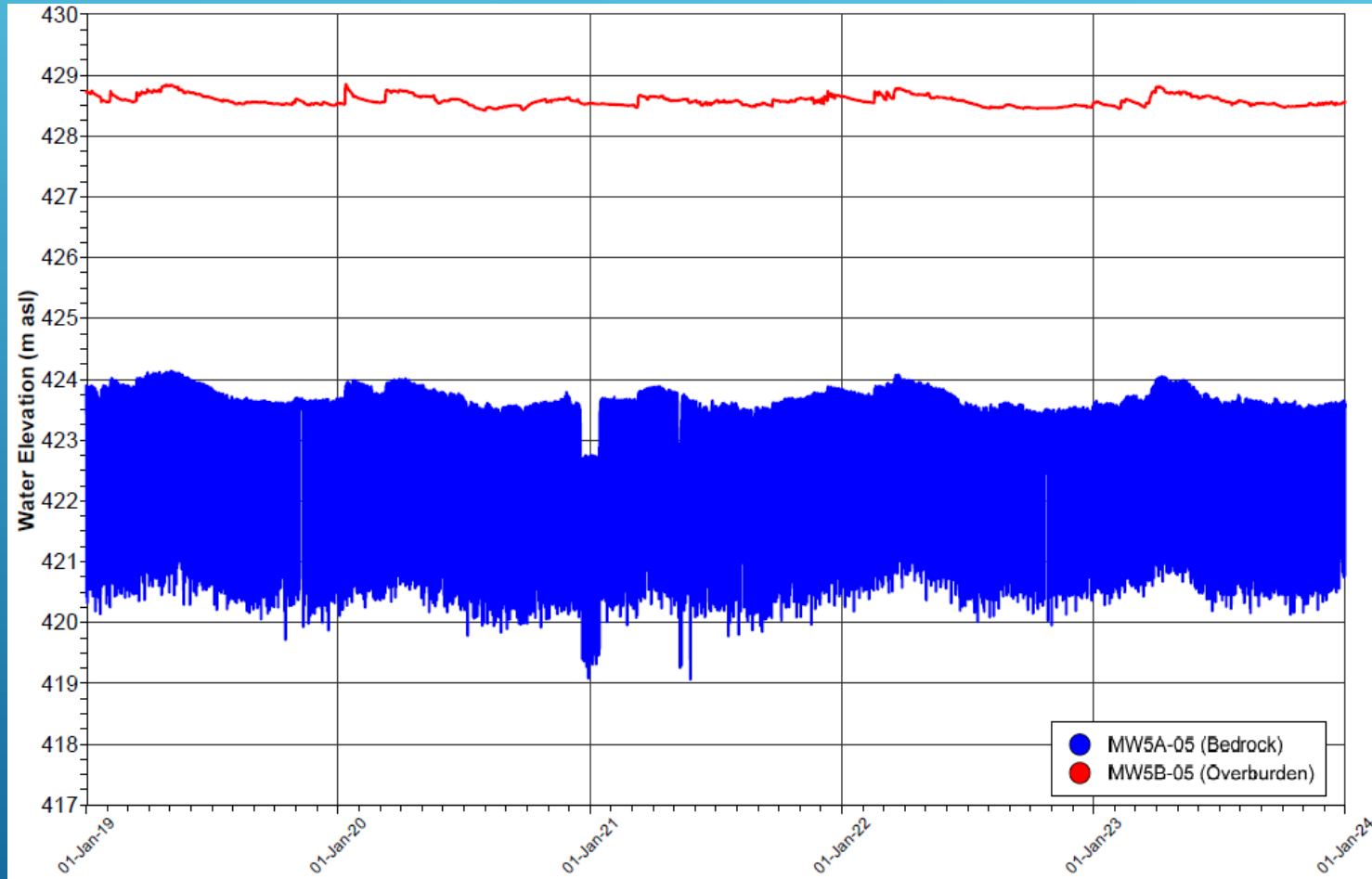
HYDROGRAPH – TW1-88



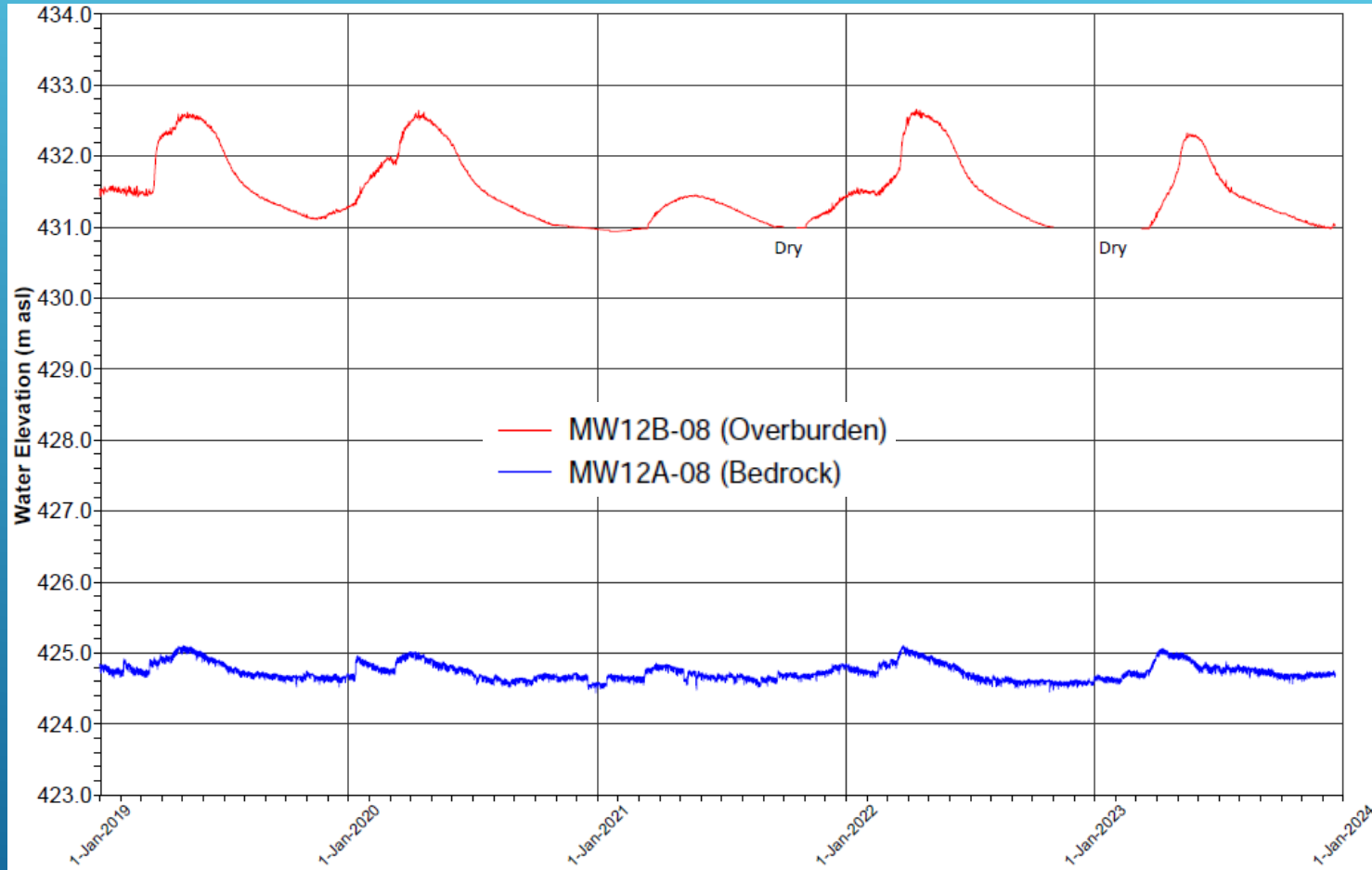
MW5-05 AND MW12-08 LOCATION



HYDROGRAPH – MW5-05



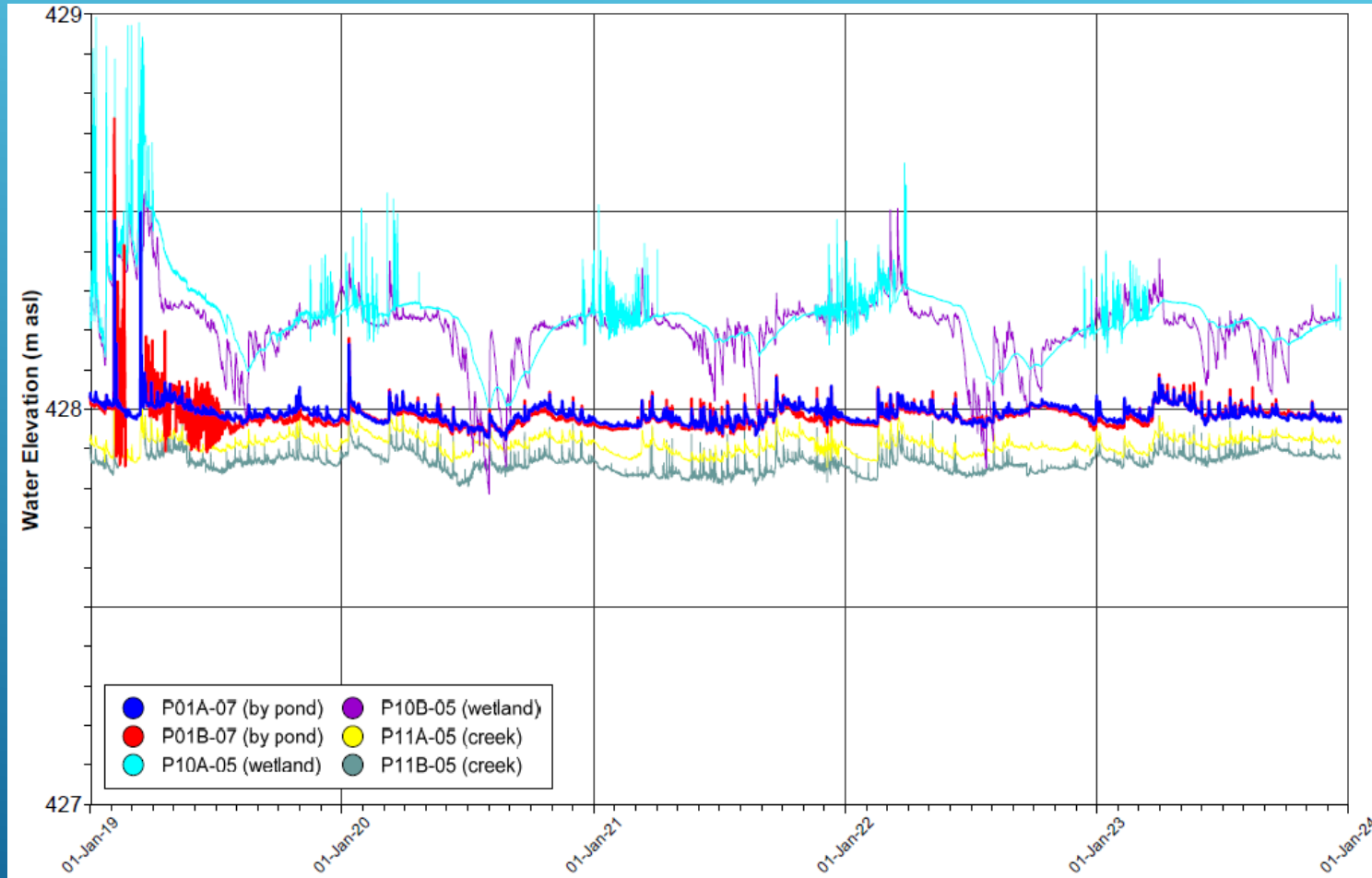
HYDROGRAPH – MW12-08



MINI-PIEZOMETER LOCATIONS



HYDROGRAPH – MINI-PIEZOMETERS

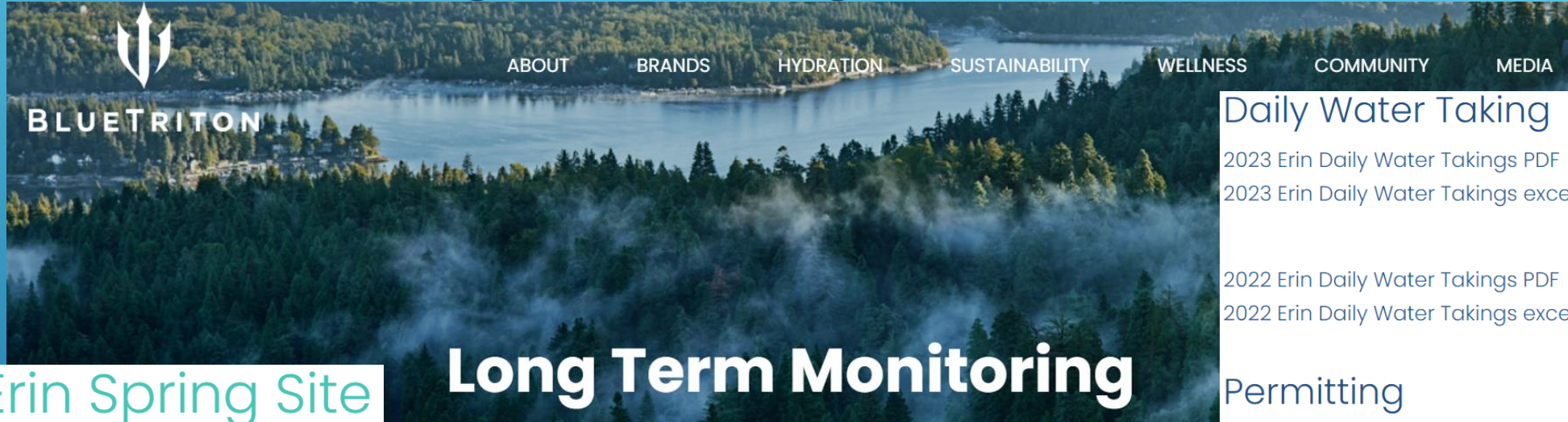


MONITORING SUMMARY

- **The trend of water level variation within the Guelph Formation is stable and the groundwater taking from TW1-88 has not caused a long-term decline in the aquifer water level.**
- **Water levels in the overburden are influenced by seasonal factors and not by pumping at TW1-88. There is no significant interaction between the bedrock and overburden aquifers at the current rate of taking.**
- **Pumping at TW1-88 does not influence the water levels in the surface water features.**

QUESTIONS

- www.bluetriton.ca/long-term-monitoring



Erin Spring Site

- 2023 Erin Annual Monitoring Report
- 2022 Erin Annual Monitoring Report
- 2021 Erin Annual Monitoring Report
- 2020 Erin Annual Monitoring Report
- 2019 Erin Annual Monitoring Report
- 2018 Erin Annual Monitoring Report

Daily Water Taking

- 2023 Erin Daily Water Takings PDF
- 2023 Erin Daily Water Takings excel format

- 2022 Erin Daily Water Takings PDF
- 2022 Erin Daily Water Takings excel format

Permitting

- Technical Documents to Support PTTW
- Erin Spring Executive Summary
- Private Well Interference Complaints Resolution Agreement
- Low Water Response Plan for Erin
- Technical Study for Permit to Take Water Renewal Application



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VIA EMAIL (nina.lecic@erin.ca)

September 4, 2024

Mayor Michael Dehn and Members of Council
Town of Erin
5684 Trafalgar Road
Hillsburgh, Ontario
N0B 1Z0

Dear Mr. Mayor and Members of Council,

**RE: Development of Part of Lot 16, Concession 10 & Part of Lot 17, Concession 10; Town of Erin, County of Wellington (“Subject Property”)
National Properties Inc.
Phase 2 Subdivision Agreement**

I am writing to seek direction from Council with respect to the finalization and execution of the Subdivision Agreement that will allow for final registration of the Plan of Subdivision for Phase 2 of the proposed development of the Subject Property to proceed (“Phase 2 Subdivision Agreement”).

Background

On January 5, 2021 the Local Planning Appeal Tribunal (now, the Ontario Land Tribunal) allowed appeals by Equity Venture Group Corp. and National Properties Inc. in respect of applications for County and Town Official Plan Amendment, Town Zoning By-law Amendment, and Draft Plan of Subdivision filed in order to facilitate the development of the Subject Lands. The Draft Plan of Subdivision approved by the Tribunal included a total of 1,395.5 residential units with a mixture of detached, semi-detached, and townhouse dwellings. A copy of the Tribunal’s final decision and Order, which includes the Tribunal approved draft plan of subdivision and associated conditions of draft plan approval is attached hereto as **Attachment “1”**.

The Plan of Subdivision Agreement for Phase 1 of the Development was authorized to be executed by Council on August 17, 2023 and is dated January 25th, 2024, attached hereto as **Attachment “2”**. The corresponding Phase 1 Plans of Subdivision, Plan 61M-258 and Plan 61M-259, were registered on April 11, 2024, and are attached hereto as **Attachments “3” and “4”**. The inhibiting orders were deleted on April 26th, 2024 and



April 30th, 2024, for Plan 61M-259 and Plan 61M-258 respectively, marking the completion of Phase 1.

The applicant now wishes to proceed with registration of the Plan of Subdivision for Phase 2 of the development as shown on the phasing plan attached hereto as **Attachment “5”** and to proceed with registration of the associated plan of subdivision for that phase as attached hereto as **Attachment “6”**. In order to proceed, finalization and execution of the Phase 2 Subdivision Agreement is required, per the requirements of the conditions of approval and section 51(26) of the *Planning Act*, R.S.O. 1990, c. P.13.

Overview of Subdivision Agreement

A Phase 2 Subdivision Agreement has been prepared in consultation with municipal staff, the Town’s outside consultants, and in consideration of the conditions of approval imposed in respect of the plan of subdivision. The Phase 2 Subdivision Agreement is based on the Town Council’s approved standard subdivision agreement template, with appropriate modifications. A copy of the current agreement is attached hereto as **Attachment “7”**.

The draft agreement before Council represents the final product of several months of intensive negotiations with Solmar on behalf of the Town by staff and the Town’s external legal, planning, and engineering consultants.

The Phase 2 Subdivision Agreement is comprehensive and is intended to cover a wide range of matters that must be addressed to the satisfaction of the Town both prior to final approval as part of the development of Phase 2 and on an ongoing basis following occupancy of the residential units. This includes the posting of required securities by the Developer, the payment of all applicable municipal fees, required land dedications to public authorities, the delivery of required infrastructure such as roads, servicing, street lighting, sidewalks, walkways, etc., and the manner of construction, ensuring minimum maintenance periods are provided for, the timing and preconditions for occupancy permits, and provision for the detention and hauling of sewage prior to the commissioning of the Town’s Water Resource Recovery Facility, among other matters.

Recommendations

1. That the Town Solicitor, along with such staff and external consultants as may be necessary, be authorized to finalize the Phase 2 Subdivision Agreement substantially in the form as attached as **Attachment “7”**, subject to such minor revisions as may be necessary to the satisfaction of the Director of Planning & Development and/or the Director of Infrastructure & Engineering Services.



2. That the Mayor and Clerk are hereby authorized to do such things, take such steps of actions and execute such documents as may be necessary to give effect to #1 above and to execute the Phase 2 Subdivision Agreement once it is in its final form.

I trust this is satisfactory, however, should you have any questions please don't hesitate to contact me.

Yours truly,

LOOPSTRA NIXON LLP

Per: Quinto M. Annibale

QMA/br

ATTACHMENT "1"

Local Planning Appeal Tribunal
Tribunal d'appel de l'aménagement
local



ISSUE DATE: January 05, 2021

CASE NO(S): PL171265

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	4135199 Canada Inc. Et Al
Subject:	Request to amend the Official Plan - Failure of the County of Wellington to adopt the requested amendment
Existing Designation:	Urban Centre
Proposed Designated:	Urban Centre
Purpose:	To permit a mixed use community consisting of residential, commercial, employment, institutional and open spaces uses
Property Address/Description:	Part of Lot 16 & 17 Concession 10 and Part of Lot 16, Concession 11
Municipality:	Town of Erin
Approval Authority File No.:	OP-2012-06
OMB Case No.:	PL171265
OMB File No.:	PL171265
OMB Case Name:	4135199 Canada Inc. Et Al v. Erin (Town)

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	4135199 Canada Inc. Et Al
Subject:	Proposed Plan of Subdivision - Failure of the County of Wellington to make a decision
Purpose:	To permit a mixed use community consisting of residential, commercial, employment, institutional and open spaces uses
Property Address/Description:	Part of Lot 16 & 17 Concession 10 and Part of

Municipality: Lot 16, Concession 11
 Municipality File No.: Town of Erin
 OMB Case No.: 23T-12001
 OMB File No.: PL171265
 OMB File No.: PL171266

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 4135199 Canada Inc. Et Al
 Subject: Application to amend Zoning By-law No. 07-67
 - Refusal or neglect of the Town of Erin to
 make a decision
 Existing Zoning: FD- Future Development
 Proposed Zoning: Site Specific (To be determined)
 Purpose: To permit a mixed use community consisting of
 residential, commercial, employment,
 institutional and open spaces uses
 Property Address/Description: Part of Lot 16 & 17 Concession 10 and Part of
 Lot 16, Concession 11
 Municipality: Town of Erin
 Municipality File No.: Z12-05
 OMB Case No.: PL171265
 OMB File No.: PL171302

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 4135199 Canada Inc. Et Al
 Subject: Request to amend the Official Plan - Failure of
 the Town of Erin to adopt the requested
 amendment
 Existing Designation: Residential, Highway Commercial, Industrial,
 Future Development
 Proposed Designated: Site Specific (To be determined)
 Purpose: To permit a mixed use community consisting of
 residential, commercial, employment,
 institutional and open spaces uses
 Property Address/Description: Part of Lot 16 & 17 Concession 10 and Part of
 Lot 16, Concession 11
 Municipality: Town of Erin
 Approval Authority File No.: OPA D08
 OMB Case No.: PL171265
 OMB File No.: PL171301

Heard: December 15, 2020 by video hearing

APPEARANCES:

Parties

Counsel/Representative*

Equity Venture Group Corp. and
National Properties Inc.

M. Melling
M. McDermid
J. Cole

County of Wellington

P. Pickfield

Town of Erin

Q. Annibale
B. Ruddick

Credit Valley Conservation Authority

D. Di Berto*

Upper Grand District School Board

B. Teichman

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. TOUSAW ON
DECEMBER 15, 2020 AND ORDER OF THE TRIBUNAL**

INTRODUCTION

[1] This hearing was held to consider the suitability of a settlement proposed by the Parties for a large, multi-use development plan on the northeast side of the Town of Erin (“Town”) in the County of Wellington (“County”).

[2] The appeals, carried forward by the current owners of the lands, Equity Venture Group Corp. and National Properties Inc. (“Appellants”), related to the absence of decisions by the County and Town within the statutory timeframes on applications for County Official Plan Amendment (“COPA”), Town Official Plan Amendment (“TOPA”), Town Zoning By-law Amendment (“ZBA”), and draft Plan of Subdivision (“SUB”).

[3] After the completion of several studies and numerous adjustments to the development plans resulting from public and agency comments, the Parties reached a settlement on the policies, regulations, layout and conditions for the development. During this time, an Environmental Assessment (“EA”) was completed, leading to the Minister of the Environment, Conservation and Parks (“MECP”) approval of a new waste water treatment facility (“WWTF”) for the Town.

[4] With due consideration to all requirements of the *Planning Act* (“Act”) and to the issues raised by the one Participant statement received, the Tribunal allowed the appeals in part and approved the TOPA, ZBA and SUB with conditions, as presented by the Parties. The COPA was withdrawn by the Appellants. The Tribunal’s reasons follow.

PARTY STATUS

[5] The Tribunal granted Party status to the Upper Grand District School Board (“School Board”) with the consent of the statutory Parties. The School Board had participated in the design discussions leading to an acceptable site in the SUB for a future elementary school.

[6] The Tribunal also granted Party status to the Credit Valley Conservation Authority (“CA”). The CA was under the impression that it was granted Party status at an earlier Case Management Conference (“CMC”) for these appeals, but with reference to past Tribunal Decisions, such status could not be confirmed. Further, the CA suggested it no longer required Party status as its issues were now adequately covered by the proposed conditions to the SUB. Out of an abundance of caution and at the request of the Town, the Tribunal granted Party status to the CA and did not grant its release. The Tribunal wished to have the CA available should matters pertaining to its jurisdiction arise in the hearing.

PARTICIPANT STATUS

[7] Ten persons had been granted Participant status in these matters at an earlier CMC. No written statements had been received from Participants by the Tribunal or the Parties in advance of this hearing.

[8] The Appellants, with agreement from the other Parties, explained that the notice of today's hearing indicated the potential for a settlement conference and directed that any document to be referred to must be filed five days in advance. The Appellants noted that s. 33(2) of the *Local Planning Appeal Tribunal Act* ("LPATA") prohibits oral submissions from Participants and requested that the hearing proceed.

[9] Some of the Participants were present on the video conference and the Tribunal offered them an opportunity to comment on the procedural matter of filing statements. No comments were received and the Tribunal was satisfied that the Participants understood the process.

[10] One additional request for Participant status was filed in advance of today by Ann Seymour, a resident in the neighbouring municipality, Town of Caledon. Ms. Seymour had filed a 12-page statement outlining her concerns with the development. The Parties had no objection to the granting of Participant status to Ms. Seymour and were prepared to respond to her issues in their planning evidence. The Tribunal granted Ms. Seymour Participant status and marked her written statement as an exhibit.

EVIDENCE

[11] The Tribunal heard from two Registered Professional Planners ("RPP"), both of whom had filed sworn affidavits, including signed copies of the Tribunal's Acknowledgment of Expert's Duty. With consent of all Parties, the Town called Elizabeth Howson, RPP and the Appellants called Keith MacKinnon, RPP (together,

“Planners”). The Tribunal qualified both of these experienced RPPs to provide opinion evidence in land use planning.

[12] In their oral and written evidence, the Planners describe the site and applications as follows. This 117 hectare (“ha”) property within the northeast corner of the Town will become a mixed-use neighbourhood of residential, commercial and industrial uses along with blocks for open space, natural heritage, an elementary school, water supply and stormwater management (“SWM”). Housing will include some 690 detached, 262 semi-detached, and 443 townhouse dwellings, along with the potential for 130 affordable housing apartment units and seniors’ accommodations. The commercial and industrial land uses are arranged for compatibility within the development and with adjacent, similar existing uses and highway access. Approximately 8 ha of the site are identified as “Deferred Lands” in the amendments, primarily to await the Town’s intended updates to its population and employment projections before final land use designations are established.

[13] The TOPA rearranges certain land use designations on the site to provide for a compatible arrangement of mixed uses, adds 6.75 ha as Greenlands designation, and defers development on 8 ha for further consideration following updated population projections. The ZBA applies suitable zoning and regulations for each of the designations identified in the TOPA, and the SUB sets out the street and lotting pattern. Finally, an extensive set of some 159 conditions to the SUB must be satisfied before final approval.

[14] Mr. MacKinnon explained the now absent need to amend the County Official Plan (“COP”). When originally filed in 2012, the COPA sought population allocations for the Town to accommodate this development. Since that time, the County updated its allocations for projected population to the year 2041, with which this development proposal conforms. The Appellants have now withdrawn their appeal to the COPA (Exhibit 5).

[15] Both Planners' affidavits provide their planning opinion on each of the legislative tests. Ms. Howson provided her summary testimony as follows, and Mr. MacKinnon confirmed his agreement with her evidence.

[16] The provincial documents, being the Provincial Policy Statement, 2020 ("PPS"), A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 ("GP") and the Greenbelt Plan, 2017 ("GBP"), are consistent in their support for growth in settlement areas on full services, promoting intensification, developing complete communities, supporting active transportation, enabling future public transit, providing a range of housing types, and protecting the natural heritage system. The development conforms with these policies through the arrangement and designation of land uses, a range of housing sizes and forms, and opportunities for affordable housing and seniors' accommodations.

[17] Similarly, the Planners conclude conformity with the COP and Town Official Plan ("TOP") policies. The site's accommodation of some 4,500 persons and blocks for employment uses provide a density of 58 persons and jobs per ha and 21 housing units per ha, well above the COP target of 40 and 16 respectively. In support of the county-wide goal for 25% of housing units to be affordable, this site will provide approximately 9% affordable units, not including the opportunity for smaller detached or semi-detached dwellings and relatively more affordable townhouses. Based on the detailed studies completed and extensive discussions among the Parties, the land use designation adjustments contained in the TOPA respect the cultural context, protect natural heritage features, and create a compatible mixed-use community. The central school site and dispersed park blocks support active transportation, and the community's integration with area roads allows for the possibility of future public transit.

[18] Finally, the Planners conclude that the SUB and draft plan conditions satisfy all requirements of s. 51(24) of the Act. Such criteria as the health, safety, convenience

and accessibility of inhabitants are all addressed in the site's layout and conditions, as are the suitability of uses, conservation of natural resources, transportation network and energy conservation.

[19] In summary, Ms. Howson and Mr. MacKinnon consider the requested instruments to have regard for the provincial interests of s. 2 of the Act, maintain the intent of the PPS, conform with the GP and GBP, conform with the COP and TOP, and suitably address the criteria of s. 51(24) of the Act.

[20] The Planners also answered questions from the Tribunal and counsel regarding the issues raised in Ms. Seymour's Participant statement. Ms. Seymour is a riparian landowner on the West Credit River, a downstream watercourse from the site, with concerns for the quantity and quality of water from this and other upstream developments. Given this site's location within the West Credit River subwatershed, Ms. Seymour's particular concern is the preservation of the cold-water Brook Trout habitat of the West Credit River.

[21] Both Planners confirmed that water quantity and quality considerations would have been considered in the EA conducted for the WWTF, and that similarly, safe water quantity and quality are normal considerations in the design of SWM facilities. Ms. Howson refers to Condition 15 requiring SWM in accordance with provincial standards and Condition 24 ensuring full commissioning of the WWTF. Mr. MacKinnon expands these references to include Conditions 7, 15, 19, 20 and 58 ensuring compliance with the MECP and the CA regulations for SWM; Conditions 16a, 17, 19 and 110b for erosion and sediment control; Condition 110c for water balancing; and Condition 111d for hydrogeological assessment. Mr. MacKinnon is satisfied that the extensive studies conducted to date for land use related water consumption and effluent, along with the mandatory compliance with provincial and local requirements in the conditions, result in the full consideration of the water quantity and quality concerns expressed by Ms. Seymour.

FINDINGS

[22] The Tribunal issued its oral approval of the requested instruments at the hearing, supported by brief oral reasons. The Tribunal's detailed reasons follow.

[23] The Tribunal begins its findings with the issues raised by Ms. Seymour. The Tribunal recognizes the legitimate and important issues raised by Ms. Seymour related to the preservation of rare fish habitat and compliments her on a thorough submission and probing questions. At the outset, the Tribunal notes that Ms. Seymour herself acknowledges the wide geographic range of upstream lands within the subwatershed, leading to her plea for improved water quantity and quality standards at the provincial level. Those matters are outside the jurisdiction of this Tribunal.

[24] To the matters affecting this site, Ms. Seymour questions the effect of the proposed urban development on the incidence of flooding, potential pollutants and temperature in the receiving tributary and downstream in the West Credit River. The Tribunal heard evidence that the potential sources of these concerns are the planned off-site WWTF and the proposed on-site SWM ponds.

[25] On the evidence of the Planners, the Tribunal notes that the WWTF has been approved by the MECP, after undergoing thorough review through an EA process. Although the development instruments before the Tribunal rely on the planned WWTF, the WWTF itself is not before the Tribunal. On the evidence, the Tribunal is satisfied that this development can and will be served by an approved WWTF to be built and operated in accordance with provincial standards. A policy in the TOPA and several conditions to the SUB ensure connection to the WWTF before occupancy occurs.

[26] The on-site SWM ponds are before the Tribunal as part of the SUB. Ms. Seymour raises questions about potential effects of SWM on the quantity and

quality of the receiving watercourse but provides no direct evidence that this may occur. In contrast, the Planners advise that some 10 conditions to the SUB ensure that SWM is provided in accordance with the standards and permits of provincial authorities. The Tribunal further notes that the CA is a Party in support of the proposed planning instruments, having been involved throughout the several years of planning and is now satisfied with the plan and conditions. The Tribunal considers the mandatory conditions for SWM, including sufficient size, suitable outlets, infiltration requirements, sediment control, construction impact mitigation and tree preservation, sufficiently demonstrate the competence of the approval agencies to ensure compliance with professional standards and regulated limits.

[27] The Appellants acknowledge that Ms. Seymour's concerns are genuine but argue that no evidence is provided to suggest that those concerns will materialize. In such a case, the Appellants refer to the Tribunal's Decision in *90 Eastdale Inc. v. Toronto (City)*, 2018 CarswellOnt 23319 wherein Member Sills states at paragraph 85:

The Tribunal has carefully considered the assertions and submissions of the Participants, and although the sincerity of their apprehensions is not in doubt, the Tribunal cannot decide an application on the basis of conjecture. Otherwise, many of the concerns expressed have either been addressed by the technical studies and in the evidence and materials of the expert witnesses; will be addressed as a matter of site plan approval; or, are not legitimate land use planning matters that can be considered by the Tribunal in the determination of this matter.

[28] The Tribunal accepts the Appellants' argument that the same approach is warranted here. In this case, the Planners' evidence explains how the concerns will be addressed, lists the conditions pertaining to those concerns, and reveals how the EA for the WWTF is not a matter before the Tribunal.

[29] The Tribunal thanks Ms. Seymour for her advocacy for healthy watercourses, but for the reasons above, the Tribunal does not find her concerns a barrier to the approval of these planning instruments.

[30] The Tribunal accepts the uncontroverted evidence of the Planners and finds that the TOPA, ZBA and SUB with conditions satisfy all legislative tests. They have suitable regard to provincial interests, are consistent with the PPS, conform with the GP and GBP, and conform with the COP and TOP. This development is envisioned and expected by the governing policies of the foregoing documents, with their inclusion of this site as part of the Town's settlement area, allocation of population and housing density, policies for a complete community on full services, a mix of uses including affordable housing, and the appropriate protection of natural heritage, including preserving green space and maintaining water quality. After several years of planning and discussion, the Parties all agreed to suitable plans and conditions for this large development, with no resulting opposition, other than the fair concerns raised by a Participant and satisfactorily answered by the Parties.

ORDER

[31] The Tribunal Orders as follows.

[32] The Appellants' withdrawal of their appeal related to their application to amend the County of Wellington Official Plan is confirmed and the Tribunal's file is closed.

[33] The Appellants' appeal related to their application to amend the Town of Erin Official Plan is allowed in part and the Town of Erin Official Plan is amended as set out in Attachment 1, except the areas identified as "Deferral Areas" are adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[34] The Appellants' appeal related to their application to amend the Town of Erin Zoning By-law No. 07-67 is allowed in part and Zoning By-law No. 07-67 is amended as set out in Attachment 2, except that the areas identified as "Deferral Areas" are

adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[35] The Appellants' appeal related to their application for Draft Plan of Subdivision is allowed in part and the Draft Plan of Subdivision is approved as set out in Attachment 3, subject to conditions of approval as set out in Attachment 4, except that the areas identified as "Future Development" are adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[36] Pursuant to s. 51(56.1) of the *Planning Act*, the County of Wellington shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s. 51(58) of the Act. The Tribunal may be spoken to in the event of any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to the draft plan.

"S. Tousaw"

S. TOUSAW
MEMBER

If there is an attachment referred to in this document,
please visit www.olt.gov.on.ca to view the attachment in PDF format.

Local Planning Appeal Tribunal

A constituent tribunal of Ontario Land Tribunals

Website: www.olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248



THE CORPORATION OF THE TOWN OF ERIN

OFFICIAL PLAN AMENDMENT NO. 12

(Mixed use plan of subdivision on certain lands located in the Erin Urban Area and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington)

December 2020



THE CORPORATION OF THE TOWN OF ERIN

BY-LAW No. 2020-xxx (LPAT)

A By-law to adopt an amendment to the Official Plan of the Town of Erin – Official Plan Amendment No. 12 – National Properties Inc. and Equity Venture Group Corp., Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, Town of Erin

WHEREAS the Local Planning Appeal Tribunal, by its Order/Decision dated _____, 2020 in LPAT Case No. PL 171265 has approved an official plan amendment to amend the Official Plan for the Corporation of the Town of Erin, with respect to the lands shown on Schedule “1” attached hereto.

The Official Plan for the Corporation of the Town of Erin is amended as follows:

1. The text attached hereto as Part Two is adopted as an amendment to the Official Plan for the Corporation of the Town of Erin; and,
2. Schedule “1” attached hereto is adopted as an amendment to Schedule “A-2” of the Official Plan of the Corporation of the Town of Erin.

Approved _____, 2020

**AMENDMENT NO. 12
TO THE OFFICIAL PLAN OF THE TOWN OF ERIN**

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STATEMENT OF COMPONENTS

PART ONE - INTRODUCTION is included for information purposes and is not an operative part of this Official Plan Amendment.

PART TWO - THE AMENDMENT, consisting of the text and schedule attached hereto, is an operative part of this Official Plan Amendment.

THE APPENDICES are not an operative part of this Official Plan Amendment.

PART ONE - INTRODUCTION

1. PURPOSE

To amend the provisions of the Official Plan of the Town of Erin (Town of Erin Official Plan 2012) to facilitate the development of a mixed use neighbourhood in a manner which will better contribute to the creation of a complete community in the Erin Urban Area by redesignating certain lands from “Future Development”, “Industrial” and “Residential” to “Residential”, “Industrial”, “Greenlands” and “Core Greenlands”. In addition, certain lands will be identified as “Deferred Lands”.

2. LOCATION

This Amendment applies to lands located between County Road 124 and Dundas Street East in the Erin Urban Area, generally east of Erin Park Drive and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington.

3. BASIS

The lands to be developed are identified as being in a settlement area in the Greenbelt Plan and the County of Wellington (“County”) Official Plan. They are located in the Erin Urban Area boundary in the Town of Erin Official Plan.

The neighbourhood has a total area of approximately 117 hectares, and the lands are designated for development and future development on Schedule A-2, Erin Urban Area, to the Town Official Plan. These designations reflect the intent of the Town to establish a mixed use neighbourhood in this part of the Erin Urban Area.

The designations include “Industrial”, “Highway Commercial”, “Future Development”, and “Residential” which permits related uses (i.e. schools, parks) uses, as well as a natural heritage and open space system reflected in “Core Greenlands” and “Greenlands” designations.

Through the Official Plan Amendment, certain portions of these lands are proposed to be redesignated to better allow for the development of a complete community, while allowing for further consideration of land needs in the Erin Urban Area:

- i) Redesignation of +/-6.75 hectares (ha.) of land from “Residential” to either “Greenlands” or “Core Greenlands” to reflect the results of the Environmental Impact Study;

- ii) Redesignation of a portion of the lands designated “Industrial” to “Residential” to better allow for development of a complete community;
- iii) Redesignation of the Future Development designation to “Residential”, and “Industrial” to better allow for development of a complete community; and,
- iv) “Identification of +/- 8 ha. designated “Residential”, “Future Development” and “Industrial” as “Deferred Lands” to allow for further consideration of land needs in the Erin Urban Area.

These amendments are based on detailed study as well as input from the Town, County and other agencies. The amendments will result in a development that better implements and conforms to Provincial and County planning policy, as well as the Town’s Official Plan, with respect to the creation of a mixed use neighbourhood in the Erin Urban Area. The development will be on full urban services and provides for a range and mix of housing including affordable housing, as well as employment uses and appropriate services. In addition, the natural heritage system is being conserved and development is designed to be inherently sustainable with a walkable and transit friendly transportation system.

PART TWO - THE AMENDMENT

1. PURPOSE

To amend the provisions of the Official Plan of the Town of Erin (Town of Erin Official Plan 2012) to facilitate the development of a mixed use neighbourhood in a manner which will better contribute to the creation of a complete community in the Erin Urban Area by redesignating certain lands from “Future Development”, “Industrial” and “Residential” to “Residential”, “Industrial”, “Future Development”, “Greenlands” and “Core Greenlands”. In addition, certain lands will be identified as “Deferred Lands”.

2. THE AMENDMENT

The Official Plan of the Town of Erin is hereby amended as follows:

2.1 Schedules

By modifying Schedule “A-2”, Erin Urban Area as shown on Schedule 1 to this Amendment:

- i) To redesignate +/-6.75 hectares (ha.) of land from “Residential” to either “Greenlands” or “Core Greenlands”;
- ii) To redesignate a portion of the lands designated “Industrial” to “Residential”
- iii) To redesignate the Future Development designation to “Residential” and “Industrial”; and,
- iv) To identify +/- 8 ha. designated “Residential”. “Future Development”, and “Industrial” as “Deferred Lands”.

2.2 Policies

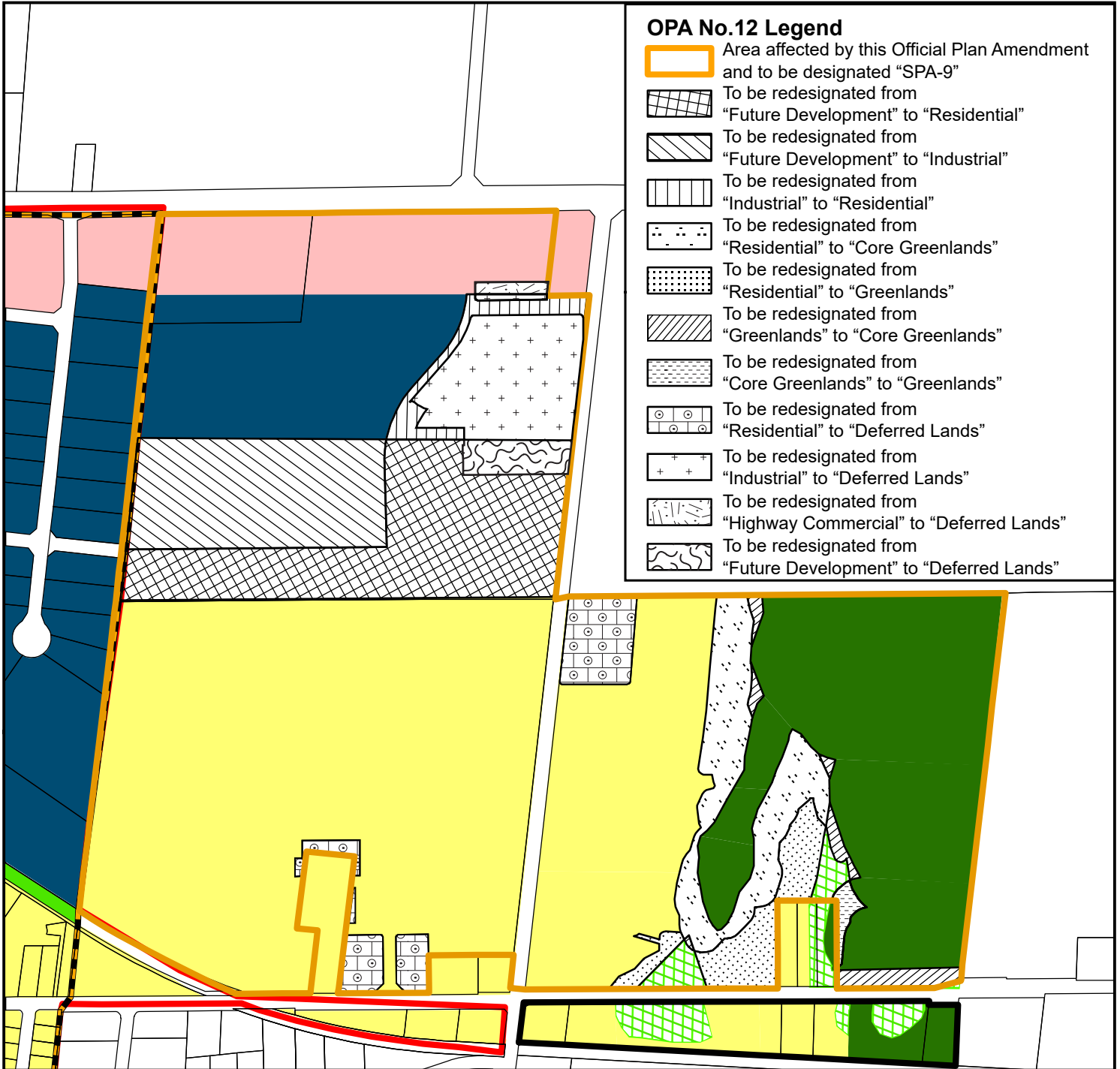
By adding a new section 4.14.3 h) as follows:

“h) Special Policy Area 9 (Solmar)

The Town shall only approve occupancy permits for development in the area designated as SPA – 9 on Schedule A-2 which has been allocated servicing capacity in the sewage treatment plant by the Town.

3. IMPLEMENTATION AND INTERPRETATION

This Official Plan Amendment shall be implemented and interpreted in accordance with the implementation and interpretation provisions set out in the Amendment and the relevant sections of the Official Plan.



OPA No.12 Legend

- Area affected by this Official Plan Amendment and to be designated "SPA-9"
- To be redesignated from "Future Development" to "Residential"
- To be redesignated from "Future Development" to "Industrial"
- To be redesignated from "Industrial" to "Residential"
- To be redesignated from "Residential" to "Core Greenlands"
- To be redesignated from "Residential" to "Greenlands"
- To be redesignated from "Greenlands" to "Core Greenlands"
- To be redesignated from "Core Greenlands" to "Greenlands"
- To be redesignated from "Residential" to "Deferred Lands"
- To be redesignated from "Industrial" to "Deferred Lands"
- To be redesignated from "Highway Commercial" to "Deferred Lands"
- To be redesignated from "Future Development" to "Deferred Lands"

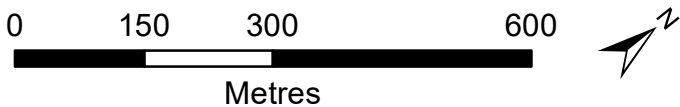
TOWN OF ERIN

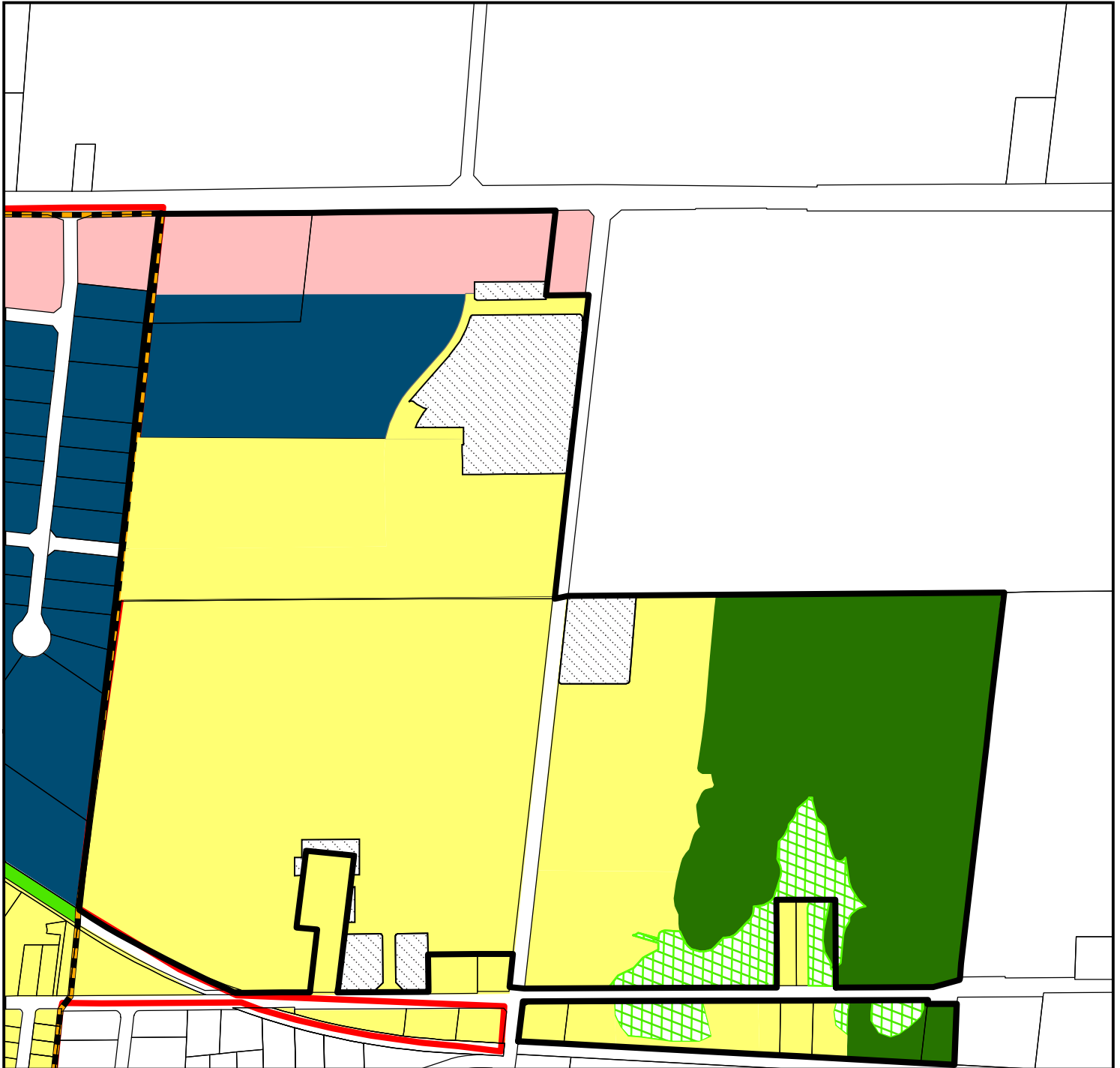
EXCERPT FROM
Schedule A-2
Erin Urban Area

Schedule 1 to
Official Plan Amendment No. 12

Official Plan Schedule A-2 Legend

- Residential
- Central Business District
- Highway Commercial
- Residential Transition Area
- Industrial
- Core Greenlands
- Greenlands
- Recreational
- Community Improvement Area
- Regulatory Floodline
- Built Boundary
- Proposed Minor Collector
- Final Alignment to be determined
- Future Development
- Former Landfill Site
- Urban Centre Boundary
- SPA Special Policy Area





TOWN OF ERIN

EXCERPT FROM
 Schedule A-2
 Erin Urban Area

Schedule 2 to
 Official Plan Amendment No. 12

Official Plan Schedule A-2 Legend

- | | |
|---|--|
|  Residential |  Community Improvement Area |
|  Central Business District |  Regulatory Floodline |
|  Highway Commercial |  Built Boundary |
|  Residential Transition Area |  Proposed Minor Collector |
|  Industrial |  Final Alignment to be determined |
|  Core Greenlands |  Future Development |
|  Greenlands |  Former Landfill Site |
|  Recreational |  Urban Centre Boundary |
|  Deferred Lands |  SPA Special Policy Area |





THE CORPORATION OF THE TOWN OF ERIN

BY-LAW #2020- 53 (LPAT)

A By-law to amend By-law 07-67, as amended, being the Zoning By-law for the Corporation of the Town of Erin

WHEREAS the lands shown on Schedule “A” attached hereto are the subject of an application to amend Zoning By-law 07-67 pursuant to the provisions of Sections 34 and 36 of the Planning Act, R.S.O. 1990, to permit development consisting of a mixed use plan of subdivision on certain lands located in the Erin Urban Area and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington;

AND WHEREAS the approval of the application to amend Zoning By-law 07-67 was appealed to the Local Planning Appeal Tribunal;

AND WHEREAS the By-law hereinafter set out includes the use of the Holding (H)Symbol which restricts the use of the lands to those uses permitted in the Holding (H) zone until the Holding(H) Zone is removed;

THEREFORE pursuant to the Order of the Local Planning Appeal Tribunal issued on _____, 2020, in Tribunal Case No. PL171265, By-law No. 07-67, of the Corporation of the Town of Erin, as amended, is further amended as follows:

1. That Schedule ‘B’, Erin Zoning Map Town of Erin, is amended by rezoning the lands legally described as Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, from the “Future Development (FD) Zone” to the following zones:
 - i. “Residential (R-101)”
 - ii. “Residential (R-101) (H1)”;
 - iii. “Residential (R-101) (H2)”;
 - iv. “Highway Commercial (C2-108)”;
 - v. “General Industrial (M2)”;
 - vi. “Rural Environmental Protection (EP2)”;
 - vii. “Open Space Recreation (OS1) Zone”.

as shown on Schedule “A” of this By-law. In addition, certain lands shall be identified as “Deferred Lands”.
2. That Section 14, “SPECIAL PROVISIONS”, be amended by the addition of the following new subsections to the RESIDENTIAL ZONE, COMMERCIAL ZONE subsections as applicable:

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS
R-101, R-101 (H1), R-101 (H2) By-law #2020-53 National Properties Inc. and Equity Venture Group Corp.	No person shall erect or use a building in the R-101 Zone except in accordance with the following regulations: .1 Permitted Uses a) <i>single-detached dwelling</i> including a bungalow dwelling; b) <i>semi-detached dwelling</i> ;

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS																			
<p>Part of Lots 16 and 17, Concession 10 & Part of Lot 16, Concession 11</p>	<p>c) <i>duplex dwelling</i>; d) <i>triplex and fourplex dwelling</i>; e) <i>townhouse dwelling</i>; f) <i>apartment dwelling</i>; g) <i>nursing home or Home for the Aged</i>; h) <i>retirement residential facility</i>; i) <i>home occupation</i> in accordance with Section 4.18; j) <i>B&B (Class 1)</i> in accordance with Section 4.3; k) <i>institutional uses</i> including a <i>public building</i> or <i>use</i> such as a <i>community centre, park, or school</i>, in accordance with Section 10; l) <i>day nursery</i>; m) <i>public utility</i> including a sewage treatment facility and a stormwater management facility; and, n) <i>uses accessory</i> to a permitted <i>use</i> including <i>accessory dwelling units</i>.</p> <p>In addition, a Holding (H1) symbol is applied to certain lands zoned R-101. The Council of the Town of Erin shall not remove the Holding1 (H1) Symbol from the R-101 Zone until the following condition has been complied with:</p> <p>i) A noise, dust, odour and vibration report along with required mitigation measures, if any, as it relates to the compatibility of the existing employment uses within the Erin business park and more specifically the compatibility of the existing uses on the east side of Erin Park Drive has been completed to the satisfaction of the Town.</p> <p>A Holding 2 (H2) symbol is also applied to certain lands zoned R-101. The Council of the Town of Erin shall not remove the Holding2 (H2) Symbol from the R-101 Zone until the following condition has been complied with:</p> <p>i) Submission of a Functional Servicing Report (FSR) and Stormwater Management (SWM) Report, to the satisfaction of the Town and CVC in accordance with applicable Town, MECP and CVC requirements.</p> <p>.2 Lot Requirements for Single-Detached, Semi-Detached, Duplex, Triplex and Fourplex Dwellings</p> <table border="1" data-bbox="540 1728 1482 1923"> <thead> <tr> <th data-bbox="540 1728 837 1780">R-101 ZONE</th> <th data-bbox="837 1728 1040 1780">Single-Detached</th> <th data-bbox="1040 1728 1268 1780">Semi-Detached (Each Unit)</th> <th data-bbox="1268 1728 1482 1780">Duplex/Triplex/Fourplex</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="540 1780 1482 1812"><i>Minimum Lot Frontage</i></td> </tr> <tr> <td data-bbox="540 1812 837 1871"><i>Minimum Lot Frontage on a lot not accessed by a lane</i></td> <td data-bbox="837 1812 1040 1871">10.0 m</td> <td data-bbox="1040 1812 1268 1871">7.5 m per unit</td> <td data-bbox="1268 1812 1482 1871">12.0</td> </tr> <tr> <td data-bbox="540 1871 837 1923"><i>Minimum Lot Frontage on a lot accessed by a lane</i></td> <td data-bbox="837 1871 1040 1923">8.0 m</td> <td data-bbox="1040 1871 1268 1923">7.0 m per unit</td> <td data-bbox="1268 1871 1482 1923">10.0</td> </tr> </tbody> </table>				R-101 ZONE	Single-Detached	Semi-Detached (Each Unit)	Duplex/Triplex/Fourplex	<i>Minimum Lot Frontage</i>				<i>Minimum Lot Frontage on a lot not accessed by a lane</i>	10.0 m	7.5 m per unit	12.0	<i>Minimum Lot Frontage on a lot accessed by a lane</i>	8.0 m	7.0 m per unit	10.0
R-101 ZONE	Single-Detached	Semi-Detached (Each Unit)	Duplex/Triplex/Fourplex																	
<i>Minimum Lot Frontage</i>																				
<i>Minimum Lot Frontage on a lot not accessed by a lane</i>	10.0 m	7.5 m per unit	12.0																	
<i>Minimum Lot Frontage on a lot accessed by a lane</i>	8.0 m	7.0 m per unit	10.0																	

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS			
	Minimum <i>Front Yard</i> (1)	4.0 m	4.0 m	4.0 m
	Minimum <i>Rear Yard</i>			
	Minimum <i>Rear Yard</i> on a lot not accessed by a lane	7.0 m	7.0 m	9.0 m
	Minimum <i>Rear Yard</i> on a lot accessed by a lane	0.6 m	0.6 m	0.6 m
	Minimum <i>Side Yard</i>			
	One Side	1.2 m	1.2 m	3.0 m
	Other Side	0.6 m (2)	0.0 m(2)	(2)
	Minimum <i>Exterior Side Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m (1)
	Maximum <i>garage width</i> on a lot not accessed by a lane	50% of lot <i>frontage</i>	50% of lot <i>frontage</i>	50% of lot <i>frontage</i>
	Maximum <i>Building Height</i>	12.5 m	12.5 m	12.5 m
	Notes: (1) The wall of an attached <i>garage</i> that contains a motor vehicle door shall be set back a minimum of 6.0 m from the lot line that the driveway crosses to access the <i>garage</i> . If the driveway does not cross a sidewalk, the minimum setback is reduced to 4.5 m. (2) The minimum required interior side yard on one side is 3.5 m if a detached <i>garage</i> is located in the <i>rear yard</i> and accessed by a driveway that crosses the <i>front lot line</i> .			
	.3 Lot Requirements for Townhouse, Apartment, Nursing Home, Home for the Aged or Retirement Residential Facilities			
	R-101 ZONE	Townhouse (Each Unit)	Back-to-Back Townhouse (3)	Apartment Nursing Home, Home for the Aged or Retirement Residential Facility
	Minimum <i>Lot Frontage</i>			
	Minimum <i>Lot Frontage</i> on a lot not accessed by a lane	6.0 m per unit on an <i>interior lot</i> and 7.0 m per end unit or <i>corner lot</i>	6.0 m per unit on an <i>interior lot</i> and 7.0 m per end unit on a <i>corner lot</i>	20.0
	Minimum <i>Lot Frontage</i> on a lot accessed by a lane	6.0 m	n/a	18.0
	Minimum <i>Front Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m
	Minimum <i>Rear Yard</i>			
	Minimum <i>Rear Yard</i> on a lot not accessed by a lane	7.0 m	0.0 m	10.0 m
	Minimum <i>Rear Yard</i> on a lot accessed by a lane	0.6 m	n/a	n/a
	Minimum <i>Side Yard</i>	0.0 m for an interior unit and 1.2. m for an end unit	0.0 m for an interior unit and 1.2. m for an end unit	3.0 m
	Minimum <i>Exterior Side Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m
	Maximum <i>garage width</i> on a lot not accessed by a lane	50% of lot <i>frontage</i>	50% of lot <i>frontage</i>	n/a
	Maximum <i>Building Height</i>	14.5 m	14.5 m	18.5 m
	Maximum number of units in a <i>building</i>	8 units	12 units (6 per side)	n/a

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS			
	Total minimum Outdoor Amenity Space (2) for <i>townhouses</i> with lane access or back-to-back <i>townhouses</i>	15 sq. m.	15 sq. m.	n/a
	Notes: (1) The wall of an attached <i>garage</i> that contains a motor vehicle door shall be set back a minimum of 6.0 m from the lot line that the driveway crosses to access the <i>garage</i> . If the driveway does not cross a sidewalk, the minimum setback is reduced to 4.5 m. (2) Outdoor Amenity Space is not required to be contiguous, but shall have a minimum depth of 1.8 m, and shall be located in areas other than the front or rear yard such as on a rooftop, above a <i>garage</i> and/or on a balcony. (3) Back-to-back <i>townhouses</i> , notwithstanding the definition of <i>townhouse</i> , are not required to provide access to a <i>rear yard</i> . Back-to-back <i>townhouse dwellings</i> shall share a common wall above grade with <i>townhouse dwellings</i> to the rear.			

COMMERCIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS
C2-108 By-law #2020-53 National Properties Inc. and Equity Venture Group Corp. Part of Lots 16 and 17, Concession 10 & Part of Lot 16, Concession 11	In addition to the permitted uses in the Highway Commercial (C2) Zone, on lands zoned C2-108, a retail or grocery store shall be permitted.

3. THAT Zoning By-law No. 07-67, as amended, is hereby amended to give effect to the foregoing, but Zoning By-law No. 07-67, as amended, shall in other respects remain in full force and effect save as may be otherwise amended or hereinafter dealt with.

4. THAT this By-law shall come into force pursuant to the Order of the Local Planning Appeal Tribunal issued on _____, 2020, in Tribunal Case No. PL171265, subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.

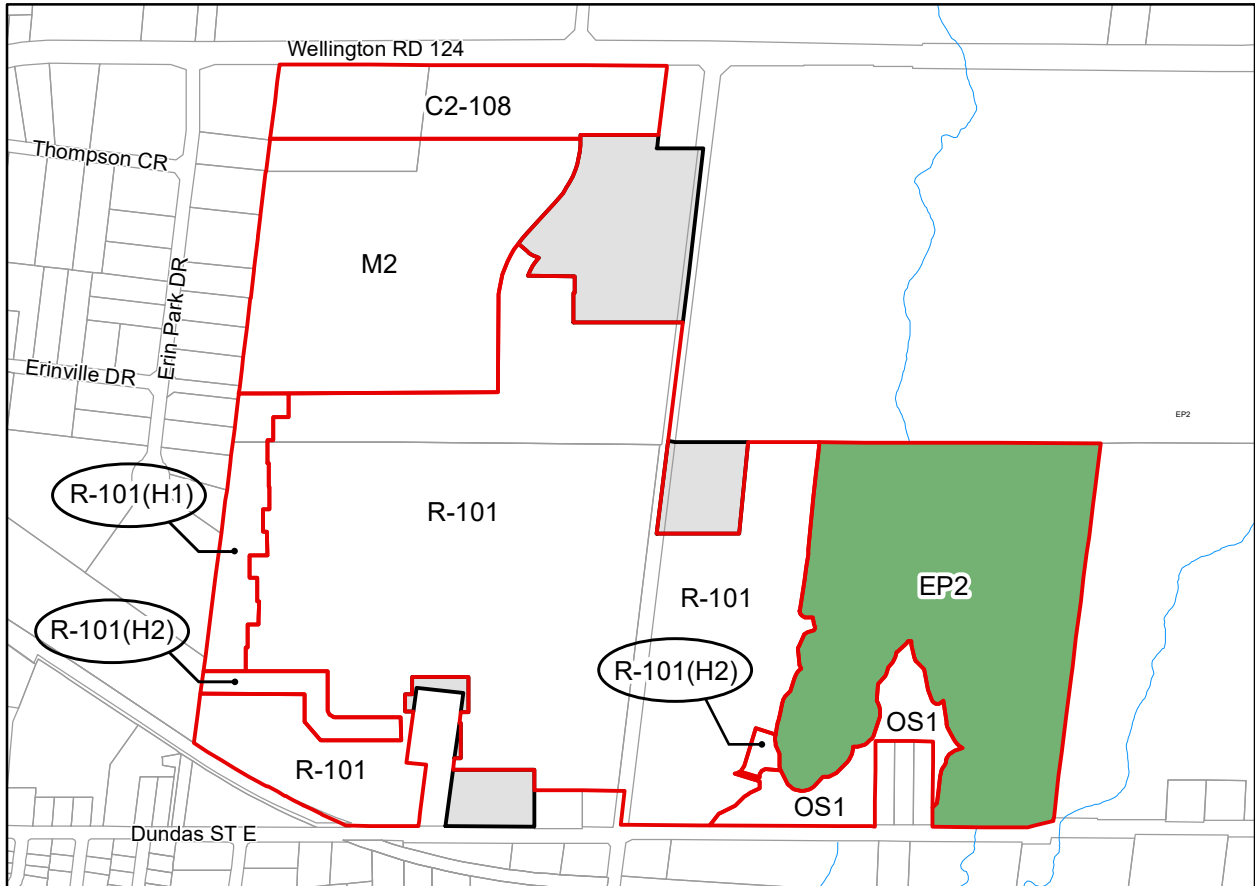
THE CORPORATION OF THE TOWN OF ERIN



EXPLANATION OF BY-LAW #xx-xx

By-law Number 2020-53 amends the Town of Erin Zoning By-law 07-67 by rezoning the lands legally described as Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, from the current "Future Development (FD) Zone" to "Residential (R-101)", "Residential (R-101) (H1)", "Residential (R-101) (H2)", "Highway Commercial (C2-108)", "General Industrial (M2)", "Rural Environmental Protection (EP2)", and "Open Space Recreation (OS1) Zone", to permit the implementation of a proposed mixed use Draft Plan of Subdivision. In addition, certain lands shall be identified as "Deferred Lands".

The purpose of the proposed zoning by-law amendment is to rezone the property to permit the development of various residential dwelling types, parks, an elementary school, and commercial and prestige/industrial lands on the above-noted lands.

**SCHEDULE 1
TO ZONING BY-LAW No. 2020-53
THE CORPORATION OF THE TOWN OF ERIN**



 **AREA AFFECTED BY THIS BY-LAW**
 **DEFERRED LANDS**



THIS SCHEDULE 1 TO BY-LAW No. 2020-53 PASSES ON THE ___ DAY OF _____, 2020

MAYOR

CLERK

DRAFT PLAN OF SUBDIVISION PART OF LOTS 16 and 17, CONCESSION 10 and 11 FORMERLY VILLAGE OF ERIN (GEOGRAPHICAL TOWNSHIP OF ERIN) NOW IN THE TOWN OF ERIN COUNTY OF WELLINGTON SCALE 1:2000

DRAFT PLAN 23T-12001

PL171265 - Attachment 3

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

DATE --- SEP. 27 ---, 2012
C. P. EDWARD OLS

OWNER'S CERTIFICATE

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWN OF ERIN FOR APPROVAL.

OWNER

NATIONAL PROPERTIES INC.
EQUITY VENTURE GROUP CORP.

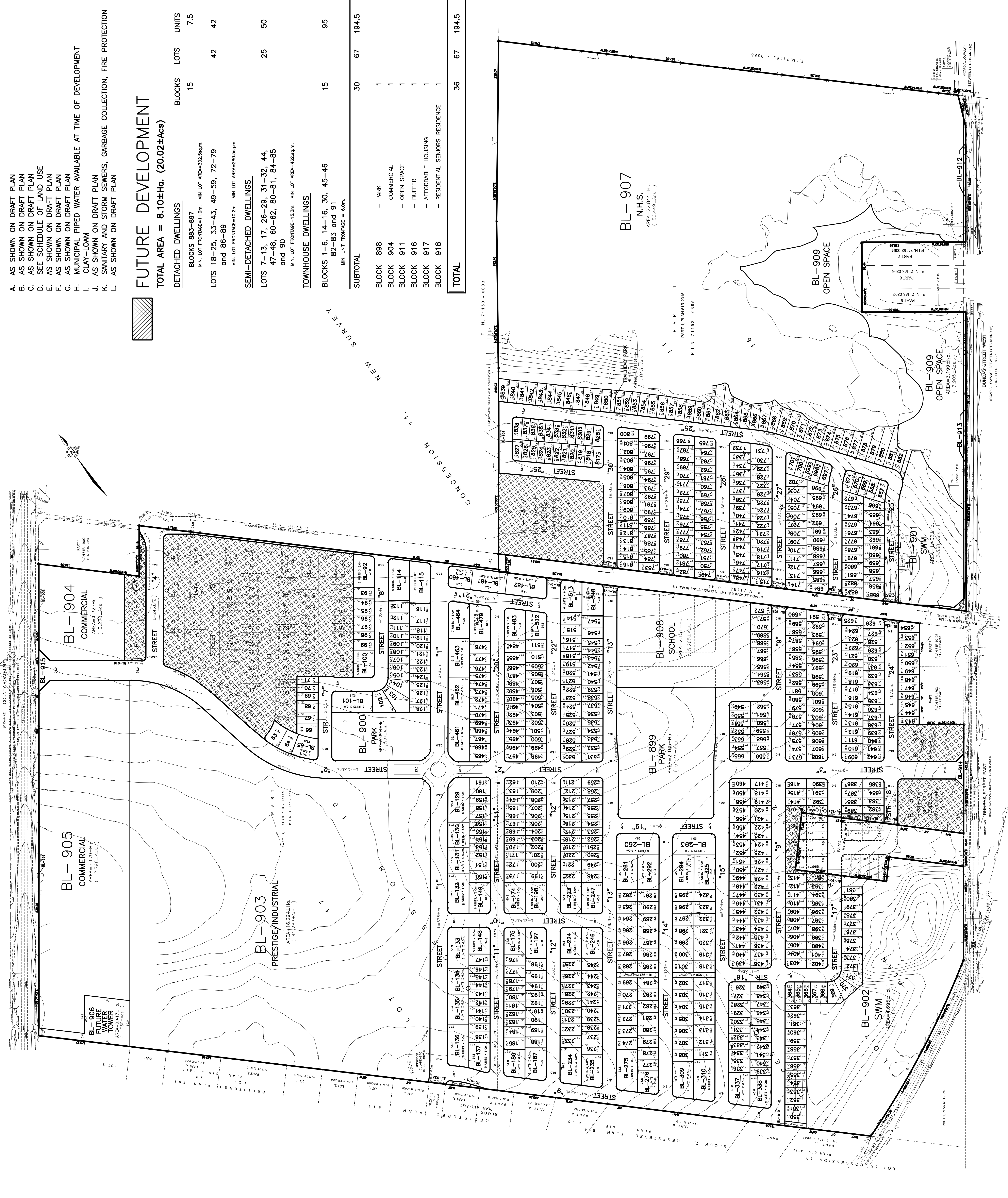
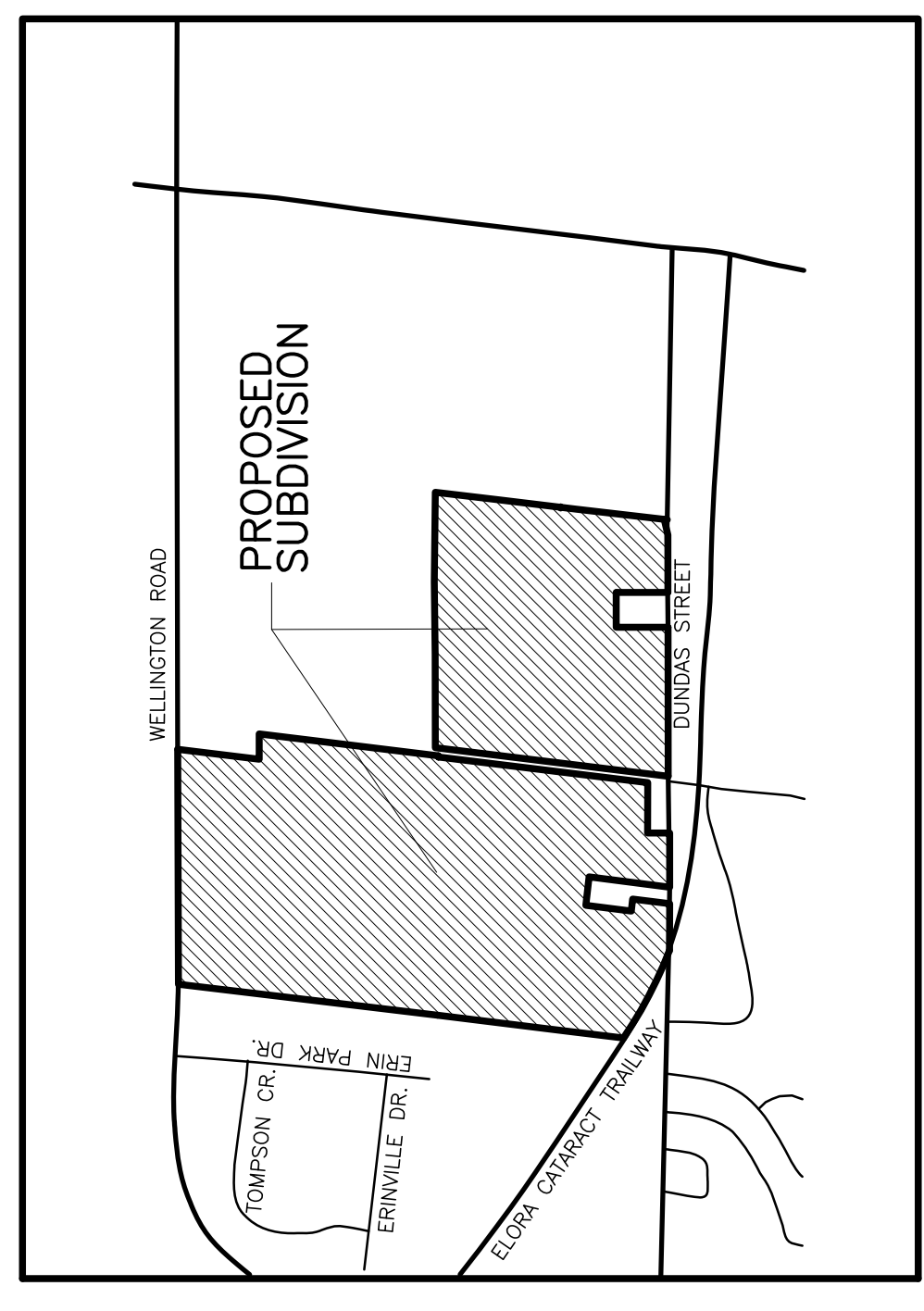
SECTION 51, PLANNING ACT, ADDITIONAL INFORMATION

- AS SHOWN ON DRAFT PLAN
- AS SHOWN ON DRAFT PLAN
- AS SHOWN ON DRAFT PLAN
- SEE SCHEDULE OF LAND USE
- AS SHOWN ON DRAFT PLAN
- AS SHOWN ON DRAFT PLAN
- MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- CLAY-LOAM
- AS SHOWN ON DRAFT PLAN
- SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- AS SHOWN ON DRAFT PLAN

FUTURE DEVELOPMENT

TOTAL AREA = 8.10±Ha. (20.02±Acs)

DETACHED DWELLINGS	LOTS	UNITS
BLOCKS 883-897 MIN. LOT FRONTAGE=11.5m. MIN. LOT AREA=352.5sq.m. and 86-89	15	7.5
LOTS 18-25, 33-43, 49-59, 72-79	42	42
SEMI-DETACHED DWELLINGS		
LOTS 7-13, 17, 26-29, 31-32, 44, 47-48, 49-50, 60-62, 80-81, 84-85	25	50
TOWNHOUSE DWELLINGS		
BLOCKS 1-6, 14-16, 30, 45-46	15	95
BLOCKS 82-83 and 91		
TOTAL	36	194.5



TOTAL AREA OF LAND TO BE SUBDIVIDED = 117.734±Ha. (290.927±Acs)

SCHEDULE OF LAND USE

DETACHED DWELLINGS	BLOCKS	LOTS	UNITS	±Ha.	±Acs.
LOTS 839-850 and 854-882		41	41	1.714	4.235
LOTS 141-144, 159-164, 180-181, 190-194, 201-207, 214-220, 227, 231, 236, 242-243, 250-256, 331-336, 339, 364-365, 468-476, 494-504, 519-537, 553-558, 570-572, 577-600, 610-636, 644-654, 664-669, 672-681, 690-696, 698-714, 726-738, 759-772, 793-806, 817-819 and 828-830		346	346	10.973	27.115
PLUS BLOCKS 883-897		15	7.5	0.282	0.897
18-25, 33-43, 49-59, 69-79, 86-89, 94-98, 103-111, 118-128, 139-140, 145-146, 152-158, 165-171, 178-179, 182-183, 201-207, 214-220, 227, 231, 236, 242-243, 250-256, 331-336, 339, 364-365, 468-476, 486-493, 505-509, 516-518, 538-545, 549-522, 559-569, 573-576, 601-609, 637-643, 655-663, 670-671, 682-689, 697, 715-725, 739-758, 773-792, 807-816, 820-827, 831-835, and 851-853		296	296	8.727	21.565
MIN. LOT FRONTAGE=11.5m. MIN. LOT AREA=352.5sq.m.					

SEMI-DETACHED DWELLINGS

LOTS 7-13, 17, 26-29, 31-32, 44, 47-48, 49, 102, 112-113, 116-117, 136, 147, 188-189, 195-196, 199-200, 204-205, 225-226, 232-233, 236-237, 244-245, 248-249, 262-274, 277-291, 295-308, 311-324, 477-478, 484-485, 510-511, 514-515 and 546-547		68			
MIN. LOT FRONTAGE=13.5m. MIN. LOT AREA=462.5sq.m.					

TOWNHOUSE DWELLINGS

BLOCKS 1-6, 14-16, 30, 45-46, 65, 82-83, 91-92, 100-101, 114-115, 129-137, 148-149, 174-175, 186-187, 197-198, 223-224, 234-235, 246-247, 260-261, 275-276, 292-294, 309-310, 325-337-338, 461-464, 479-483, 512-513 and 546		131	262	5.768	14.253
MIN. LOT FRONTAGE=6.0m.					

SUBTOTAL	83	814	1,395.5	35.566	87.885
BLOCKS 898-900	3			3.376	8.342
BLOCKS 901-902	2			6.127	15.140
BLOCK 903	1			16.294	40.263
BLOCKS 904-905	2			6.506	16.076
BLOCK 906	1			0.417	1.030
BLOCK 907	1			22.844	56.449
BLOCK 908	1			2.131	5.265
BLOCKS 909-911	3			3.263	8.063
BLOCKS 912-915	4			0.270	0.668
BLOCK 916	1			0.008	0.020
BLOCK 917	1			1.478	3.652
BLOCK 918	1			0.559	1.381
BLOCKS 919-921	3			0.083	0.206
BLOCKS 922-939	18			0.030	0.075
BLOCK 940	1			0.018	0.045
TOTAL	126	814	1,395.5	117.734	290.927

NOTE - ELEVATIONS RELATED TO CANADIAN GEODETIC DATUM NOTE - * SUBJECT TO FINAL CALCULATION

PROJECT No. P-1793
SCALE 1:2000
DEC 10, 2020

KLM DWG. No. - 20:5
PLANNING PARTNERS INC. TEL: (905)669-0097 FAX: (905)669-0097 design@klmplanning.com
Planning • Design • Development

December 10, 2020

CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION 23T-12001

No. Condition:

General

1. Approval shall relate to a draft plan of Subdivision prepared by KLM Planning Inc. with a Surveyor's Certificate from Rady-Pentek & Edward Surveying Ltd., drawing no. 20:5 dated December 10, 2020, subject to outstanding Town comments being addressed including, but not limited to the following conditions. The draft plan may be further redlined revised, if necessary, in order to meet the Town of Erin's ("Town") requirements including, but not limited to:
 - a. Changes identified through an internal functional traffic design study to outline road alignments and widenings that may be required to accommodate turning lanes and a roundabout;
 - b. Reserves;
 - c. Daylight triangles and corner roundings at all intersections shall be comprised of 9m minimum property line, sidewalk and curb line radius and all 90-degree bends must have a 17m minimum property line and curb line radius.
 - d. Temporary turning circles shall have a 22m property line and 19m curb line radius;
 - e. Block delineation and boundary adjustments;
 - f. Landscaping and buffering for BL-903; and,
 - g. Confirmation of location of road access for BL-903 and BL-905.

2. The following streets, lots and blocks shall not proceed to final approval and registration until such time as the Town is satisfied that the following have been fulfilled:
 - a. Blocks 900, 903, 130 and 461 relating to the provision of adequate spacing and design for the proposed roundabout/turning circle;
 - b. Blocks 136, 137, 186, 187, 234, 235, 275, 276, 309, 310, 337 and 338 relating to the potential impacts of noise, vibration and provision of minimum separation distances;
 - c. Lots 350 to 381 inclusive and Lots 877 to 882 inclusive relating to the provision of adequate sizing and design of the nearby stormwater management facilities;
 - d. Blocks 1, 2, 3, 4, 5 & 6 plus Lots 7, 8 & 9 relating to the adequate sizing and design of the intersection of Streets 2 and 4, including any required turning lanes; and,
 - e. The intersection of Streets 1, 4 to 9 inclusive, 13 and 22 to 30 inclusive with 10th Line relating to the adequate sizing and design of the intersections and any required turning lanes; and,
 - f. Lots 378 through 381 to accommodate a reconfiguration of the SWM Block to include a block for a Wastewater Pumping Station in the event it is not possible for development to drain via gravity sewer to Main Street as proposed in the FSR.

3. The Owner agrees that if it is determined through further review and studies that additional right-of-way width is required to accommodate additional lanes, then the required right-of-way width shall be provided without compensation.

4. THAT, if final approval is not given to all or part of this draft plan within five (5) years of the day that draft approval is granted by order of the Local Planning Appeal Tribunal, and if no extensions have been granted, draft approval shall lapse. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Town of Erin must be received by the County of Wellington ("County") prior to (**lapsing date to be inserted by LPAT**). Please note that an updated review of the draft plan, and revisions to the conditions of approval may be necessary if an extension is to be granted.

5. The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, an amendment to the Town's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.

6. The Owner agrees to obtain required approvals from the County, the Credit Valley Conservation Authority (CVC) and any other applicable public agencies to the satisfaction of the Town.

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7. Prior to site alteration for, and the release for registration of any phase within this draft Plan of Subdivision, the Owner agrees to prepare and submit to the satisfaction of the Town and the County, all technical reports, studies, and drawings, including but not limited to, transportation studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
8. A final detailed fiscal impact assessment that provides an assessment of the fiscal impact of the development upon the finances of the Town and County, including a demonstration of how the methods, protocols and recommendations therein will be implemented, all to the satisfaction of the Town and County.
9. The detailed design submissions reference in condition 7 shall include/provide for, to the satisfaction of the County, Town and CVC:
 - a) a modified buffer between the small woodland and adjacent stormwater management area, once constructed, in order to protect areas adjacent to the small woodland by controlling maintenance activities within a specified distance;
 - b) a suitable buffer between lots 881/882 and the small woodland, where required; and
 - c) Buffer and Landscape Restoration Plans, which provides for natural vegetation plantings within buffer areas including the buffer area adjacent to lots 871-879.
10. The Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the Town and, where applicable, the County.
11. The Owner agrees that prior to final approval, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town and County related to the processing, administration and technical reviews pertaining final approval. Such fees will be charged at the prevailing rates of approved Town Policies and By-laws on the day of payment. County fees will include Planning Department fees for administration and review of final approval requirement and all required legal and consulting fees associated with the County sign-off of draft plan conditions.
12. The Owner agrees in the Subdivision Agreement or the Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the Town of Erin, prior to the construction of any municipal infrastructure required to service that phase of development.
13. The Owner agrees to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external land owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the development on lands owned by the Town and/or County, to the satisfaction of the Town and/or County. The costs associated with the external works may be eligible for Development Charges credit.
14. The Owner agrees to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner further covenants and agrees that the acceptance of these measures will be subject to approval from the Chief Building Official.

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Stormwater Management

15. Prior to any site alteration and final approval, the Owner shall submit a Stormwater Management (SWM) report, to the satisfaction of the Town and CVC in accordance with applicable MECP, CVC and Town Standards, that:

- a) Provides sufficient detail to confirm that the Deer Pit SWM facility and the outlet sewer system along the Elora Cataract Trail is acceptable outlet;
- b) Provides sufficient detail confirming that the proposed infiltration cell within the SWM facility is large enough;
- c) Includes a maintenance access road around at least 75% of the perimeter of the Blocks 901 & 902;
- d) Includes an appropriately sized sediment drying areas for each SWM facility.

Until the Stormwater Management (SWM) report has been accepted by the Town, a Hold condition will be placed on the applicable zoning for Lots 352 to 381 and 877 to 882 inclusive.

16. Prior to any site alteration or final approval, the Owner shall prepare to the satisfaction of the Town, County and the CVC:

- a) An Erosion and Sediment Control Plan;
- b) Construction Impact Mitigation Plan
- c) A detailed Grading Plan; and
- d) Tree Preservation Plan.

17. Prior to any site alteration, with the exception of site alteration to install sediment control measures and construction mitigation control measures required pursuant to these draft plan conditions, the Owner shall agree to have such measures constructed and fully operational. The erosion and siltation control facilities shall be regularly inspected by the Owner's engineer during all phases of development and construction including grading, servicing, and building construction, and such inspection reports shall be submitted to the Town on a monthly or more frequent basis as set out in the subdivision agreement.

18. The Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town and the CVC, SWM ponds on Blocks 901 and 902, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.

19. The Owner shall agree in the Subdivision Agreement to maintain all SWM and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.

20. The Owner agrees that if major overland flows from the subdivision will traverse through external lands not owned by the Owner, the Owner will make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management pond, and convey lands or easement required for the conveyance of overland flows to the satisfaction of the Town, the County if County-owned lands or other significant natural features, including but not limited to, significant woodlands, are affected.

Water Servicing

21. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement with the Town that the following water infrastructure shall be completed in accordance with the 2020 Water Environmental Assessment (EA) and Development Charges Background Study Water Components both completed by Triton Engineering, to the satisfaction of the Town:

- a) The design and construction of a new Municipal Well at #5657 Wellington CR23;
- b) The design and construction of a 2,140m³ Water Tower on Block 906
- c) The design and construction of 1,500m of trunk main on CR23 from the new Municipal Well to Sideroad 17;
- d) The design and construction of 950m of trunk watermain from the intersection of Sideroad 17 & Wellington CR 23 to the future Water Tower on Block 906;

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If determined applicable and at the sole discretion of the Town, such improvements shall be at the Owner's expense and may be subject to Development Charge credits.

22. Prior to any site alteration or final approval, the Town will be completing a Water Model for the Existing and Future Municipal Water System to confirm that adequate flows and pressures are available throughout the community. The Owner shall agree in the Subdivision Agreement to upgrade any external watermains in accordance with the Town's proposed Water Model to ensure that adequate flows (Max Day + Fire Flows) are available throughout the proposed development.

If determined applicable and at the sole discretion of the Town, such improvements shall be at the Owner's expense and may be subject to Development Charge credits.

23. Prior to final approval the Owner shall agree in the Subdivision Agreement to provide a minimum 6m wide easement for a watermain from Block 906 (Future Water Tower) to Street 1 or 2, if determined to be required, to the satisfaction of the Town.

Sanitary Servicing

24. Prior to final approval, the Owner shall agree in the Subdivision Agreement not to request any Building Permits until the Town has confirmed in writing, that the following works are within nine (9) months of being constructed and fully commissioned:
- a. The Town's Wastewater Treatment Plant (WWTP) on Wellington Rd 52;
 - b. The Trunk Sanitary Sewer from Main Street (Wellington Rd 124) & Dundas Street to the main Erin Pumping Station in downtown Erin plus the forcemain to the WWTP (collectively know as Segment 1 & 2).

Further, the Owner shall agree in the Subdivision Agreement not to request any Occupancy permits until the Town has confirmed in writing, that the aforementioned works are fully commissioned.

25. Prior to any site alteration or final approval, the Owner shall agree in an applicable agreement that if it is determined that the Development cannot be serviced via gravity to the future trunk sanitary sewer that will be constructed by the Town along Main Street (Wellington Rd 124) to Dundas Street, to modify the Draft Plan and provide an appropriately sized Block, fronting on Dundas Street close to the Elora Cataract Trail, for the design and construction of a Sanitary Pumping Station to service the proposed development.

However, if the Owner wants to avoid the need for a Sewage Pumping Station within the development and the development serviced via gravity to the future trunk sanitary on Main Street (Wellington Rd 124) the Owner shall agree in the Subdivision Agreement to pay the additional costs to the Town, associated with having the trunk sewer along Main Street (Wellington Rd 124) to Dundas Street and the main pumping station, lowered to accommodate the gravity servicing. The Owner will also agree in the Subdivision Agreement that these additional costs, associated with the possible lowering of the trunk sewer, may not be eligible for Development Charge credits.

26. Prior to any site alteration or final approval, the Owner shall agree in an applicable agreement to the construction of sanitary forcemain or gravity sewer from the proposed development along Dundas Street to the intersection of Dundas Street and Main Street (Wellington Rd 124) including the full reconstruction of the road. The Owner will also agree in the Subdivision Agreement that the cost associated with the construction of the sanitary forcemain or gravity sewer shall be at the Owner's expense and may not be eligible for Development Charge credits.

Transportation and Roads

27. The Owner agrees to provide names of all road allowances within the draft plan of subdivision, to the satisfaction of the Town and County.

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28. The Owner agrees to design and construct all municipal roads in accordance with Town standards and specifications.
29. Prior to any site alteration or final approval, the Owner agrees to make red line revisions to the Draft Plan, to provide sufficient widenings for the 10th Line to be a continuous 23.0m Road Allowance from Dundas Street to Street 4.
30. Prior to any site alteration or final approval, the Owner agrees to increase the Road Allowance width of the following streets from 18.0m to a 20.0m, if required through the internal functional traffic design study to the satisfaction of the Town:
- a) Street 19, from Street 13 to Street 15;
 - b) Street 15, from Street 19 to Street 9
 - c) Street 13, from Street 19 to Street 10th Line
31. Prior to any site alteration or final approval, the Owner shall agree that access to Block 903 will be limited to two entrances from the internal subdivision. Further the Owner shall agree that these will be on to Street 2, directly in line with Street 4 and the other will be on to Street 1 directly in line with Street 9.
32. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement that the following roads, shall be upgraded to the satisfaction of the Town:
- a) The reconstruction of Dundas Street East from Wellington Road 124 to Erinlea Crescent in conjunction with the sanitary servicing option, including replacement and/or upsizing of watermain, storm sewer, curbs, sidewalk and streetlights;
 - b) The urbanization of Dundas Street East from Erinlea Crescent to eastern limits of Block 907, including sanitary sewers, watermains, storm sewers, curbs, sidewalk and streetlights;
 - c) The reconstruction of Erinville Drive from Wellington Road 124 to Street 9, to an urban cross-section including replacement and/or upsizing of existing watermain, along with new storm sewers, curbs, sidewalk and streetlights.

If determined applicable and at the sole discretion of the Town, these improvements shall be at the Owner's expense and may not be eligible to Development Charge credits.

33. Prior to any site alteration or final approval, the Owner shall enter into an appropriate Agreement with the County that the following external roads, in accordance with the recommendations in the Traffic Impact Study and where determined to be required, shall be upgraded to the satisfaction of the Town and County:
- a) Wellington Road 52/Wellington Road 124 (Main St.) & Wellington Road 124 – New Signal Controller and signal time optimization;
 - b) Wellington Road 124 & Winston Churchill Boulevard – Installation of a new signal and installation of an eastbound left turn lane. A minimum length of 80 m should be considered assuming provision of necessary storage lane length and associated taper length of 50m;
 - c) Wellington Road 124 (Main Street) & Erinville Drive – Installation of a new signal;
 - d) Wellington Road 124 and Street '2' – Installation of a new signal and installation of a northbound right and westbound left turn lane. A minimum length of 80 m should be considered for both the northbound right and westbound left turn lanes assuming provision of necessary storage lane length and associated taper of 50 m lengths;
 - e) Wellington Road 124 (Main Street) & Dundas Street – Signal time optimization and integration of additional westbound left turn signal phase (the report does not mention whether a new signal controller will be necessary; however, procurement and installation of a new controller might be a condition of approval of the draft plan);
 - f) Dundas Street East/ Side Road 15 & 10th Line – Installation of an 'All Way Stop' control at the junction and construction of a new southbound right turn lane A minimum length of 70 m should be considered assuming provision of necessary storage lane length and associated taper length of 50 m);
 - g) Wellington Road 124 (Main Street) & Shamrock Road – Lengthen eastbound left turn bay from existing 15m length to 30 m length; and
 - h) Wellington Road 124 & Wellington Road 52 – Lengthen the existing eastbound right and southbound right storage lengths to 60 m and 55 m, respectively.

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If determined applicable and at the sole discretion of the County, such improvements shall be at the Owner's expense and may be subject to Development Charge credits. This agreement will include provisions to establish Owner requirements with respect to County costs for administration and technical review, and service financing, for the construction of the required upgrades.

34. Prior to any site alteration or final approval, the Owner shall agree to the placement of Hold provision for applicable zoning requirements on Lots 7, 8 & 9 and Blocks 1, 930, 904 & 905 until the Traffic Impact Study (TIS) confirms, to the satisfaction of the Town, that the 23.0 Road Allowance for Street 2 between Street 4 and Cty Rd 124 is sufficient and does not need to be increased to 26.0 m or 30.0 to accommodate additional lanes.
35. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement to provide temporary turning circles where required at the Owners cost and remove them and restore the streets to their normal condition at the Owners cost when required by the Town, to the satisfaction of the Town. The Owner further agrees that that a Hold provision will be placed on the applicable zoning requirements for following lots until such time as Street 17 can be continuous from Street 9 to Street 3 and Street 18 extends from Street 3 to Street 17:
- a) Lots 381, 382, 383, 388, 389, 391, 392 & 393
 - b) Blocks 883, 853 & 897

The Owner agrees that the design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the Town.

36. The Owner agrees that prior to final approval and registration of any phase of development, to update the Transportation Impact Assessment Study (TIS) to the satisfaction of the Town and County. The updated TIS(s) shall : (1) be based on a 2041 build-out of the Development lands, if the full build-out of that phase would extend beyond 2031; (2) include assessment of all potentially impacted intersections on the County Road System; and provide updated recommendations (if any) to the recommended improvements set out in condition 32 and 33 above. Further, the Owner agrees that the Agreement with the County referenced in condition 33 shall provide, that if any required additional infrastructure improvements are recommended by the County-approved updated TIS(s), at the sole discretion of the County, such improvements shall be at the Owner's expense and may be subject to Development Charge credits..
37. Accordingly, the Owner agrees prior to registration of any phase of the draft plan of subdivision to acquire and convey to the Town, and if applicable the County, free of all costs and encumbrances, any lands external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements as recommended in the accepted updated Transportation Impact Assessment Study(s).

Tree Inventory and Preservation Plans

38. The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Town and County.
39. The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement to the satisfaction of the Town and County.
40. The Owner shall obtain written approval from the Town and County prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.

Community Design

41. THAT prior to final approval, the Owner shall submit an Urban Design Guidelines Report to the satisfaction of the Town, which shall identify all the urban design objectives for the draft plan, to the satisfaction of the Town, including:

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- a. Internal landscaping on boulevards as it relates to the road rights-of-ways and the location of underground services;
 - b. Co-ordination of the urban design/streetscape elements as they relate to all streets within the Plan including entrance features and medians;
 - c. Landscaping including fencing, gateway features and typical cross-sections required to determine appropriate locations for buffer landscaping;
 - d. The appropriate landscape treatment and configuration for the stormwater management facilities, low impact development techniques (LIDs) and landscaping & walkways within environmental buffers;
 - e. The location and paving treatment of community mailboxes;
 - f. Illustrate interfaces between residential block and open space and collector road systems; private-public interface, particularly with respect to the open space and natural heritage system, along with entrance features and integration with, or buffering for adjacent existing neighborhoods; and,
 - g. The location, route and design of the public trail/walkway system in the buffer blocks, and other areas of the draft plan, and any revisions to add additional walkway blocks as necessary.
42. The Owner shall implement and incorporate all requirements of the approved Town of Erin Urban Design Guidelines into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
43. The Owner shall retain a design consultant to prepare architectural control guidelines to be submitted to the Town for approval prior to execution of the Subdivision Agreement.
44. The Owner shall retain a design consultant acceptable to the Town to implement the Architectural Control Guidelines.
45. Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
46. The Owner shall ensure that the design architect for any buildings within this draft plan of subdivision shall not also assume the role of control architect for this draft plan of subdivision.

Parkland Dedication

47. The Owner acknowledges and agrees that the parkland dedication within this draft plan of subdivision shall be a minimum of 3.39 ha and that this does not fully satisfy the parkland dedication requirements for the total approved draft plan of subdivision unit count.
48. THAT the Owner shall provide, at the Town's sole discretion, cash-in-lieu of parkland to the Town as required under the *Planning Act*, and the Town's Parkland By-law, as amended and the Town Official Plan to compensate for any under dedication of parkland. Land used for trail purposes, open space, and environmental lands shall not be included as part of the parkland dedication requirement. If registration and final approval proceeds in phases the parkland dedication requirements shall be calculated based on the land area of the draft plan of subdivision as a whole as opposed to the land included in that particular phase of development.
49. The Owner covenants and agrees to convey Park Blocks 898, 899, and 900 to the Town, free of all costs and encumbrances to the satisfaction of the Town, upon registration of the plan of subdivision.

Landscape Works

50. Prior to the release for registration of every phase within this Draft Plan of Subdivision, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the Town Urban Design Guidelines, the approved Architectural Control Guidelines, and the approved Buffer and Landscape Restoration Plans, to the satisfaction of the Town and the County and including the following:

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- a) For all public streets, streetscape plan and street tree planting in accordance with Town guidelines and requirements;
- b) A specialized depth of topsoil (minimum 200mm) in the entire municipal boulevard to appropriately plant boulevard trees;
- c) For all corner lots provide privacy wood screen corner lot fencing as required;
- d) Noise attenuation fencing as required;
- e) For all lots backing or flanking onto an Open Space/Natural Heritage Block, Park Block, School Block or SWM Block, provide 1.5m high black vinyl chain-link fence on the property line installed prior to occupancy, as determined appropriate by the Town;
- f) Provide landscaping for all open space, stormwater and walkway blocks;
- g) A trail network;
- h) Restoration works identified in the Buffer and Landscape Restoration Plans; and,
- i) Any other landscaping as determined in the Urban Design Guidelines, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

51. The Owner shall construct all landscape works referred to in condition 50 in accordance with the approved plans at no cost to the Town.

52. The Owner shall not permit their builders to charge home purchasers for the items listed in condition 50.

53. The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE TOWN OF ERIN HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS TO MEET CONDITION 50;
- FENCING AS REQUIRED BY THE TOWN;
- FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN);
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY;
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES; AND,
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

Parkland Servicing

54. The Owner shall covenant and agree to rough grade, topsoil, seed and maintain, free of stock piles and debris, all, park blocks within the subdivision to the satisfaction of the Town. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the Town.

55. The Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Town.

56. The Owner shall provide a current geotechnical report by a qualified person all park blocks, to the satisfaction of the Town.

Financial

57. Prior to execution of the Subdivision Agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Town, for any works and infrastructure, applicable tree preservation and ecological restoration works outlined or required for this draft plan of

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subdivision to the satisfaction of the Town and the County, to ensure compliance with all applicable Town and County requirements .

Municipal Services

58. Prior to final approval, the Owner shall agree to prepare detailed Engineering Design drawings and specifications, to the satisfaction of the Town, as may be required for the servicing of the subject lands in accordance with the most recent Town Engineering Standards and the recommendations of the Functional Servicing Report, Stormwater Management Report, Traffic Impact Study and Hydrogeology Report.
59. Prior to any site alteration the Owner shall agree in the Subdivision Agreement to construct the municipal services associated with the Plan in accordance with the detailed Engineering Drawings and the latest Town Engineering Standards to the satisfaction of the Town.
60. Prior to final approval, the Owner shall agree in the Subdivision Agreement not to apply for any building permits until the Town is satisfied that adequate subdivision services, including roads with base asphalt, watermains and appurtenances, sanitary sewers, and storm sewers have been constructed within the development

Lands to be Conveyed to the Town/ County - Easements

61. The Owner agrees to grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision.
62. The Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers, where required, to the satisfaction of the Town.
63. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Town to allow the municipal services within the easement to be properly maintained by the Town.
64. The Owner agrees to convey a 0.3 metre reserve to the County of Wellington, free of all cost and encumbrances, upon registration of the Plan of Subdivision, along the south side of County Road 124 on Blocks 905 and 904.
65. The Owner agrees to convey 0.3 metre reserves in the following locations to the Town, free of all costs and encumbrances, upon registration of the Plan of Subdivision.
 - a) Along the north side of Street 1 between Block 903;
 - b) Along the west side of Street 2 between the street and the perimeter of Block 903 & 905;
 - c) Along the west side of Street 9 between the street and the existing development to the west.
 - d) Blocks 922 to 937 inclusive.
66. The Owner agrees to convey Block 901 and Block 902 to the Town, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the Town upon registration of the Plan of Subdivision.

Utilities

67. The Owner agrees that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies.
68. The Owner agrees to enter into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

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Canada Post

69. The Owner agrees to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan.
70. The Owner agrees to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
71. The Owner covenants and agrees to provide suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
72. The Owner acknowledges and agrees that standard community mailbox installations are to be done by Canada Post at locations approved by the Town. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the Town in consultation with Canada Post.
73. The Owner shall covenant and agree in the Subdivision Agreement to be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
74. The Owner shall covenant and agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- a. An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
 - b. Any required walkway across the boulevard; and,
 - c. Any required curb depressions for wheelchair access.
75. The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
76. The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

Environmental Clearance

77. The Owner agrees to retain a "Qualified Person" to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry, where required, for all lands to be conveyed to the Town or County. The "Qualified Person" shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the Town shall be defined as any land or easement to be conveyed to the Town, in accordance with the Town's Environmental Policy and Procedures for Conveyance of Land to the Town Pursuant to the Planning Act.
78. Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and

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all applicable standards, for all lands to be conveyed to the Town, and if applicable the County, for peer review and concurrence.

79. Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the Town, and if applicable the County, for all lands or interests in lands to be conveyed to the Town, and if applicable the County, to the satisfaction of the Town, and if applicable the County,. The Environmental Clearance and Reliance Letter will be completed in accordance with the Town's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The Town will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
80. The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the Town immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the Town and the Ministry of the Environment, Conservation and Parks.
81. The Owner agrees to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner further agrees to indemnify and save harmless the Town, its directors, officers, Mayor, council members, employees and agents, and where applicable the County, its directors officers, Warden, council members, employees and agents, from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the Town of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the Town in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.

Heritage

82. Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out any required archaeological assessment(s) for the lands within the draft plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
83. The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the Town and the Ministry of Culture.

Well Monitoring Program and Mitigation Plan

84. Prior to any site alteration or final approval, , whichever is earlier, the Owner agrees to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the Owner's consultant. The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Town.

Streetlight Types

85. The Owner agrees to contact the Town prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

Other Town Requirements

86. The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:
- a. Parks by type, including Park and Open Space Concept Plans and Streetscape Plans;
 - b. stormwater management ponds and related facilities;
 - c. schools by type;
 - d. place of worship sites;
 - e. other institutional sites by type;
 - f. commercial sites by type;
 - g. other surrounding land uses and facilities as specified by the Town; existing or future: rail facilities,
 - h. provincial highways, arterial and collector roads, transit routes and stops;
 - i. Town approved sidewalk, walkway and bike route locations;
 - j. Town approved postal box and utility furniture locations or possible locations if prior to approval; and,
 - k. Town lot grading standards.

All display plans shall be reviewed and approved at the sales office by Town staff, prior to the opening of the sales office.

87. The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the Subdivision Agreement stage to ensure compliance with this condition.

88. The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Standards has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.

89. The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval by the Fire Chief or his designate.

90. The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a. The Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b. The Town's zoning by-law restricts the width of the driveway, this width may not allow two cars to park side by side; and,
 - c. Overnight street parking is not permitted by the Town.

91. The Owner covenants and agrees that it will be responsible for distribution of the recycling containers, green bins and kitchen collectors and homeowner's informational material, which includes information on the timing of commencement of collection services by the County within the Subdivision, for each residential unit within the Subdivision. The Owner further covenants and agrees to contact the County at least four (4) weeks prior to first-unit occupancy for each phase of the development to arrange an appointment time to coordinate the timing, schedule and logistics for the distribution of recycling containers, green bins, kitchen collectors and homeowner's informational material that are to be collected by the Owner from the County and distributed to all units registered within that phase.

92. The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide sufficient space for safe turning for these vehicles which meets any applicable Town and County engineering design standards. The Owner agrees that at times when the above described access cannot be provided, the Owner shall be responsible for removing all residential waste, recyclables and organics from the

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occupied units to an agreed-upon centralized location, satisfactory to the County, at the Owner's expense, for collection by the County.

93. The Owner covenants and agrees to convey all Open Space and Natural Heritage blocks to the Town in a physical condition to the satisfaction of the Town.
94. The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by Palmer Environmental.
95. That prior to final approval of the draft plan, the Owner agrees to prepare Buffer and Landscape Restoration Plans for the Natural Heritage and Open Space lands and a Landscape Restoration Plan for the SWM pond lands. These Plans shall include detailed landscape plans prepared to the satisfaction of the Town and County shall address:
 - a. Recommendations of the Environmental Impact Study prepared by Palmer Environmental;
 - b. All Town and County comments;
 - c. Fencing where the Natural Heritage, Open Space and SWM pond system abuts residential lands;
 - d. Design, alignment and construction of trails; and,
 - e. Removal of garbage within all the blocks.
96. The Owner covenants and agrees to provide a Letter of Credit in the Subdivision Agreement to secure the ecological restoration and trail construction works identified in the Buffer and Landscape Restoration Plans.
97. The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Natural Heritage, SWM Pond or Open Space block providing notice that:
 - a. Lands adjacent to this property have been conveyed to the Town of Erin for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.
98. A final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property.
99. A final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with the applicable provisions contained in the Ontario Building Code.

Zoning/Official Plan

100. THAT prior to final approval by the County of Wellington, the County is to be advised by the Town that a Zoning By-law for the development of the subject property shall have been passed under section 34 of the Planning Act, as amended, and be in full force and effect prior to the registration of the plan, and which shall include the appropriate Holding Provisions on the applicable zoning provisions satisfactory to the Town and the County with respect to the provision of municipal water, sanitary sewer, stormwater management facilities, roads/streets, contingency fire protection measures, subdivision and site plan agreement requirements, noise attenuation measures, access, and other matters as necessary.
101. THAT prior to final approval by the County of Wellington, the County shall be advised by the Town of Erin that appropriate local official plan policies are in effect for this proposed subdivision.

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102. THAT prior to final approval by the County of Wellington, the proposed final plan of subdivision be given review and acceptance by the Town of Erin.

Phasing Plan

103. Prior to any site alteration or final approval of the plan or any phase thereof, the Owner shall agree in the Subdivision Agreement to submit detailed plans showing the proposed Phasing of the plan of subdivision, and a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks to the satisfaction of the Town and County.

104. Prior to any site alteration or final approval, the Owner shall submit the following plans or reports for review and approval, to the satisfaction of the Town and County:

a. Phasing Plan for the review and approval which details the order and progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/include:

- a) The orderly development of the subject lands, together with consideration for adjacent lands and access and servicing connections thereto; and the orderly sequence of services;
- b) available water and sanitary servicing capacity;
- c) the timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan;
- d) the first phase/stage shall include all the municipal infrastructure and municipal blocks associated with that phase, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the satisfaction of the Town and County.

105. Prior to final approval, the Owner shall prepare a Neighbourhood Design Plan to the satisfaction of the Town which includes but is not limited to the following.

- a) Detailed Street Block and Land Use Plan
- b) Comprehensive streetscape and open space plan
- c) Sidewalk mobility plan
- d) Urban Design and Architectural Control Guidelines

106. The Owner shall provide all necessary servicing easements related to each phase to service the property prior to final approval of the plan or any phase thereof to the satisfaction of the Town and, if applicable, the County.

Credit Valley Conservation Authority (CVC)

107. That a revised final Environmental Impact Study ("Final Approved EIS") be prepared and submitted which addresses outstanding items including but not limited to buffers, phasing, trails, monitoring and off-site impacts from any required County road improvements and associated drainage and infrastructure and outstanding comments by the County, Town and CVC, to the satisfaction of the County, Town and the CVC. If necessary, the plan shall be redline revised to implement the findings of the Final Approved EIS.

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108. The Town of Erin Official Plan and Zoning Bylaw shall contain provisions which will place all lands within Blocks 907 and 909 in an appropriate designation and zoning category such that the natural heritage system and open space is protected in perpetuity.
109. That the Natural Heritage System and Open Space on the property (Blocks 907 and 909) be placed into public ownership, as appropriate.
110. Prior to the registration of any phase of this plan and any site grading and servicing in the respective phases, that the following information be prepared to the satisfaction of the Town of Erin and the CVC:
- a. Detailed engineering and grading plans for the respective phase and/or overall draft plan of subdivision; including fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed grading within the regulated area;
 - b. Appropriate sediment and erosion control measures be implemented as approved by the Town and the CVC.
 - c. A feature based water balance and monitoring plan including adaptive management measures, be prepared and implemented in accordance with the recommendations of the Final Approved EIS and FSR.
 - d. Buffer and Landscape Restoration Plans adjacent to the NHS block 907 and Open Space block 909 to the satisfaction of the CVC, which plans shall also be to the satisfaction of the County.
111. Prior to the registration of any phase of the plan the following information will be prepared to the satisfaction of the CVC and the Town:
- a. Plans/ reports demonstrating the details of the proposed trails within or adjacent to the NHS, including fulfilling all the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06;
 - b. That the Servicing Agreement between the Owner and the Municipality contain provisions, wherein the Owner agrees to:
 - a) Carry out works noted in Conditions 84-88 above.
 - b) That a Warning Clause be included in the Agreements of Purchase and Sale advising the future landowners of Lots 839-882 abutting the NHS that the adjacent public land will remain as a low maintenance environment.
 - c) That a Homeowner's Factsheet describing the benefits of some landscape naturalization for lots backing onto the NHS, as an educational tool to promote enhancement, be completed and included as part of the Purchase and Sale Agreement prior to closing.
 - c) An application for Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit pursuant to Ontario Regulation 160/06 for any storm sewer outfalls or other alterations within the CVC's regulated area.
 - d) A final detailed baseline hydrogeology and impact assessment report that provides an assessment of groundwater level monitoring data from on site monitoring wells which shall include data collected over four full consecutive seasons. The report shall, be based on the observed seasonal fluctuation in groundwater levels, provide a predicted "seasonal high" groundwater elevation across the site as well as a recommended seasonal high groundwater elevation on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure adequate vertical separation from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation at a given lot. Proposed lot grading plans for the development shall provide a minimum 0.3 m separation on all lots. A feature based water balance may also be required, in consultation with the CVC depending on the results obtained through further monitoring.
 - e) A Master Trail Plan for the entire draft plan, as well as other lands where applicable, detailing the location route and design of the trail(s) through the draft plan including but not necessarily limited to the natural heritage and open space blocks BL-907 and BL-909 and providing linkages to the Elora Cataract Trail.

Subdivision Agreement

112. THAT the Owner enter into a written subdivision agreement with the Town and that shall identify how all conditions of draft approval are being addressed, and include, but not be limited to the following provisions in the subdivision agreement between the Owner and the Town of Erin, which provisions shall be in a form acceptable to the Town:
- a. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations of supporting plans and reports.
 - b. The subdivision agreement between the Owner and the Town shall contain provisions for the appropriate maintenance provisions and periods for all works and infrastructure to be conveyed to the Town, or the County, and the requirements for the assumption of all works and infrastructure, to the satisfaction of the Town or the County.
113. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to address service financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision in accordance with the Front-ending Agreement and Early Payment and Allocation Agreement, dated October 31, 2020, and that parkland dedication, processing, and administration fees be paid in accordance with the provisions of the subdivision agreement with the Town of Erin, and in accordance with the County of Wellington and applicable school board policies and by-laws in effect at the time payment is due.
114. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that all vacant lands shall be kept clear of weeds and noxious plants and shall be maintained by the Owner in accordance with standards determined by the Town.
115. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. Efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Owner further agrees in the Subdivision Agreement to topsoil and seed any rough graded area not proceeding to construction in a timely manner.
116. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide for all necessary installations and connections to any municipal storm drainage, wastewater, and water services required to service the proposed development.
117. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide fencing where required to the satisfaction to the Town including, but not limited to, interfaces between the industrial lots and residential and parkland lots.
118. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall determine the location and design of the construction access to the satisfaction of the Town and County.
119. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') streetlighting system in the Plan in accordance with Town Standards and specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the Town.
120. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide for the conveyance of any lands and/or easements, free of all costs and encumbrances, to the Town to convey any lands and/or easements, free of all costs and encumbrances, to the Town that are necessary to construct the municipal services for the Plan, and which provide for any easements required for fire

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hydrants, stormwater drainage, utilities and servicing purposes, which may include any required easements and/or additional lands within and/or external to the Plan, to the satisfaction of the Town.

121. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that the necessary drainage outlet, if any, be established and approved by the Town.
122. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to obtain any necessary permits from the Town of Erin and CVC prior to any site alteration.
123. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that unused wells on the property shall be decommissioned according to the requirements of Ontario Regulation 903.
124. The subdivision agreement between the Owner and the Town shall contain provisions whereby the Owner agrees to construct or arrange for the construction of the trail/walkway system identified through the Master Trail Plan at its sole cost and provide a security deposit to the Town, to the satisfaction of the Town with respect to same.
125. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree address phasing arrangements which may involve placing limitations on the issuance of Building Permits for residential lots within the plan and/or the registration of restrictive covenants in favour of the Town pursuant to section 118 of the *Land Titles Act*, R.S.O. 1990, c. L.5 preventing the sale or transfer of lots to third party purchasers prior to meeting phasing requirements related to matters such as the provision of access and the availability of municipal services.
126. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations and requirements of the Urban Design Guidelines.
127. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to erect a subdivision sign on the property containing the following information:
 - a. Identifying all proposed uses within the draft approved plan of subdivision;
 - b. Identifying off street parking restrictions to be imposed by the Town upon final acceptance of the subdivision;
 - c. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations; and,
 - d. To pay the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Town.
128. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree 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.
129. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree providing that the Owner shall save harmless the Town and the County from any claim or action as a result of water or sanitary servicing not being available when anticipated.
130. THAT final approval for registration may be issued in phases as follows:
 - a. Phasing is proposed in an orderly progression and in accordance with the approved phasing to the satisfaction of the Town's Director of Infrastructure and the County;
 - b. All applicable agencies are to agree to registration in phases and provide clearances as required;
 - c. Clearances for all applicable conditions will be required for each phase as proposed by the Owner; and,

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d. The clearances may relate to lands not located within the phase sought for registration

For greater certainty, final approval and registration of all phases of development including all units depicted in the draft plan may be limited at the Town's discretion on the basis of whether adequate water and sanitary capacity is available and allocated to the Owner for those phases of development or those units.

131. THAT prior to final approval, the Town shall be satisfied that an adequate water supply and a sanitary sewage treatment plant and related capacities are available for the proposed development, and all development charges and overcontributions in accordance with the Front-ending Agreement and the Early Payment and Allocation Agreement, dated October 31, 2020, made been made.
132. THAT 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 County. All restoration or maintenance required to surrounding streets as a result of such traffic shall be at the developer's cost.
133. THAT the owner shall dedicate road allowances as public highways without monetary consideration and free of all encumbrances. Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town or the County without monetary consideration and free of all encumbrances.

Upper Grand District School Board

134. THAT prior to final approval of the first phase of the subdivision, the Developer shall enter into an option agreement with the Upper Grand District School Board for the purchase and sale of the public elementary school site shown as Block 908, in Phase 1 of the proposed Draft Plan of Subdivision.
135. THAT the Developer shall agree in the subdivision agreement to install municipal services including, without limitation, storm and sanitary sewers, hydro, water, telephone, natural gas, and cable television; such services are to be of sufficient capacity and suitable to serve a school of the size to be constructed by the Upper Grand District School Board. Such services shall be installed at no cost to Upper Grand District School Board and at the boundary line, between the school site and the abutting public roadway at the most efficient location for the development of the school site.
136. THAT prior to the final approval of the first phase of the subdivision, the Developer shall confirm that the School Block 908 is graded with a maximum cross fall of 2% across 90% of the school site.
137. THAT prior to the final approval of the first phase of the subdivision, the Developer shall provide identification/location of the natural gas pipeline in reference to School Block 908.
138. THAT prior to the final approval of the first phase of the subdivision, the Developer shall provide confirmation of the location of hydro transmission lines in reference to School Block 908.
139. THAT prior to the final approval of the first phase of the subdivision, the Developer shall complete on-site permeameter testing on the proposed school block 908 to confirm the infiltration capacity of the soils and that the proposed infiltration volume of 200mm/year can be achieved based on the results of the permeameter testing.
140. That the Developer shall agree in the subdivision agreement to include wording satisfactory to the Upper Grand District School Board:
- a) To grade the school site, including clearing, grubbing, engineered filing, where required, at the Developer's expense, prior to the completion date of the option agreement, in accordance with grading plans approved by the applicable municipality;
 - b) Not to stockpile soil on the school site and obtain written permission of the Board prior to making any physical changes to the school site, including, without limitation, prior to placing or removal of fill, grading, stripping, storage or access to the school site;

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- c) To install a paved roadway along each of the two sides of the school site that are to be flanked by a roadway, complete with street lighting, curbs, gutters, walkways, sidewalks and all other servicing works required by the Town so as to permit the issuance of a building permit for the construction of a school on the site
- d) To install a 1.8 m galvanized chain link fence along the entire perimeter of the school site.
- e) That any community mailboxes, temporary or permanent, will not be located on any boulevards adjacent to proposed school Block 908.
- f) To provide the foregoing at no cost to the Board.
141. THAT the Developer shall agree in the subdivision agreement to submit to the Upper Grand District School Board, at no cost to the Board, a report from qualified consultants concerning the suitability of Block 908 for school construction purposes, relating to soil bearing capacity and composition, surface drainage, topography and environmental contaminants, including a Phase 1 Environmental Report.
142. THAT Education Development Charges shall be collected with the issuance of a building permit(s).
143. 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.
144. 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.
145. 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 that students may be directed to schools outside the neighbourhood.
146. That the developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
- "Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school."*
147. THAT the Developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:
- "In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."*
148. That prior to final approval of the first phase or stage of the subdivision, the Developer shall have entered into an option agreement (the "School Site Option Agreement") with the Upper Grand District School Board for the purchase and sale of a public elementary school site in the first phase of subdivision development (Phase 1) to ensure we can access the site when it is needed.
149. THAT the Developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:

December 10, 2020

“Block 908 represents a potential school site. The construction of a public school in the community is not guaranteed. Attendance at a school yet to be constructed in the area is also not guaranteed.”

150. THAT consistent with the County's current provisions for processing and approving plans of subdivision the Owner submit a written agreement to the County whereby the Owner shall agree to provide to the County a digital copy of this final plan to be registered in the latest version of Autocad “.dwg” file format being used by the County.
151. THAT the Owner's surveyor provides to the County a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for “Application for Absolute Title the Land Titles Act, R.S.O. 1990, c.L.5”.
152. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be, and have provided that plan to the Director of Planning and Development for the County prior to the lapsing date.
153. THAT prior to Final Approval by the County, the County's Director of Planning and Development be advised in writing by the Town how conditions 1 through 152, as applicable, have been satisfied.
154. THAT the County of Wellington be advised in writing by the Upper Grand District School Board how conditions 134 through 149 has been satisfied.
155. THAT the County of Wellington be advised in writing by the CVC how conditions 6, 9, 15, 16, 18 and 107 through 111 have been satisfied and that the comments of the CVC November 26, 2020 have been addressed to its satisfaction.
156. THAT the County be advised in writing by the Canada Post how Conditions 69 to 75 has been satisfied.
157. THAT the Ministry of Culture shall advise that Conditions 82 to 83 have been satisfied;
158. That the County be advised in writing by Hydro One that Conditions 67 and 68 has been satisfied;
159. THAT the Owner remit to the County the applicable final approval fee when the final plan is being presented to the County for the County's consideration for final plan approval.

NOTE: The County has the responsibility to ensure the implementation of the draft plan conditions, shall have authority to grant extensions of draft plan approval and has authority to grant final approval upon clearance of the conditions.

ATTACHMENT "2"

TOWN OF ERIN

SUBDIVISION AGREEMENT

Dated the 25 day of Jan, 2024

SUBDIVISION AGREEMENT

THE CORPORATION OF THE TOWN OF ERIN

"Town"

- and -

NATIONAL PROPERTIES INC.

"Developer"

Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Tel: 519-855-4407

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SUBDIVISION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF ERIN

("Town")

- and -

NATIONAL PROPERTIES INC.

("Developer")

WHEREAS:

- A. The Developer warrants and represents that it is the owner of the lands legally described in Schedule "A" (hereinafter referred to as the "Lands").
- B. The Developer has applied to the appropriate governmental authorities and agencies for approval of a plan of subdivision with respect to the Lands pursuant to Section 51 of the Planning Act, a copy of the said plan of subdivision being attached hereto as Schedule "B" (hereinafter referred to as the "Plan");
- C. The Developer warrants and represents that there are no encumbrances of the Lands, save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services.
- D. Prior to Final Approval and registration of the Plan, the Town requires that the Developer enter into this Agreement, as a condition to the approval of the Plan, to address certain matters and conditions with respect to the Lands and the development of the Lands.
- E. This Agreement is entered into pursuant to subsection 51(26) of the Planning Act.
- F. This Agreement is intended to be registered against the Lands pursuant to subsection 51(26) of the Planning Act and the Town is entitled to enforce the provisions of this Agreement against the Developer and all subsequent owners of the land.

IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration (receipt whereof is hereby acknowledged) the parties hereto covenant and agree with each other as follows:

PART 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context to the contrary, the following words have the meanings set out below:

- “Aboveground Works”
means all Services except for Underground Works;
- “Additional Works”
means any Works or Special Works not specifically referred to in this Agreement, the schedules hereto or in the Plans and Specifications;
- “Assumption” means assumption by by-law of services by the Town for the purposes of section 44 of the Municipal Act;
- “Builder” includes any Person constructing and/or selling dwelling units on Lots or part Lots within the Plan, including the Developer;
- “Building Code Act”
means the *Building Code Act, 1992*, S.O. 1992, c.23;
- “Certificate of Maintenance and Final Acceptance” shall mean the certificate described in Subsection 12.1.1 hereof;
- “Certificate of Completion and Acceptance of Aboveground Works” shall the certificate described in Subsection 8.32.2 hereof;
- “Certificate of Completion and Acceptance of Underground Works” shall the certificate described in Subsection 8.31.3 hereof;
- “Chief Building Official”
means the Chief Building Official of the Town or his or her designate;
- “construct” means build, erect, install, complete and maintain;
- “constructed” means constructed, installed, completed and maintained;
- “construction” means construction, installation, completion and maintenance;
- “Construction Act”
means the *Construction Act*, R.S.O. 1990, c. C.30;
- “Council” means the council of the Town;
- “County” means The Corporation of the County of Wellington;
- “Developer”
includes the successors, assigns, heirs, executors, administrators, or other legal representative of the Developer of whom the context may apply according to law and includes an individual, an association, a partnership and a corporation;
- “Developer’s Consulting Engineer”
means a competent professional engineer or firm of engineers employed by the Developer and approved by the Town Engineer,

skilled and experienced in municipal work and land development projects and registered with the Association of Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*, R.S.O. 1990, c. P.28;

- “Development Charges Act”
means the *Development Charges Act, 1997*, S.O. 1997, c.27;
- “Development Charges By-law”
means any development charges by-law of any government authority in effect on the date a building permit for an individual Lot or part Lot is issued by the Town’s Building Department;
- “Drainage Act”
means the *Drainage Act*, R.S.O. 1990, c. D.17;
- “Environmental Protection Act”
means the *Environmental Protection Act*, R.S.O. 1990, c. E.19;
- “Fees By-law”
means Town By-law No. 19-60, as may be amended or replaced from time to time;
- “Final Acceptance” shall have the meaning attributed thereto in Subsection 12.1.1 hereof
- “Final Approval”
means final approval of the Plan for registration given by the Town in accordance with the requirements of the *Planning Act*;
- “Fire Prevention Officer”
means the Fire Prevention Officer of the Town or his or her designate;
- “Individual Grade Control Plan”
shall mean a plan as described in Subsection 9.5.1;
- “Individual Occupancy Certificate”
means a certificate which permits occupancy of a dwelling unit, either conditionally or unconditionally, pursuant to Sections 10.1 and 10.3 of this Agreement, which certificate is required before any dwelling unit may be occupied for human habitation, and this certificate is in addition to any occupancy permit issued or required pursuant to the *Building Code Act*;
- “install”
includes the reinstallation, provision, construction, or reconstruction of any matter or thing;
- “Lands”
shall have the meaning attributed thereto in the first recital of this Agreement;
- “Land Titles Act”
means the *Land Titles Act*, R.S.O. 1990, c. L.5;
- “Laws”
means any federal, provincial or municipal statute, regulation, by-law, order, ordinance, rule, policy or resolution;

- “Letter of Credit”
means a letter of credit in the format required pursuant to the Town’s Letters of Credit Policy, as may be amended from time to time;
- “Lot” means any lot or block within the Plan;
- “Lot Grading”
includes sodding, driveway paving to the garage and installation of retaining walls, where applicable;
- “Lot Grading Certificate”
shall have the meaning attributed thereto in Subsection 9.5.5;
- “Maintenance Period”
means the period for which the Developer is responsible for repair and maintenance of all the Services pursuant to Section 11.1 of this Agreement;
- “MECP” means the Ministry of the Environment, Conservation and Parks;
- “MNRF” means the Ministry of Northern Development, Mines, Natural Resources and Forestry;
- “Municipal Act”
means the *Municipal Act, 2001*, S.O. 2001, c.25;
- “Occupational Health and Safety Act”
means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1;
- “Ontario Water Resources Act”
means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40;
- “Overall Occupancy Certificate”
means a certificate which permits issuance of the first Individual Occupancy Certificate, either conditionally or unconditionally, pursuant to Sections 10.1 and 10.2 of this Agreement, and this certificate is in addition to any occupancy permit issued or required pursuant to the Building Code Act;
- “Parkland” means land which is to be conveyed to the Town for park or other public recreational purposes, pursuant to Schedule “H” and “K” of this Agreement;
- “Person” includes a corporation and the successors, assigns, heirs, executors, administrators, or other legal representatives of a person to whom the context may apply according to law;
- “Plan” shall have the meaning attributed thereto in the second recital of this Agreement;
- “Planning Act”
means the *Planning Act*, R.S.O. 1990, c. P.13;

- “Plans and Specifications”**
means all plans and specifications referred to in Schedule “D” and any other plans and specifications which may be required pursuant to Subsection 8.11.3 of this Agreement;
- “Qualified Person”**
means a person who is defined as a “qualified person” pursuant to Part II of O. Reg. 153/04;
- “Resident Supervision”**
means a degree of service much greater than is normally provided under contract administration, and shall require the placement of competent personnel, including supervisory, inspection and layout staff, on the project in order to provide continuous service during all phases of construction of the Services;
- “Schedule of Works”**
shall have the meaning attributed thereto in Subsection 8.6.1;
- “Security or “Securities”**
includes Letters of Credit, cash and certified cheques;
- “Services”**
means all works, facilities and services which may be required to fully service the Lands and any lands adjacent thereto in conjunction with the Lands, whether municipal services or services of a nature or kind that are not deemed to be municipal services, and without limiting the generality of the foregoing, shall include roads, curbs, gutters, sidewalks, storm sewers, sanitary sewers, private sewage disposal systems, water systems, drainage works, sump pumps, swales, grading, landscaping, sodding, seeding, erosion control works, street lighting, fencing, signage, and all services, works, facilities and matters incidental thereto or in connection therewith, or necessary to complete any and all of the foregoing and shall be deemed to include Works, Special Works and Additional Works;
- “Sign By-law”**
means Town By-law No. 03-58, as amended by 04-47 and may be amended or replaced from time to time;
- “Special Works”**
means Services on lands other than the Lands;
- “Structure”**
means a building or structure of any kind whatsoever, including any dwelling or building governed by the Building Code Act;
- “Tile Drainage Act”**
means the *Tile Drainage Act*, R.S.O. 1990, c. T.8;
- “Town”**
means The Corporation of the Town of Erin;
- “Town Consulting Engineer”**
means the engineer retained by the Town to assist in the administration and engineering review including site inspection for carrying out the terms of this Agreement;

- “Town Engineer”
means the Director of Infrastructure Services and Engineer, or his or her designate;
- “Town Solicitor”
means a person or firm designated by the Town to be Town Solicitor;
- “Town Staff” includes the Director of Planning and Development or his/her designate, and other staff employed by the Town;
- “Town Standards”
means the Town Engineering Standards, as amended or replaced from time to time;
- “Underground Works”
means the Services described in Subsection 8.31.2; and
- “Works” means Services within the Lands and includes items described on Schedule “D”.

1.2 Headings

The headings inserted in this Agreement are inserted for convenience only and not as a means of interpreting this Agreement

1.3 Terminology

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa and shall refer solely to the parties signatory thereto except where otherwise specifically provided. All references herein to articles, sections, paragraphs or subdivisions thereof, shall refer to the corresponding article, section, paragraph or subdivision thereof, unless specified reference is made to such articles, sections or subdivisions of another document or instrument.

1.4 Lists

Whenever a statement or provision in this Agreement is followed by words denoting inclusion or examples and then lists or references specific items such list or reference should not be read as to limit the generality of that statement or provision even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.

1.5 Reference to Statutes and Regulations

References herein to any statute or regulation or any provision thereof includes such statute or regulation, or provision thereof, as amended, revised, re-enacted and/or consolidated from time to time and any successor statute or regulation thereto.

1.6 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way is deemed to include the words “at the expense of the Developer” and “to the Town's satisfaction”, unless specifically stated otherwise.

1.7 Parties to Act Reasonably

Notwithstanding anything else in this Agreement, wherever in this Agreement any decision, action or fee is to be made, taken or charged by or on behalf of any party hereto, this Agreement requires that the parties and their respective agents, servants, consultants or contractors shall act reasonably, expeditiously and in good faith in respect thereof.

1.8 Attached Schedules

All the Schedules attached hereto form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement.

PART 2 - ADMINISTRATION

2.1 Designated Authority

- 2.1.1 The authority for administering this Agreement on behalf of the Town is delegated to the Town Engineer.
- 2.1.2 Where the consent of the Town is required under this Agreement, such consent may be exercised by the Town Engineer except for an assumption by-law which must be passed by Council.

2.2 Applicable Laws

- 2.2.1 In constructing, installing or providing the Services, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer shall comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and regulations as applicable, and any obligation to obtain any approval or permit required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies or guidelines thereto. The Developer further shall handle and dispose of all materials in accordance with the foregoing legislation.
- 2.2.2 The Developer shall do, cause to be done, or refrain from doing, any act or thing, as directed by the Town, if at any time the Town considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable law. If the Developer fails to comply with such direction, the Town may take action to remedy the situation and if action is taken the Town is entitled to draw upon any Securities filed by the Developer under this Agreement.

2.3 Town as Agent of Developer

Any work completed by the Town, for or on behalf of the Developer, or by reason of the Developer not having completed the work in the first instance, will be deemed to be completed as agent for the Developer and will not, for any purpose whatsoever, be deemed as Final Acceptance or Assumption of any Services by the Town.

2.4 Town Consulting Engineer

The Town may retain a Town Consulting Engineer to assist in the administration and technical review including site inspection during the course of the development. The Town Consulting Engineer acts as an agent for the Town. In the event that a Town Consulting Engineer is retained by the Town, any reference to "Town Engineer" in this Agreement shall be deemed to include "Town Consulting Engineer" such that the Town Consulting Engineer may exercise any of the powers granted to and assume any of the responsibilities otherwise assigned to the Town Engineer. The Developer shall reimburse the Town for the costs incurred by the Town for the services of the Town Consulting Engineer.

2.5 Developer's Consulting Engineer

2.5.1 The Developer's Consulting Engineer acts as the Developer's representative in all matters pertaining to the Plan. The Developer's Consulting Engineer shall be employed by the Developer to:

- (a) design all Services;
- (b) prepare and furnish all drawings, plans, specifications, reports and certificates as required by the Town Engineer, or pursuant to this Agreement, at any time and from time to time;
- (c) obtain all approvals required from all other governmental authorities or agencies;
- (d) provide the field by contractor layout, the contract administration and Resident Supervision and inspection of the construction of all Services;
- (e) maintain all records of construction and upon completion, advise the Town Engineer of all construction changes and final measurements;
- (f) provide the Town with "as constructed" drawings from time to time upon completion of the construction of the Services;
- (g) act as the Developer's representative in all matters pertaining to the construction of the Services;
- (h) carry out contract administration whenever a contractor is undertaking work on the Services; and
- (i) perform such additional functions and services as may be required pursuant to this Agreement.

2.5.2 In the event of any negligence by the Developer's Consulting Engineer, including any negligence in estimating the cost of the Services to be constructed under this Agreement for the purposes of providing Securities therefore, the Developer shall assign any rights it may have to claim against the Developer's Consulting Engineer for such negligence, at the request of the Town.

2.5.3 The Developer shall provide the Town Engineer with a copy of the contract between the Developer's Consulting Engineer (and all other subcontractors) and the Developer, provided that fee quotes and arrangements may be redacted therefrom.

2.5.4 The Developer shall provide a copy of this Section and the Agreement in its entirety to the Developer's Consulting Engineer prior to the Developer's Consulting Engineer commencing any of the Services and shall obtain a written

acknowledgement in the format attached as Schedule "L", from the Developer's Consulting Engineer. The Developer shall ensure that a copy of this executed acknowledgement is provided to the Town prior to the commencement of any of the Services.

- 2.5.5 The Developer shall not replace the Developer's Consulting Engineer except with another engineering firm approved by the Town which approval shall not be arbitrarily or unreasonably withheld. In the event the Developer's Consulting Engineer fails to provide services in accordance with the contract with the Developer as herein provided, or in accordance with the terms of this Agreement, or should the Developer's Consulting Engineer withdraw his services for the Developer and a replacement acceptable to the Town is not engaged in accordance with the terms of this Agreement within an appropriate amount of time as determined by the Town, acting reasonably, such failure or withdrawal shall be deemed to be a default pursuant to this Agreement.

2.6 Other Consultants

- 2.6.1 The Town may, at its option, require other consultants to assist the Town Engineer, or otherwise supervise, inspect, or submit reports to the Town, and the Developer shall pay for the reasonable cost of such additional consultants. If during the construction of Services, the Town Engineer or the Town deems it necessary to revise or alter the Plans and Specifications, the Developer shall cause its Developer's Consulting Engineer to revise the same and submit such revisions to the Town Engineer for approval. In such event, all Services shall be constructed in accordance with such approved revised Plans and Specifications.
- 2.6.2 The Developer shall, at all times and from time to time, at the Developer's expense, furnish all reasonable aid and assistance to the Developer's Consulting Engineer, the Town Engineer and any other consultant, inspector or inspection firm in connection with this Agreement, the Services, the Plan or the Lands, including all necessary testing and inspection of material and methods as may be required by the Developer's Consulting Engineer, the Town Engineer, inspector or inspection firm, including the provision of facilities under Section 8.26.3 for the inspection of any materials and workmanship, and when required, the provision of samples for testing. All tests required as aforesaid, shall be carried out in accordance with the specifications of the Person requesting such test, and shall be performed at the cost of the Developer. Notwithstanding any inspection that may be carried out by the Town Engineer, or any inspector or inspection firm on behalf of the Town, the failure of the Town Engineer or the said inspector or inspection firm to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of any defective work or material, and the Developer shall remain responsible for all and any work done or required to be done in accordance with the terms of this Agreement, including the repair or replacement of any defective work or material, at the Developer's sole cost and expense. In the event the Town Engineer has required any quantitative or qualitative test for any purpose whatsoever as a precondition of any further construction, the Developer shall not construct such Services for which the test is required until such test has been received, reviewed and approved by the Town Engineer and has issued an order in connection therewith. Such order may specify such work and in what manner it should be done, and may be subject to conditions and may specify that such work is to be completed within a specified time period, and the Developer shall comply with all terms of such order.

2.7 Requirement of Town re: Servicing Capacity

The Town acknowledges that the Developer has servicing capacity allocated to it for the sanitary sewage collection and treatment system and the water supply and distribution system for the development proposed in this Agreement.

2.8 Registration of Agreement

- 2.8.1 The Developer hereby consents to the registration of this Agreement upon the Lands and hereby acknowledges that the same constitutes a first lien upon the Lands (not subject to any other liens or encumbrances) save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent lands, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services, as security for any financial obligation of the Developer pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any court and all or any part of the Lands may be realized as Security for such lien in the same manner as if the Town was enforcing its financial rights as a mortgagee under a mortgage.
- 2.8.2 The Developer shall obtain from each mortgagee having a registered charge on title to the Lands and register on those titles, a postponement of each such charge in favour of this Agreement so that this Agreement has the priority described in Subsection 2.8.1.
- 2.8.3 In the event of a mortgagee obtaining or transferring the equity of redemption in the Lands under its mortgage, the title thereto shall be subject to the terms hereof in the same manner as if the mortgagee had executed this Agreement as Developer.

2.9 Digital Plan of Subdivision

Immediately following registration of the Plan, the Developer shall provide the Town with two copies of the final Plan and the Plans and Specifications in a format accepted by the Town (AutoCAD and Adobe .pdf). Each copy must be labeled identifying the legal property description, Developer's name, file name and date delivered. The Developer shall ensure that all drawing changes occurring throughout the approvals process are incorporated into the digital submission using the Town's accepted format and the line accuracy and layer standards required by the Town.

2.10 Developer's Undertaking

Without the prior written consent of the Town, the Developer will not register directly or authorize the registration of any documents on title after the execution of this Agreement until such time as the Plan, this Agreement, Inhibiting Order and Restriction, where applicable, have been registered on title to the Lands. The Developer shall notify the Town or the Town Solicitor when the Plan is ready for registration.

2.11 Application for Inhibiting Order

The Land Registrar for the Land Titles Division of Wellington (No. 66) is authorized to issue and enter on the parcel register of all the Lands in the Plan an Order pursuant to section 23 of the Land Titles Act, requesting the Registrar to inhibit any dealings with the Lands set out in the Inhibiting Order until all transfers of land, easements and discharges as set out in the Inhibiting Order have been complied with. The Developer will not register any document after registration of the Plan and Agreement until the Inhibiting Order is registered, where applicable.

2.12 Legal Notice to Parties

Where this Agreement requires notice to be delivered by one party to the other, such notice must be in writing and delivered either personally, by prepaid registered mail, or by e-mail sent to all listed e-mail addresses, by one party to the other party at the addresses noted below. Such notice is deemed to have been given, if by personal delivery on the date of delivery, if by prepaid registered mail on the fourth business day following the posting thereof, and if by e-mail on the date of delivery to all listed e-mail addresses. If notice is given by mail, the same shall be effective five (5) business days upon being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of an interruption of postal services, the notice shall not be deemed to have been given by prepaid registered mail during such period of interruption, unless the notice has been actually received.

Town:

The Corporation of the Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Attention:
Email:

Developer:

National Properties Inc.

Attention: Giuseppe Paolicelli
Email: giuseppe@solmar.ca

The addresses may be changed by written notice to the parties. Any notice delivered will be deemed good and sufficient notice under the terms of the Agreement.

2.13 Mortgages

- 2.13.1 All mortgagees shall be bound by the terms of this Agreement and postpone their interest in the Lands as if this Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all mortgagees shall execute a postponement of their mortgage to this Agreement including any amendments to this Agreement which may be registered on title to the Lands.
- 2.13.2 Any amounts which the Town is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Town to rectify any breaches of this Agreement by any of the parties will constitute a first charge against the Lands and any mortgagees are required to execute postponements of their charges to any outstanding amounts pursuant to this Agreement at the Town's request.
- 2.13.3 The Town is entitled to recover any amounts owed to it pursuant to this Agreement upon the sale or distribution of the Lands in priority to the interest of any party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands.
- 2.13.4 In the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in

combination with another party, any mortgagee will be subject to this Agreement in the same manner as if the mortgagee had executed this Agreement in the capacity of the Developer.

2.13.5 In the circumstances described in 2.13.4 and in the event of a sale or conveyance of all or part of a mortgagee's interest in the Lands, such mortgagees must require, as a condition precedent to the closing of any such sale or conveyance, that the new owner will have covenanted with the Town, in writing, to perform and undertake all of the terms of this Agreement in the same manner as if the new owner had executed this Agreement in the capacity of the Developer.

2.14 Consent to Assign

2.14.1 The Developer cannot assign this Agreement without the prior written consent of the Town. The Town will not unreasonably withhold its consent to any assignment provided:

- (a) the Developer is at the time in good standing under this Agreement, and is not in default under any of the terms of this Agreement;
- (b) the Person this Agreement is proposed to be assigned to ("Assignee") agrees in writing, in a form acceptable to the Town Solicitor, to assume all of the outstanding obligations of the Developer under this Agreement including, but not limited to, the Developer's obligation to provide and maintain Securities to assure the due carrying out of this Agreement;
- (c) the Developer's Consulting Engineer has agreed to be employed by the Assignee and continue to act as Developer's Consulting Engineer as required by this Agreement, or alternatively, the Assignee has retained an alternative Developer's Consulting Engineer acceptable to the Town in accordance with the requirements of this Agreement;
- (d) the encumbrancers have consented to the assignment; and
- (e) the Assignee must be shown as the registered owner of the Lands.

2.14.2 In the event of the sale of the entire Lands, the Developer shall obtain the purchaser's covenant in writing to assume full and complete responsibility for the performance of the Developer's continuing obligations under this Agreement. Upon any such assignment being completed, the Developer and the Town will have no further obligations to one another under this Agreement. All obligations will be between the Town and the Assignee. However the Town will not return to the Developer any Securities deposited until Securities in a like amount and in a form satisfactory to the Town's Treasurer are deposited with the Town by the Assignee.

2.15 Status Reports

Recognizing that each party hereto may find it necessary from time to time to establish to third parties the then current status of performance hereunder, each party agrees upon the written request of any other party, to furnish promptly a written statement on the state of any matter pertaining to this Agreement to the best of the knowledge and belief of the party making such statement.

PART 3 – FINANCE

3.1 Security

- 3.1.1 Prior to the commencement of construction of any of the Services (including any grading, but not including works already secured and constructed as part of a pre-servicing agreement), the Developer shall provide the Town with an amount as set out in Schedule "E" attached hereto, payable in (at the option of the Developer) cash, certified cheques, or an irrevocable Letter of Credit drawn on a chartered bank of Canada that is acceptable to the Town, which shall be held by the Town as Security for the obligations of the Developer pursuant to any of the provisions of this Agreement. If in the opinion of the Town at any time and from time to time, such amounts are insufficient, such amounts may be increased, and the Developer shall pay such additional sum or increase the Letter of Credit as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be placed solely to the particulars outlined in Schedule "E" attached hereto, but the total cost of satisfying all of the obligations of the Developer pursuant to any of the provisions of this Agreement.

Construction Security

- 3.1.2 The Developer shall post with the Town Construction Security in the amount set out in Schedule "E".

Maintenance Security

- 3.1.3 The Developer shall maintain a Maintenance Security in the amount of 15% of the Construction Security as set out in Schedule "E". Upon the issuance of the Certificate of Completion and Acceptance for Aboveground Work or the Certificate of Completion and Acceptance for Underground Work, the Construction Security can reduced to 15% for the Maintenance Security for each as they are issued.

Firebreak Lot Security

- 3.1.4 The Developer shall post Firebreak Lot Security in the amount of \$1,000.00 per Firebreak Lot, as set out in Schedule "I".
- 3.1.5 Prior to the registration of the Plan (or at any time set out in Schedule "G", whichever is later), the Developer shall pay to the Town in cash or by certified cheque the total amount of such levies, fees, deposits, assessments, and charges more particularly set out in Schedule "G" attached hereto. In the event any of the fees and charges are estimated, the Town shall account to the Developer for such fees and charges when they are actually incurred, and if additional monies are required with respect to such fees and charges the Developer shall pay such fees and charges forthwith to the Town.

3.2 Discharging Securities

Construction Security

- 3.2.1 The Developer may request release/reduction of Securities at the following points of the development:
- (a) if the Developer has pre-serviced the Lands and the works under the pre-servicing agreement have been completed so as to satisfy the requirements for a Certificate of Completion and Acceptance of Underground Works under

this Agreement, the Town may reduce the Construction Security to the value of the uncompleted Services;

- (b) upon issuance of the Certificate of Completion and Acceptance of Underground Works;
- (c) annually, following issuance of the Certificate of Completion and Acceptance of Underground Works
- (d) six (6) months following the issuance of the Certificate of Maintenance and Final Acceptance, provided all accounts have been paid in full.

3.2.2 The Town shall only release Security pursuant to Subsection 3.2.1 for Services that have been certified by the Town Engineer as complete and acceptable.

3.2.3 With each request for a reduction, the Developer's Consulting Engineer shall provide an estimate of the cost to complete the Services. This estimate will be reviewed by the Town, and provided the Developer is not in default of any of the requirements of this Agreement, the Town may proceed to reduce the Securities to the greater of \$100,000.00 or to an amount being the cost of the Services that have not been constructed.

3.2.4 For the purposes of discharging of Securities, the total estimated cost of the Services means the total estimated cost of the Services set out in Schedule "E".

3.2.5 Prior to any reduction in Security being processed:

- (a) the Developer shall provide the Town with a copy of the publication of a certificate in a construction trade newspaper pursuant to section 32 of the Construction Act;
- (b) sixty (60) days shall have expired following such publication;
- (c) the Developer shall provide the Town with a record of paid accounts;
- (d) the Developer shall provide the Town with a Statutory Declaration that all accounts for Services and materials have been paid except for normal holdbacks; and
- (e) there must be no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer in connection with the Plan or this Agreement.

Maintenance Security

3.2.6 The Maintenance Security will be released forthwith following the date of issuance of the Certificate of Maintenance and Final Acceptance.

Firebreak Lot Security

3.2.7 The Firebreak Lot Security may be released for each Firebreak Lot upon issuance by the Town of a Firebreak Lot Certificate as referenced in Subsection 9.4.3.

3.3 Development Charges

3.3.1 The Developer has reviewed the Development Charges By-law and understands that before the issuance of a building permit, a development charge must be paid,

as applicable, in accordance with the provisions of the Development Charges By-law.

- 3.3.2 The development charges for each Lot or part Lot are payable at the time of building permit issuance or such other time as set out in Development Charges By-law.
- 3.3.3 The Developer hereby releases and forever discharges the authority having jurisdiction over the Development Charges By-law from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Lands, except as may be expressly provided for in this Agreement. Furthermore, the Developer hereby waives all such claims for credits except for the credits that may be specified by any schedule forming part of this Agreement. Any such credits and the calculation thereof will be deemed to be conclusive and binding on the Developer.

3.4 Taxes, Drainage, Local Improvement Charges and Other Charges

The Developer hereby agrees:

- (a) to pay all current taxes and arrears of taxes assessed or charged against the Lands, prior to registration of the Plan;
- (b) to pay all taxes as aforesaid as and when the same become due and payable;
- (c) to commute and pay all charges, including the Town's share, with respect to existing local improvements, assessed against the Developer or the Lands or any adjacent lands, if in the opinion of the Town such charges for local improvements should be commuted and paid; and
- (d) to pay all of the Developer's obligations or any of the Town's share of any obligations or charges levied against the Developer or the Lands under the Tile Drainage Act, the Drainage Act, Ontario Regulation 586/06 under the Municipal Act, and any sewer frontage capital charges, water frontage capital charges, weed cutting charges, burning charges, hydro arrears, water user fees, sewer user fees or business licensing fees, and any other fee assessed against the Lands.

3.5 Approval Fees

The Developer shall deal directly with all applicable utilities, authorities and/or agencies to obtain all necessary permits and approvals. The Developer shall be responsible for paying all fees and charges directly to the appropriate entity until a Certificate of Maintenance and Final Acceptance is issued for all Services.

3.6 Horizontal/Vertical Control Monuments

Prior to Final Acceptance the Developer shall install two horizontal/vertical control monuments established in conformity with the Universal Transverse Mercator Coordinate (UTM) System. Such monuments shall be preserved and maintained by the Developer, and if necessary, the Developer shall, at the request of the Town Engineer, establish such additional monuments as the Town Engineer may require.

3.7 Insurance

- 3.7.1 Prior to the registration of the Plan, the Developer shall obtain and maintain commercial general liability insurance, and continue to maintain such insurance

until Final Acceptance, against all damages or claims for damage with an insurance company satisfactory to the Town. Such policy or policies shall include the Town as an additional insured and a certified copy of such insurance shall be delivered to the Town and be in full force and effect until a Certificate of Completion and Acceptance of Aboveground Works or a Certificate of Completion and Acceptance of Underground Works has been issued by the Town Engineer for all Services required pursuant to this Agreement and a Certificate of Maintenance and Final Acceptance has been issued by the Town in respect of such Services. Such policy of insurance shall be in the form provided by the Town and without limiting the generality of the foregoing, shall provide:

- (a) that the minimum limits shall be not less than \$5,000,000.00 for any single occurrence;
- (b) that it includes a cross-liability and completed operations coverage;
- (c) that it shall not contain an exclusion for blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
- (d) that the insurance premium has been prepaid for a period of not less than one year;
- (e) that the policy will provide that it is not cancellable unless prior notice by registered mails has been received by the Town from the insurer not less than thirty (30) days prior to the cancellation date;
- (f) if the policy contains a deductible clause, the same shall be approved by the Town, and the Developer shall provide an additional cash deposit payable to the Town in an amount to be determined by the Town. In the event of claims made against the Town to which the deductible applies, the Town shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Town to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Town. In the event such additional cash deposits are deemed to be insufficient by the Town at any time and from time to time, the Developer hereby agrees to pay such additional cash deposits forthwith to the Town. All costs of the adjuster shall be borne by the Developer.

- 3.7.2 Where a subcontractor is retained for work where Professional Liability coverage is a contract requirement, the Developer must ensure that the Professional Liability insurance is in an amount not less than \$2,000,000.00 per claim.
- 3.7.3 If the Town upgrades or amends any of its insurance requirements the Town may request that the Developer provide an updated amended insurance policy. If the Town does so the Developer shall provide a certificate of insurance within ten (10) days of a written request by the Town followed by a copy of the full insurance policy within three (3) months.
- 3.7.4 If there are multiple named Developers in this Agreement, the Town requires one (1) insurance policy covering the entire development including all of the Developers within the one insurance policy.
- 3.7.5 Neither the issuance of the policy of insurance, nor the acceptance of the policy of insurance by the Town, will be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

- 3.7.6 If the insurance policy is inadequate to cover a claim for which the Developer might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Developer might otherwise be responsible, the Town may utilize any Securities provided by the Developer, or other remedies provided for in this Agreement, to satisfy the claims.
- 3.7.7 If the Developer fails to comply with any of the obligations set out in this Section, upon 48 hours written notice of the failure to comply the Town may issue a stop work order. Upon receipt of a stop work order the Developer must ensure that all work ceases until the obligations under this Section have been fully satisfied and the Town has provided written authorization to the Developer to proceed.
- 3.7.8 In addition, to the rights set out above if the Town receives notice from the insurer that it has cancelled, or refused to renew, the insurance coverage, or that it intends to do so, or if the Town otherwise determines that the insurance coverage has lapsed, or is about to lapse without renewal, or replacement, the Town, on written notice to the Developer, will be automatically entitled to obtain a new insurance policy or add the necessary insurance coverage to the Town's insurance coverage. The Developer shall pay all costs associated with this process even if the Developer obtains a renewal policy prior to the policy expiration date but not within the thirty (30) day period set out herein. The Developer shall forthwith, upon receipt of written notice from the Town, reimburse the Town for the cost of such insurance payable as noted above. In addition, the Town may draw upon the Security posted under this Agreement, or utilize any other remedy provided for in this Agreement, to cover the costs of this insurance.

PART 4 – REMEDIES

4.1 Default

- 4.1.1 Any default by the Developer, or by its agents, servants, heirs, executors, administrators, successors or assigns of any provision of this Agreement shall permit the Town to enforce its rights pursuant to this Agreement by taking any of the following actions, or any combinations thereof:
- (a) issue a stop work order, whereupon the Developer shall cease and desist from any and all work upon the Lands or any part thereof, notwithstanding the conveyance of all or part of the Lands to a successor in title, or from any and all work with respect to Special Works;
 - (b) draw on any Letter of Credit held as Security by the Town pursuant to this Agreement, whether for payment in full or in part;
 - (c) any cash or deposits held by the Town pursuant to this Agreement or any proceeds obtained from the presentation of any Letter of Credit, whether received from the Developer, the Builder, or any other person, firm or corporation, may be applied on account of any expenses incurred, whether directly or indirectly, or damages suffered by the Town, as a result of any default as aforesaid or apply the same towards the cost of completing or performing any of the obligations of the Developer pursuant to this Agreement. For the purposes of this paragraph, "cost of completing or performing any of the obligations of the Developer pursuant to this Agreement" includes all costs and expenses deemed necessary or appropriate by the Town and without limiting the generality of the foregoing may include:
 - (i) the appointment and employment of a manager;

- (ii) the appointment and employment of a replacement for the Developer's Consulting Engineer;
 - (iii) other consultants;
 - (iv) administrative costs;
 - (v) interest;
 - (vi) legal expenses;
 - (vii) the reimbursement of third parties who have incurred a loss or have suffered damages as a result of the default of the Developer pursuant to the terms of this Agreement; and
 - (viii) the payment of any and all costs or expenses incurred, whether directly or indirectly in connection with any of the provisions of Section 4.1 hereof;
- (d) perform or cause to be performed, at the Developer's expense, any and all of the obligations of the Developer pursuant to this Agreement and for this purpose enter upon the Lands and do all work upon the Lands or upon any lands affected by the conveyances or easements, or other lands as the Town may decide;
 - (e) bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by the Developer that damages at law may be an inadequate remedy for a default or threatened default or breach of this Agreement;
 - (f) bring any action at law by or on behalf of the Town or any other party as a result of any default under this Agreement in order to recover damages;
 - (g) institute any other legal proceedings to enforce any of the provisions of this Agreement or compliance with any Laws or to take any other action deemed appropriate in the sole opinion of the Town.

4.1.2 Any action taken or remedy elected by the Town shall not be, or construed to be, mutually exclusive of any other action not taken or remedy not elected by the Town, nor shall the Town be required to take any action or elect any remedy, other than such action or remedy which the Town in its sole discretion determines advisable, and the Town shall not be liable to any party to this Agreement or otherwise for failure to take any action or elect any remedy. No consent or waiver, express or implied, by the Town to or of any breach or default hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default, and the Town hereby expressly reserves its rights to rescind or repeal any implied waiver with respect to any breach or default, whereupon the Town shall have all of its rights and remedies pursuant to this Agreement, notwithstanding its previous consent or waiver. Failure on the part of the Town to complain of any act or failure to act or to declare or notify the Developer of any breach or default, irrespective of how long such failure continues, shall not constitute a consent or waiver of the Town of its rights hereunder.

4.1.3 Nothing herein shall give any third party the right to compel the Town to enforce any of its remedies pursuant to this Agreement or to hold the Town or its agents accountable or liable for any acts or omissions with respect to this Agreement.

- 4.1.4 Any action taken by the Town, or on its behalf, pursuant to this Agreement is in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein and upon default of the part of the Developer hereunder the Town shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of sections 349(1)-(3), 442, and 446 of the Municipal Act.
- 4.1.5 In the event the Developer fails to provide sufficient cash or a Letter of Credit as required pursuant to the provisions of this Agreement, such failure shall be deemed to be a substantial default pursuant to the provisions of this Agreement and such default shall enable the Town to realize on all or a part of the Lands secured by this Agreement in the same manner as if the Town was enforcing its rights as a mortgagee against such lands.

4.2 Refusal of Final Plan Approval

- 4.2.1 Should the Plan for any reason be refused Final Approval, servicing must cease and the Developer is fully responsible financially and otherwise, for all servicing installed.
- 4.2.2 Should the Plan be refused Final Approval, the Developer shall remove servicing, or rectify any situation, including, but not limited to, restoration as a result of construction to the satisfaction of the Town, if requested by the Town to do so. The Town may require the Developer to bring the Lands to a condition which is acceptable from a perspective of public safety and restoration of the Lands to a reasonable level, including reforestation with naturalization trees and grading to the satisfaction of the Town, and if the Developer neglects or refuses to do so, the Town may do so itself using Securities posted pursuant to this Agreement, and any other remedy provided for in this Agreement.

4.3 Further Agreements

Should the Developer be deemed to be in default of the Schedule of Works or in any other way in substantial default under this Agreement, in addition to the remedies set out above, the Town may refuse to approve any further agreements for these Lands until all requirements of this Agreement have been either satisfied or brought current.

4.4 Failure to Maintain

- 4.4.1 If, during the Maintenance Period the Developer fails to carry out maintenance work within twenty-four (24) hours after receipt of a request from the Town, then the Town may, without further notice, undertake the maintenance work and the total cost of the work including engineering fees, will be borne by the Developer.
- 4.4.2 The Town has the option of deducting the total amount of the cost of the work from the Securities or billing the Developer.
- 4.4.3 If the Town elects to bill the Developer and the Developer fails to pay the Town within thirty (30) days of a written invoice from the Town, then the money owing may be deducted from the Securities.

4.5 Administrative Fee

Where any obligations of the Developer pursuant to this Agreement are undertaken by or on behalf of the Town, pursuant to Part 4 of this Agreement or otherwise, the

Developer shall pay to the Town an Administrative Fee equal to ten percent (10%) of the cost of performing such work.

4.6 Filing of Liens

- 4.6.1 The service of any written notice of lien on the Town, or registration of any claim for lien or certificate of action arising pursuant to the Construction Act, or the commencement of any action against the Developer or the Town by any Person purporting to be a subcontractor or material or equipment supplier will, at the Town's option, constitute a default under the terms of this Agreement.
- 4.6.2 The Developer must vacate any claims for lien or certificates of action arising from the development in respect of improvements made to land owned by the Developer or Town, at its own expense, forthwith upon being advised in writing of the existence of such by the Town. The Developer shall defend any proceedings arising therefrom against the Town. The Developer will be deemed in default of this Agreement if it fails to do so.
- 4.6.3 In the event of default, the Town may draw upon any Securities posted, for such purposes as may be determined by the Town that may be necessary to protect the Town's interests. The Town will have no obligation to hold back or pay into court any sum of money in regard to dealings with land not owned by the Town.
- 4.6.4 Without limiting the generality of the foregoing, the purposes referred to in this Section may include, but are not limited to, taking legal advice and defending any proceedings arising from the service of any written notices of lien or the registration of any claims for lien or certificates of action, vacating the registration of any claims for lien or certificates of action filed in respect of the lien of any Person, making payment into court of Security pursuant to any orders vacating the registration of liens or obtaining orders dismissing lien actions against the Town after a lien is vacated from lands owned by the Town.

4.7 Waiver of Provisions or Breach

- 4.7.1 The Town is at liberty to waive any or all of the provisions of this Agreement whether or not the Developer is in breach of the provision and such waiver shall not affect in any way the enforceability of this Agreement. In particular, without limiting the generality of the foregoing, it is agreed that the Town may, at any time:
- (a) release or modify Securities which it holds;
 - (b) provide comfort letters to prospective purchasers of some or all of the Lands; and
 - (c) issue building permits.
- 4.7.2 The above-noted actions will not affect the obligations of the parties to this Agreement or in any way prejudice the ability of the Town to enforce the terms of this Agreement.

4.8 Municipal Act

In addition to all other remedies set out under this Section, sections 349(1)-(3), 442 and 446 of the Municipal Act, and any Town by-law passed pursuant to the Municipal Act, or the Planning Act, will apply should the Developer fail to provide and/or properly maintain, to the satisfaction of the Town, the Services and other matters referred to in this Agreement.

4.9 General Indemnification

4.9.1 The Developer hereby agrees to indemnify and save completely harmless the Town, its agents, employees or servants, from and against all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Town whether directly or indirectly, as a result of this Agreement, the Lands, the Plan, or as a result of any other matter or thing in connection therewith or pertaining thereto, including inspection of the Services or any aspect of construction review by the Town or its agents, or the carrying out of the Developer's obligations in this Agreement, or from the Developer having entered into this Agreement, or which may arise either directly, or indirectly, by reason of the Developer undertaking construction of the Services pursuant to this Agreement provided, however, that such indemnification shall not apply to any losses, damages, debts, actions, causes of action, suits, proceedings or costs arising from the gross negligence and/or wilful misconduct of the Town, its agents, employees or servants. This includes claims pursuant to the Construction Act, in tort, contract or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Town, its agents or servants acting as agents of the Developer. Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all engineering fees, consulting fees, disbursements and related expenses of the Town Engineer as a result of his services and any consultants required to be retained by the Town Engineer required to be performed for the Town in connection with this Agreement, the Lands or the Plan or any other matter or thing in connection herewith or pertaining thereto;
- (b) all legal fees and disbursements as a result of legal services rendered to the Town in connection with this Agreement, the Lands, the Plan or any other matter or thing in connection herewith or pertaining thereto;
- (c) all administrative costs incurred by the Town associated with the negotiation, drafting and administrative fees associated with this Agreement and undertaking of the Services and enforcement of this Agreement;
- (d) any costs and damages suffered by third parties as a result of the negligence of the Developer or the default of the Developer pursuant to the terms of this Agreement or the contravention of any Laws; and
- (e) the cost of all Services and the employment of all Persons and firms in connection with this Agreement or referred to herein.

PART 5 - SALE OF LAND

5.1 Notice of Agreement

This Agreement will be registered against the Lands pursuant to subsection 51(26) of the Planning Act. The Town is entitled to enforce the provisions of this Agreement against the Developer and any and all subsequent owners of the Lands. The Developer shall attach Schedule "M" to all agreements of purchase and sale used for the sale of the Lots or part Lots in this Plan to ensure that the obligations and warnings in said Schedule are conveyed to subsequent owners.

5.2 Notice by Subsequent Owners

Subsequent owners of any Lots or part Lots must also attach Schedule "M" to any agreement of purchase and sale to ensure all purchasers are aware of the obligations and warnings set out therein.

5.3 Existing Agreements of Purchase and Sale

As of the date of execution of this Agreement, certain Lots or part Lots may be the subject of existing agreements of purchase and sale. In this event, the Developer shall forthwith provide all such prospective purchasers with a copy of Schedule "M".

PART 6 - LAND DEDICATION AND LAND REGISTRATIONS

6.1 Environmental Site Assessment

- 6.1.1 The Developer shall retain a Qualified Person, as defined in O. Reg. 153/04, to perform a Phase I Environmental Site Assessment ("Phase I ESA"), with respect to the entirety of the Lands, in compliance with the Phase I ESA Standard designated as CAN/CSA Z768-01 published by the Canadian Standards Association and dated November 2001, as amended.
- 6.1.2 The Qualified Person referred to Subsection 6.1.1 shall prepare a report in accordance with the requirements set out in O. Reg. 153/04. This report shall include, but not be limited to, the following:
- (a) confirmation of insurance coverage in compliance with O. Reg. 153/04;
 - (b) certification that the qualified Person meets the requirements of a Qualified Person in O. Reg. 153/04;
 - (c) the qualified Person's opinion as to whether based on the Phase I ESA a Phase II Environmental Site Assessment ("Phase II ESA") is warranted;
 - (d) if the qualified Person's opinion is that a Phase II ESA is not required the qualified Person shall include the statement that "in his/her opinion and based on the Phase I ESA a Phase II ESA is not necessary";
 - (e) confirmation that the report may be relied upon by the Town in making the decision to accept ownership of the property.
- 6.1.3 Prior to the Town accepting the transfer or dedication of any part of the Lands the report of the Qualified Person must be completed and provided to the Town and a determination made as to whether further investigative work is required. Unless determined otherwise in the discretion of the Town, a Phase II ESA will be required for any part of the Lands to be conveyed to the Town.
- 6.1.4 The Town will not take ownership of any part of the Lands for which environmental issues have been identified by the Qualified Person or the Town, and which have not been resolved to the satisfaction of the Town in its sole discretion.
- 6.1.5 The Developer shall indemnify the Town for any damages, claims, orders or costs which result directly or indirectly as result of environmental issues being discovered after the transfer or grant of any Lands. The Town is entitled to apply any Securities that it may hold on behalf of the Developer to any claim under this Section.

6.2 Conveyances, Easements and Further Agreements

- 6.2.1 The Developer hereby agrees to convey or cause to be conveyed those lands and premises more particularly set out in Schedule "H" attached hereto to such

grantees as the Town may direct and in such form and manner acceptable to the Town Solicitor. If the conveyance is to be made in fee simple, such conveyance shall be for good and marketable title to the lands to be conveyed, free and clear of all liens and encumbrances. If the conveyance is by way of easement, the form of the conveyance shall be acceptable to the Town Solicitor, and the grantee shall acquire good and marketable title to the easement free and clear of all liens and encumbrances, or in the alternative, any encumbrancer affecting the lands being subject matter of the easement shall postpone and subordinate its interest in favour of the grantee on such terms and in such form approved by the Town Solicitor. All conveyances, whether in fee simple or for easements, shall be made at the Developer's expense, and the Developer shall reimburse the Town for any and all costs and expenses incurred by the Town, whether directly or indirectly for the aforesaid.

- 6.2.2 All such conveyances of land made in fee simple or by way of an easement are to be messaged to the Town Solicitor together with discharges and/or postponements of all title encumbrances and accompanied by the Developer's solicitor's certificate of title, in the form attached as Schedule "N" to this Agreement, prior to registration of the Plan. All documents shall be signed and in a form suitable for registration, except for the registered plan number and reference plan number which may be left blank in the description of those portions to be conveyed. The Developer hereby authorizes the Town Solicitor to complete the description pertaining to the conveyance to the Town when the Plan is registered and any reference plan is deposited, and thereafter to register all such conveyances at the expense of the Developer.
- 6.2.3 All land dedications and grants of easements must occur at the time of registration of the Plan.
- 6.2.4 All conveyances referred to in this Section shall be at the expense of the Developer and the Developer shall provide all reference plans requested by the Town Solicitor in connection with such conveyances.
- 6.2.5 The Developer shall not use any of the lands or easements conveyed pursuant to this Agreement or any other lands owned by the Town or by any governmental agency or body or by any utility, or subject to any easement in favour of the Town or any governmental agency or body or any utility, for the depositing of any debris or storage of earth or material in connection with the development of the Lands or otherwise, and the Developer shall be responsible for preventing and removing the same from the Lands or other lands as aforesaid caused by third parties, at the Developer's expense. If necessary, the Developer shall, at the direction of the Town Engineer, erect signs, temporary barriers and fencing to prevent the same.

6.3 Ownership of Services

All the Services to be constructed on lands conveyed to the Town or to such other governmental agency as herein provided, whether by a conveyance in fee simple or by easement, shall upon construction thereof at any and from time to time, vest wholly in the Town, and the Developer shall have no claims or rights thereto, except as expressly provided herein to the contrary, and the Developer hereby further waives any claim or right pursuant to the Construction Act in respect thereof or the Lands.

6.4 Partial Discharges and Postponements

The Developer shall provide partial discharges of mortgages for each grant in fee simple, and postponements of mortgages for each grant of easement conveyed to the Town.

6.5 Additional Easements and Land Dedications

6.5.1 In addition to the conveyances and easements described in Schedule "H" attached hereto, if in the opinion of the Town additional easements or conveyances are required in connection with or to facilitate the Services, then upon request, the Developer shall convey or cause to be conveyed such additional lands or easements on the same terms and conditions as if the same had been included in Schedule "H" attached hereto, provided such request for any additional land or easement required to be conveyed to the Town shall not include any of the Lands covered by any Structure, and provided further, any request for a conveyance of any part of the Lands in fee simple shall be limited to the obligation of the Developer hereunder and shall not be binding on any purchaser of any Lot on which a dwelling has been erected.

6.5.2 The Developer hereby agrees that it shall obtain from any purchaser of the Lands, or any part thereof, or any Lot, a covenant to grant on any part of the Lands not covered by any Structure such additional easements required for utility or drainage purposes by the Town as the Town may in writing advise. Notwithstanding the aforesaid, registration of this Agreement on title to the Lands shall be deemed to be binding on all successors in the title to the Developer.

6.6 Temporary Turning Circles

The Developer shall grant easements as may be set out in Schedule "H" for use as a temporary turning circle. When the temporary turning circle is no longer required, the Town will release the easement.

6.7 Right of Entry and Re-Entry

6.7.1 The Developer will have reserved unto itself, its successors and assigns, and grants to the Town, its successors, employees, contractors or agents, an easement or license to enter, or re-enter, upon any of the Lands, and any external lands, upon which any Services have been, or are to be constructed, pursuant to this Agreement for the purpose of making emergency repairs to any of the Services contemplated by Schedule "D", or to correct any drainage, or grading problem to the satisfaction of the Town or to construct, complete or repair any other Services required by this Agreement and which have not been completed by the Developer.

6.7.2 Such entry or re-entry, repairing and/or correction will not be deemed an acceptance of any of the services or drainage works by the Town nor an Assumption by the Town of any liability in connection therewith, nor a release of the Developer from any liability in connection therewith or of its liabilities under this Agreement.

6.7.3 The Developer hereby agrees that in any agreement for the sale, conveyance, or other disposition of any Lot or any part of the Lands to another person or corporation, the Developer shall obtain from such person or corporation a covenant for a right of entry for a period of twenty (20) years from the date of such conveyance for drainage and grading purposes. Notwithstanding the aforesaid, registration of this Agreement on title to the Lands shall be deemed to have the effect of such reservation and shall be binding on all successors in title to the Developer.

PART 7 – PHASING/PRESERVICING

7.1 Phasing

- 7.1.1 The Lands shall be developed, and building permits for Structures on the Lands shall only be issued, in accordance with the phases and at the times as set out and established in Schedule "C" hereof and on such terms and conditions as set out therein. The Phasing Plan can be modified upon request of the Developer subject to the approval of Council.
- 7.1.2 Required Security must be provided to the Town in accordance with Section 3.1 for the first phase prior to execution of this Agreement, and for each successive phase prior to the registration of the phase.
- 7.1.3 Each successive phase must commence no later than three (3) years from the date of issuance of the Certificate of Maintenance and Final Acceptance for the preceding phase, or as agreed with the Director of Engineering.
- 7.1.4 No new phase can be developed until all deficiencies within the preceding phase have been completed unless the deficiencies are deemed minor by the Town and, the Developer has provided a written schedule setting out a deadline to complete the deficiencies which has been approved and accepted by the Town. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected.

PART 8 - CONSTRUCTION

8.1 Commencement of Construction

- 8.1.1 The Developer shall not commence construction of any Services, except for those already commenced pursuant to a pre-servicing agreement, unless:
- (a) the Plans and Specifications have been approved by the Town Engineer;
 - (b) the Plan has been registered;
 - (c) the Developer has given written notice to the Town Engineer of his intention to commence work, as required by Section 8.4;
 - (d) the Developer has notified the Town Engineer of the name of any contractor or contractors to be employed by the Developer in the construction of the Services;
 - (e) the Developer has provided the Town Engineer with the Schedule of Works;
 - (f) the Developer has entered into an agreement with the County, if required, providing for County requirements to be fulfilled and notification to that effect received from the County;
 - (g) the Developer has obtained written approval of the various agencies, as applicable, including, but not limited to the MNRF and the MECP (the Certificate of Approval from the MECP for the water supply system, sanitary sewer system and storm sewer system must be submitted to the Town prior to the commencement of construction);

- (h) the Developer has obtained the written approval of the utility companies, as applicable, including hydro, telephone, cable, and gas;
- (i) the Phase I ESA referred to in Section 6.1 has been completed to the satisfaction of the Town, and the Phase II ESA referred to in Section 6.1 has been completed, if required, to the satisfaction of the Town; and
- (j) removal of contaminated soils has been completed in accordance with Section 8.5, unless otherwise approved by the Town Engineer.

8.1.2 The Developer hereby agrees that the Services shall be constructed in a good and workmanlike manner free of any defect, notwithstanding such defect being as a result of faulty workmanship, material or design, so that such Services shall operate for the purpose for which they were intended free of any defects for the duration of the Maintenance Period.

8.1.3 The Developer agrees that it shall maintain and keep current the approvals of all government agencies and utility companies referred to in Subsection 8.1.1 above and that it shall comply with all the requirements of those agencies from time to time.

8.1.4 The Developer shall construct all Services in accordance with the accepted Plans and Specifications and with the conditions contained in Schedule "F" attached hereto. The Developer hereby agrees to construct the Services in accordance with this Agreement including the schedules and to comply with all of the requirements contained in the said schedules.

8.1.5 Should the Town Standards be revised prior to the commencement of a phase the Developer shall revise the Plans and Specifications for that phase to encompass the revised Town Standards. Should the Town Standards be revised following commencement of a phase, the Town Standards as revised may be applied to any construction (including repair) of the Services occurring following the date of the revision, at the discretion of the Town Engineer.

8.2 Construction Office

8.2.1 Any site construction office must be in a location approved by the Town Engineer, and may not be located on land owned by the Town.

8.2.2 Sufficient off-street parking must be provided for any site construction office to the satisfaction of the Town Engineer.

8.2.3 Any materials storage area, in connection with the site construction office or otherwise, must be screened appropriately from public view to the satisfaction of the Town Engineer.

8.3 Meetings

8.3.1 If required by the Town, the Developer shall convene an administrative meeting to be attended by Town Staff, and such parties or individuals as determined by the Town Engineer, including the Town Engineer, the Developer, the Developer's Consulting Engineer, County staff, and Provincial staff to review the requirements of this Agreement prior to commencement of construction.

8.3.2 The Developer shall convene a meeting prior to commencement of construction to be attended by the Developer's Consulting Engineer Town Staff, and such parties or individuals as determined by the Town Engineer including all contractors to be employed on the Lands to undertake the Works, the Town Engineer, County staff,

and Ministries staff to review the schedules of construction prepared by the Developer, the methods of construction and the specifications.

- 8.3.3 The Developer shall convene regular meetings on a schedule determined by the Town Engineer to be attended by the Developer's Consulting Engineer, Town Staff, and such parties or individuals as determined by the Town Staff and/or the Town Engineer including all contractors undertaking Works on the Lands, to review the schedules of construction prepared by the Developer, the methods of construction and the specifications, the extent of the Work undertaken to date, any remedial measures required, and any other matter or thing that the Town Engineer considers appropriate. The Developer shall ensure that adequate facilities are available on the Lands to accommodate these meetings, to the satisfaction of the Town Engineer.

8.4 Notice

- 8.4.1 The Developer must provide ten (10) days advance written notice to the Town of its intention to commence work.
- 8.4.2 Should for any reason there be a cessation or interruption of construction for a period exceeding thirty (30) calendar days, the Developer shall provide forty-eight (48) hours written notification to the Town before work is resumed, and the Developer shall in that case convene the meeting described in Subsection 8.3.2.
- 8.4.3 If construction of the Services has not been commenced within eighteen (18) months after the approval of the Plans and Specifications, or if after commencement, work is interrupted for a period exceeding eighteen (18) months and prior approval for such interruption of work has not been obtained from the Town Engineer, the Town Engineer may revoke the Town's approval of the Plans and Specifications. In the event of the revocation of such approval, the Town Engineer may require the resubmission of Plans and Specifications in accordance with the then current Town Standards and requirements of the Town and other governmental agencies or authorities.

8.5 Soil Conditions

- 8.5.1 The Town approvals do not verify or confirm the adequacy of soil conditions including soil contamination and the Developer shall indemnify and save the Town harmless from all actions or claims relating to soil conditions on the Lands.
- 8.5.2 The Developer shall remove from the Lands any material determined to be hazardous to the satisfaction of the Town and the MECP, prior to commencement of construction of any Services unless otherwise permitted by the Town Engineer.

8.6 Scheduling the Works

- 8.6.1 The Developer shall provide a copy of a schedule setting out the order in which the various sections of the Works will be built and the timing for completion of the Works (the "Schedule of Works"), to the Town ten days prior to the commencement of construction of Services. It is the intent of this Agreement that the Works be performed expeditiously and continuously. If the Plan is to be developed in phases, a separate Schedule of Works may be provided for each phase.
- 8.6.2 Upon issuance of a Certificate of Completion and Acceptance of Underground Works by the Town, the Developer must complete all work required for issuance of a Certificate of Completion and Acceptance of Aboveground Works within three (3) years.

- 8.6.3 Upon issuance of a Certificate of Completion and Acceptance of Aboveground Works by the Town, the Developer must complete all work required for issuance of a Certificate of Maintenance and Final Acceptance within three (3) years.
- 8.6.4 The time periods described in Subsections 8.6.2 and 8.6.3 may be extended by the Town Engineer if considered advisable in the sole discretion of the Town Engineer.
- 8.6.5 Failure to fully complete all Services within the period of time described in Subsections 8.6.2 and 8.6.3 shall be deemed to be a default of the Developer pursuant to the terms of this Agreement, and the Town shall be entitled to avail itself of all remedies contained herein with respect to such default. Without limiting the generality of the foregoing, the Town may require that the Developer ceases and desists from doing any further work on the Lands or pursuant to this Agreement, and the Developer hereby agrees to stop work if it receives notice to do so. The aforesaid agreement to stop work refers to any and all construction of any nature or kind whatsoever in connection with the Lands, including the construction of houses or other buildings or Structures on the Lands.
- 8.6.6 Notwithstanding the aforesaid, the Town Engineer shall be permitted to schedule the construction of all Services and in such priority as the Town Engineer in his sole discretion deems advisable, and the Developer hereby agrees to abide by such scheduling as the Town Engineer may from time to time direct.

8.7 Additional Works

If at any time and from time during construction of the Services, the Town Engineer is of the opinion that Additional Works are required to adequately provide for any of the Services referred to, or to properly service the Lands or to provide for the best interest of the Town and its inhabitants, the Developer shall construct such Additional Works as the Town Engineer in writing directs. All Additional Works shall be constructed by the Developer in the same manner as if the same had been Works or Special Works, and without limiting the generality of the foregoing, such Additional Works shall be designed by the Developer's Consulting Engineer at the Developer's expense in accordance with criteria and standards set by the Town Engineer and the design and construction of such Additional Works shall be subject to the approval of the Town Engineer. Provided however the completion of Additional Works shall be on or before a date to be specified by the Town Engineer and shall in any event be completed expeditiously.

8.8 Supervision and Inspection of Construction of Services

- 8.8.1 The Town will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the approved Plans and Specifications and Town Standards. If in the opinion of the Town, continuous supervision is not being provided or construction is not proceeding satisfactorily the Town may:
- (a) arrange for full-time inspection; or
 - (b) issue a stop work order to the Developer or the Developer's Consulting Engineer.
- 8.8.2 If the Town arranges for full-time inspection this will not relieve the Developer from its separate responsibilities to provide continuous site inspection through the Developer's Consulting Engineer. A copy of this clause must be delivered by the Developer to each and every contractor engaged for construction of the Services.

8.8.3 Notwithstanding any acceptance of the Plans and Specifications given by the Town, neither the Town, nor the Town's Engineer will be responsible for the Plans and Specifications. The Developer shall be responsible for the soundness of the engineering design and for ensuring that the Services required to be done will function as intended and contemplated and will be compatible with the final approved subdivision services.

8.8.4 If the Developer covers or permits to be covered work that has been designated for special tests, inspections, or approvals by the Town Engineer before such special tests, inspections or approvals have been made, given or completed, the Developer shall, if so directed by the Town Engineer, uncover such work, have the inspection or test satisfactorily completed and make good such work at the Developer's expense. The Town Engineer may order any part or parts of the Services to be specially examined should he believe that such work is not in accordance with the requirements of this Agreement. If, upon examination such work is in the opinion of the Town Engineer found not in accordance with the requirements of this Agreement, the Developer shall correct such work and regardless of any finding as aforesaid the Developer shall pay all expenses in connection with the provisions of this clause.

8.9 Work Hours

8.9.1 All work on the Lands will be performed during the permitted hours prescribed for category "B" activities in Schedule "2" to the Town's Noise Control By-law No. 5001-05. In particular, the permitted work hours shall be from 07:00 (09:00 on Sundays) to 21:00.

8.9.2 Work on the Lands will be prohibited outside of these hours without prior written approval from the Town.

8.10 Signage

8.10.1 The Developer shall erect signs at each entrance of the subdivision and the sign must read "Roads Not Assumed by Municipality - Use at Your Own Risk". The signs are to be in accordance with Ontario Traffic Manual Book 1B, Table 1 Sign Rc with Engineering Grade sheeting and Highway Gothic D upper case lettering.

8.10.2 The signs shall include the name of the Developer's Consulting Engineer and a contact telephone number.

8.10.3 The signs must not be removed until the Town has passed a by-law assuming the roads into the municipal road system and the by-law has been registered on title in the Land Registry Office for the County.

8.10.4 The Developer shall erect signs as required by the Town on all public walkways, parks, detention pond facilities and institutional, residential or commercial blocks, as required by the Town Engineer to notify the public of future land use or potential hazards in relation to these undeveloped sites and confirming that the sites have not yet been accepted by the Town and the use of them is at the public's own risk. The exact wording, type of sign and size of the lettering is to be decided by the Town Engineer. The signs must not be removed until the Town Engineer has authorized their removal in writing.

8.10.5 Without limiting the generality of Section 13.9, all signage erected by the Developer shall comply with the provisions of the Sign By-law.

8.11 Services

- 8.11.1 The Developer shall construct the Works and Special Works described in this Agreement, together with all Additional Works required to be constructed in conjunction therewith, or in addition thereto, as may be determined by the Town Engineer in accordance with the provisions hereof, and in compliance with all Laws, it being understood and agreed that the Works and Special Works enumerated or referred to in this Agreement or the schedules thereto may not be the only works required to be constructed by the Developer.
- 8.11.2 All of the requisite works required by this Agreement in order to provide services to the Lots or part Lots within the Plan pertain solely to the area within the limits of the Plan unless stated otherwise, and the Works cannot be extended, either in form of aboveground services or underground services beyond the limits of the Plan for any reason, unless specified in this Agreement, or without the prior written approval of the Town.
- 8.11.3 All Services shall be constructed in accordance with the Plans and Specifications approved by the Town Engineer. Approval of the Town Engineer shall be deemed not to have been given if the Plan has not been registered or if the Plans and Specifications do not comply with all applicable Laws. The Plans and Specifications referred to in Schedule "D" and any other Plans and Specifications approved by the Town Engineer may be amended from time to time, provided such amendments are made on or noted on the approved copies, and such amendments shall not be in effect unless approved by the Town Engineer. All Plans and Specifications, and any other plans, and any other plans or drawings required pursuant to this Agreement of any kind whatsoever, shall be prepared and submitted in accordance with design criteria and standard detail drawings as adopted from time to time by the Town and any elevations on any Plans and Specifications or any other plans required pursuant to this Agreement shall refer and relate to the horizontal/vertical control monuments as referred to therein.
- 8.11.4 The Developer shall not connect any Services to existing municipal services without the prior written approval of the Town Engineer and in accordance with the special provisions set out in Schedule "Q".

8.12 Roads

- 8.12.1 No pavement shall be placed upon the streets, or sidewalks or curbs poured until compaction tests have been carried out upon the sub-grade and upon the granular base course by the Developer's geotechnical consultant, and such pavement shall be placed upon the streets, and concrete shall be poured for sidewalks and curbs within a time period and in accordance with such conditions as specified by the Town Engineer after the Town Engineer has received, reviewed, and approved such tests. The Developer shall reimburse the Town for such tests.
- 8.12.2 The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other Services to the final grade to the satisfaction of the Town Engineer.
- 8.12.3 The Developer shall maintain the gravel and stone base or the asphalt in a useable condition for vehicular traffic and shall control dust to such a level acceptable to the Town Engineer, and, until such time as the roads have been assumed by the Town, the Developer shall repair any roadway forthwith after having been given notice by the Town Engineer to make repairs. The Developer shall construct all streets that are connected to existing streets and roadways in such a manner as to provide a proper connecting link, including a transitional section. All street signs shall be posted (including the posting of temporary signs) as required by the Plans and Specifications and as directed by the Town Engineer. The Developer shall

reimburse the Town for signs at all access points from existing streets to the Lands to advise the public of the current status of the road allowances within the Lands and the cost of the maintenance and replacement thereof if deemed necessary by the Town Engineer.

8.13 Parkland Development

- 8.13.1 The Developer shall construct all local service components of Parkland works as set out in Schedule "K", to the satisfaction of the Town.
- 8.13.2 The Developer will seek to complete the Parkland works within the same growing season as the Certificate of Completion and Acceptance for Underground Works is issued for the phase in which the Parkland is located and, if not possible, the Developer shall complete the Parkland during the following growing season.
- 8.13.3 The Developer shall erect signs on the Parkland stating that "NO ACCESS ALLOWED UNTIL PARK FACILITIES ARE CONSTRUCTED AND APPROVED BY THE TOWN OF ERIN".
- 8.13.4 The Developer shall ensure that no one deposits any construction materials or refuse on the Parkland and shall remove anything that is deposited within 24 hours of notification by the Town.

8.14 Grading and Drainage

- 8.14.1 The Developer shall complete the drainage works including all grading, ditches, swales, pipes, apparatus and equipment to service all the Lands within the Plan and adjacent thereto as required by and according to the Plans and Specifications approved by the Town.
- 8.14.2 The Developer shall maintain the complete drainage system, including clearing any blockage, until issuance of the Certificate of Maintenance and Final Acceptance is issued by the Town.
- 8.14.3 The Town may connect or authorize connections into the drainage system, and such connections will not constitute acceptance of the drainage system by the Town without issuance of the Certificate of Maintenance of Final Acceptance by the Town.
- 8.14.4 All Lots and all lands owned by the Developer abutting the Lands shall be graded to drain in accordance with the Plans and Specifications. Until the roads laid out according to the Plan have been expressly assumed by the Town as part of the Town road system, the Developer shall provide adequate drainage of the surface water from the Lands.
- 8.14.5 The Developer shall construct all Services in such a manner that no damage shall result by reason of the drainage therefrom or in connection therewith to persons other than the Developer or to property owner by persons other than the Developer. For the purposes of this clause, "persons other than the Developer" shall include successors in title to the Developer.
- 8.14.6 The Developer shall grant and convey or cause to be granted and conveyed any and all easements required for drainage purposes herein referred to or as may be required from time to time in the discretion of the Town Engineer. If Services are to be constructed to drain the Lands through lands other than the Lands, all such Services shall be designed in a sufficient size for the drainage requirements of an overall drainage area to be determined by the Town Engineer.

8.15 Watermains and Service Connections

- 8.15.1 All watermains and service connections, as required, must be constructed in accordance with the approved Plans and Specifications and MECP regulations.
- 8.15.2 The Town may connect or authorize connections into the water system and such connections will not constitute acceptance of the water system by the Town.

8.16 Fire Hydrants

Prior to the Certificate of Completion and Acceptance of Underground Works being issued, the Developer shall undertake through a qualified testing company, watermain flow testing and complete the appropriate colour coding of the fire hydrants in accordance with the Town Standards.

8.17 Sanitary Sewer and Service Connections

- 8.17.1 All sanitary sewers and service connections as required must be constructed in accordance with the approved Plans and Specifications, and MECP regulations.
- 8.17.2 The Town may connect or authorize connections into the sanitary sewer system, and such connections will not constitute acceptance of the sanitary sewer system by the Town.

8.18 Area Tile Bed and Septic Tank Systems

All sewage disposal systems must be designed in accordance with the Building Code Act and MECP requirements, where applicable.

8.19 Fencing of Parks, Walkways etc.

The Developer must fence, in accordance with Town Standards, all public walkways, parks, detention pond facilities, institutional and commercial uses and all adjacent lands as shown on the Plans and Specifications set out in Schedule "D", before the issuance of the Certificate of Maintenance and Final Acceptance for the Plan or a phase thereof if applicable.

8.20 Walkway and Pedestrian Paths

All walkways and pedestrian paths must be developed and constructed in accordance with the Town Standards and with the Plans and Specifications, and linkages must be extended through Town owned lands.

8.21 Dead End Barricades

- 8.21.1 The Developer shall construct the temporary dead end barricades in accordance with Town Standards as shown on the Plans and Specifications set out in Schedule "D".
- 8.21.2 The Developer shall, at the Developer's expense, erect permanent type barricades in accordance with such specifications and at such locations as the Town Engineer may in writing direct.

8.22 Temporary Turning Circles

- 8.22.1 The Developer shall construct the temporary turning circles in accordance with the Town Standards as shown on the Plans and Specifications set out in Schedule "D".

8.22.2 When the temporary turning circle is no longer required the Developer shall remove the temporary turning circle and construct the through road to Town Standards including boulevard works, and Lot grading including, but not limited to, sodding.

8.23 Dust and Mud Control

8.23.1 If for any reason whatsoever, any Person, firm or corporation, their servants and agents, or any unauthorized persons (including trespassers) damage or leave debris or mud in, under, upon or over any of the Services, whether by misadventure, inadvertence, lack of knowledge, intentionally or otherwise, the Developer shall forthwith repair any such Services and remove any debris or mud as the Town Engineer may in writing direct.

8.23.2 At any time before the Certificate of Maintenance of Final Acceptance is issued with respect to the roads, the Developer shall apply dust suppressant approved by the Town Engineer to the roads, or clean the roads if paved, in quantities or at intervals acceptable to the Town, sufficient to prevent any dust or mud problem to traffic, home occupants or road.

8.23.3 The Developer's obligation with regard to dust and mud control applies to both roads within the Plan and roads external to the Plan.

8.23.4 Once occupancy occurs, the Developer shall sweep a minimum of once weekly with a mechanical sweeper approved by the Town. Sweeping must be completed at the end of each week prior to the weekend. Sweeping must continue until all Lots or part Lots in the Plan have been completed with sod.

8.23.5 If the Developer has not taken remedial action within twenty-four (24) hours of receiving a written notification from the Town regarding a dust or mud control problem, related to the development whether internal or external to the Plan, then the Town may employ forces to implement suitable measures of dust or mud control at the Developer's expense.

8.23.6 Upon two (2) notices being issued by the Town pursuant to Subsection 8.23.5, the Town may implement an ongoing weekly street sweeping program as described in Subsection 8.23.4 at the Developer's expense.

8.24 Access Roads

8.24.1 The Town reserves the right to designate point of ingress and egress to the Lands for any purpose whatsoever until Final Acceptance.

8.24.2 All access roads must be maintained by the Developer in good repair during the time of construction.

8.25 Road Closures

8.25.1 No roadway outside the limits of the Plan may be closed without the written consent of the Town.

8.25.2 Following the issuance of the Overall Occupancy Certificate described in Sections 10.1 and 10.2, no roadway within the limits of the Plan may be closed without the written consent of the Town.

8.25.3 Where written consent of the Town is required pursuant to this Section, the Developer shall advise the Town of the date and time it wishes to close a roadway, and a road occupancy permit is required, which may be issued at the Town's discretion.

8.26 Damage and Rectification

- 8.26.1 The Developer shall repair any damages caused to any existing road, or existing Structure or plant located on the road allowance as a result of the development of the Plan and shall pay for any cost involved in the relocation of the existing service, such as hydrants, telephone poles, etc., which become necessary because of the development of the Plan.
- 8.26.2 The Developer shall ensure that the Developer's Consulting Engineer arranges for an inspection with Town Staff for the purpose of compiling an inventory of existing conditions prior to work on the Plan. Failing completion of this inventory, Town Staff's assessment of conditions prior to construction will be final.
- 8.26.3 In the event the Developer has commenced work on the Services, but before the Town has issued a Certificate of Maintenance and Final Acceptance with respect to the Services, and any of the Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and in the sole opinion of the Town Engineer, rectification or action is required to prevent damage or hardship to persons or property, the Developer shall, upon the written instructions of the Town Engineer, do all acts and things as are required by the Town Engineer to rectify the condition. In the event the condition as aforesaid is an emergency, or immediate rectification is required, then the Town may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Developer, and the Developer shall reimburse the Town for any and all reasonable expenses incurred, whether directly or indirectly by the Town, in connection with the same.
- 8.26.4 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act of commission or omission of the Developer, and whether incorporated in the Services or not, which has been rejected by the Town Engineer as failing to conform with the intent of this Agreement or the Town Standards, shall be removed promptly and replaced or repaired promptly in accordance with the directions of the Town Engineer.

8.27 Tidy Condition of the Lands

- 8.27.1 The Developer shall maintain the Lands in a tidy condition and free from the accumulation of refuse and debris and shall cut all grasses and weeds at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height.
- 8.27.2 Any construction refuse and debris stored on the Land must be maintained in an orderly and sanitary fashion.
- 8.27.3 Prior to the completion of the development and at other intervals as directed by Town Staff due to accumulation of refuse and debris, proximity to the public, safety or any other reason the Developer shall have all refuse and debris stored on the Lands properly disposed of off-site in compliance with all applicable legislation and municipal by-laws .
- 8.27.4 The Town is not responsible for the removal or disposal of refuse and debris.
- 8.27.5 No refuse or debris is to be deposited or buried on areas or phases of the Plan.
- 8.27.6 If the Developer has not taken remedial action within twenty-four (24) hours of receiving a written notification from Town staff regarding the requirement to dispose of refuse or debris off-site, the Town may employ forces, at the Developer's

expense, to implement suitable measures to properly dispose of the refuse or debris.

8.27.7 When all work is substantially performed pursuant to this Agreement, the Developer shall remove its surplus products, tools, construction machinery, equipment, refuse, and debris from the Lands, including any refuse and debris on the Lands caused by third parties. Notwithstanding the presence of successors in title to the Developer or third parties on the Lands, the Developer shall at all times continue to be responsible for maintaining the Lands in a tidy condition and free from the accumulation of refuse and debris, and the Developer shall remove or cause the removal of any refuse or debris from the Lands and Services or cut grasses and as aforesaid when requested to do so in writing by the Town Engineer. The Developer shall be released from this obligation on a Lot-by-Lot basis only after the unconditional Individual Occupancy Certificate is issued for the Lot.

8.28 Preservation of Trees

8.28.1 The Developer must preserve all healthy trees within the limits of the Plan as stipulated by the Town, except for those identified in an approved Tree Preservation Plan for removal.

8.28.2 The Town may require the Developer to remove all dead trees, including limbs and stumps from any land which is to be dedicated or transferred to the Town on the Plan. Replacement trees may be required by the Town for dead trees. All such dead trees, limbs and stumps must be disposed of in an authorized disposal site acceptable to the Town. All healthy trees removed by the Developer without the written approval of the Town, and all healthy trees that are damaged, on any land being dedicated or transferred to the Town must be replaced by the Developer to the satisfaction of the Town.

8.28.3 The Town may require that any dead trees, or portions of dead trees, including, but not limited to, trees, limbs and stumps, located within the limits of the Plan on lands which are not being dedicated or transferred to the Town in fee simple, be removed by the Developer.

8.28.4 Without limiting the generality of Section 13.9, prior to any tree removal, the Developer must obtain any permits or exemptions required by the County or the Town pursuant to the by-laws of the County or the Town.

8.28.5 In addition to the above requirements, the Developer shall implement the Tree Preservation Plan and any related plans, if applicable, as set out in Schedule "D".

8.29 Re-Vegetation

8.29.1 Removal of vegetation, grading, and soil compaction shall be kept to the minimum necessary to construct the Works. Removal of vegetation shall not occur more than thirty (30) days prior to grading or construction.

8.29.2 If any portion of the Lands have been stripped of topsoil and no construction occurs, or is expected to occur, thereon for a period of one year, the Town may require the Developer to apply topsoil and seed the area.

8.29.3 If the Developer has not taken remedial actions within 24 hours of receiving a written notification from the Town regarding the need to apply topsoil and seed the area, then the Town may implement appropriate actions to apply the topsoil and seed the area as deemed appropriate by the Town.

8.30 Siltation and Erosion Control

- 8.30.1 The Developer shall provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Town and the MNRF.
- 8.30.2 The Developer shall take any and all necessary steps, to the satisfaction of the Town, to ensure that stormwater flows and sediment wash-off are controlled to the extent that downstream lands and waterways are protected from nuisance and/or damage.
- 8.30.3 The Developer shall upon request of the Town Engineer, take such erosion control measures and construct such erosion control works as the Town Engineer may in writing direct. Such erosion control measures may, without limiting the generality of the foregoing, include:
- (a) temporary sodding or seeding;
 - (b) temporary grading measures;
 - (c) use of barriers, fencing and embankments;
 - (d) permanent planting, seeding, or sodding;
 - (e) use of rip-rap or other similar methods;
 - (f) construction of culverts, drains and spillways;
 - (g) sedimentation ponds, retention ponds , detention ponds, or siltation ponds.

8.31 Underground Works Certificate

- 8.31.1 Subject to the special provisions in Schedule "Q", it is intended that the water distribution system, storm sewer system, and sanitary sewer system will be constructed, inspected and approved, and will be operational, before the issuance of building permits. For the purpose of this Subsection, operational means the systems meet all requirements for the MECP and have passed all Town testing procedures. In addition, for the water distribution system, the MECP requirements are deemed to include all requirements of the safe drinking water standards and the Ontario Water Resources Act.
- 8.31.2 Prior to issuance of the Certificate of Completion and Acceptance of Underground Works the following are the minimum requirements to be completed:
- (a) base asphalt;
 - (b) base curb;
 - (c) road granulars;
 - (d) hydrants flow tested and colour coded;
 - (e) Lots or part Lots pre-graded to no more than 400mm below final grade;
 - (g) regulatory traffic and street signs have been installed and applicable by-laws amended by the Town;

- (h) all Underground Works including, but not limited to, sanitary sewer, watermains, storm sewers and storm ponds, tested and approved for operation by the Town
- (i) the Engineered Fill drawings required by Section 9.2; and
- (j) any other item requested by the Town that is reasonably required to complete the Underground Works.

8.31.3 When the Town is satisfied that the Underground Works are substantially completed and the Developer has supplied the Town with the following:

- (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
- (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance of Underground Works.

8.31.4 The Certificate of Completion and Acceptance of Underground Works may contain a list of minor deficiencies which have to be corrected by the Developer but which are not considered of sufficient importance to delay the issuance of the Certificate of Completion and Acceptance of Underground Works provided the Developer has provided a written schedule setting out a deadline to complete the deficiencies and the Town has approved and accepted the schedule. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected at the Developer's expense.

8.31.5 The Town may withhold the Certificate of Completion and Acceptance of Underground Works if the Developer is in default of any requirements or obligations of this Agreement.

8.31.6 The Maintenance Period for these Underground Works will commence when the Certificate of Completion and Acceptance of Underground Works is issued and continue until the expiry of the Maintenance Period.

8.31.7 Upon issuance of the Certificate of Completion and Acceptance of Underground Works the water supply and waste water collection systems will be operated and managed by the Town in such a manner as the Town deems fit.

8.31.8 The Town shall determine the terms and conditions upon which the water supply and the waste water collection systems will be operated and upon which water will be supplied to and waste water collected from the residents within the Plan.

8.32 Aboveground Works Certificate

8.32.1 When all the Aboveground Works have been completed, except for the surface course of asphalt, the Developer's Consulting Engineer shall notify the Town and request an inspection. Once requested the Town will perform an inspection and arrange for all appropriate agencies and utilities to perform their inspections.

8.32.2 When the Town is satisfied that the Aboveground Works are substantially completed and the Developer has supplied the Town with the following:

- (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
- (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the Aboveground Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance of Aboveground Works.

8.32.3 The Certificate of Completion and Acceptance of Aboveground Works may contain a list of minor deficiencies which have to be corrected by the Developer but which are not considered of sufficient importance to delay the issuance of the Certificate of Completion and Acceptance of Aboveground Works provided the Developer has provided a written schedule setting out a deadline to complete the deficiencies and the Town has approved and accepted the schedule. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected at the Developer's expense.

8.32.4 The two (2) year Maintenance Period will commence when the Certificate of Completion and Acceptance of Aboveground Works has been issued.

8.32.5 The Town may withhold the Certificate of Completion and Acceptance of Aboveground Works if the Developer is in default of any of the requirements or obligations of this Agreement.

8.32.6 Surface course asphalt and any repairs associated with placement of this asphalt will be completed by the Developer when directed to do so by the Town.

PART 9 - BUILDING PERMITS

9.1 Issuance

9.1.1 A Builder will not request issuance of building permits until all of the requirements of this Agreement with respect to issuance of building permits and, specifically this Section, have been met by the Developer.

9.1.2 The Town may refuse the issuance of a building permit for any Structure on any Lot, if:

- (a) the Developer is in default of any of the provisions of this Agreement;
- (b) the Town Engineer has not issued the Certificate of Completion and Acceptance of Underground Works;
- (c) suitable access has not been provided by the Developer sufficient for vehicular traffic to the Lot, including secondary access if required by the Town;
- (d) an adequate supply of water is not available for the Structure;

- (e) a permit or permits from the appropriate authorities for a private sewage disposal system, if applicable, has not been obtained and filed with the Town;
- (f) the Developer has not furnished the Town with satisfactory evidence that the sewer and water facilities required to service the Lot have been completed on the street upon which the Lot fronts, and are connected to the municipal water and sewer system, so as to provide adequate sewer and water services to the Lot;
- (g) an Individual Grade Control Plan has not been filed with the Town, in accordance with Section 9.5;
- (h) all of the conditions contained in Schedule "F" have not been complied with, including any approvals from any other governmental agency;
- (i) the residential blocks and units are not clearly identified with a sign containing the appropriate marking with letters and numbers of at least fifteen (15) centimetres in height at least one (1) metre above the existing grade and located in the middle of the limit of the residential block or unit adjacent to the roadway;
- (j) the applicable provider of hydro-electric services having jurisdiction for electrical services within the Lands has not certified that the Developer has fully complied with its requirements for the provision of:
 - (i) the installation of an underground electric distribution system to adequately service the Lands and all structures to be erected on the lands;
 - (ii) the payment of all fees, charges and costs required to be paid to the said provider to provide for such a system; and
 - (iii) the conveyance of all easements or lands or the execution of all agreements required by the said provider in connection with electric services for the lands and structures to be erected on the Lands;
- (k) the Town Solicitor has not yet certified that the Plan has been registered and that all easements and conveyances required to be conveyed pursuant to this Agreement have been received in satisfactory form and have been registered and that the title with respect to any conveyance is free and clear of any liens or encumbrances and in the case of easements is not subordinate to any liens or encumbrances;
- (l) all dead trees on the Lands have not yet been removed in accordance with Section 8.28.3;
- (m) . If deemed necessary by the Town or the Town Engineer, the applicant for a building permit shall pay a lot and grading deposit in the amount of \$1,000 per Lot at the time of the issuance of the building permit in an amount and on such terms as determined by the Town;
- (n) all applicable Laws have not been complied with; or
- (o) a Letter of Credit has not been provided to the Town, providing Security in the amount as set out in Schedule "E" for compliance with the provisions of this Agreement relating to the grading and sodding of Lots. The total

amount of Security required for the Lands is required prior to issuance of any building permit. The Security required by this Subsection may be released by the Town on a Lot by Lot basis when a Lot Grading Certificate is issued for such Lot.

9.2 Engineered Fill Drawings

- 9.2.1 The Developer shall submit to the Town's Chief Building Official a certificate from the Developer's Consulting Engineer indicating whether any dwelling unit on Lots or part Lots will be constructed on engineered fill.
- 9.2.2 The Developer shall provide, prior to the application for a building permit on engineered fill Lots, a detailed plan outlining the depth of fill by contours overlaid on the Lot fabric. The plan must be in a format acceptable to the Town's Chief Building Official.

9.3 Lots Unsuitable for Building

- 9.3.1 The Lots or part Lots as set out on Schedule "I" are unsuitable for building and the Developer will not request a building permit until the Restriction has been released.
- 9.3.2 The Developer shall register any Restriction described in Schedule "I", pursuant to Section 118 or 119 of the Land Titles Act, prohibiting the transferring of these Lots or part Lots without the consent of the Town and/or providing that these Lots or part Lots are not to be built upon without the consent of the Town. The Town will not provide consent until the items set out on Schedule "I" for each Lot or part Lot have been completed to the satisfaction of the Town.

9.4 Firebreak

- 9.4.1 The units as set out on Schedule "I" are designated as firebreak units ("Firebreak").
- 9.4.2 The Town's Fire Prevention Officer may designate additional units as Firebreak.
- 9.4.3 Notwithstanding that a building permit may have been issued by the Town for a Firebreak, the dwelling unit to be built on the Firebreak must be constructed only to the point where it is left capped at the sub-floor level at grade until such time as the exterior of both dwelling units adjoining the Firebreak are substantially finished including the installation of cladding, roofing and windows, at which time the Town's Fire Prevention Officer may issue a "Firebreak Certificate".
- 9.4.4 All units within the Plan designated as Firebreak must have a minimum lot width of 12 metres. If the Lots on the Plan are less than 12 metres in width due to the approval by the Town of townhomes, link homes, or semi-detached homes, or otherwise, a double foundation must be used as the Firebreak so that two units combined are designated as one Firebreak and capped as set out above.
- 9.4.5 A Firebreak change will only be effective once a Firebreak Certificate has been issued by the Town's Fire Prevention Officer.
- 9.4.6 No construction beyond a capped foundation as described above will commence on a designated Firebreak Lot prior to the issuance of a Firebreak Certificate which will be issued by the Town's Fire Prevention Officer releasing the Lot from the designation of a Firebreak Lot.
- 9.4.7 The Developer shall post a 0.6 metre by 0.6 metre sign at the lot frontage of each Firebreak clearly indicating that such unit is a Firebreak and such sign shall remain posted until the issuance of Firebreak Certificate for that unit.

9.5 Conformity with Grading

9.5.1 The Developer agrees that prior to the application for any building permit for any Structure on the Plan, it will prepare and have approved by the Town Engineer an Individual Grade Control Plan for all Lots. Prior to submission to the Town, the Individual Grade Control Plan is to be reviewed by the Developer's Consulting Engineer and certified by the Developer's Consulting Engineer with respect to the Town's grading criteria as well as compliance with good engineering practice. The Individual Grade Control Plan shall show all details required by the Town Engineer, and without limiting the generality of the foregoing, shall show:

- (a) all existing and final grades at all corners of the Lot and all intermediate points of grade changes;
- (b) driveway grades along both sides of the driveway (percentage grades);
- (c) driveway widths at curb line, property line and garage;
- (d) proposed locations for building envelopes, envelopes for private sewage disposal systems, and private water supply systems;
- (e) proposed top of foundation and garage slab grades, as well as footing elevations and bottom of foundation;
- (f) all proposed finished front yard grades at building line for the Lot and finished floor grades and the lowest basement elevation for any proposed Structure on the Lands;
- (g) the proposed direction of the rear yard drainage with any swales and rear yard catch basins required for any Lot;
- (h) retaining devices;
- (i) slope details, percentage of fall;
- (j) swales;
- (k) cross-sections in significant locations;
- (l) surface runoff pattern;
- (m) sidewalk and walkway locations;
- (n) servicing structures such as transformer and terminal boxes, hydrants, street light poles, etc.;
- (o) all fencing, acoustical barriers, and/or berms required by the terms of this Agreement;
- (p) location and invert elevations of storm and sanitary laterals;
- (q) location of proposed easements;
- (r) the extent of engineered fill;

- (s) the location of the horizontal/vertical control monuments as designated by the Town Engineer; and
 - (t) all embankments required to effect the grading.
- 9.5.2 The Developer agrees to operate a grade control program to the satisfaction of the Town Engineer to ensure that all proposed development on the Lands conforms with the intent of the approved Individual Grade Control Plans. In the event, in the opinion of the Town Engineer, the Developer is not conforming with an Individual Grade Control Plan, the Town Engineer may issue a work order specifying what changes alterations, or corrections the Developer is required to make. Failure to make such changes, alterations or corrections forthwith upon demand, or within a period of time prescribed by the Town Engineer, shall be deemed to be a default by the Developer under the terms of this Agreement.
- 9.5.3 The Developer shall provide that all foundation weeping tiles of any Structure constructed on a Lot shall be connected to a storm sewer system or drainage system or otherwise constructed in such a manner to be approved by the Town Engineer.
- 9.5.4 The Town may permit the Developer to revise a portion of a submitted detailed Individual Grade Control Plan if:
- (a) in the opinion of the Town, such changes result in the purchaser homeowner receiving greater usability of the Lot; and
 - (b) there are no adverse drainage impacts from such changes.
- 9.5.5 A Lot Grading Certificate will be issued by the Town's Engineer when the following conditions have been met:
- (a) Lot grading is completed in accordance with the Town Standards and the approved Individual Grade Control Plan which includes sodding, paving to the garage and installation of retaining walls, where applicable; and
 - (b) a lot grading certificate has been provided by the Developer's Consulting Engineer
- (a "Lot Grading Certificate").
- 9.5.6 Lot grading for each Lot shall be completed within twelve months of issuance of an occupancy permit for that Lot pursuant to the Building Code Act.
- 9.5.7 If the Lot grading has not been completed within the aforementioned timeframe, the Town may have the Lot grading completed at the Developer's expense. Further, the Town shall retain security for the cost of grading each Lot, which will not be released until the Town Engineer has issued a Lot Grading Certificate for said Lot and one winter and one spring has passed.
- 9.6 Water Meters and Remote Reading Units**
- 9.6.1 Every dwelling unit must have a water meter and remote reading unit which will be purchased from the Town by the Builder. Every dwelling unit must have a back flow prevention valve installed and where appropriate, at the sole discretion of the Town, a pressure reduction valve installed.
- 9.6.2 All registration apparatus will be installed by the Town, attached to the service line immediately following the stop and drain valve.

9.7 Architecture

- 9.7.1 The Developer acknowledges that the Lands are subject to architectural controls as are set out in Schedule "P" to this Agreement.

9.8 Site Plan Control

- 9.8.1 The Lots listed in Schedule "J" are subject to Site Plan Control pursuant to section 41 of the Planning Act. A Site Plan Agreement is required with the Town prior to development of these Lots.
- 9.8.2 Where there is a conflict between the provisions of this Agreement and a Site Plan Agreement referred to in this Section, the provisions of the Site Plan Agreement shall prevail.

PART 10 – OCCUPANCY CERTIFICATES

10.1 Two Stage Occupancy Certificates

- 10.1.1 Despite anything within this Agreement to the contrary, and despite any provisions of the Building Code Act, no dwelling units erected on the Lots or part Lots within the Plan shall be occupied for any purpose whatsoever until the Town has issued an Overall Occupancy Certificate as well as an Individual Occupancy Certificate.
- 10.1.2 Neither the Overall Occupancy Certificate nor the Individual Occupancy Certificate are the same as, and are required in addition to, the occupancy permit required pursuant to the Building Code Act.
- 10.1.3 The Developer hereby covenants and agrees to advise any purchaser of any Lot or residential unit of the requirements pertaining to the Overall Occupancy Certificate and Individual Occupancy Certificates as herein contained, and hereby further covenants and agrees that in any agreement whereby the Developer purports to sell, convey, transfer, assign, lease or otherwise deal with any Lot or residential unit, the Developer shall obtain an acknowledgement from the other party to such an agreement that such other party is aware of the provisions of this Agreement pertaining to the Overall Occupancy Certificate and Individual Occupancy Certificates. In the event the Developer does not obtain such an acknowledgement, the Developer shall be deemed to be in default pursuant to the terms of this Agreement. The Developer, forthwith after receipt of a copy of such acknowledgement shall file a true copy thereof with the Town Solicitor.

10.2 Overall Occupancy Certificate

- 10.2.1 The following are the requirements for the Overall Occupancy Certificate to be issued by the Town:
- (a) the Town Engineer has reviewed the completion of the Works and certified that the development has been completed to a level acceptable to the Town to permit occupancy. Despite the foregoing, the Town reserves the right to restrict occupancy or impose conditions in order to relieve the Town from any problems arising from occurrence of occupancy before the issuance of the Certificate of Completion and Acceptance of Aboveground Works;
 - (b) electrical supply services, street lights, telephone lines and gas services have been installed and approved by the Town Engineer;

- (c) any required reconstruction of existing roads and repairs to roads have been completed and approved by the Town Engineer;
- (d) any acoustical or safety items are installed, as required by the Town Engineer;
- (f) fencing of open space has been installed, as required by the Town Engineer;
- (g) the Chief Building Official has been advised by Director of Fire Services (Fire Chief) and Emergency Management that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available;
- (h) mail box sites or temporary mail box sites have been installed;
- (i) the Developer is not in default of any of the provisions of this Agreement;

10.2.2 The Overall Occupancy Certificate may provide that its issuance is conditional upon any matter or thing stated in such Overall Occupancy Certificate, and that in the event such conditions are not complied with, then in the discretion of the Town Engineer, the Overall Occupancy Certificate may be revoked.

10.2.3 The Overall Occupancy Certificate may provide for the posting of Security upon the issuance of the Overall Occupancy Certificate to provide for the completion of certain matters or things, and without limiting the generality of the foregoing, such matters or things may include the following:

- (a) the construction of Services; and
- (b) any other matter or thing being a requirement of this Agreement or with respect to compliance with any Laws.

10.3 Individual Occupancy Certificate

10.3.1 The following are the requirements for an Individual Occupancy Certificate to be issued by the Town:

- (a) an Overall Occupancy Certificate has been issued that applies to the Lot;
- (b) connection of water services, sanitary sewers or private sewage disposal system, storm drainage, or such other services as are applicable to the Structure or Lot have been completed to the satisfaction of the Town Engineer;
- (c) hydro-electric services are connected to the Structure and all requirements of the applicable hydro-electric service provider have been complied with, with respect to the Lot;
- (d) all roof drainage and foundation weeping tiles of the Structure have been completed to the satisfaction of the Town Engineer;
- (e) the Structure has been constructed in accordance with all plans in respect of which a building permit was issued and in compliance with the Building Code Act and in the opinion of the Town's Chief Building Official, the Structure is habitable;

- (f) the driveway to the Structure is constructed pursuant to the provisions of this Agreement and Town Standards to the satisfaction of the Town Engineer;
- (g) the Lot has been topsoiled, sodded or seeded in accordance with the requirements of this Agreement, to the satisfaction of the Town Engineer, weather permitting, provided that such lot is topsoiled, sodded or seeded within one (1) year of the Individual Occupancy Certificate having been issued for a Lot;
- (h) a Lot Grading Certificate has been issued pursuant to Subsection 9.5.5 of this Agreement. If the Lot grading is not completed prior to issuance of an Individual Occupancy Certificate, the Developer's Consulting Engineer must provide certification that the Lot for which an Individual Occupancy Certificate has been issued, has a base grade, swales and that all slopes are graded to conform to the Individual Grade Control Plan and minimum engineering design standards to the satisfaction of the Town Engineer;
- (i) the house number allocated by the Town has been affixed to each dwelling unit, in accordance with Town By-laws;
- (j) all work on the Lot has been done in accordance with site plan approval as referred to in Section 9.8 hereof;
- (k) mail box sites or temporary mail box sites have been installed;
- (l) The Developer is not in default of any of the provisions of this Agreement.

10.3.2 An Individual Occupancy Certificate may provide that its issuance is conditional upon any matter or thing stated in such Individual Occupancy Certificate, and that in the event such conditions are not complied with, then in the discretion of the Town Engineer, the Individual Occupancy Certificate may be revoked.

10.3.3 An Individual Occupancy Certificate may provide for the posting of Security upon the issuance of the Individual Occupancy Certificate to provide for the completion of certain matters or things, and without limiting the generality of the foregoing, such matters or things may include the following:

- (a) the completion of the Structure, as required by the Building Code Act;
- (b) the construction of Services;
- (c) the rectification or completion of any grading, sodding or seeding of the Lot;
- (d) finishing of the driveway;
- (e) exterior painting of the Structure or other external finishing of the Structure; and
- (f) any other matter or thing being a requirement of this Agreement or with respect to compliance with any Laws.

PART 11 – MAINTENANCE

11.1 Maintenance Period

11.1.1 The Developer covenants and agrees to keep in a proper state of repair and operation all Services from the date of issuance of the Certificate of Completion and

Acceptance of Underground Works until the issuance of the Certificate of Maintenance and Final Acceptance by the Town. The Certificate of Maintenance and Final Acceptance shall not be issued until at least two (2) years after issuance of the Certificate of Completion and Acceptance of Aboveground Works.

11.1.2 The obligation in Subsection 11.1.1 includes the obligation to repair and maintain and if necessary replace all Services.

11.2 Maintenance of Services

Without limiting the generality of any of the foregoing, the Developer hereby agrees to perform maintenance during the Maintenance Period as follows:

- (a) to rectify, replace, or repair any Services not constructed in accordance with the approved Plans and Specifications or in accordance with the "as constructed" drawings provided by the Developer upon completion of construction;
- (b) to maintain all roads within the Plan in a mud and dust free condition and free of debris and obstructions and without limiting the generality of the foregoing, the Developer shall continue to implement the dust and mud control measures contained in Section 8.23 of this Agreement including but not limited to the weekly street sweeping program;
- (c) to cut all grasses and weeds on the Lands that are not occupied at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height, except with respect to those portions of the Lands that are designated as natural environmental areas;
- (d) to do all maintenance and repairs as the Developer may be directed to do in writing by the Town Engineer;
- (e) to ramp with asphalt all manholes and catch basins and appurtenances on the roadway until the application of the final coat of asphalt, or set the manholes level with base course asphalt and raise the manholes to finished grade to the satisfaction of the Town Engineer;
- (f) to re-ramp all manholes and catch basins and raise or lower all valves, hydrants, water boxes and any other Services as may be required and in accordance with the directions of the Town Engineer;
- (g) to plug all openings in the building drains to prevent the entry of earth or any foreign materials into any storm or sanitary sewer;
- (h) to keep visible, replace and obtain all water boxes, survey stakes, and any other Services required to be kept visible and maintained pursuant to this Agreement, or as directed by the Town Engineer;
- (i) to rectify and repair all settlements, depressions or any other defects on the roadway;
- (j) to provide curb depressions adjacent to any approved driveway entrance to a roadway, and to replace any original depressions not required or approved with curbs in accordance with the specifications of the Town Engineer;
- (k) to keep clear of snow and ice any roadways that provide access to dwellings constructed within the Plan, including a secondary means of access if required by the Town

- (l) to keep all catch basins free and clear of snow, ice, or other material such that the catch basins will accept run off from the roads and that no ponding will occur on the roads.

11.3 Maintenance Work by Town

- 11.3.1 Notwithstanding the provisions of Sections 11.1 and 11.2, the Town may in its sole discretion perform some of the maintenance obligations for or on behalf of the Developer, at the Developer's expense. The Town shall not be responsible for any damage to Services as a result of this work, and in the event that the Town damages its equipment as a result of the failure of the Developer to keep the Services in a proper state of maintenance and repair, or as a result of any breach by the Developer of the terms of this Agreement, the Developer shall pay all costs and expenses for the repair or replacement of such equipment. Nothing herein shall be construed as maintenance by the Town for any purpose, including for the purposes of creating any statutory duty on the Town for the maintenance of public highways or with respect to the Assumption of the roadways, it being understood and agreed that the Town status in this capacity is as a sub-contractor or agent of the Developer and not as a municipality.
- 11.3.2 If during any Maintenance Period provided herein, in the opinion of the Town or the Town Engineer, the Developer is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the Town, the Town may, without prior notice to the Developer, enter upon the Lands and repair, replace or otherwise maintain the Services at the Developer's expense.
- 11.3.3 Once the Town energizes the street lights, the Town will perform maintenance with respect to the street light fixtures including, but not limited to, light bulb replacement. All costs associated with maintenance of the street lights, including the energy costs of operating the street lights, shall be at the developer's expense until issuance of the Certificate of Maintenance and Final Acceptance.

11.4 Winter Maintenance

- 11.4.1 The Developer is responsible for completing snow removal and sanding of the roads and sidewalks within the Plan until the Certificate of Completion and Acceptance of Aboveground Works has been issued.
- 11.4.2 Until the Certificate of Maintenance and Final Acceptance has been issued, the Developer shall be responsible for ensuring that all catch basins are free and clear of snow, ice or other material such that they will accept run off from the roads and that no ponding will occur on the roads.
- 11.4.3 The Developer shall ensure that all construction materials, refuse and debris are kept at least three metres outside the limits of the roadway curbing from November 1 to March 31 of each year.

PART 12 – ACCEPTANCE

12.1 Final Acceptance of Services

- 12.1.1 Upon the Town being satisfied that the Services required to be constructed pursuant to this Agreement have been constructed in compliance therewith, and that such Services are able to perform the function for which they were intended, and upon the termination of the Maintenance Periods, and upon maintenance of

the said Services having been carried out to the satisfaction of the Town Engineer, and upon compliance with all Laws, and upon the Town having considered this Agreement and all of the terms and conditions contained herein, then the Town may issue a Certificate of Maintenance and Final Acceptance of such Services ("Final Acceptance") whereupon, except as to matters intended to survive such event, or unless otherwise agreed to in writing, the Developer shall be released from any further obligations pursuant to this Agreement with respect to such Services for which the Certificate of Maintenance and Final Acceptance has been issued.

12.1.2 The Town may refuse to issue a Certificate of Maintenance and Final Acceptance unless:

- (a) the Developer has complied with all of the provisions of this Agreement and is not in default pursuant to any of the provisions of this Agreement;
- (b) the Developer has complied with all applicable Laws;
- (c) the Developer has furnished a current statutory declaration to the Town whereby the Developer declares that he has paid all accounts that are payable in connection with the construction of the Services and that there are no outstanding claims or liens with respect thereto;
- (d) the Town has received from an Ontario Land Surveyor a current certificate certifying that he has found or replaced all standard iron bars and all monuments for school blocks, park blocks, easements, walkways and conveyances for general municipal purposes shown on the Plan as registered and as shown on any reference plan prepared for the purposes of any easements required pursuant to this Agreement;
- (e) the Developer's Consulting Engineer has provided the Town with a certificate certifying that the Services have been constructed in conformity with this Agreement and in accordance with the Plans and Specifications, subject to any variation or amendment as approved in writing by the Town or the Town Engineer as the case may be;
- (f) the Developer has supplied to the Town the original engineering drawings for the Services, to show the final "as constructed" conditions; two sets of the final "as constructed" drawings have been provided to the Town by digital submission (all drawing changes occurring throughout the approvals process incorporated into the digital submission using the line accuracy and layer standard required by the Town);
- (g) the Developer has supplied to the Town such additional surveys, plans, conveyances, easements, and documents requested by the Town;
- (h) the Town has issued Lot Grading Certificates pursuant to the provisions of Section 9.5 hereof for not less than eighty-five (85) percent of the Lots within the phase. On those Lots for which Lot Grading Certificates have not been issued, either a building permit must have been issued or the grading for the said Lot must be in accordance with the overall grade control plan set out in the Plans and Specification and the said Lots must be sodded or seeded to the satisfaction of the Town Engineer; and
- (i) the requirements of the County have been completed.

PART 13 - GENERAL

13.1 Covenants

All obligations contained in this Agreement, although not expressed to be covenants, are deemed to be covenants.

13.2 Performance of Covenants

Any action taken by the Town, or on its behalf pursuant to this Agreement, is in addition to, and without prejudice to any Security or other guarantee given, on behalf of the Developer, for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder.

13.3 No Duress

The Developer acknowledges and agrees that it is under no economic duress or any other form of duress in entering into this Agreement.

13.4 No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement, including a provision stating the parties' intention, is intended to operate, nor will have the effect of operating, in any way to fetter either the Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

13.5 Agreement Not To Be Called Into Question

- 13.5.1 The Developer will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Town's right to enter into and enforce this Agreement.
- 13.5.2 The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of section 51 of the Planning Act, interpreted to the contrary.

13.6 Extension of Time

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

13.7 Severability

If any of the provisions of this Agreement or the application thereof to any Person or circumstances are found by a court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

13.8 Governing Law

This Agreement is made pursuant to and will be governed by and construed in accordance with the laws of the Province of Ontario and will be treated in all respects as an Ontario contract.

13.9 Other Applicable Laws

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

13.10 County Approval

Where applicable, and notwithstanding anything else herein contained, the Developer shall obtain such additional approvals as may be required to be obtained from the County, and until such approvals have been obtained, the Developer shall not commence construction of any Services requiring such approval, nor shall the Town be required to issue any building permits or Occupancy Certificates until such approvals have been obtained.

13.11 Voiding the Agreement

In the event that the Plan is not registered within two (2) years, from the date of signing this Agreement by the Town, the Town may declare this Agreement to be void.

13.12 Successors and Assigns

Subject to the restrictions on assignment hereof by the Developer, this Agreement shall remain on title and will be enforceable by and against the parties, and shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto. If a party hereto is an individual, this Agreement shall further be binding upon the respective heirs, executors, legal representatives and administrators of such individual. "Successors and assigns" shall include any successor in title to the Developer as if such successor in title had entered into this Agreement in the place and stead of the Developer, and in the event of more than one successor in title to the Developer, or successors in title to part of the Lands, all of such parties collectively shall be deemed to be the Developer pursuant to the terms of this Agreement. For greater certainty, it is intended that the obligations of the Developer shall also be binding upon all of the successors in title to the Developer of the Lands save and except any Lands conveyed to the Town, but no conveyance to any successor in title shall relieve the Developer of its obligations pursuant to this Agreement, except as permitted by Subsection 2.15.2 above.

13.13 Counterparts

This Agreement may be executed electronically and in one or more counterparts, which together shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Such counterparts may be delivered by electronic transmission.

[The rest of this page is intentionally blank]

IN WITNESS WHEREOF the parties hereto have set their hands and seal and the Town has hereunto caused its Corporate Seal to be affixed, duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED)
In the presence of)


Authorized to be executed by)
By-law No. 23-34 passed)
on the 17th day of August, 2023)
Resolution No. 23-189)

THE CORPORATION OF THE TOWN OF ERIN

Per: 
Michael Dehn, Mayor

Per: 
Lisa Campion, Clerk

NATIONAL PROPERTIES INC.

Per: 
Name: Giuseppe Rodelli
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being the Town of Erin, in the County of Wellington, being composed of:

1.

PART OF PIN 71153-0402 (LT)

PT LT 17 CON 10 ERIN BEING PT 1 ON 61R11979 ; T/W EASE OVER PT LT 17 CON 10 ERIN BEING PARTS 2 & 3 ON 61R11979 AS WC121523; TOWN OF ERIN

PART OF PIN 71153-0403 (LT)

PT LT 16 CON 10 TOWNSHIP OF ERIN BEING PART 1, 61R11999; TOWN OF ERIN

More specifically shown as on the Draft 61M-M-Plan prepared by Rady-Pentek & Edward Surveying Ltd.

As Job No. 21-382, CAD File No. 21382s01g, dated October 19, 2023.

2.

ALL OF PIN 71153-0404 (LT)

PT LT 16 CON 11 ERIN PT 1, 61R20082; TOWN OF ERIN

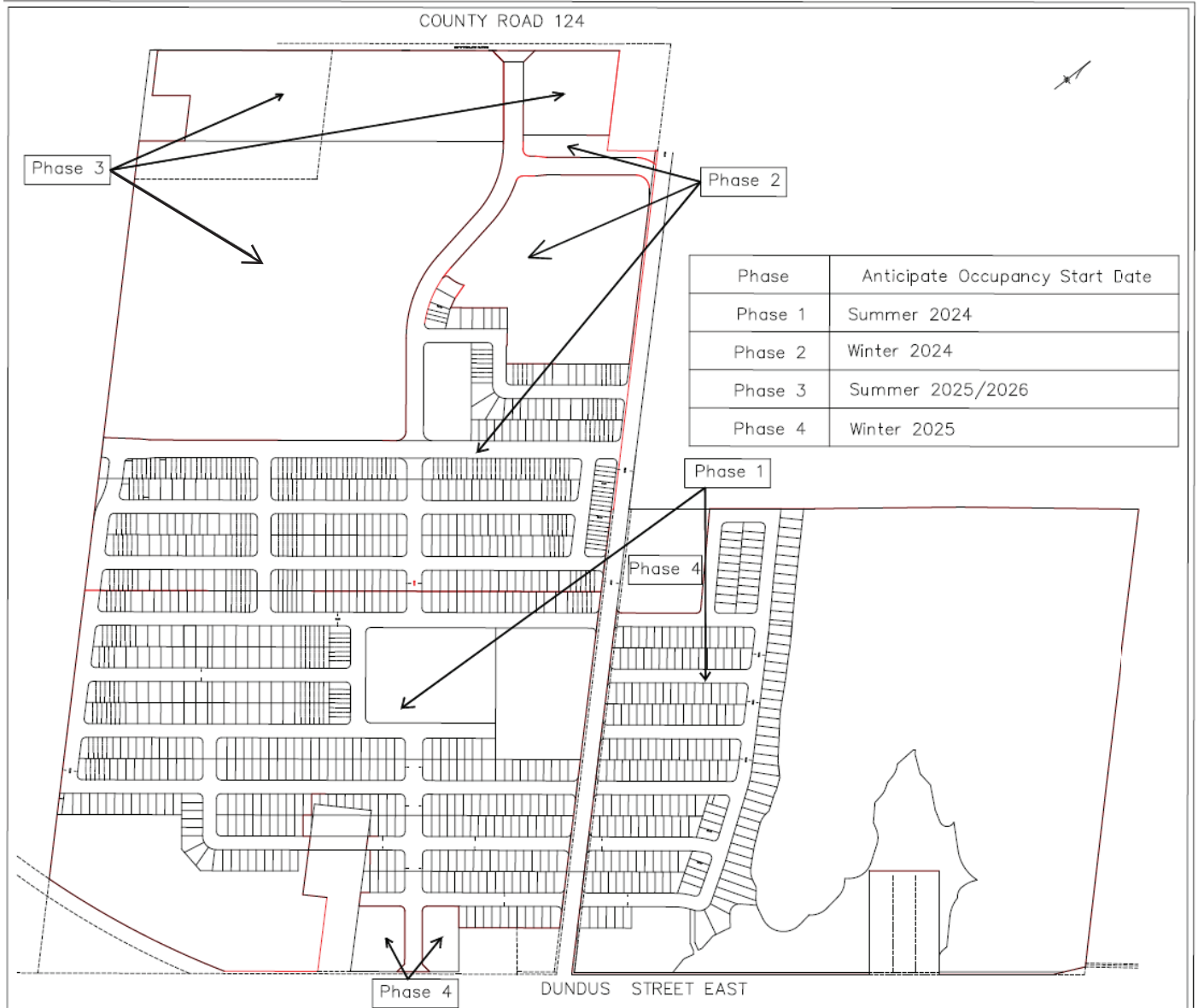
More specifically shown as on the Draft 61M-M-Plan prepared by Rady-Pentek & Edward Surveying Ltd.

As Job No. 21-029, CAD File No. 21029s02d, dated October 19, 2023.

SCHEDULE "B"**APPROVED REDUCED COPY OF THE PROPOSED M-PLAN**

The parties have agreed to the draft M-Plans for Phase 1 East and Phase 1 West. It, and other details relating thereto, can be viewed at the Town of Erin Municipal Offices at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 during business hours, Monday to Friday.

SCHEDULE "C" SCHEDULING OF PHASES



SCHEDULE "D"

DESCRIPTION OF APPROVED PLANS SPECIFICATIONS AND REPORTS

The Developer acknowledges that the Engineering Drawings and Reports listed below have not yet been approved by the Town, therefore additional changes and/or deletions may be necessary before the Town is in a position to approve them.

Engineering Drawings

Drawing No.	Title	Prepared By	Date
CVR	Drawings Cover Sheet	Schaeffers Consulting Engineers	5-Apr-23
GN-1	General Notes Part 1	Schaeffers Consulting Engineers	5-Apr-23
GN-2	General Notes Part 2	Schaeffers Consulting Engineers	5-Apr-23
GP-1	General Servicing Plan Part 1	Schaeffers Consulting Engineers	5-Apr-23
GP-2	General Servicing Plan Part 2	Schaeffers Consulting Engineers	5-Apr-23
GP-3	General Servicing Plan Part 3	Schaeffers Consulting Engineers	5-Apr-23
GP-4	General Servicing Plan Part 4	Schaeffers Consulting Engineers	5-Apr-23
WM-1	Water Distribution System Plan Part 1	Schaeffers Consulting Engineers	5-Apr-23
WM-2	Water Distribution System Plan Part 2	Schaeffers Consulting Engineers	5-Apr-23
WM-3	Water Distribution System Plan Part 3	Schaeffers Consulting Engineers	5-Apr-23
WM-4	Water Distribution System Plan Part 4	Schaeffers Consulting Engineers	5-Apr-23
GR-1	Grading Plan Part 1	Schaeffers Consulting Engineers	5-Apr-23
GR-2	Grading Plan Part 2	Schaeffers Consulting Engineers	5-Apr-23
GR-3	Grading Plan Part 3	Schaeffers Consulting Engineers	5-Apr-23
GR-4	Grading Plan Part 4	Schaeffers Consulting Engineers	5-Apr-23
GR-5	Grading Plan Part 5	Schaeffers Consulting Engineers	5-Apr-23
GR-6	Grading Plan Part 6	Schaeffers Consulting Engineers	5-Apr-23
GR-7	Grading Plan Part 7	Schaeffers Consulting Engineers	5-Apr-23
GR-8	Grading Plan Part 8	Schaeffers Consulting Engineers	5-Apr-23
GR-9	Grading Plan Part 9	Schaeffers Consulting Engineers	5-Apr-23
GR-10	Grading Plan Part 10	Schaeffers Consulting Engineers	5-Apr-23
GR-11	Grading Plan Part 11	Schaeffers Consulting Engineers	5-Apr-23

Drawing No.	Title	Prepared By	Date
GR-12	Grading Plan Part 12	Schaeffers Consulting Engineers	5-Apr-23
GR-13	Grading Plan Part 13	Schaeffers Consulting Engineers	5-Apr-23
GR-14	Grading Plan Part 14	Schaeffers Consulting Engineers	5-Apr-23
GR-101	Grading Plan (Dundas Street East)	Schaeffers Consulting Engineers	5-Apr-23
GR-102	Grading Plan (Dundas Street East)	Schaeffers Consulting Engineers	5-Apr-23
GRSS-1	Grading and Site Servicing Plan Temporary Sanitary Holding Tank	Schaeffers Consulting Engineers	2-Aug-23
TA-1	Storm Tributary Areas Plans (Part 1)	Schaeffers Consulting Engineers	5-Apr-23
TA-2	Storm Tributary Areas Plans (Part 2)	Schaeffers Consulting Engineers	5-Apr-23
TA-3	Storm Tributary Areas Plans (Part 3)	Schaeffers Consulting Engineers	5-Apr-23
TA-4	Storm Tributary Areas Plans (Part 4)	Schaeffers Consulting Engineers	5-Apr-23
TA-5	Storm Drainage Plan - Overland Flow Route (Part 5)	Schaeffers Consulting Engineers	5-Apr-23
TA-6	Future Storm Tributary Areas Plan (Part 6)	Schaeffers Consulting Engineers	5-Apr-23
TA-7	Future Storm Tributary Areas Plan (Part 7)	Schaeffers Consulting Engineers	5-Apr-23
TA-8	Future Storm Tributary Areas Plan (Part 8)	Schaeffers Consulting Engineers	5-Apr-23
TA-9	Future Storm Tributary Areas Plan (Part 9)	Schaeffers Consulting Engineers	5-Apr-23
TA-10	Sanitary Tributary Areas Plans (Part 1)	Schaeffers Consulting Engineers	5-Apr-23
TA-11	Sanitary Tributary Areas Plans (Part 2)	Schaeffers Consulting Engineers	5-Apr-23
TA-12	Sanitary Tributary Areas Plans (Part 3)	Schaeffers Consulting Engineers	5-Apr-23
TA-13	Sanitary Tributary Areas Plans (Part 4)	Schaeffers Consulting Engineers	5-Apr-23
TA-14	Future Sanitary Tributary Areas Plan (Part 5)	Schaeffers Consulting Engineers	5-Apr-23
TA-15	Future Sanitary Tributary Areas Plan (Part 6)	Schaeffers Consulting Engineers	5-Apr-23
TA-16	Future Sanitary Tributary Areas Plan (Part 7)	Schaeffers Consulting Engineers	5-Apr-23
TA-17	Future Sanitary Tributary Areas Plan Part 8	Schaeffers Consulting Engineers	5-Apr-23
TA-101	External Storm Tributary Areas Plan Elora-Cataract Trailway & Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
TA-102	External Sanitary Tributary Areas Plan Dundas Street East (Part 1)	Schaeffers Consulting Engineers	5-Apr-23
TA-103	External Sanitary Tributary Areas Plan Dundas Street East (Part 2)	Schaeffers Consulting Engineers	5-Apr-23

Drawing No.	Title	Prepared By	Date
DS-1	Internal Storm Design Sheets	Schaeffers Consulting Engineers	5-Apr-23
DS-2	External Storm Design Sheets	Schaeffers Consulting Engineers	5-Apr-23
DS-3	Internal Sanitary Design Sheet	Schaeffers Consulting Engineers	5-Apr-23
DS-4	External Sanitary Design Sheet	Schaeffers Consulting Engineers	5-Apr-23
DS-5	Dundas Street East Storm Sewer Design Sheets	Schaeffers Consulting Engineers	5-Apr-23
DS-6	Dundas Street East Sanitary Sewer Design Sheet	Schaeffers Consulting Engineers	5-Apr-23
PP-1	Plan and Profile – 10 th Line	Schaeffers Consulting Engineers	5-Apr-23
PP-1	Plan and Profile – 10 th Line	Schaeffers Consulting Engineers	5-Apr-23
PP-2	Plan and Profile – 10 th Line	Schaeffers Consulting Engineers	5-Apr-23
PP-3	Plan and Profile – 10 th Line	Schaeffers Consulting Engineers	5-Apr-23
PP-4	Plan and Profile – Street 3	Schaeffers Consulting Engineers	5-Apr-23
PP-5	Plan and Profile – Street 3	Schaeffers Consulting Engineers	5-Apr-23
PP-6	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-7	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-8	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-9	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-10	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-11	Plan and Profile – Street 9	Schaeffers Consulting Engineers	5-Apr-23
PP-12	Plan and Profile – Street 13	Schaeffers Consulting Engineers	5-Apr-23
PP-13	Plan and Profile – Street 13	Schaeffers Consulting Engineers	5-Apr-23
PP-14	Plan and Profile – Street 13	Schaeffers Consulting Engineers	5-Apr-23
PP-15	Plan and Profile – Street 15	Schaeffers Consulting Engineers	5-Apr-23
PP-16	Plan and Profile – Street 15	Schaeffers Consulting Engineers	5-Apr-23
PP-17	Plan and Profile – Street 15	Schaeffers Consulting Engineers	5-Apr-23
PP-18	Plan and Profile – Street 19	Schaeffers Consulting Engineers	5-Apr-23
PP-19	Plan and Profile – Street 14	Schaeffers Consulting Engineers	5-Apr-23
PP-20	Plan and Profile – Street 14	Schaeffers Consulting Engineers	5-Apr-23

Drawing No.	Title	Prepared By	Date
PP-21	Plan and Profile – Street 22	Schaeffers Consulting Engineers	5-Apr-23
PP-22	Plan and Profile – Street 17	Schaeffers Consulting Engineers	5-Apr-23
PP-23	Plan and Profile – Street 17	Schaeffers Consulting Engineers	5-Apr-23
PP-24	Plan and Profile – Street 16	Schaeffers Consulting Engineers	5-Apr-23
PP-25	Plan and Profile – Street 23	Schaeffers Consulting Engineers	5-Apr-23
PP-26	Plan and Profile – Street 18	Schaeffers Consulting Engineers	5-Apr-23
PP-27	Plan and Profile – Street 24	Schaeffers Consulting Engineers	5-Apr-23
PP-28	Plan and Profile – Street 24	Schaeffers Consulting Engineers	5-Apr-23
PP-29	Plan and Profile – Street 24	Schaeffers Consulting Engineers	5-Apr-23
PP-30	Plan and Profile – Street 24	Schaeffers Consulting Engineers	5-Apr-23
PP-31	Plan and Profile – Street 24	Schaeffers Consulting Engineers	5-Apr-23
PP-32	Plan and Profile – Street 29	Schaeffers Consulting Engineers	5-Apr-23
PP-33	Plan and Profile – Street 28	Schaeffers Consulting Engineers	5-Apr-23
PP-34	Plan and Profile – Street 27	Schaeffers Consulting Engineers	5-Apr-23
PP-35	Plan and Profile – Street 26	Schaeffers Consulting Engineers	5-Apr-23
PP-36	Plan and Profile – Street 25	Schaeffers Consulting Engineers	5-Apr-23
PP-37	Plan and Profile – Temporary Road Connection A, B	Schaeffers Consulting Engineers	5-Apr-23
PP-38	Plan and Profile – Street 2 & Street 10	Schaeffers Consulting Engineers	5-Apr-23
RM-1	Dundas ST. Removal Plan	Schaeffers Consulting Engineers	5-Apr-23
RM-2	Dundas ST. Removal Plan	Schaeffers Consulting Engineers	5-Apr-23
PP-101	Plan and Profile – 10th Line External	Schaeffers Consulting Engineers	5-Apr-23
PP-102	Plan and Profile – Elora-Cataract Trailway	Schaeffers Consulting Engineers	5-Apr-23
PP-103	Plan and Profile – Elora-Cataract Trailway	Schaeffers Consulting Engineers	5-Apr-23
PP-104	Plan and Profile – Elora-Cataract Trailway	Schaeffers Consulting Engineers	5-Apr-23
PP-105	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
PP-106	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
PP-107	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23

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Drawing No.	Title	Prepared By	Date
PP-108	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
PP-109	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
PP-110	Plan and Profile – Dundas Street East	Schaeffers Consulting Engineers	5-Apr-23
PP-111	Plan and Profile – Access Road (Future Erinville Drive)	Schaeffers Consulting Engineers	5-Apr-23
TM-1	Traffic Management Plan Part 1	Schaeffers Consulting Engineers	5-Apr-23
TM-2	Traffic Management Plan Part 2	Schaeffers Consulting Engineers	5-Apr-23
TM-3	Traffic Management Plan Part 3	Schaeffers Consulting Engineers	5-Apr-23
TM-4	Traffic Management Plan Part 4	Schaeffers Consulting Engineers	5-Apr-23
SEC-1	Crossing Sections 1-1 to 6-6	Schaeffers Consulting Engineers	5-Apr-23
SEC-2	Crossing Sections 7-7 to 13-13	Schaeffers Consulting Engineers	5-Apr-23
SEC-3	Crossing Sections A-A to E-E	Schaeffers Consulting Engineers	5-Apr-23
SWM-1-1	West Hybrid SWM Pond	Schaeffers Consulting Engineers	5-Apr-23
SWM-1-2	West SWM Pond Sections	Schaeffers Consulting Engineers	5-Apr-23
SWM-1-3	West SWM Pond Flow Control Structure	Schaeffers Consulting Engineers	5-Apr-23
SWM-1-4	West SWM Pond Details	Schaeffers Consulting Engineers	5-Apr-23
SWM-1-5	West SWM Pond Details	Schaeffers Consulting Engineers	5-Apr-23
SWM-2-1	East Hybrid SWM Pond	Schaeffers Consulting Engineers	5-Apr-23
SWM-2-2	East SWM Pond Section 1-1 to 3-3	Schaeffers Consulting Engineers	5-Apr-23
SWM-2-3	East SWM Pond Detail of Flow Control Structure	Schaeffers Consulting Engineers	5-Apr-23
SWM-2-4	East SWM Pond2 Detail of Outfall Headwall 1 & 2and Standard Details	Schaeffers Consulting Engineers	5-Apr-23
UT-1	Utility Coordination Plan Part 1	Schaeffers Consulting Engineers	5-Apr-23
UT-2	Utility Coordination Plan Part 2	Schaeffers Consulting Engineers	5-Apr-23
UT-3	Utility Coordination Plan Part 3	Schaeffers Consulting Engineers	5-Apr-23
UT-4	Utility Coordination Plan Part 4	Schaeffers Consulting Engineers	5-Apr-23
SC-1	Siltation Control Plan – Stage 1 – Phase I	Schaeffers Consulting Engineers	5-Apr-23
SC-1A	Siltation Control Plan – Stage 1 – Phase II	Schaeffers Consulting Engineers	5-Apr-23
SC-2	Siltation Control Plan – Details	Schaeffers Consulting Engineers	5-Apr-23

Drawing No.	Title	Prepared By	Date
SC-3	Siltation Control Plan – Sediment Control Pond 1	Schaeffers Consulting Engineers	5-Apr-23
SC-4	Siltation Control Plan – Sediment Control Pond 2	Schaeffers Consulting Engineers	5-Apr-23
SC-5	Siltation Control Plan – Sediment Control Pond 3	Schaeffers Consulting Engineers	5-Apr-23
SC-6	Siltation Control Plan – Sediment Control Pond 3	Schaeffers Consulting Engineers	5-Apr-23
SC-7	Siltation Control Plan – Sediment Control Pond 4	Schaeffers Consulting Engineers	5-Apr-23
SC-8	Siltation Control Plan – Rough Grading	Schaeffers Consulting Engineers	5-Apr-23
SC-9	Siltation Control Plan – Post Servicing	Schaeffers Consulting Engineers	5-Apr-23
CS-1	Construction Sequencing Plan	Schaeffers Consulting Engineers	5-Apr-23
D-1	Standard Town of Erin Cross Sections and Intersection Pedestrian Crossing Details	Schaeffers Consulting Engineers	5-Apr-23
D-2	Town of Erin Standard Drawings, Special Details	Schaeffers Consulting Engineers	5-Apr-23
D-3	Town of Erin Standard Drawings, Special Details	Schaeffers Consulting Engineers	5-Apr-23
D-4	Ontario Provincial Standard Drawings	Schaeffers Consulting Engineers	5-Apr-23
D-5	Ontario Provincial Standard Drawings	Schaeffers Consulting Engineers	5-Apr-23
BD-1	Benching Details	Schaeffers Consulting Engineers	5-Apr-23
LP1	Edge Restoration Landscape Plan	Into the Woods Landscape, Architecture & Arboriculture Ltd.	13-Apr-23
LP2	Edge Restoration Landscape Plan	Into the Woods Landscape, Architecture & Arboriculture Ltd.	13-Apr-23
LP3	West SWM Pond Landscape Plan	Into the Woods Landscape, Architecture & Arboriculture Ltd.	28-Feb-23
LP4	West SWM Pond Landscape Plan	Into the Woods Landscape, Architecture & Arboriculture Ltd.	2-May-23
LP4	Landscape Details & Notes	Into the Woods Landscape, Architecture & Arboriculture Ltd.	28-Feb-23
LP5	Landscape Details & Notes	Into the Woods Landscape, Architecture & Arboriculture Ltd.	2-May-23
LP6	SWM East Pond Landscape Plan	Into the Woods Landscape, Architecture & Arboriculture Ltd.	21-Mar-23
L100	Key Plan	Strybos Barron King Landscape Architecture	2-May-23

Drawing No.	Title	Prepared By	Date
L101	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L102	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L103	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L104	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L105	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L106	Landscape Plan	Strybos Barron King Landscape Architecture	2-May-23
L200	Details	Strybos Barron King Landscape Architecture	2-May-23
L201	Details	Strybos Barron King Landscape Architecture	2-May-23
L202	Details	Strybos Barron King Landscape Architecture	2-May-23
V107	Woodlot Trail Tree Inventory + Removals Plan	Strybos Barron King Landscape Architecture	11-Nov- 22
RC100	Existing Tree Inventory / Removals and Compensation Calculations Plan	Strybos Barron King Landscape Architecture	23-Mar- 23
SL-1	Solmar PH 1A Streetlighting System	RTG System Inc.	31-May- 23
SL-2	Solmar PH 1A Streetlighting System	RTG System Inc.	31-May- 23
SL-2	Solmar PH 1B Streetlighting System	RTG System Inc.	31-May- 23

Reports

Title	Prepared By	Date
Functional Servicing Report	Schaeffers Consulting Engineers	Nov-22
Stormwater Management Report	Schaeffers Consulting Engineers	Mar-23
Water Supply Analysis Report	Schaeffers Consulting Engineers	Nov-22
Operations and Maintenance Report	Schaeffers Consulting Engineers	Nov-22
Hydraulic Grade Line (HGL) Report	Schaeffers Consulting Engineers	Mar-23
Erosion & Sediment Control Report	Schaeffers Consulting Engineers	Dec-22
List of Exceptions and Deviations	Schaeffers Consulting Engineers	May-23
Environmental Impact Study Addendum Update	Palmer	11-Jun- 21
Environmental Impact Study	Palmer	20-Dec- 19
Supplementary Tech Memo for Peer Review Comment Responses	Palmer	3-Apr-23
Tree Inventory/Removal and Edge Management & Compensation Report	Strybos Barron King Landscape Architecture	23-Mar- 23

Title	Prepared By	Date
Geotechnical Assessment for Proposed Development	Soil Engineers Ltd.	13-Nov-20
Traffic Impact Study Addendum	LEA	Apr-22
Traffic Impact Study Erin Subdivision	LEA	20-Dec-19
Preliminary Report on the Stage 4 Excavation of the Site	Archaeological Assessments Ltd.	24-Jul-21
The Stage 3 Archaeological Assessment of the Site	Archaeological Assessments Ltd.	29-Jan-21
The Stage 2 Archaeological Assessment of the Equity Venture Group and National Properties Inc. Outstanding Lands	Archaeological Assessments Ltd.	6-Nov-20
The Stage 1 Archaeological Assessment of the Equity Venture Group	Archaeological Assessments Ltd.	21-Aug-19
1907-E246 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E247 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E248 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E246 Phase One ESA Report Part of Lot 17, Concession 10	Soil Engineers Ltd.	13-Dec-19
1907-E247 Phase One ESA Report 5507 10 th Line	Soil Engineers Ltd.	13-Dec-19
1907-E248 Phase One ESA Report Part of Lot 16 & 17, Concession 10	Soil Engineers Ltd.	13-Dec-19
Town of Erin and Wellington County Fiscal Impact Assessment	Altus Group	6-Jun-22
Heritage Impact Assessment	MW Hall Corporation	Dec-19
Cultural Heritage Impact Assessment	MHBC	Nov-20

SCHEDULE "E"
COST ESTIMATE OF
INTERNAL SUBDIVISION WORKS

PHASE 1 INTERNAL SUBDIVISION WORKS		
SECTION "A"	Sanitary Sewers and Appurtenances	\$ 2,134,400.00
SECTION "B"	Storm Sewers and Appurtenances	\$ 5,485,300.00
SECTION "C"	Stormwater Management Pond and Appurtenances	\$ 2,074,300.00
SECTION "D"	Waterworks and Appurtenances	\$ 3,078,300.00
SECTION "E"	Roadworks to Base Asphalt	\$ 4,076,100.00
SECTION "F"	Top Asphalt and Aboveground Works	\$ 2,019,400.00
SUB-TOTAL:		\$ 18,867,800.00
PHASE 1 EXTERNAL SUBDIVISION WORKS		
SECTION "A"	Sanitary Sewers and Appurtenances	\$ 6,262,900.00
SECTION "B"	Storm Sewers and Appurtenances	\$ 4,579,700.00
SECTION "D"	Waterworks and Appurtenances	\$ 1,034,300.00
SECTION "E"	Roadworks to Base Asphalt	\$ 687,100.00
SECTION "F"	Top Asphalt and Aboveground Works	\$ 292,400.00
SUB-TOTAL:		\$ 12,856,400.00
SUB-TOTAL INTERNAL & EXTERNAL:		\$ 31,724,200.00
ENGINEERING & CONTINGINIES (15%)		\$ 4,758,630.00
TOTAL COST ESTIMATE:		\$ 36,482,830.00

Note:

If the above security is not sufficient to rectify any default, the Town may recover from the Developer all costs and expenses incurred by the Town, whether directly or indirectly, with respect to the default of remedy thereof.

The estimates contained in this Schedule are for information purposes only and shall not restrict the rights of the Town, as set out in Section 3.2 of this Agreement, to draw on the cash or Letter of Credit up to the full remaining balance thereof to rectify any default (based on the full total cost as noted above) as set out therein, nor to require any increase in said Security as set out therein.

Notwithstanding Section 3.2.1(b), the Town agrees that the Developer may request a drawdown of securities prior to the issuance of the Certificate of Completion and Acceptance of Underground Works in respect of the sanitary connection.

SCHEDULE "F"
ADDITIONAL CONDITIONS

Town Standards

1. All Services required to be constructed, installed, erected or otherwise provided pursuant to this Agreement shall be designed, constructed and maintained in accordance with the following Town Standards:
 - a. Town of Erin Engineering Design Standards Manual
 - b. Credit Valley Conservation Stormwater Management Criteria
 - c. Wellington County

Urban Design Guidelines

2. The Developer agrees to:
 - (a) implement the approved Town of Erin Community & Architectural Design Guidelines, Urban Design Guidelines, for the Villages of Erin & Hillsburgh prepared by The Planning Partnership dated April 2021, as approved by the Town (the "Urban Design Guidelines");
 - (b) retain or engage a urban design reviewer, control architect or architectural design guidance consultant ("Design Guidance Consultant") to the satisfaction of the Town who will be responsible for ensuring that the buildings and structures to be constructed within the Lands are constructed in accordance with the Urban Design Guidelines;
 - (c) ensure that prior to the submission of individual building permit applications the Design Guidance Consultant has confirmed that the drawings have complied with the Urban Design Guidelines as outlined in Section 6.0 - Design Review and Process of Schedule "P";
 - (d) retain or engage another professional Design Guidance Consultant if the Town's periodic review of compliance with the Urban Design Guidelines demonstrates an inadequate enforcement of such guidelines by the Design Guidance Consultant; and
 - (e) obtain the prior written approval of the Town for any minor modifications to the proposed buildings and structures from the Urban Design Guidelines.

County

3. The Developer shall obtain entrance permits, where necessary, for new street entrances onto County Roads to the satisfaction of the County of Wellington Engineering Services Department.

Utilities

4. The Developer agrees that hydroelectric, telephone, gas and television cable services, and any other forms of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within appropriate easements as approved on the composite utility plan, to the satisfaction of the Town and authorized agencies and utilities.

5. The Developer shall enter into any agreement(s) required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

Canada Post

6. The Developer agrees to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post, and that where such facilities are to be located within public right of ways, they shall be approved on the composite utility plan and be in accordance with Town Standards in accordance with Condition of Draft Plan Approval number 74.

External Works

7. In conjunction with Phase 1 of the Development the Developer agrees to undertake the engineering design and construction of the following works:
 - a. The reconstruction of Dundas Street East from Wellington Road 124 to Erinlea Crescent in conjunction with the sanitary servicing, including replacement and/or upsizing of watermain, storm sewer, curbs, sidewalk and streetlights.
 - b. The urbanization of Dundas Street East from Erinlea Crescent to the 10th Line, including sanitary sewers, watermains, storm sewers, curbs, sidewalk and streetlights.
 - c. Construction of a new 300mm diameter watermain on the following streets:
 - i. On Street 2 from Street 13 to Wellington Road 124
 - ii. On Wellington Road 124 from Street 2 and connecting to the existing watermain at the intersection of Shamrock Road and Sideroad 17
8. The Developer acknowledges that the extent and scope of the following additional works to be completed as part of Phase 2 of the Development shall be determined through the Phase 2 Subdivision Agreement:
 - a. The reconstruction of Erinville Drive from Wellington Road 124 to Street 9, to an urban cross-section including replacement and/or upsizing of existing watermain, along with new storm sewers, curbs, sidewalk and streetlights.
 - b. The reconstruction of Dundas Street East (Sideroad 15) from 10th Line to Winston Churchill Blvd. with a new subbase (min 150mm granulars), 50mm HL4 asphalt.
 - c. The construction and integration of the new Elevated Water Tower, with approx. 3,500m³ of storage, on Block 906, within the Plan of Subdivision into the existing water system.
 - d. The development and integration of the new Municipal Well E9, located on Wellington Road 23 into the existing water system.
9. The Developer agree to enter an appropriate Agreement with the County related to the reconstruction of the following external roads to the satisfaction of the Town and County. The specific timing and phasing of the improvements will be determined through the agreement(s) with the County.

#	Intersection	Improvement	Timing
1	Wellington Road 124 & Winston Churchill Blvd (RR25)	Signalization including <ul style="list-style-type: none"> • West Bound Left Turn Lane • East Bound Left Turn Lane 	Phase 1

2	Wellington Road 124 (Main St.) & Dundas Street	Signal Optimization	Phase 1 – AM Phase 3 - PM
3	Wellington Road 52/Wellington Road 124 (Main St.) & Wellington Road 124	Signal Optimization	Phase 1 – AM and PM
4	Dundas Street East/Sideroad 15 and 10th Line	All-Way Stop Control with a South Bound Left Turn Lane	Phase 1
5	Wellington Road 124 & Street '2'/10th Line	Signalization including <ul style="list-style-type: none"> • West Bound Left Turn Lane • North Bound Left Turn Lane • East Bound Left Turn Lane • South Bound Left Turn Lane 	Phase 2
6	Wellington Road 124 (Main St.) & Erinville Drive	Signalization WBR Turn Lane (30m) SBL Turn Lane (35m)	Phase 3
7	Erin Park Drive & Erinville Drive/Street '1'	All-Way Stop Control	Phase 2

Conditions of Draft Plan Approval

10. The Developer agrees to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Developer further covenants and agrees that the acceptance of these measures will be subject to approval from the Chief Building Official. (Condition 14)

11. The Developer agrees to construct at its expense, and to the specifications outlined by the Town and the CVC, SWM ponds on Blocks 236 and 352, which the Developer shall convey to the Town without monetary consideration and free of all encumbrances. (Condition 18)

12. The following water infrastructure shall be completed by the Developer in accordance with the 2020 Water Environmental Assessment (EA) and Development Charges Background Study Water Components both completed by Triton Engineering, to the satisfaction of the Town prior to final approval:
 - a) The design and construction of 950m of trunk watermain from the intersection of Sideroad 17 & Wellington CR 23 to the future Water Tower on Block 906.

(Condition 21)

13. The following water infrastructure shall be completed by the Developer in accordance with the 2020 Water Environmental Assessment (EA) and Development Charges Background Study Water Components both completed by Triton Engineering, to the satisfaction of the Town as part of a subsequent phase of development:
 - a. The design and construction of 1,500m of trunk main on CR23 from the new Municipal Well to Sideroad 17.

(Condition 21)

14. The Developer covenants and agrees to be responsible for notifying individual purchasers of the exact Community Mailbox locations prior to the closing of any unit sale. (Condition 73)
15. The Developer acknowledges and agrees that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Standards has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Developer further covenants and agrees that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate. (Condition 88)
16. The Developer covenants and agrees that it will be responsible for distribution of the recycling containers, green bins and kitchen collectors and homeowner's informational material, which includes information on the timing of commencement of collection services by the County within the Subdivision, for each residential unit within the Subdivision. The Developer further covenants and agrees to contact the County at least four (4) weeks prior to first-unit occupancy for each phase of the development to arrange an appointment time to coordinate the timing, schedule and logistics for the distribution of recycling containers, green bins, kitchen collectors and homeowner's informational material that are to be collected by the Developer from the County and distributed to all units registered within that phase. (Condition 91)
17. The Developer covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Developer shall provide sufficient space for safe turning for these vehicles which meets any applicable Town and County engineering design standards. The Developer agrees that at times when the above described access cannot be provided, the Developer shall be responsible for removing all residential waste, recyclables and organics from the occupied units to an agreed-upon centralized location, satisfactory to the County, at the Developer's expense, for collection by the County. (Condition 92)
18. Prior to final approval of the plan or any phase thereof, the Developer agrees to submit detailed plans showing the proposed Phasing of the plan of subdivision, and a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks to the satisfaction of the Town and County. (Condition 103)
19. The Developer covenants and agrees that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. The Developer agrees that efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Developer further agree to topsoil and seed any rough graded area not proceeding to construction in a timely manner. (Condition 115)
20. The Developer agrees to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') streetlighting system in the Plan in accordance with Town Standards and specifications and the plans listed in Schedule "D". This Plan shall be provided with decorative streetlighting to the satisfaction of the Town. (Condition 119)
21. The Developer agrees to obtain any necessary permits from the Town of Erin and CVC prior to any site alteration.

22. The Developer agrees that any unused wells on the Lands shall be decommissioned according to the requirements of O. Reg. 903 under the *Ontario Water Resources Act*, R.S. O. 1990, c. O. 40 (Condition 123)
23. The Developer agrees to erect a subdivision sign on the property containing the following information:
- a. Identifying all proposed uses within the draft approved plan of subdivision;
 - b. Identifying off street parking restrictions to be imposed by the Town upon final acceptance of the subdivision;
 - c. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations; and,
 - d. To pay the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Town.
- (Condition 127)
24. The Developer agrees to save harmless the Town and County from any claim or action as a result of water or sanitary servicing not being available when anticipated. (Condition 129)

Upper Grand District School Board

25. The Developer agrees to install municipal services including, without limitation, storm and sanitary sewers, hydro, water, telephone, natural gas, and cable television; such services are to be of sufficient capacity and suitable to serve a school of the size to be constructed by the Upper Grand District School Board. Such services shall be installed at no cost to Upper Grand District School Board and at the boundary line, between the school site and the abutting public roadway at the most efficient location for the development of the school site. (Condition 135)
26. The Developer agrees to the undertake the following for the benefit of the Upper Grand District School Board:
- a) To grade the school site, including clearing, grubbing, engineered filing, where required, at the Developer's expense, prior to the completion date of the option agreement, in accordance with grading plans approved by the applicable municipality;
 - b) Not to stockpile soil on the school site and obtain written permission of the Board prior to making any physical changes to the school site, including, without limitation, prior to placing or removal of fill, grading, stripping, storage or access to the school site;
 - c) To install a paved roadway along each of the two sides of the school site that are to be flanked by a roadway, complete with street lighting, curbs, gutters, walkways, sidewalks and all other servicing works required by the Town so as to permit the issuance of a building permit for the construction of a school on the site
 - d) To install a 1.8 m galvanized chain link fence along the entire perimeter of the school site.
 - e) That any community mailboxes, temporary or permanent, will not be located on any boulevards adjacent to proposed school Block 363.
 - f) To provide the foregoing at no cost to the Board.

(Condition 135)

27. The Developer agrees to submit to the Upper Grand District School Board, at no cost to the Board, a report from qualified consultants concerning the suitability of

Block 363 for school construction purposes, relating to soil bearing capacity and composition, surface drainage, topography and environmental contaminants, including a Phase 1 Environmental Report. (Condition 141)

28. The Developer agrees 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.(Condition 144)
29. The Developer shall ensure that no one deposits any construction materials or refuse on the public elementary school site (shown as Block 353 on the Plan) and shall remove anything that is deposited within 24 hours of notification by the Town or the Upper Grand District School Board.

**1. SCHEDULE "G"
FEES AND CHARGES**

TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF ERIN AND
NATIONAL PROPERTIES

MONIES PAYABLE BY THE OWNER TO THE TOWN PRIOR TO EXECUTION OF THE AGREEMENT:

1.	Construction Security for the applicable stage of construction (details below) Per Part 3.1 & Schedule E	
	Internal & External Works plus 15% Eng. & Cont.	\$36,482,830
2.	Outstanding Owners Account – Legal	\$71,704,74
	Outstanding Owners Account - Engineering	\$90,508.14

MONIES PAYABLE BY THE OWNER TO THE TOWN OF ERIN AT BUILDING PERMIT ISSUANCE:

1.	Building Permit Fee	\$2200.00/unit
2.	Lot Grading Fee	\$500.00 per lot
3.	Lot Grading Deposit	\$1000.00 per lot
4.	Firebreak Lot Security	\$1000.00 per firebreak lot
5.	Development Charges payable at issuance of Building Permits (Single & Semi Detached)	\$43,035.00/unit (Excl. Wastewater)
6.	Development Charges payable at issuance of Building Permits (Multiples)	\$32,234.00/unit (Excl. Wastewater)

Note: If the actual fees and charges are less than estimated, the Town shall refund to the Developer the amount of any excess fees and charges paid by the Developer.

SCHEDULE "H"

CONVEYANCES AND EASEMENTS

1. Easements

1.1 Drainage and Servicing Easements

The Developer covenants and agrees that such drainage and servicing easements as may be required for access, utilities, servicing, drainage, and construction purposes, road widenings, road purposes or other municipal requirements shall be obtained and granted at the sole cost and expense of the Developer to the appropriate authority and shall be in the form as may be required by the appropriate authority or the Town Solicitor.

1.2 Easements to the Town for Grading and Drainage

The Developer shall provide to the Town a general license and easement for grading and drainage and re-entry purposes for twenty (20) years for all Lots/Blocks on the Plan.

1.3 Specific Easements to the Town for Municipal Purposes

R Plan	Schedule
<p>Rear Lot Catch Basins</p> <p>Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 Draft R Plan prepared by R-PE Surveying Ltd. as Job No. 21-382, CAD File 21382r02f, attached hereto as Schedule "H-1" for the purposes of rear lot catch basins.</p> <p>Temporary Lanes and Holdout Parcels</p> <p>Parts 10 and 11 on Draft R Plan prepared by R-PE Surveying Ltd. as Job No. 21-382, CAD File 21382r02f, attached hereto as Schedule "H-1", together with Part 2 on R- Plan 61R -22611 for temporary lanes between Street 18 and 17 (Tyler Drive and Gibson Drive), and Part 12 on the Draft R Plan prepared by R-PE Surveying Ltd. as Job No. 21-382, CAD File No. 21382r02f, attached hereto as Schedule "H-1", together with Part 1 on R Plan 61R-22611 for the laneways between Street 17 and 9 (Gibson Drive and Player Drive).</p> <p>Access Easements</p> <p>Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 on Draft R Plan prepared by R-PE Surveying Ltd. as Job No. 21-382, CAD File No. 21382r06a, attached hereto as Schedule "H-2", together with Parts 1, 2, 3, 4, 5 on Draft R Plan prepared by R-PE Surveying Ltd. as Job No. 21-029, CAD File No. 21029r02, attached hereto as Schedule "H-3" for the purposes of access easements to facilitate maintenance of retaining walls.</p>	

Credit Valey Conservation Authority Lands	
<p>The Developer shall obtain all necessary authorizations and permits to access the lands owned by Credit Valley Conservation (CVC) known municipally as the Elora Cataract Trailway (ECT), bearing PINS 71153-0129 (LT), 71155-0162 (LT) and Credit River Pine Estates bearing PIN 71155-0037 (LT) for the construction of stormwater linear works (the "Works") and the associated wetland and spillway features. Such Access Permit is to be granted by CVC under Ontario Regulation 102, Pursuant to Section 29 of the Conservation Authorities Act (R.S.O 1990 Chapter C.27) with all works and restoration of CVC lands to be completed by the Developer as shown and approved in the Drawings listed below:</p> <ul style="list-style-type: none"> • 4.41 EXT-PP-101, • 4.41 EXT-PP-102, • 4.41 EXT-PP-103, and • 4.41 EXT-PP-104 <p>Upon the completion of the stormwater linear works and restoration of the lands as approved by CVC, the Town of Erin shall work directly with CVC to obtain and register an Easement on title for the CVC lands known as the ECT for the assumption and long term operation and maintenance of the stormwater linear works by the Town. However, prior to any authorization or permits being provided from CVC to the Developer, the Town will provide CVC with a letter of written acknowledgement of the assumption (own, control, operate and maintain) of the Works on the ECT and the associated wetland and spillway features at the Credit River Pines Estates. The letter will also provide commitment by the Town to enter into an Easement Agreement with CVC upon the completion of the Works and agree to facilitate public communications on the temporary closures of CVC property.</p>	

1.4 **Utility Easements**

Utilities (telecommunications, Hydro, Gas, Cable TV, etc.) to be located within the road allowance at the locations shown on the typical road cross-section, approved as part of the Plans and Specifications. Easements for utilities located other than on road allowances, shall be provided by the Developer at site plan stage at such other locations as may be approved by the Town Engineer.

1.5 **Building Permits**

No building permits shall be issued until all the easements required to permit construction of the Services and the applicable utilities have been approved by the Town Engineer and the Town Solicitor and registered on title by the Town.

2. **Public Highways**

The public roads to be constructed, shown as Streets on the Plan, shall be conveyed and dedicated to the Town as public highways at no cost to the Town and free and clear of all liens and encumbrances.

3. **Conveyances**

3.1 The Developer shall convey or cause to be conveyed the following to the Town:

- (a) Block 352 & 236 for the purposes of a Storm Water Management Ponds;
- (b) Block 351 for the purposes of a Park;
- (c) Blocks 240, 241, 242 and 358 as Street Widening;
- (d) Blocks 354, 355, 356 as Walkways;
- (e) Blocks 239 as Trailhead Walkway;
- (f) Blocks 243, 244, 245, 246, 247, 248, 249, 359, 360, 361, 362, 363, 364, 365, 366 and 367 as 0.3 m reserves;
- (g) Block 237, 238 and 357 for the purposes of Open Space blocks.

3.2 **Upper Grand District School Board**

The Developer shall enter into an Option Agreement with the Upper Grand District School Board for the purchase and sale of the public elementary school site shown as Block 363 on the Draft Plan.

SCHEDULE “H-1”

The parties have agreed to the draft reference plan. It, and other details relating thereto, can be viewed at the Town of Erin Municipal Offices at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 during business hours, Monday to Friday.

SCHEDULE "H-2"

The parties have agreed to the draft reference plan. It, and other details relating thereto, can be viewed at the Town of Erin Municipal Offices at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 during business hours, Monday to Friday.

SCHEDULE "H-3"

The parties have agreed to the draft reference plan. It, and other details relating thereto, can be viewed at the Town of Erin Municipal Offices at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 during business hours, Monday to Friday.

SCHEDULE "I"
RESTRICTED BLOCKS

1. Firebreak

The following Lots marked with an "X" as shown on the attached schedule prepared by the Developer are currently identified as Firebreak. The Developer acknowledges that this Plan remains under review by the Fire Prevention Officer and both the number of fire break lots and their location are subject to change in accordance with section 9.4.2 of the Agreement at the discretion of the Town's Fire Prevention Officer.

SCHEDULE "J"

BLOCKS SUBJECT TO SITE PLAN CONTROL

The following Blocks are subject to Site Plan Control:

None

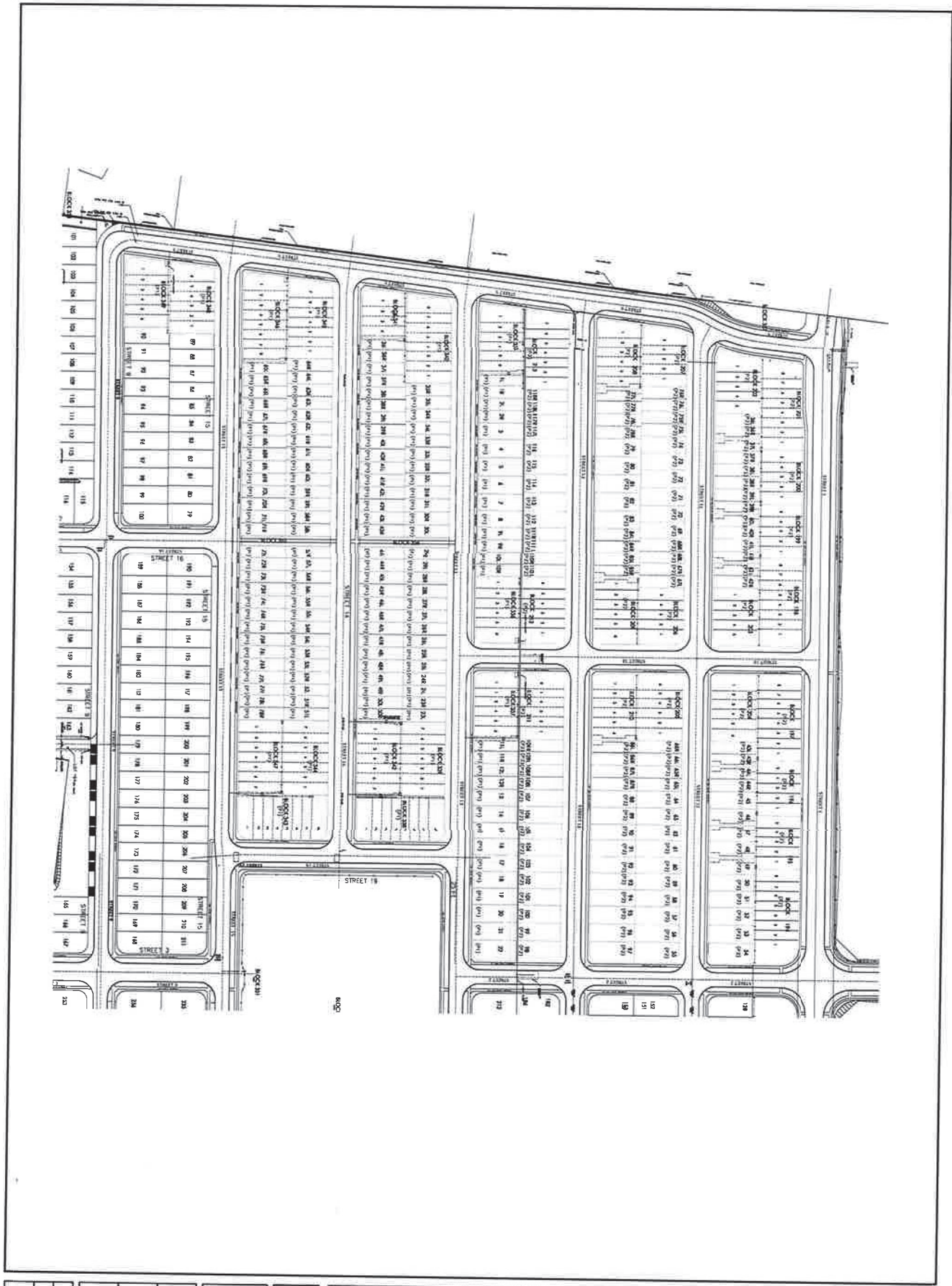
SCHEDULE "K"**PARKLAND WORKS**

The Developer shall rough grade, topsoil, seed and maintain free of stock piles and debris, unless otherwise agreed between the Town and the Developer, Park Block 351 within the subdivision to the satisfaction of the Town. The park block shall be maintained until such time as the parks have been constructed and formally assumed by the Town. The Developer shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Town.

In addition, the Developer agrees to construct a Trail from Block 239 through Block 237 & 238 to the satisfaction of the Town and CVC.

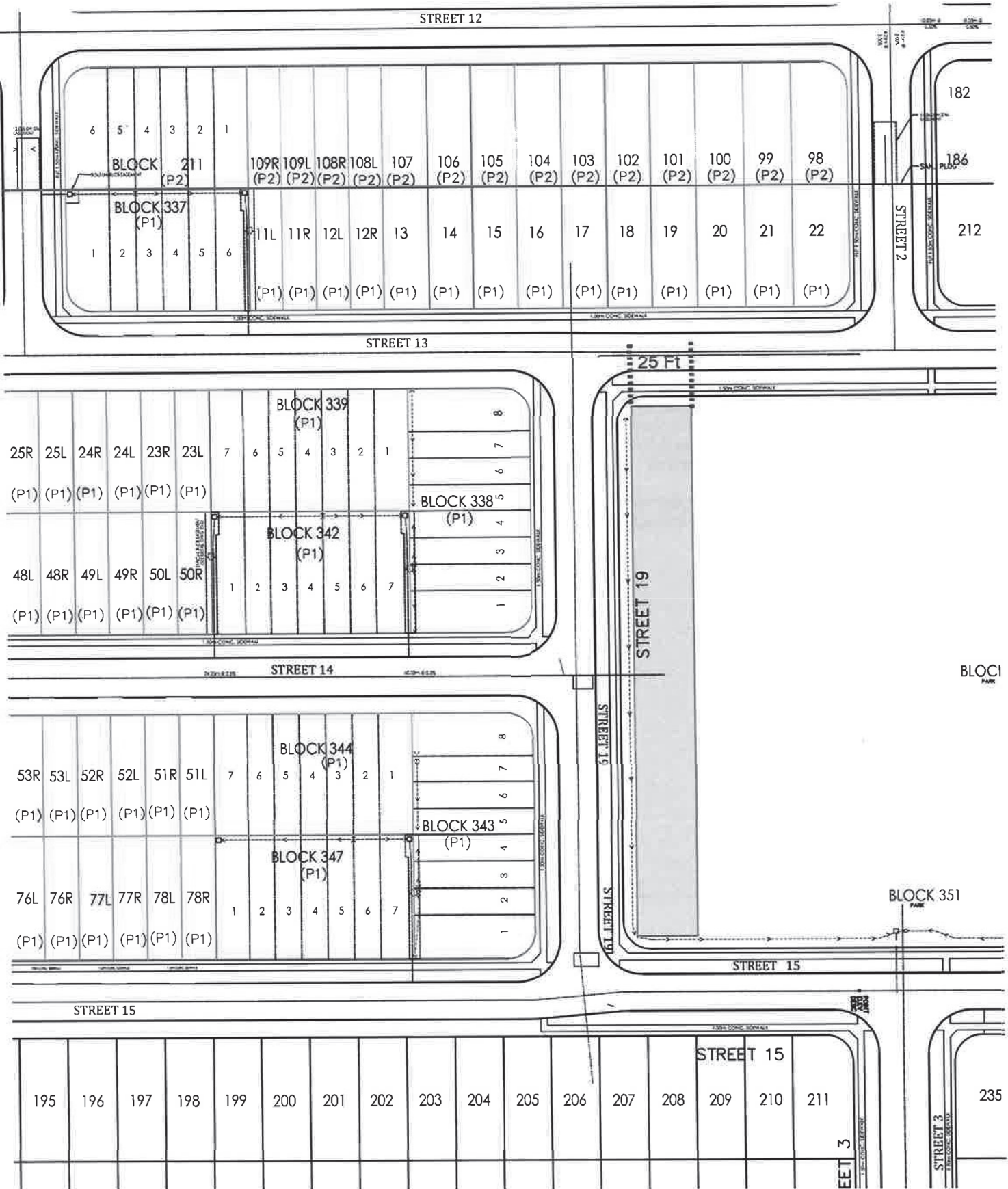
Notwithstanding sections 6.2.5, 8.2.1, and 8.13.4, the Developer shall be permitted to occupy and use the area indicated on the plan attached as part of Schedule "K" for the purposes of parking construction trailers/containers thereon for a period of one (1) year from the issuance of the first building permit in the subdivision. After this period has elapsed, the Developer shall rough grade, topsoil, seed and maintain free of stock piles and debris, Park Block 351 within the subdivision to the satisfaction of the Town. The Park Block shall be maintained until such time as the Park has been constructed and formally assumed by the Town.

The Developer shall be responsible for the design and construction of Park Block 351 to the satisfaction of the Town. The design of the Park Block 351 shall be approved by the Town and shall be constructed in accordance with the approved plans and drawings.



<p>THESE DRAWINGS AND THE TITLE TO BE LOCATED HEREIN ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT</p>	
<p>PROJECT LOCATION</p>	
<p>DATE: 08/11/2011 SCALE: 1/8"=1'-0"</p>	
<p>DESIGNED BY: ERIN CHECKED BY: PHH & PHZ (O/S)</p>	
<p>MARKETING PLAN</p>	
<p>OWNER: SOLMAR DEVELOPMENT CORPORATION</p>	
<p>ARCHITECT: PHH & PHZ (O/S)</p>	
<p>WWW.ANSBOSCH.COM 7000 246-5177 WWW.PHHANDPHZ.COM</p>	
<p>PHH & PHZ (O/S)</p>	

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
2	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
3	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
4	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
5	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
6	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
7	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
8	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
9	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
10	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
11	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
12	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
13	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
14	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
15	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
16	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
17	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
18	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
19	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)
20	ISSUED FOR PERMIT	08/11/2011	ERIN	PHH & PHZ (O/S)



SCHEDULE "L"

ACKNOWLEDGEMENT BY DEVELOPER AND DEVELOPER'S CONSULTING ENGINEER

TO: The Corporation of the Town of Erin ("Town")

FROM: _____
(the "Developer")

AND FROM: •, ("Developer's Consulting Engineer")

RE: Draft Plan of Subdivision, _____ ("Plan")

IN CONSIDERATION of the sum of two dollars (\$2.00) and other valuable consideration paid by the parties to each other, the receipt of which is hereby acknowledged, the Developer's Consulting Engineer and the Developer mutually agree that the Developer's Consulting Engineer shall act as the Developer's representative in all matters pertaining to the Plan. The Developer's Consulting Engineer acknowledges that he is aware of the terms of this Agreement and undertakes to provide the Town with thirty (30) days' notice before withdrawing his services.

The undersigned hereby acknowledge having read and understood the contents of the within Acknowledgement and agree to be bound by the terms of this Acknowledgement.

DATE: _____

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

DATE: _____

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE "M"

WARNINGS AND NOTICES

The Developer shall ensure that the following Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots or part Lots and further that said agreements shall require all subsequent Agreements of Purchase and Sale to contain the same. In any event the Developer undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use its best efforts to obtain acknowledgements executed by the same prospective purchasers on or before sale or transfer of any Lot or part Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies subsection 59(4) of the Development Charges Act. In addition, prospective purchasers are also hereby warned as follows:

Occupancy

Occupancy of any dwelling units within this development is illegal unless an Occupancy Certificate has been obtained the Town of Erin.

Development Charges

Purchasers are advised that this plan of subdivision is subject to the provisions of the Development Charges Act, as amended, and development charge by-laws applicable to the lands from time to time. Development charges for dwelling units are payable at the time of issuance of the building permit and therefore, pursuant to the by-law, are subject to increase until building permits are actually issued. The Town may refuse the issuance of building permits for any dwelling for which the development charge has not been paid. In addition, the Town may add unpaid development charges to the tax roll for the property and may collect such amounts as taxes.

Storm Water Facilities

Purchasers and tenants are advised that lands within ____ shall be used for a stormwater management facility. The said lands will contain stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

Neither the Developer nor the Township shall be responsible to provide any supervision of any kind on the said lands nor on the stormwater management facilities. Purchasers and tenants agree to release, indemnify and save harmless the Developer and Township from any and all claims arising from the use or occupation of said lands.

School Development

Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school.

In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.

Block 363 represents a potential school site. The construction of a public school in the community is not guaranteed. Attendance at a school yet to be constructed in the area is also not guaranteed.

Postal Service

Purchasers or tenants are advised that door-to-door postal service will not be available within this plan of subdivision.

Purchasers or tenants are advised that a community super mail box or group mail box will be located on the boulevard within the public road allowance and along private road locations within development blocks.

Park Development

Purchasers or tenants are advised that the adjacent Blocks ___ are designated for public park land and that these Blocks, when developed, may contain active lighted facilities for night-time events.

Fencing

Purchasers or tenants are advised that privacy fencing may be located on the blocks and that the fencing shall not be altered or removed. Purchasers or tenants are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the privacy fence that is located on the lot.

Right of Entry

Purchasers or tenants are advised that various provisions of the subdivision agreement provide that the Town shall be entitled to enter onto the lands within the plan of subdivision in order to carry out various inspections, repairs and maintenance activities.

Obstructions on Public Highway

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

Grading

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

Future Development on Adjacent Lands

Purchasers must be aware that the surrounding lands may be rezoned to allow for future development.

Agricultural Uses

There are nearby properties used for farming and/or the keeping of livestock. According to the Ontario Ministry of Agriculture Food and Rural Affairs "Farms can be noisy, dusty and have odours. Just like any other business, farms have a production schedule. During planting and harvesting season, there may be extra lights in a field at night or equipment working on the farm late in the day. Normal farm practices are activities that happen on the farm as part of day-to-day business. Some of these activities create

disturbances, such as noise, odour, flies and electrical wired fencing. The activities and disturbances that are considered normal farm practices are allowed to happen on a farm.”

Assumption of Municipal Services

Purchasers are advised that a considerable period of time may elapse before the municipal services are eligible for assumption under municipal by-law. The Developer is responsible for the maintenance of all municipal works until assumption of the subdivision.

Parking Requirements – Dwellings With Single Car Garages

For all units with single car garages purchasers are advised of the following:

- a. The Town’s parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
- b. The Town’s zoning by-law restricts the width of the driveway, this width may not allow two cars to park side by side; and,
- c. Overnight street parking is not permitted by the Town

Lots Abutting Natural Heritage, SWM Pond, or Open Space Block

Purchasers of any lot abutting a Natural Heritage, SWM Pond or Open Space Block shall be advised of the following:

Lands adjacent to this property have been conveyed to the Town of Erin for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.

SCHEDULE "N"

SOLICITOR'S CERTIFICATE OF TITLE

Letterhead of Law Firm Giving Title Opinion

Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Attention: _____

Dear Sir:

Re: *[Include reference to Schedule "A" and a brief legal description of the subject land defined to be (the "Land") as well as a description of the nature of the transfer to the Town (ie conveyance in fee simple, granting of an easement interest)]*

We act as solicitors for ● (the "Owner") in connection with the *[conveyance of the Land in fee simple / conveyance of easement interest in the Land]* (the "Conveyance") to the Town of Erin (the "Town") and in connection with the giving of a title opinion to the Town with respect to the Land.

For the purpose of this opinion, we have examined the title to the Land as disclosed by the records of the Land Registry Office for the *[insert land Titles or Registry]* Division of ● (No. ●) (the "LRO"), conducted necessary investigations as to the existence of prior corporate owners of all or part of the Land as disclosed by the records of the LRO in order to confirm the existence of each corporation during their respective period of ownership, conducted searches to ascertain any writs of execution or certificates of lien filed against the Owner and have undertaken the required off title enquiries and searches identified in Schedule C attached. In addition, we have made such other searches, enquiries and investigations as we considered necessary and relevant for the purposes of our title opinion having regard to the nature and location of the Land.

[NOTE: The enquiries/searches specified are the basic enquiries that must be carried out for the purpose conveying land interests to the Town. However, the Town relies on the opining solicitor to undertake such other searches and enquiries as they consider necessary or desirable having regard to the nature and location of the Land.]

We have obtained and relied upon statutory declarations and certificates where appropriate and have considered applicable questions of law. We have assumed with respect to documents examined by us, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as photocopies, facsimile, certified, conformed or notarial copies. We have also assumed the accuracy and currency of the indices and filing systems maintained at any public offices where we have conducted searches or made enquiries or caused such searches or enquiries to be conducted or made.

[NTD: If applicable, insert the following paragraph regarding any statutory declarations or certificates relied upon for the purpose of the opinion:

We have relied upon a statutory declaration of [Name of Owner / if Owner is a corporation or other entity, indicate the name and position of the signing officer], dated ●, 20●, in connection with Section 44(1) 1, 2, 3 and 4 of the Land Titles Act and certain factual matters which [is/are] relevant for the purpose of providing our opinion expressed in paragraph 1 below. We have also relied upon] a certificate of [Name of Owner / if Owner

is a corporation or other entity, indicate the name and position of the signing officer], dated ●, 20●, as to certain corporate matters which [is/are] relevant for the purpose of providing our opinion expressed in paragraphs 3 and 4 below.]

We are solicitors qualified to carry on the practice of law in the Province of Ontario. The opinion expressed extends only to the laws of the Province of Ontario and the federal laws of Canada applicable therein in force as of the date of this opinion.

Our enquiries and searches with respect to the Land confirm that:

- (a) the Land has not escheated to the Crown;
- (b) there are no unregistered easements affecting the Land claimed by Ontario Hydro or other hydro authority;
- (c) there are no outstanding work orders or deficiency notices and there is no record of non-compliance with applicable building or zoning by-laws;
- (d) there are no arrears in the payment of realty taxes;
- (e) there are no outstanding accounts for the supply of water or sewer services to the Land;
- (f) there are no restrictions imposed on the Land by the Ministry of Natural Resources; and
- (g) according to the records of the Ministry of the Environment, the Land has never been used as a waste disposal site, the names in the chain of title to the Lands do not appear in the index record maintained by the Ministry and there are no outstanding violations or action request notices with respect to the Land;
- (h) *[if appropriate, insert determinations based on additional searches and enquiries that were undertaken as being considered necessary or desirable].*

Based upon and subject to the foregoing, we are of the opinion that, as at ● p.m., ●, 20● :

1. The Owner is the registered owner in fee simple of the Land, free from any encumbrances, claims or liens, including any outstanding writs of execution that affect title to the Land, other than those liens, encumbrances, exceptions and qualifications to title set out in Parts I and II to Schedule B attached.
2. None of the documents identified in Schedule B, Part II referred to above, that are not being postponed, discharged or otherwise released, contain rights or remedies in favour of the parties thereto, or their respective successors and assigns, that could preclude, defeat, adversely affect or interfere with the *[Town's fee simple interest in the Land / ability of the Town to exercise the rights established through its easement interest in the Land]*.

[Where the Owner is a Corporation insert 3 and 4]

3. The Owner is an existing corporation pursuant to the ● *[insert applicable statute name]* and has not been discontinued or dissolved.
4. The Owner has the corporate power and authority and has taken all necessary corporate action to authorize the *[conveyance of the Land / grant of easement with respect to the Land]* to the Town.
5. The last registered instrument on title to the Land is ● *[insert Instrument #]*.

Notwithstanding that our fee for this opinion will be paid by the Owner, and that we act for the Owner in this transaction, we acknowledge that the Town is relying upon this title opinion. We consent and agree to such reliance. Although this opinion may be relied upon by the Town and its authorized agents for the purposes contemplated herein, it may

not be relied upon or quoted, in whole or in part, by any other person or entity for any other purpose without our prior written consent.

Yours truly,

[]

- [NOTES: *i) this opinion must be drafted with all applicable inserts and should accompany all agreements submitted to the Town. It must be forwarded directly to the Director of Legal Services or law clerk as applicable; and*
- ii) if this opinion is signed by a "Law Firm" a cover letter must be attached confirming the name of the solicitor providing the opinion]*

**SCHEDULE "A" (TO SCHEDULE "N")
LEGAL DESCRIPTION OF LAND**

Lands are registered in [*X*one]:

- REGISTRY
- LT ABSOLUTE
- LTCQ
- LT PLUS

[Insert PIN and brief legal description or a full metes and bound description if the Lands are in Registry.]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
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**SCHEDULE "B" (TO SCHEDULE "N")
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT ABSOLUTE]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
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**SCHEDULE "B" (TO SCHEDULE "N")
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT CONVERSION QUALIFIED (LTCQ)]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.
5. The exceptions and qualifications contained in section 44(1) 11 of the *Land Titles Act* to the date of conversion to LTCQ.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

**SCHEDULE "B" (TO SCHEDULE "N")
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT PLUS]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 3, 7, 8, 9, 10, 12 and 14.
5. The exceptions and qualifications contained in section 44(1) 11 of the *Land Titles Act* to the date of conversion to LTCQ.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

**SCHEDULE "B" (TO SCHEDULE "N")
ENCUMBRANCES/QUALIFICATIONS**

[Lands in Registry]

PART I – General Qualifications

- 1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
- 2. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
- 3. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
- 4. Where the registered owner is or a previous owner was a railway company, any interest that may be or may have been created by an instrument deposited in the office of the Secretary of State of Canada or the Registrar General of Canada, as the case may be, under section 81 of the *Railway Act* (Canada), or any predecessor thereof.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

**SCHEDULE "C" (TO SCHEDULE "N")
REQUIRED OFF TITLE SEARCHES AND ENQUIRIES**

1. Property taxes and local improvements (Tax Certificate to be obtained)
2. Town Building Division compliance certificate (as to existence of work orders, deficiency notices or non-compliance with applicable building or zoning by-laws)
3. Local and provincial hydro as to existence of unregistered hydro easements
4. Local water/sewer departments as to existence of arrears in charges
5. Ministry of Environment requirements
6. Ministry of Natural Resources requirements
7. Applicable corporate searches and enquiries

**EXAMPLES: OTHER OFF TITLE SEARCHES AND ENQUIRIES THAT MAY BE
NECESSARY DEPENDING ON THE NATURE AND LOCATION OF THE LAND
(not all inclusive)**

Existing leases where Town assuming	Crown Patent
Electrical Safety Authority	Fire Department
Elevating Devices	Ontario Heritage Act
Navigable Waters	PPSA Search
Business Improvement Area search	Cemeteries
Brownfields Site Registry	

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
-----------	---

SCHEDULE "O"
SURVEYOR'S CERTIFICATE

Paul Edward, B.Sc., O.L.S.
George T. Singh, B.Sc., P.Eng., O.L.S.
Youssef Wahba, B.Sc., O.L.S.

Ross DenBroeder, B.Sc.E., O.L.S.
Shan Goonewardena, B.Eng., O.L.S.
Aloka U. Kumaranayake, B.Eng., O.L.S.



643 Chrislea Road, Suite 7, Woodbridge, Ontario, L4L 8A3

www.r-pe.ca

Tel: (416) 635-5000, Fax: (416) 635-5001
Tel: (905) 264-0881, Fax: (905) 264-2099

December 14th, 2023

Town File No. 23T-12001

Town of Erin
5684 Trafalgar Rd.
Hillsburgh, ON N0B 1Z0

Re: O.L.S. Certification for Draft Plan Conformity
Part of Lot 16 and 17, Concession 10 (Geographic Township of Erin)
Town of Erin
National Properties Inc.
(R-PE Surveying Ltd. File No. 21-382)

To whom it may concern:

I, C. P. Edward, Ontario Land Surveyor of the City of Vaughan, hereby certify that the Proposed Plan of Subdivision is in general conformity with the Draft Plan of Subdivision prepared by KLM Planning Partners Inc. dated Nov 1, 2023 with the following exceptions:

-Block 367 (0.30 reserve) has been added

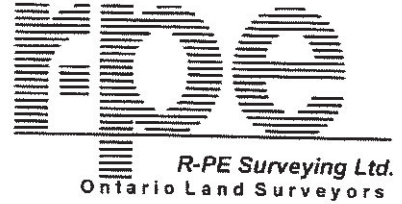
-Future development Blocks 382, 389 and 413 shown on Draft Plan of Subdivision have been added to the Proposed Plan of Subdivision as Lots 133, 140 and 164.

Yours truly,

C. P. Edward
Ontario Land Surveyor

Paul Edward, B.Sc., O.L.S.
 George T. Singh, B.Sc., P.Eng., O.L.S.
 Youssef Warba, B.Sc., O.L.S.

Ross DenBroeder, B.Sc.E., O.L.S.
 Shan Goonewardena, B.Eng., O.L.S.
 Aloka U. Kumaranayake, B.Eng., O.L.S.



643 Chrislea Road, Suite 7, Woodbridge, Ontario, L4L 8A3

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Tel: (416) 635-5000, Fax: (416) 635-5001
 Tel: (905) 264-0881, Fax: (905) 264-2099

December 14th, 2023

Town File No. 23T-12001

Town of Erin
 5684 Trafalgar Rd.
 Hillsburgh, ON N0B 1Z0

**Re: O.L.S. Certification for Draft Plan Conformity
 Part of Lot 16, Concession 11 (Geographic Township of Erin)
 Town of Erin
 National Properties Inc.
 (R-PE Surveying Ltd. File No. 21-029)**

To whom it may concern:

I, C. P. Edward, Ontario Land Surveyor of the City of Vaughan, hereby certify that the Proposed Plan of Subdivision is in general conformity with the Draft Plan of Subdivision prepared by KLM Planning Partners Inc. dated Nov 1, 2023.

Yours truly,

C. P. Edward
 Ontario Land Surveyor

SCHEDULE “P”**ARCHITECTURAL CONTROL GUIDELINES**

The parties have agreed to the Urban Design Guidelines Report. It, and other details relating thereto, can be viewed at the Town of Erin Municipal Offices at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 during business hours, Monday to Friday.

SCHEDULE "Q"

SPECIAL TERMS

1. The Developer acknowledges that the Town needs to achieve a Collective Minimum Wastewater Flow of 500 m³/day (0.5 MLD), or such lesser amount as may be determined by the Town, to be able to commission the Wastewater Recovery Facility (WRRF). This collective wastewater flow will be the combination of the wastewater flows from any new developments plus wastewater flows from any existing residential / commercial units that will be connected to the wastewater collection system.
2. Until such time as the Collective Minimum Wastewater Flow has been achieved, the Developer shall construct and maintain on-site wastewater holding tank(s) to collect the wastewater on site within the Plan of Subdivision. The wastewater holding tank(s) shall be designed and constructed to the satisfaction of the Town and in accordance with the Plans and Specifications shown in Schedule "D."
3. The Developer shall be required to submit a wastewater haulage plan to the Town for review and approval, as a condition to the issuance of Overall Occupancy Certificate(s). The wastewater haulage plan shall include executed contract(s) with approved wastewater haulers committing to being able to haul the proposed wastewater flows. The wastewater haulage plan shall also include specific details on the proposed collection schedule and disposal location(s) of the wastewater from the first occupancy until the Collective Minimum Wastewater Flow of m³/day has been achieved and the Town is proceeding with the commissioning the Wastewater Recovery Facility (WRRF).
4. The Developer's Engineer will submit a monthly summary report to the Town Engineer documenting the daily volume of the wastewater flows that were hauled from the wastewater holding tanks during the previous month. The Town Engineer will review this information in conjunction with information related to other new and/or existing connections outside the Plan of Subdivision and determine when the Collective Minimum Wastewater Flow has been achieved. The Developer's Engineer shall also confirm that the wastewater holding tank(s) were inspected and are working as intended, with any deficiencies identified and that they will be repaired by the Developer in a timely manner.
5. There shall be no direct connection between the wastewater collection system within the Plan of Subdivision to the Town's wastewater collection system until, the Town Engineer has confirmed that the Collective Minimum Wastewater Flow has been achieved.
6. The Developer shall be responsible for regular maintenance of the wastewater sewer system within the Plan of Subdivision, which shall include flushing of the sanitary sewers to remove silt and debris.
7. When the Collective Minimum Wastewater Flow has been achieved the Town shall permit the direct connection of the wastewater sewers within the Plan of Subdivision to the Town's wastewater collection system. Following the connection to the Town's wastewater collection system, the Developer will be responsible for the removal, decommissioning and disposal of the on-site wastewater holding tank(s).
8. Subject to the reimbursements provided for in clause 9, the Developer shall be responsible for all wastewater haulage costs and associated disposal costs until such time as the Collective Minimum Wastewater Flow has been achieved and the Town Engineer has provided written authorization to the Developer for the connection of the wastewater collection system within the Plan of Subdivision to the Town's wastewater collection system.
9. The Town intends on passing a by-law to impose fees and charges for sanitary sewage services applicable to the Plan of Subdivision ("Wastewater Collection Fees By-law"). The Town shall provide credits to the Developer for operations and maintenance costs paid by the Developer in connection with the wastewater haulage plan, calculated on a month-to-month basis that assumes a revenue split on collected fees and charges which allocates and applies a percentage toward the operational and maintenance costs of the Wastewater System and with the remaining percentage to be allocated and applied to the Town's

reserve fund for future replacement costs associated with the Wastewater System. This percentage split will be determined through the Wastewater Fees Background Study by the Town, prior to occupancy. The potential credit amount for the operational and maintenance costs for each month shall consist of the amounts invoiced and paid by the Developer for the operation and maintenance costs submitted to the Town in connection with the operation of the Wastewater System, including the hauling of the wastewater from the Plan of Subdivision. The Town shall remit to the Developer from the fees and charges collected from the residents of occupied dwelling units within the Plan of Subdivision, as imposed by the Wastewater Collection Fees By-law an amount equivalent to the portion of the total fees and charges collected by the Town for operational and maintenance costs of the Wastewater System on a monthly basis up to a maximum of the amount actually invoiced to, and paid by the Developer for operation and maintenance of the Wastewater System within the Plan of Subdivision. The Developer's entitlement to credits shall accrue from the date of occupancy of each dwelling unit within the Plan of Subdivision and the credits payable to the Developer by the Town shall be paid to the Developer within thirty (30) days of the collection of the relevant fees and charges by the Town.

10. Notwithstanding section 8.31.1, the Town agrees that the water distribution system, and storm sewer system, will be constructed, inspected and approved, and will be operational, before occupancy and that this shall not be a prerequisite to the issuance of building permits. The interim sanitary sewer system shall be constructed, inspected, and approved prior to occupancy and will be operated in accordance with the terms of this Schedule "Q" prior to the commissioning of the WWRF.
11. Notwithstanding section 9.1.2(g) a connection to the municipal sewer system shall not be required prior to the issuance of building permits for a Lot.
12. Notwithstanding Section 8.31 & 8.32, the external works associated with Phase 1 of the Plan of Subdivision, being the reconstruction of the Dundas Street East, the watermain on Erinville Drive and the watermain on Wellington on 124 (from Steet 2 to Shamrock Rd), shall be covered by a separate Certificate of Completion and Acceptance Works (External Works).
13. When the Town is satisfied that the External Works are substantially completed and the Developer and has supplied the Town with the following:
 - (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
 - (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the External Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance (External Works).
14. Notwithstanding the requirements of section 3.2.5(a)-(c), the Town may proceed with processing a reduction in Security if the Developer provides the Statutory Declaration referenced in section 3.2.5(d), which also addresses the requirements of sections 3.2.5(a) and 3.2.5(b), to the satisfaction of the Town.
15. The Maintenance Period for the External Works will commence when the Certificate of Completion and Acceptance (External Works) is issued and continue until the expiry of the maintenance period associated with the subdivision services as stipulated in Section 11.

16. Notwithstanding Section 10, Occupancy Permits will not be issued until the external watermain on Erinville Drive and on Wellington on 124 (from Steet 2 to Shamrock Rd), have been completed and are providing the necessary looping to the Municipal water system.
17. Notwithstanding Section 7.1.4, the Town acknowledges that the Developer may proceed with Phase 2 of the development in parallel with Phase 1 before potential deficiencies with the prior phase have been addressed or identified. Should the Town determine that identified deficiencies in a prior phase have not been addressed to its satisfaction, however, the Town may proceed at its discretion with cashing the securities held by it pursuant to the terms of this Agreement to rectify any such deficiencies.
18. In addition to the requirements of section 9.1.1 and 9.1.2, the Town may also refuse the issuance of a building permit for any Structure on any Lot unless the Developer has furnished the Town with satisfactory evidence that an agreement is in place with a licensed sewage hauler for the hauling of sewage from the Lands prior to the commissioning of the Water Resource Recovery Facility;
19. Notwithstanding section 9.1.1, the Town agrees that a Builder may request issuance of foundation/below-grade permits only prior to the requirements of Section 9.1 being met.

SCHEDULE "R"

DEVELOPMENT CHARGE CREDITS

The Developer shall be entitled to development charge credits, in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, for any work performed under the terms of this Agreement relating to the construction of works and services to which a Development Charge By-law relates ("External Works"), except such works or services which are Local Services.

In respect of works related to Town of Erin roads and infrastructure, Local Services shall include all works identified with the Town's Local Service Policy# FIN-007 which are either internal to the development, except where such works within the area of the Plan are servicing a function that provides a benefit that is external to the development itself which shall be External Works. Local Services shall also include all works that are external to the development but within the area to which the Plan relates, except where such works are servicing a function that provides a benefit that is external to the development itself which shall be External Works.

The Developer will be entitled to development charge credits for:

1. Design and construction of Park Block 351 beyond base park requirements.

The Developer may be entitled to development charge credits for External Works, including the following:

1. Reconstruction of Dundas Street East from Wellington Road 124 to Erinlea Crescent in conjunction with the sanitary servicing, including replacement and/or upsizing of watermain, storm sewer, curbs, sidewalk and streetlights [Schedule F s.7(a)];
2. Urbanization of Dundas Street East from Erinlea Crescent to the 10th Line, including sanitary sewers, watermains, storm sewers, curbs, sidewalk and streetlights [Schedule F, s.7(b)]

The Town and Developer acknowledge that discussions regarding the availability of development charges credits, including in respect of the External Works listed above, are ongoing and that the entitlement to credits has not been finally agreed upon or determined. The Town further acknowledges that certain External Works, including works that will be undertaken as part of Phase 2 or for the benefit of the County of Wellington may also be eligible for development charge credits, despite not being listed above. Any development charge credits for Phase 2 works or County of Wellington works will be determined through future subdivision agreements and agreements with the County, respectively. The specific eligible External Works to be constructed as part of Phase 1 of the subdivision along with the exact quantum of credits that the Developer is entitled to claim will be determined at a later date by way of amendment to this Agreement.

ATTACHMENT "3"

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND TITLES DIVISION OF WELLINGTON (No.61) AT 10:35 O'CLOCK ON THE 11th DAY OF APRIL, 2024 AND ENTERED IN PARCEL REGISTER(S) FOR PROPERTY IDENTIFIER(S) 71153-0403 AND 71153-0402 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. 1112001

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF WELLINGTON (No.61)

THIS PLAN COMPRISES PART OF P.L.N. 71153-0403 AND PART OF P.L.N. 71153-0402 AND PARTS OF BLOCKS 351 AND 353 ALL SUBJECT TO AN EASEMENT IN GROSS AS SET OUT IN INST. No. WC719891

PLAN OF SUBDIVISION OF PART OF LOTS 16 AND 17 CONCESSION 10 (GEOGRAPHIC TOWNSHIP OF ERIN) TOWN OF ERIN COUNTY OF WELLINGTON

SCALE 1:1000
 R-PE SURVEYING LTD., O.L.S.
 METRIC
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

- NOTES**
- DENOTES MONUMENT SET
 - DENOTES MONUMENT FOUND
 - ▣ DENOTES SHORT STANDARD IRON BAR
 - ▢ DENOTES STANDARD IRON BAR
 - ▧ DENOTES IRON BAR
 - ▨ DENOTES PROPERTY IDENTIFIER NUMBER
 - P.L.N. DENOTES PLAN IDENTIFIER NUMBER
 - PL1 DENOTES PLAN 61R-10128
 - PL2 DENOTES PLAN 61R-10128
 - PL3 DENOTES PLAN 61R-10128
 - PL4 DENOTES PLAN 61R-10128
 - PL5 DENOTES PLAN 61R-10128
 - PL6 DENOTES PLAN 61R-22523
 - (R20) DENOTES R-PE SURVEYING LTD., O.L.S.
 - (S75) DENOTES BLACK SHOEMAKER.
 - (R25) ROBINSON & DONALDSON LIMITED, O.L.S.
 - (R26) DENOTES W.M. GARR, O.L.S.
 - (R29) DENOTES M.B. WONG, O.L.S.
 - (L17) DENOTES J.E. PRINCE, O.L.S.
 - (L23) DENOTES D.J. CULLEN, O.L.S.
 - (L41) DENOTES VAN HARTEN SURVEYING INC., O.L.S.
 - (N) DENOTES NOT IDENTIFIED
 - ORP DENOTES OBSERVED REFERENCE POINT

FOR BEARING COMPARISONS TO PL1 A COUNTER CLOCKWISE ROTATION OF 0° 38' 20" WAS APPLIED TO CONVERT FROM ASTROMERIC BEARINGS TO GRID BEARINGS.
 FOR BEARING COMPARISONS TO PL3 A COUNTER CLOCKWISE ROTATION OF 0° 35' 05" WAS APPLIED TO CONVERT FROM ASTROMERIC BEARINGS TO GRID BEARINGS.
 FOR BEARING COMPARISONS TO PL4 A COUNTER CLOCKWISE ROTATION OF 0° 38' 15" WAS APPLIED TO CONVERT FROM ASTROMERIC BEARINGS TO GRID BEARINGS.
 FOR BEARING COMPARISONS TO PL5 A COUNTER CLOCKWISE ROTATION OF 0° 41' 15" WAS APPLIED TO CONVERT FROM ASTROMERIC BEARINGS TO GRID BEARINGS.

INTEGRATION NOTE
 BEARINGS ARE GRID, UTM, NAD83 (CGRS:CRIVE:2010.0), DERIVED FROM OBSERVED REFERENCE POINTS (N) AND BY USING CANMET REAL-TIME NETWORK (RTN) No. 2012010037 (NORTHING: 4860917.470, EASTING: 575208.236).
 COORDINATES ARE UTM ZONE 17, NAD83 (CGRS:CRIVE:2010.0), TO URBAN ACCURACY PER SEC. 14 (2) OF OREG. 216/10, AND CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

POINT	NORTHING	EASTING
ORP (N)	4848614.79	575433.71
ORP (E)	4848038.51	575401.19

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999612.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE 14th DAY OF DEC. 2023.
 DATE 18th JAN. 2024

C.P.E.O.
 C. J. EDWARDS
 ONTARIO LAND SURVEYOR
 THIS PLAN OF SURVEY IS SUBJECT TO THE PROVISIONS OF THE LAND TITLES ACT AND TO THE PLAN SUBMISSION FORM NUMBER V-68317

OWNER'S CERTIFICATE
 I HEREBY CERTIFY THAT:
 1. LOTS 16 TO 356, BOTH INCLUDING BLOCKS 335 TO 357, BOTH INCLUDING STREET MOWING, NAMELY BLOCK 358, 0.30 RESERVE, NAMELY BLOCKS 359 TO 357, BOTH INCLUDING, THE MOWING OF MACKLEMAN ROAD, PLAYER DRIVE (BOTH PORTIONS), MOLOZZI STREET, CONBOY DRIVE, GEAR AVENUE, TYLER AVENUE (BOTH PORTIONS), WEST ROAD, GIBSON DRIVE (FOUR PORTIONS), BROWN STREET, SUTTON ROAD AND STEER ROAD HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
 2. THE STREETS AND STREET MOWING, NAMELY BLOCK 358 ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS TO THE CORPORATION OF THE TOWN OF ERIN.

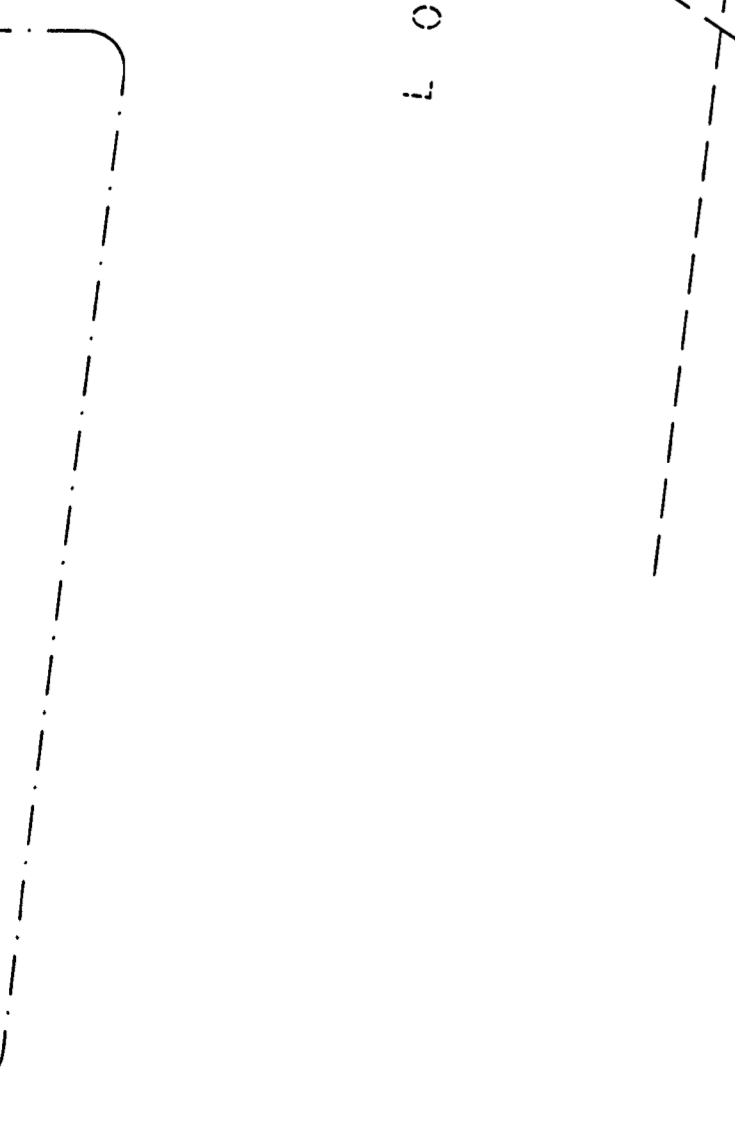
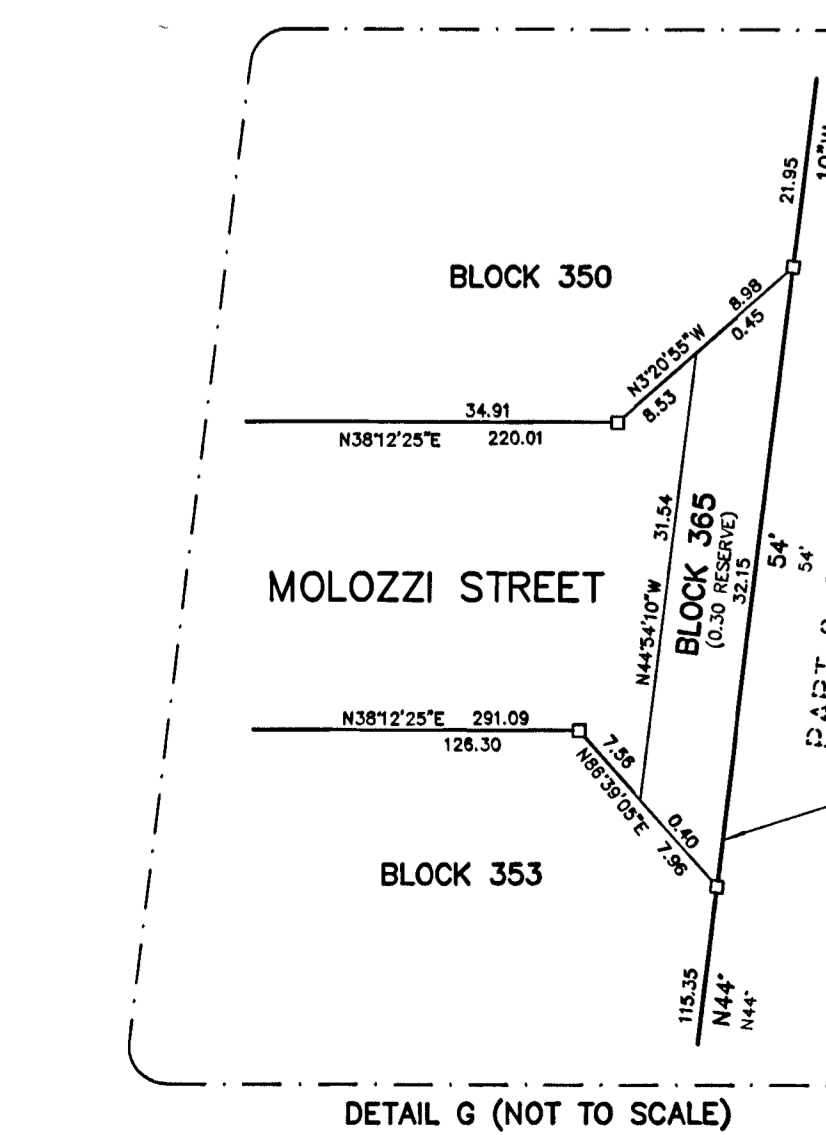
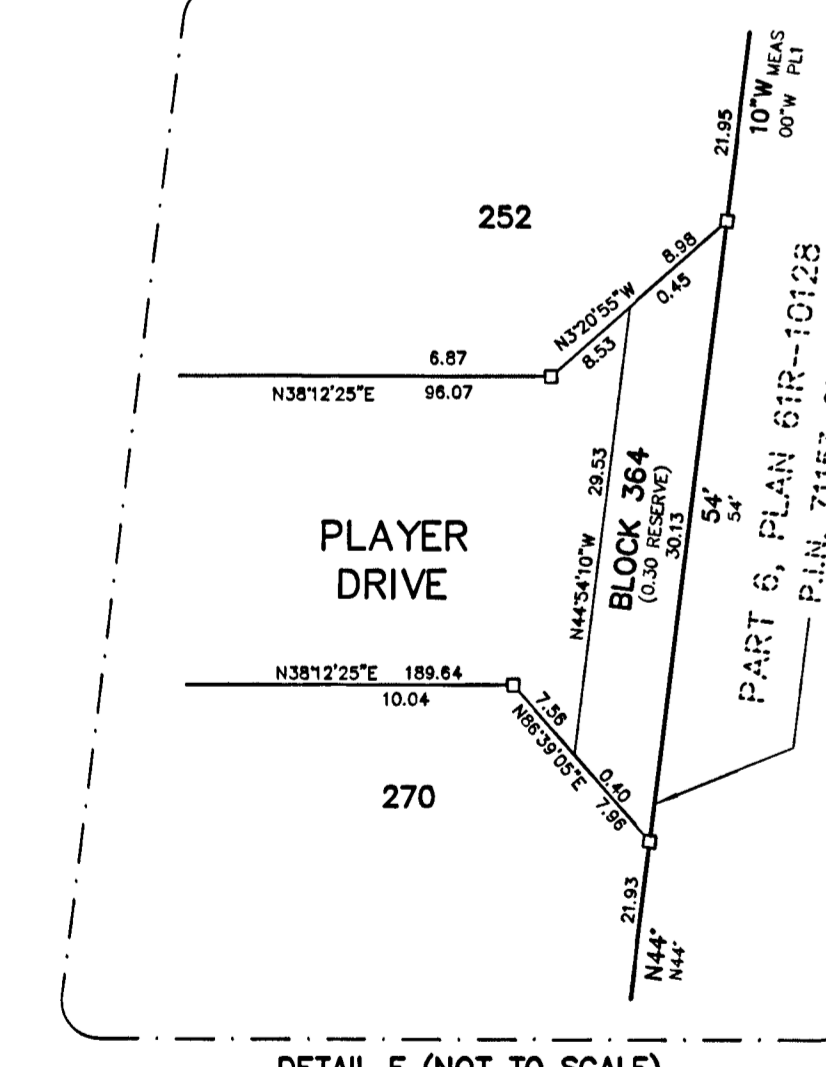
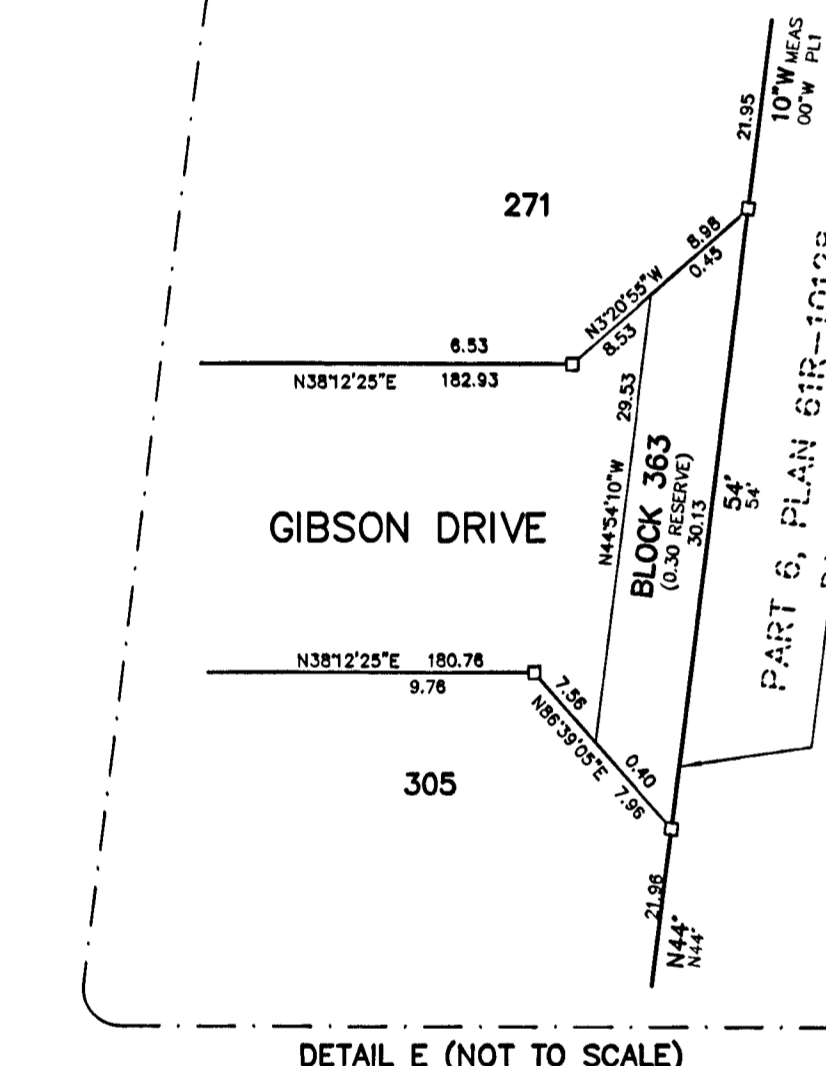
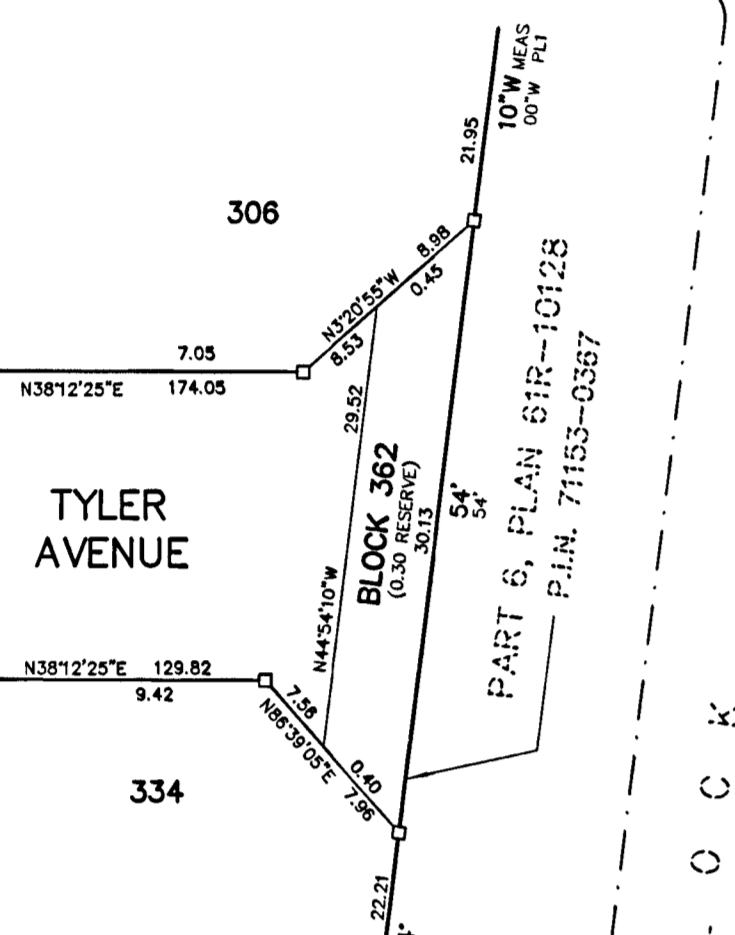
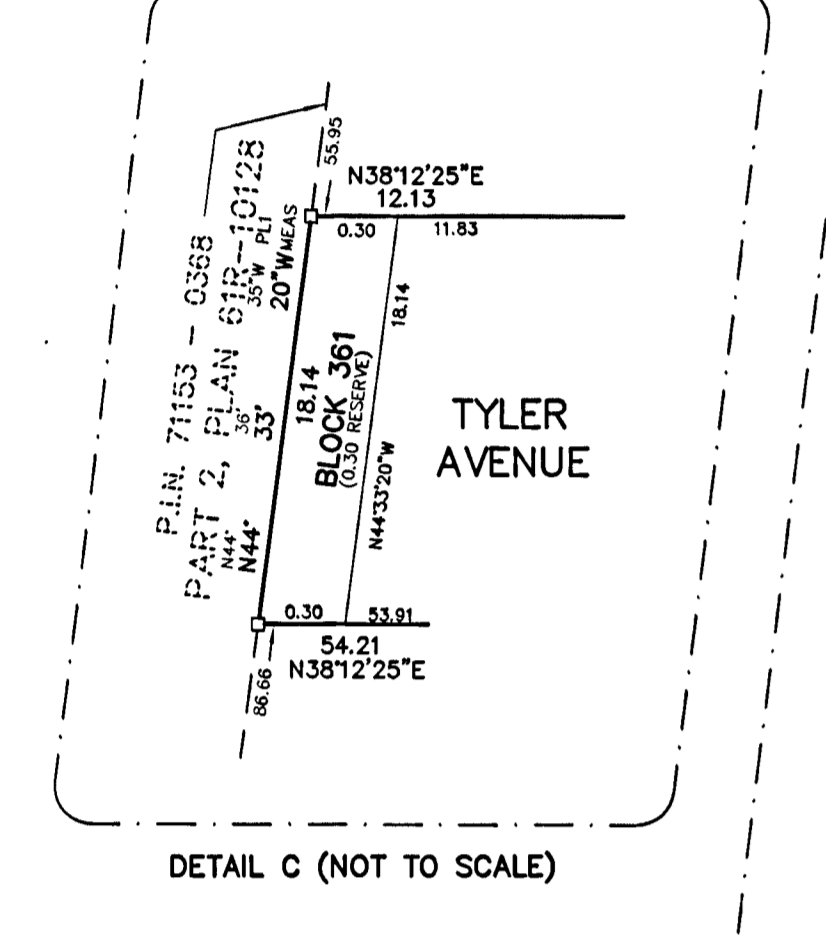
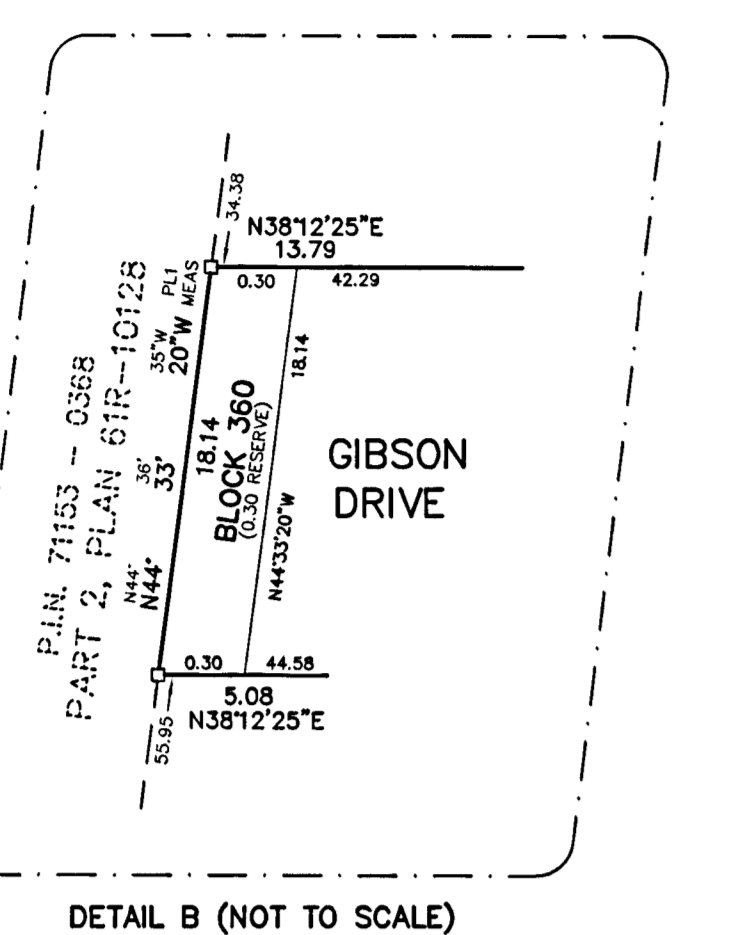
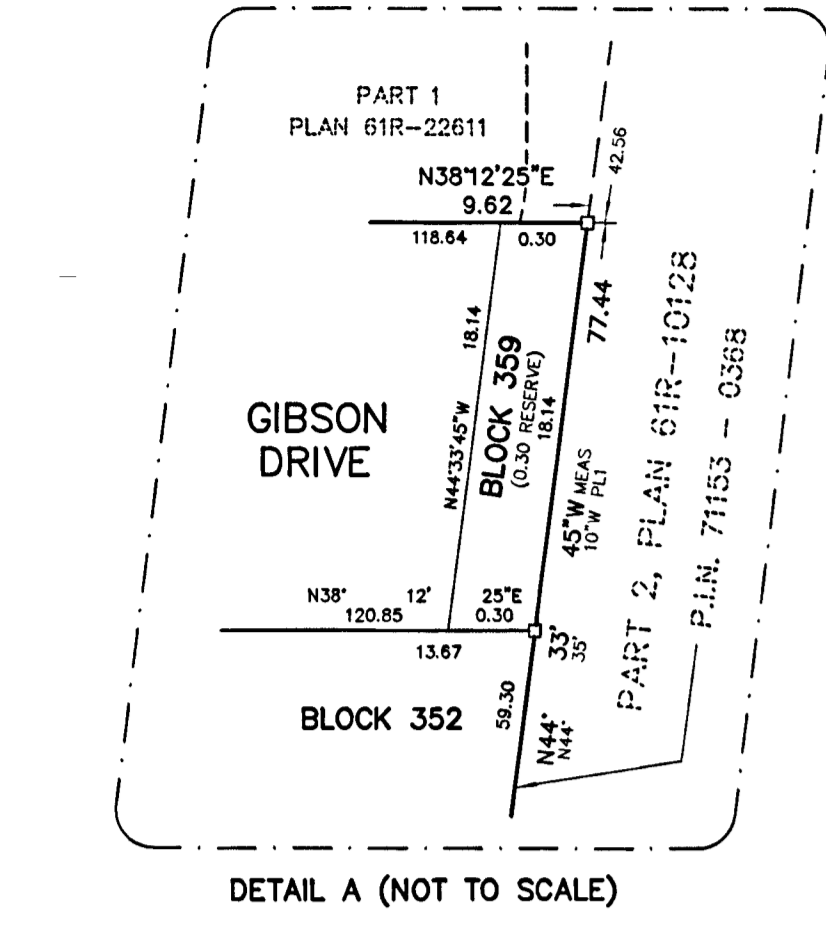
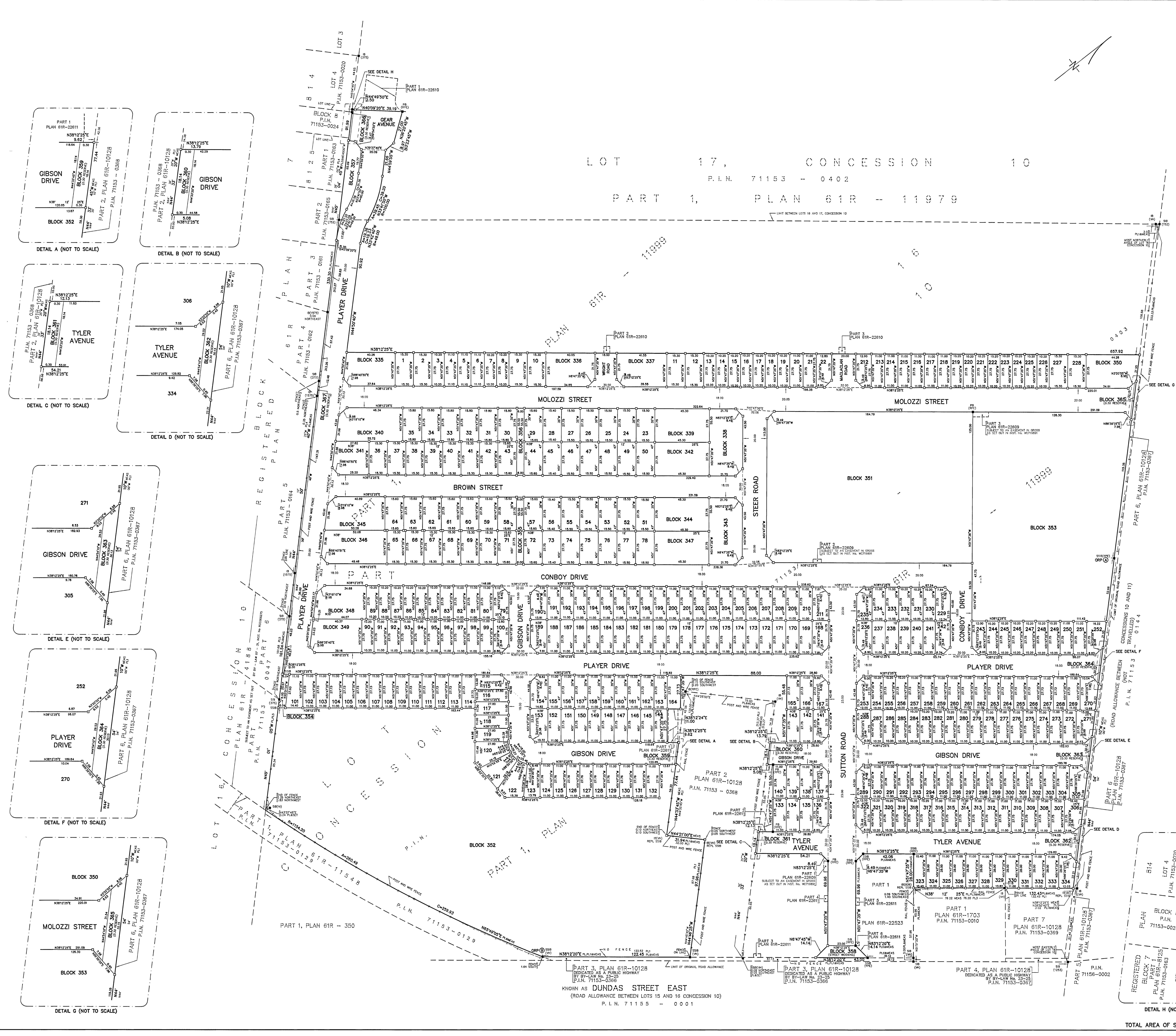
NATIONAL PROPERTIES INC.
 DATED THE 28th DAY OF MARCH 2024.

BENNY MAROTTA
 AUTHORIZED SIGNING OFFICER
 I HAVE THE AUTHORITY TO BIND THE CORPORATION

MUNICIPAL APPROVAL
 237-12001
 APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT, R.S.O. 1990, c.213 AS AMENDED BY THE CORPORATION OF THE COUNTY OF WELLINGTON
 THIS 4th DAY OF APRIL 2024

ALDO L. SALIS M.Sc., B.E.C., M.C.P., R.P.P.
 DIRECTOR OF PLANNING AND DEVELOPMENT

R-PE SURVEYING LTD.
 ONTARIO LAND SURVEYORS
 643 Christie Road, Suite 7
 Woodbridge, Ontario, L4L 8A3
 Tel: (416) 635-5000 Fax: (416) 635-5001
 Tel: (905) 264-0381 Fax: (905) 264-2099
 Website: www.r-pe.ca
 DRAWN: A.K./C.D.S. CHECKED: C.P.E.
 JOB No. 21-382 CAD FILE No. 2138201a
 Oct 19, 2023 - 13:17:27 phase 2



LOT 17, CONCESSION 10
 P.L.N. 71153 - 0402
 PART 1, PLAN 61R - 11979

KNOWN AS DUNDAS STREET EAST
 (ROAD ALLOWANCE BETWEEN LOTS 15 AND 16 CONCESSION 10)
 P.L.N. 71153 - 0001

ATTACHMENT "4"

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF WELLINGTON (No.61) AT 10:35 O'CLOCK ON THE 11th DAY OF APRIL 2024 AND ENTERED IN PARCEL REGISTER(S) FOR PROPERTY IDENTIFIER(S) 71153-0404 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. UC 126628

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF WELLINGTON (No.61)

THIS PLAN COMPRISES PART OF P.L.N. 71153-0404.

LOT 17
CONCESSION 11
P.L.N. 71153 - 0003

PLAN OF SUBDIVISION OF
PART OF LOT 16
CONCESSION 11
(GEOGRAPHIC TOWNSHIP OF ERIN)
TOWN OF ERIN
COUNTY OF WELLINGTON

SCALE 1:1000

R-P-E SURVEYING LTD., O.L.S.

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

- NOTES**
- DENOTES MONUMENT SET
 - DENOTES MONUMENT FOUND
 - SB DENOTES SHORT STANDARD IRON BAR
 - SB DENOTES STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - P.L.N. DENOTES PROPERTY IDENTIFIER NUMBER
 - PL DENOTES PLAN 61R-20082
 - PL1 DENOTES PLAN 61R-11118
 - PL2 DENOTES PLAN 61R-10087
 - (752) DENOTES WAL. CORR. O.L.S.
 - (1175) DENOTES J.R. FINNEO O.L.S.
 - (1253) DENOTES D.J. CULLEN LTD.
 - (151) DENOTES VAN HARTEN SURVEYING INC. O.L.S.
 - REF. DENOTES REPLACED WITH
 - (N) DENOTES NOT IDENTIFIED
 - ORP DENOTES OBSERVED REFERENCE POINT
- DUE TO CONSTRUCTION ACTIVITIES ALL SET MONUMENTS ARE PLASTIC BARS UNLESS OTHERWISE NOTED.
- FOR BEARING COMPARISONS TO PL2 A COUNTER CLOCKWISE ROTATION OF 0° 38' 20" WAS APPLIED TO CONVERT FROM ASTRONOMIC BEARINGS TO GRID BEARINGS.
- FOR BEARING COMPARISONS TO PL3 A COUNTER CLOCKWISE ROTATION OF 0° 37' 55" WAS APPLIED TO CONVERT FROM ASTRONOMIC BEARINGS TO GRID BEARINGS.

INTEGRATION NOTE

BEARINGS ARE GRID, UTM, NAD83 (CSRS/CNRS 2010.0), DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) USING CANMET REAL-TIME NETWORK (RTN) No. 20120110037 (NORTHING: 4860917.470, EASTING: 579296.230).

COORDINATES ARE UTM ZONE 17, NAD83 (CSRS/CNRS 2010.0), TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.E.G. 216/10, AND CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

POINT	NORTHING	EASTING
ORP (A)	4540358.13	575664.85
ORP (B)	4548304.95	575665.45

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999612.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 14th DAY OF DEC. 2023.

DATE 18th JAN. 2024

C. P. EDWARD
ONTARIO LAND SURVEYOR
THIS PLAN OF SURVEY RELATES TO ADSL PLAN SUBMISSION FORM NUMBER V-68318

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

- LOTS 1 TO 235, BOTH INCLUSIVE, BLOCKS 236, 237, 238 AND 239, STREET ENDINGS, NAMELY BLOCKS 240, 241 AND 242, 0.55 RESERVES, NAMELY BLOCKS 243 TO 249, BOTH INCLUSIVE, THE STREETS, NAMELY HENSHAW DRIVE, ORR AVENUE, SPIERS ROAD, FERGUSON STREET, STANLEY LEITCH DRIVE AND MUNDELL ROAD, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
- THE STREETS AND STREET ENDINGS, NAMELY BLOCKS 240, 241 AND 242 ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS TO THE CORPORATION OF THE TOWN OF ERIN.

NATIONAL PROPERTIES INC.

DATED THE 26th DAY OF MARCH 2024.

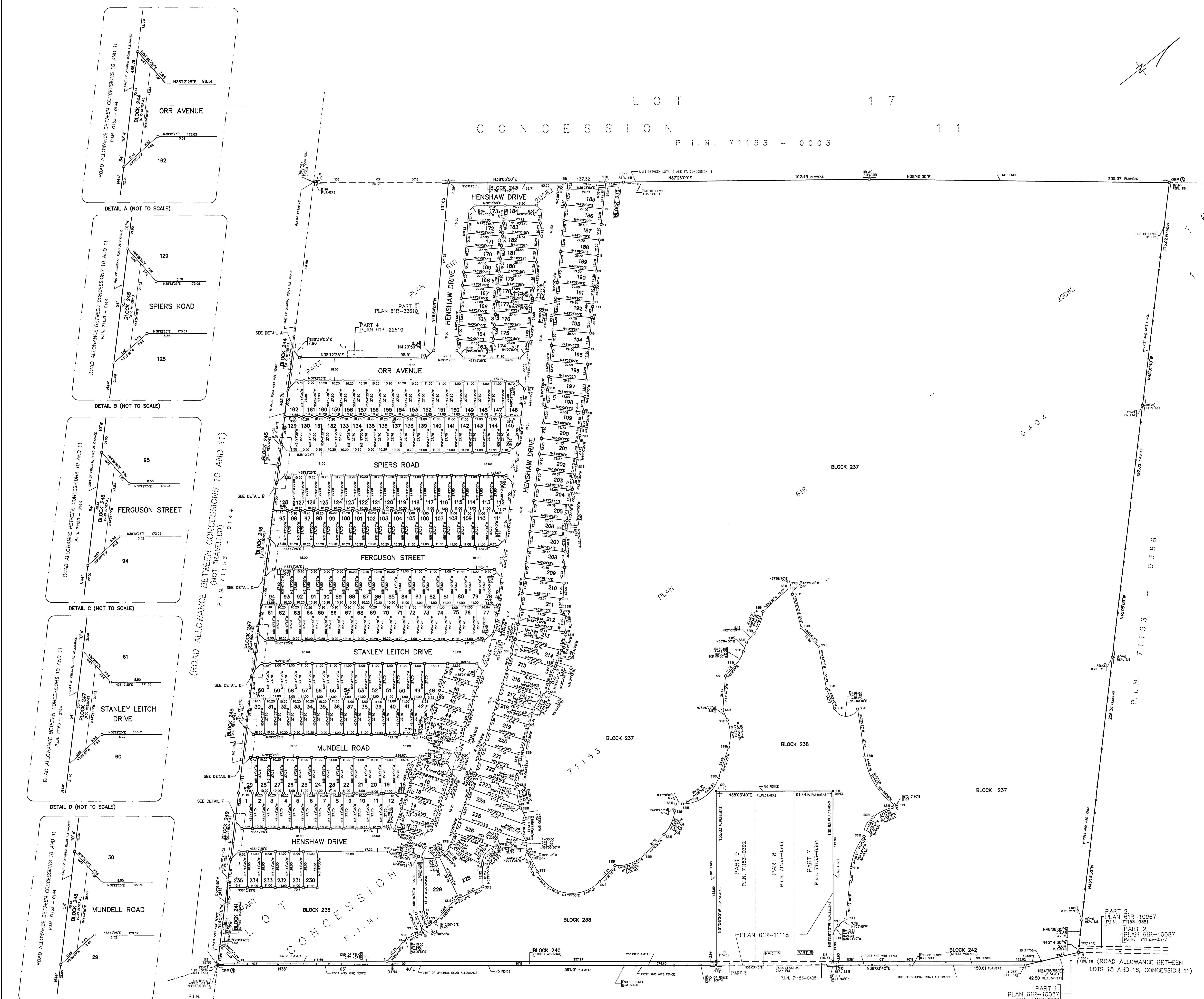
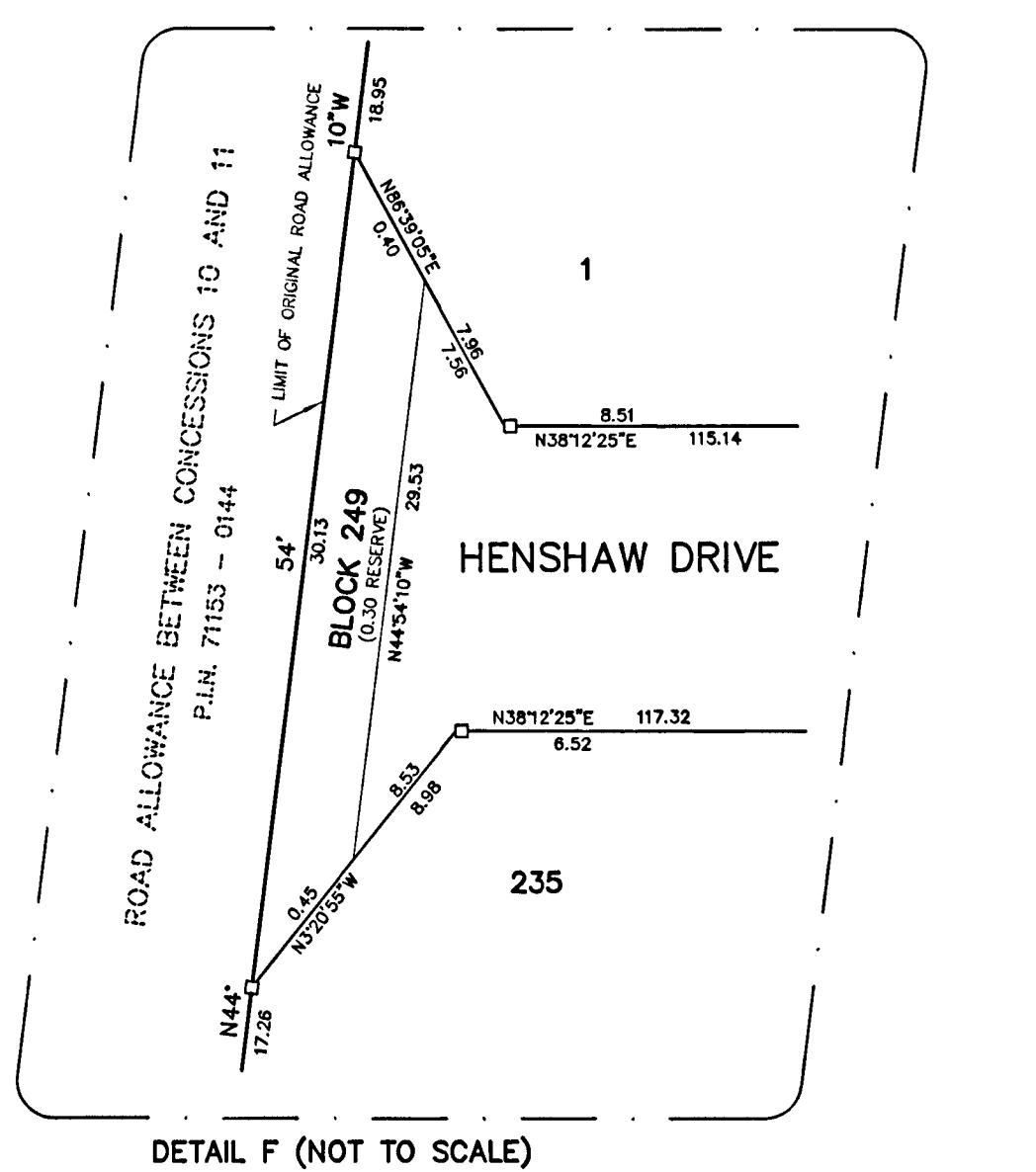
BENNY MAROTTA
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO BIND THE CORPORATION

MUNICIPAL APPROVAL

23T-12001
APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT, R.S.O. 1990, c.P.13 AS AMENDED BY THE CORPORATION OF THE COUNTY OF WELLINGTON

THIS 4th DAY OF APRIL 2024

ALDO L. SALIS M.Sc., B.Sc., M.C.P., R.P.P.
DIRECTOR OF PLANNING AND DEVELOPMENT



KNOWN AS DUNDAS STREET EAST
(ROAD ALLOWANCE BETWEEN LOTS 15 AND 16, CONCESSION 11)
P.L.N. 71153 - 0001

ATTACHMENT "5"

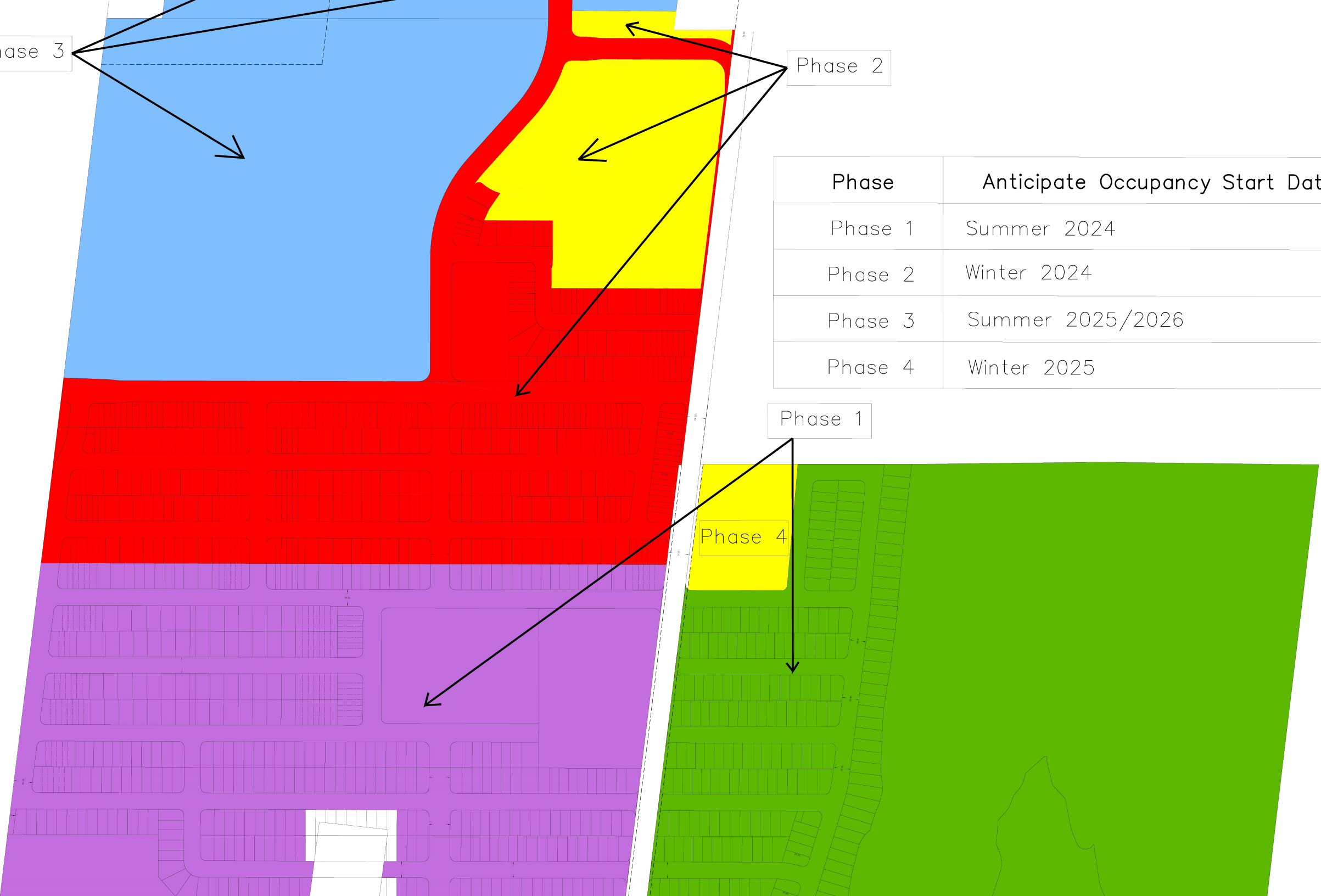
Phase 3

Phase 2

Phase	Anticipate Occupancy Start Date
Phase 1	Summer 2024
Phase 2	Winter 2024
Phase 3	Summer 2025/2026
Phase 4	Winter 2025

Phase 1

Phase 4



ATTACHMENT "6"

PLAN OF SUBDIVISION OF PART OF LOTS 16 AND 17 CONCESSION 10

(GEOGRAPHIC TOWNSHIP OF ERIN) TOWN OF ERIN COUNTY OF WELLINGTON

SCALE 1:1000

R-PE SURVEYING LTD., O.L.S.

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES

- DENOTES MONUMENT FOUND
SSIB DENOTES SHORT STANDARD IRON BAR
SB DENOTES STANDARD IRON BAR
B DENOTES IRON BAR
PB DENOTES PLASTIC BAR
P.L.N. DENOTES PROPERTY IDENTIFIER NUMBER
PL1 DENOTES PLAN 61R-10128
PL2 DENOTES PLAN 61R-2588
PL3 DENOTES PLAN 61R-11979
PL4 DENOTES PLAN 61R-22754
(782) DENOTES W. H. CARB, O.L.S.
(1521) DENOTES DOLLIVER SURVEYING INC., O.L.S.
(WH) DENOTES VAN HARTEN SURVEYING INC., O.L.S.
ORP DENOTES OBSERVED REFERENCE POINT
ALL FOUND MONUMENTS ARE BY R-PE SURVEYING LTD., O.L.S. UNLESS NOTED OTHERWISE

INTEGRATION NOTE

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) USING CANNET REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS-GRV96.2010.1)

Table with 3 columns: POINT, NORTHING, EASTING. Rows include ORP (A), ORP (B), and 2012010037.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999612.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 0°38'30" COUNTER CLOCKWISE WAS APPLIED TO PL1 TO CONVERT TO GRID BEARINGS.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 7th DAY OF JUNE 2024.
DATE: 7th JUNE 2024

A. U. KUMARANAYAKE
ONTARIO LAND SURVEYOR

OWNER'S CERTIFICATE

- THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 185, BOTH INCLUSIVE, BLOCKS 186 TO 222, BOTH INCLUSIVE, STREET WIDENING, NAMELY BLOCK 223, 0.30 RESERVE, NAMELY BLOCK 224, STREETS NAMELY MILLER WAY, MACLACHLAN ROAD (BOTH PORTIONS), MURPHY STREET, MACDOUGALL STREET, GEAR AVENUE, SANDERS ROAD (THREE PORTIONS), MCGILL AVENUE (THREE PORTIONS) AND WRIGHT ROAD HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. THE STREETS AND STREET WIDENING, NAMELY BLOCK 223, ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS TO THE CORPORATION OF THE TOWN OF ERIN.

NATIONAL PROPERTIES INC.

DATED THE 7th DAY OF JUNE 2024.

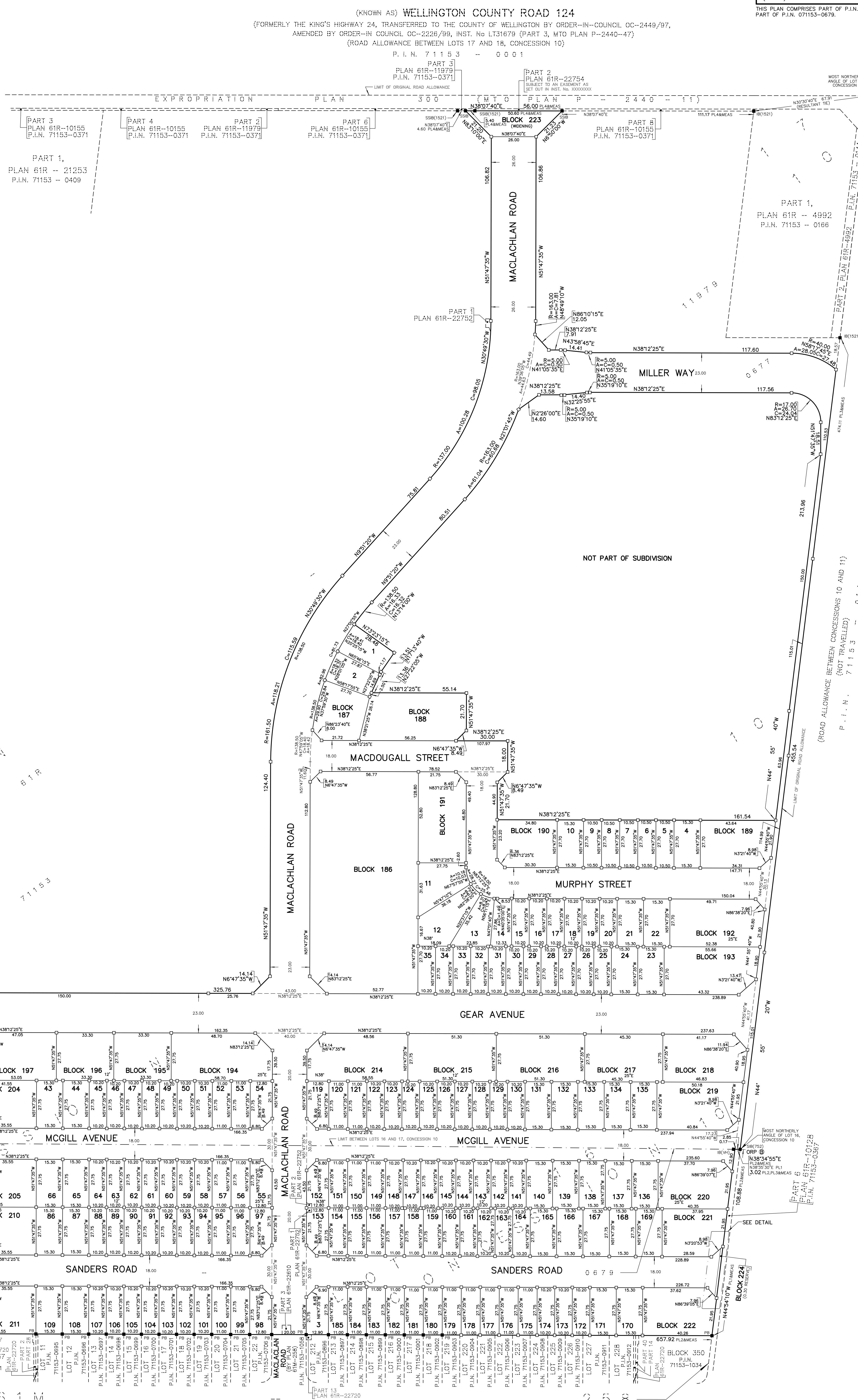
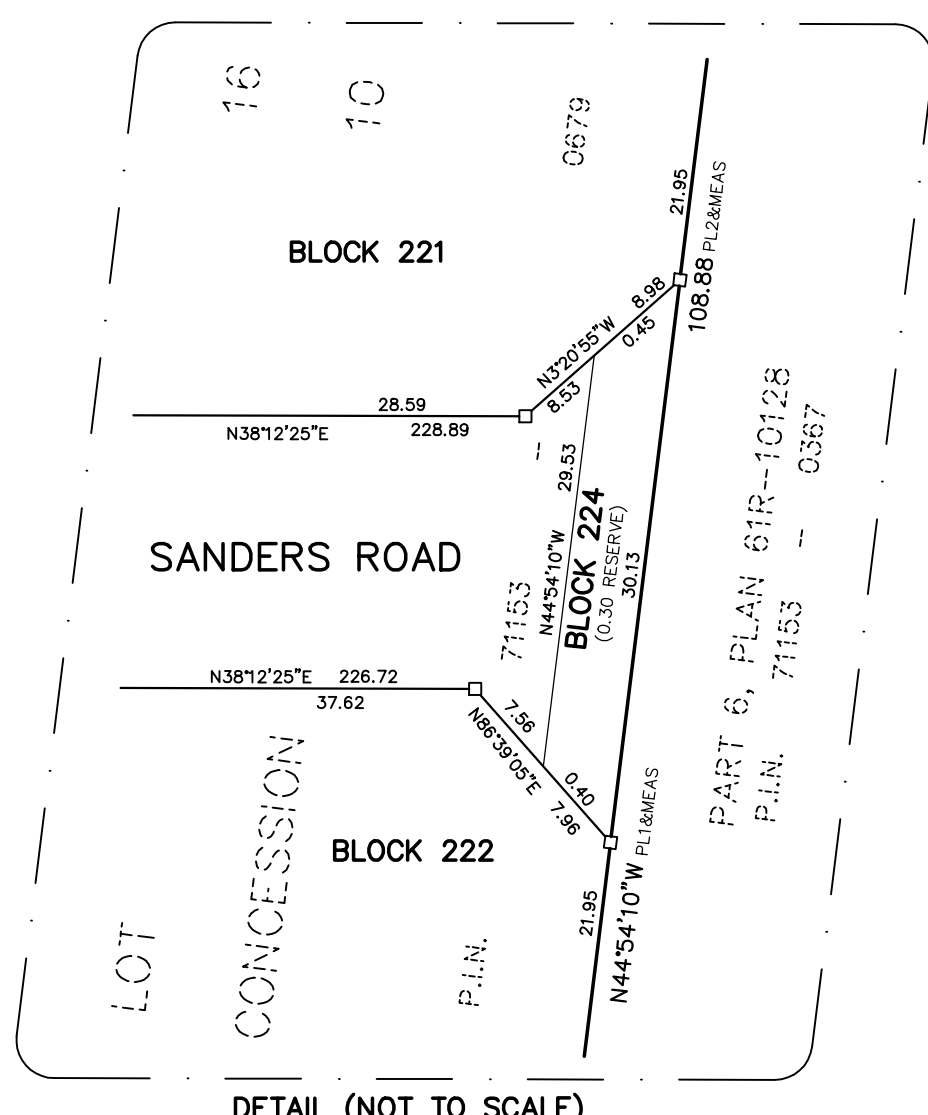
BENNY MAROTTA
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO SIGN THE CORPORATION

MUNICIPAL APPROVAL

23T-12001
APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT, R.S.O. 1990 c.13 AS AMENDED BY THE CORPORATION OF THE COUNTY OF WELLINGTON

THIS _____ DAY OF _____ 2024

ALDO L. SAUS M.Sc. B.E.S., M.C.P., R.P.P.
DIRECTOR OF PLANNING AND DEVELOPMENT



(KNOWN AS) WELLINGTON COUNTY ROAD 124
(FORMERLY THE KING'S HIGHWAY 24, TRANSFERRED TO THE COUNTY OF WELLINGTON BY ORDER-IN-COUNCIL CC-2448/97, AMENDED BY ORDER-IN-COUNCIL CC-2226/99, INST. NO. L731879 (PART 3, W/O PLAN P-2440-47) (ROAD ALLOWANCE BETWEEN LOTS 17 AND 18, CONCESSION 10)
P. I. N. 71153 - 0001

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF WELLINGTON (No.61) AT _____ O'CLOCK ON THE _____ DAY OF _____ 2024 AND ENTERED IN PARCEL REGISTER(S) FOR PROPERTY IDENTIFIER(S) 71153-0677 AND 71153-0678 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. _____

REPRESENTATIVE FOR LAND REGISTRATION FOR THE LAND TITLES DIVISION OF WELLINGTON (No.61)
THIS PLAN COMPRESES PART OF P.I.N. 071153-0677 AND PART OF P.I.N. 071153-0679.

rpe R-PE SURVEYING LTD.
ONTARIO LAND SURVEYORS
843 Christie Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel: (416) 635-5000 Fax: (416) 635-5001
Tel: (905) 264-0881 Fax: (905) 264-2099
Website: www.r-pe.com
DRAWN: A.K./C.D.S./S.L./J.T.C. CHECKED: A.K.
JOB NO. 21-383 CAD FILE No. 2138303

TOTAL AREA OF SUBDIVISION = 18,318 Ha.

ATTACHMENT "7"

TOWN OF ERIN

SUBDIVISION AGREEMENT

Dated the ___ day of August, 2024

SUBDIVISION AGREEMENT

THE CORPORATION OF THE TOWN OF ERIN

“Town”

- and -

NATIONAL PROPERTIES INC.

“Developer”

Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Tel: 519-855-4407

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Schedules:

- A: Legal Description of the Lands
- B: Approved Reduced Copy of the Proposed M-Plan
- C: Scheduling of Phases
- D: Description of Approved Plans and Specifications
- E: Cost Estimate of Works and Securities
- F: Additional Conditions
- G: Fees and Charges
- H: Conveyances, Easements and Further Agreements
- I: Restricted Blocks
- J: Blocks Subject to Site Plan Control
- K: Parkland Works
- L: Acknowledgement by Developer and Developer’s Consulting Engineer
- M: Warnings and Notices
- N: Solicitor’s Certificate of Title
- O: Surveyor’s Certificate
- P: Architectural Control Guidelines
- Q: Special Terrms
- R Works Eligible for Development Charges Credits

SUBDIVISION AGREEMENT

B E T W E E N:

THE CORPORATION OF THE TOWN OF ERIN

("Town")

- and -

NATIONAL PROPERTIES INC.

("Developer")

WHEREAS:

- A. The Developer warrants and represents that it is the owner of the lands legally described in Schedule "A" (hereinafter referred to as the "Lands").
- B. The Developer has applied to the appropriate governmental authorities and agencies for approval of a plan of subdivision with respect to the Lands pursuant to Section 51 of the Planning Act, a copy of the said plan of subdivision being attached hereto as Schedule "B" (hereinafter referred to as the "Plan");
- C. The Developer warrants and represents that there are no encumbrances of the Lands, save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services.
- D. Prior to Final Approval and registration of the Plan, the Town requires that the Developer enter into this Agreement, as a condition to the approval of the Plan, to address certain matters and conditions with respect to the Lands and the development of the Lands.
- E. This Agreement is entered into pursuant to subsection 51(26) of the Planning Act.
- F. This Agreement is intended to be registered against the Lands pursuant to subsection 51(26) of the Planning Act and the Town is entitled to enforce the provisions of this Agreement against the Developer and all subsequent owners of the land.

IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration (receipt whereof is hereby acknowledged) the parties hereto covenant and agree with each other as follows:

PART 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context to the contrary, the following words have the meanings set out below:

“Aboveground Works”

means all Services except for Underground Works;

“Additional Works”

means any Works or Special Works not specifically referred to in this Agreement, the schedules hereto or in the Plans and Specifications;

“Assumption” means assumption by by-law of services by the Town for the purposes of section 44 of the Municipal Act;

“Builder”

includes any Person constructing and/or selling dwelling units on Lots or part Lots within the Plan, including the Developer;

“Building Code Act”

means the *Building Code Act, 1992*, S.O. 1992, c.23;

“Certificate of Maintenance and Final Acceptance” shall mean the certificate described in Subsection 12.1.1 hereof;

“Certificate of Completion and Acceptance of Aboveground Works” shall the certificate described in Subsection 8.32.2 hereof;

“Certificate of Completion and Acceptance of Underground Works” shall the certificate described in Subsection 8.31.3 hereof;

“Chief Building Official”

means the Chief Building Official of the Town or his or her designate;

“construct”

means build, erect, install, complete and maintain;

“constructed” means constructed, installed, completed and maintained;

“construction” means construction, installation, completion and maintenance;

“Construction Act”

means the *Construction Act*, R.S.O. 1990, c. C.30;

“Council”

means the council of the Town;

“County”

means The Corporation of the County of Wellington;

“Developer”

includes the successors, assigns, heirs, executors, administrators, or other legal representative of the Developer of whom the context may apply according to law and includes an individual, an association, a partnership and a corporation;

“Developer’s Consulting Engineer”

means a competent professional engineer or firm of engineers employed by the Developer and approved by the Town Engineer,

skilled and experienced in municipal work and land development projects and registered with the Association of Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*, R.S.O. 1990, c. P.28;

“Development Charges Act”

means the *Development Charges Act, 1997*, S.O. 1997, c.27;

“Development Charges By-law”

means any development charges by-law of any government authority in effect on the date a building permit for an individual Lot or part Lot is issued by the Town’s Building Department;

“Drainage Act”

means the *Drainage Act*, R.S.O. 1990, c. D.17;

“Environmental Protection Act”

means the *Environmental Protection Act*, R.S.O. 1990, c. E.19;

“Fees By-law”

means Town By-law No. 19-60, as may be amended or replaced from time to time;

“Final Acceptance” shall have the meaning attributed thereto in Subsection 12.1.1 hereof

“Final Approval”

means final approval of the Plan for registration given by the Town in accordance with the requirements of the Planning Act;

“Fire Prevention Officer”

means the Fire Prevention Officer of the Town or his or her designate;

“Individual Grade Control Plan”

shall mean a plan as described in Subsection 9.5.1;

“Individual Occupancy Certificate”

means a certificate which permits occupancy of a dwelling unit, either conditionally or unconditionally, pursuant to Sections 10.1 and 10.3 of this Agreement, which certificate is required before any dwelling unit may be occupied for human habitation, and this certificate is in addition to any occupancy permit issued or required pursuant to the Building Code Act;

“install”

includes the reinstallation, provision, construction, or reconstruction of any matter or thing;

“Lands”

shall have the meaning attributed thereto in the first recital of this Agreement;

“Land Titles Act”

means the *Land Titles Act*, R.S.O. 1990, c. L.5;

“Laws”

means any federal, provincial or municipal statute, regulation, by-law, order, ordinance, rule, policy or resolution;

- “Letter of Credit”
means a letter of credit in the format required pursuant to the Town’s Letters of Credit Policy, as may be amended from time to time;
- “Lot” means any lot or block within the Plan;
- “Lot Grading”
includes sodding, driveway paving to the garage and installation of retaining walls, where applicable;
- “Lot Grading Certificate”
shall have the meaning attributed thereto in Subsection 9.5.5;
- “Maintenance Period”
means the period for which the Developer is responsible for repair and maintenance of all the Services pursuant to Section 11.1 of this Agreement;
- “MECP” means the Ministry of the Environment, Conservation and Parks;
- “MNRF” means the Ministry of Northern Development, Mines, Natural Resources and Forestry;
- “Municipal Act”
means the *Municipal Act, 2001*, S.O. 2001, c.25;
- “Occupational Health and Safety Act”
means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1;
- “Ontario Water Resources Act”
means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40;
- “Overall Occupancy Certificate”
means a certificate which permits issuance of the first Individual Occupancy Certificate, either conditionally or unconditionally, pursuant to Sections 10.1 and 10.2 of this Agreement, and this certificate is in addition to any occupancy permit issued or required pursuant to the Building Code Act;
- “Parkland” means land which is to be conveyed to the Town for park or other public recreational purposes, pursuant to Schedule “H” and “K” of this Agreement;
- “Person” includes a corporation and the successors, assigns, heirs, executors, administrators, or other legal representatives of a person to whom the context may apply according to law;
- “Plan” shall have the meaning attributed thereto in the second recital of this Agreement;
- “Planning Act”
means the *Planning Act*, R.S.O. 1990, c. P.13;

- “Plans and Specifications”**
means all plans and specifications referred to in Schedule “D” and any other plans and specifications which may be required pursuant to Subsection 8.11.3 of this Agreement;
- “Qualified Person”**
means a person who is defined as a “qualified person” pursuant to Part II of O. Reg. 153/04;
- “Resident Supervision”**
means a degree of service much greater than is normally provided under contract administration, and shall require the placement of competent personnel, including supervisory, inspection and layout staff, on the project in order to provide continuous service during all phases of construction of the Services;
- “Schedule of Works”**
shall have the meaning attributed thereto in Subsection 8.6.1;
- “Security or “Securities”**
includes Letters of Credit, cash and certified cheques;
- “Services”** means all works, facilities and services which may be required to fully service the Lands and any lands adjacent thereto in conjunction with the Lands, whether municipal services or services of a nature or kind that are not deemed to be municipal services, and without limiting the generality of the foregoing, shall include roads, curbs, gutters, sidewalks, storm sewers, sanitary sewers, private sewage disposal systems, water systems, drainage works, sump pumps, swales, grading, landscaping, sodding, seeding, erosion control works, street lighting, fencing, signage, and all services, works, facilities and matters incidental thereto or in connection therewith, or necessary to complete any and all of the foregoing and shall be deemed to include Works, Special Works and Additional Works;
- “Sign By-law”**
means Town By-law No. 03-58, as amended by 04-47 and may be amended or replaced from time to time;
- “Special Works”**
means Services on lands other than the Lands;
- “Structure”** means a building or structure of any kind whatsoever, including any dwelling or building governed by the Building Code Act;
- “Tile Drainage Act”**
means the *Tile Drainage Act*, R.S.O. 1990, c. T.8;
- “Town”** means The Corporation of the Town of Erin;
- “Town Consulting Engineer”**
means the engineer retained by the Town to assist in the administration and engineering review including site inspection for carrying out the terms of this Agreement;

- “Town Engineer”
means the Director of Infrastructure Services and Engineer, or his or her designate;
- “Town Solicitor”
means a person or firm designated by the Town to be Town Solicitor;
- “Town Staff” includes the Director of Planning and Development or his/her designate, and other staff employed by the Town;
- “Town Standards”
means the Town Engineering Standards, as amended or replaced from time to time;
- “Underground Works”
means the Services described in Subsection 8.31.2; and
- “Works” means Services within the Lands and includes items described on Schedule “D”.

1.2 Headings

The headings inserted in this Agreement are inserted for convenience only and not as a means of interpreting this Agreement

1.3 Terminology

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa and shall refer solely to the parties signatory thereto except where otherwise specifically provided. All references herein to articles, sections, paragraphs or subdivisions thereof, shall refer to the corresponding article, section, paragraph or subdivision thereof, unless specified reference is made to such articles, sections or subdivisions of another document or instrument.

1.4 Lists

Whenever a statement or provision in this Agreement is followed by words denoting inclusion or examples and then lists or references specific items such list or reference should not be read as to limit the generality of that statement or provision even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.

1.5 Reference to Statutes and Regulations

References herein to any statute or regulation or any provision thereof includes such statute or regulation, or provision thereof, as amended, revised, re-enacted and/or consolidated from time to time and any successor statute or regulation thereto.

1.6 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer" and "to the Town's satisfaction", unless specifically stated otherwise.

1.7 Parties to Act Reasonably

Notwithstanding anything else in this Agreement, wherever in this Agreement any decision, action or fee is to be made, taken or charged by or on behalf of any party hereto, this Agreement requires that the parties and their respective agents, servants, consultants or contractors shall act reasonably, expeditiously and in good faith in respect thereof.

1.8 Attached Schedules

All the Schedules attached hereto form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement.

PART 2 - ADMINISTRATION

2.1 Designated Authority

- 2.1.1 The authority for administering this Agreement on behalf of the Town is delegated to the Town Engineer.
- 2.1.2 Where the consent of the Town is required under this Agreement, such consent may be exercised by the Town Engineer except for an assumption by-law which must be passed by Council.

2.2 Applicable Laws

- 2.2.1 In constructing, installing or providing the Services, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer shall comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, the Environmental Protection Act and the Ontario Water Resources Act and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the Occupational Health and Safety Act and regulations as applicable, and any obligation to obtain any approval or permit required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies or guidelines thereto. The Developer further shall handle and dispose of all materials in accordance with the foregoing legislation.
- 2.2.2 The Developer shall do, cause to be done, or refrain from doing, any act or thing, as directed by the Town, if at any time the Town considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable law. If the Developer fails to comply with such direction, the Town may take action to remedy the situation and if action is taken the Town is entitled to draw upon any Securities filed by the Developer under this Agreement.

2.3 Town as Agent of Developer

Any work completed by the Town, for or on behalf of the Developer, or by reason of the Developer not having completed the work in the first instance, will be deemed to be completed as agent for the Developer and will not, for any purpose whatsoever, be deemed as Final Acceptance or Assumption of any Services by the Town.

2.4 Town Consulting Engineer

The Town may retain a Town Consulting Engineer to assist in the administration and technical review including site inspection during the course of the development. The Town Consulting Engineer acts as an agent for the Town. In the event that a Town Consulting Engineer is retained by the Town, any reference to "Town Engineer" in this Agreement shall be deemed to include "Town Consulting Engineer" such that the Town Consulting Engineer may exercise any of the powers granted to and assume any of the responsibilities otherwise assigned to the Town Engineer. The Developer shall reimburse the Town for the costs incurred by the Town for the services of the Town Consulting Engineer.

2.5 Developer's Consulting Engineer

2.5.1 The Developer's Consulting Engineer acts as the Developer's representative in all matters pertaining to the Plan. The Developer's Consulting Engineer shall be employed by the Developer to:

- (a) design all Services;
- (b) prepare and furnish all drawings, plans, specifications, reports and certificates as required by the Town Engineer, or pursuant to this Agreement, at any time and from time to time;
- (c) obtain all approvals required from all other governmental authorities or agencies;
- (d) provide the field by contractor layout, the contract administration and Resident Supervision and inspection of the construction of all Services;
- (e) maintain all records of construction and upon completion, advise the Town Engineer of all construction changes and final measurements;
- (f) provide the Town with "as constructed" drawings from time to time upon completion of the construction of the Services;
- (g) act as the Developer's representative in all matters pertaining to the construction of the Services;
- (h) carry out contract administration whenever a contractor is undertaking work on the Services; and
- (i) perform such additional functions and services as may be required pursuant to this Agreement.

2.5.2 In the event of any negligence by the Developer's Consulting Engineer, including any negligence in estimating the cost of the Services to be constructed under this Agreement for the purposes of providing Securities therefore, the Developer shall assign any rights it may have to claim against the Developer's Consulting Engineer for such negligence, at the request of the Town.

2.5.3 The Developer shall provide the Town Engineer with a copy of the contract between the Developer's Consulting Engineer (and all other subcontractors) and the Developer, provided that fee quotes and arrangements may be redacted therefrom.

2.5.4 The Developer shall provide a copy of this Section and the Agreement in its entirety to the Developer's Consulting Engineer prior to the Developer's Consulting Engineer commencing any of the Services and shall obtain a written acknowledgement in the format attached as Schedule "L", from the Developer's Consulting Engineer. The

Developer shall ensure that a copy of this executed acknowledgement is provided to the Town prior to the commencement of any of the Services.

- 2.5.5 The Developer shall not replace the Developer's Consulting Engineer except with another engineering firm approved by the Town which approval shall not be arbitrarily or unreasonably withheld. In the event the Developer's Consulting Engineer fails to provide services in accordance with the contract with the Developer as herein provided, or in accordance with the terms of this Agreement, or should the Developer's Consulting Engineer withdraw his services for the Developer and a replacement acceptable to the Town is not engaged in accordance with the terms of this Agreement within an appropriate amount of time as determined by the Town, acting reasonably, such failure or withdrawal shall be deemed to be a default pursuant to this Agreement.

2.6 Other Consultants

- 2.6.1 The Town may, at its option, require other consultants to assist the Town Engineer, or otherwise supervise, inspect, or submit reports to the Town, and the Developer shall pay for the reasonable cost of such additional consultants. If during the construction of Services, the Town Engineer or the Town deems it necessary to revise or alter the Plans and Specifications, the Developer shall cause its Developer's Consulting Engineer to revise the same and submit such revisions to the Town Engineer for approval. In such event, all Services shall be constructed in accordance with such approved revised Plans and Specifications.

- 2.6.2 The Developer shall, at all times and from time to time, at the Developer's expense, furnish all reasonable aid and assistance to the Developer's Consulting Engineer, the Town Engineer and any other consultant, inspector or inspection firm in connection with this Agreement, the Services, the Plan or the Lands, including all necessary testing and inspection of material and methods as may be required by the Developer's Consulting Engineer, the Town Engineer, inspector or inspection firm, including the provision of facilities under Section 8.26.3 for the inspection of any materials and workmanship, and when required, the provision of samples for testing. All tests required as aforesaid, shall be carried out in accordance with the specifications of the Person requesting such test, and shall be performed at the cost of the Developer. Notwithstanding any inspection that may be carried out by the Town Engineer, or any inspector or inspection firm on behalf of the Town, the failure of the Town Engineer or the said inspector or inspection firm to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of any defective work or material, and the Developer shall remain responsible for all and any work done or required to be done in accordance with the terms of this Agreement, including the repair or replacement of any defective work or material, at the Developer's sole cost and expense. In the event the Town Engineer has required any quantitative or qualitative test for any purpose whatsoever as a precondition of any further construction, the Developer shall not construct such Services for which the test is required until such test has been received, reviewed and approved by the Town Engineer and has issued an order in connection therewith. Such order may specify such work and in what manner it should be done, and may be subject to conditions and may specify that such work is to be completed within a specified time period, and the Developer shall comply with all terms of such order.

2.7 Requirement of Town re: Servicing Capacity

The Town acknowledges that the Developer has servicing capacity allocated to it for the sanitary sewage collection and treatment system and the water supply and distribution system for the development proposed in this Agreement.

2.8 Registration of Agreement

- 2.8.1 The Developer hereby consents to the registration of this Agreement upon the Lands and hereby acknowledges that the same constitutes a first lien upon the Lands (not subject to any other liens or encumbrances) save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent lands, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services, as security for any financial obligation of the Developer pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any court and all or any part of the Lands may be realized as Security for such lien in the same manner as if the Town was enforcing its financial rights as a mortgagee under a mortgage.
- 2.8.2 The Developer shall obtain from each mortgagee having a registered charge on title to the Lands and register on those titles, a postponement of each such charge in favour of this Agreement so that this Agreement has the priority described in Subsection 2.8.1.
- 2.8.3 In the event of a mortgagee obtaining or transferring the equity of redemption in the Lands under its mortgage, the title thereto shall be subject to the terms hereof in the same manner as if the mortgagee had executed this Agreement as Developer.

2.9 Digital Plan of Subdivision

Immediately following registration of the Plan, the Developer shall provide the Town with two copies of the final Plan and the Plans and Specifications in a format accepted by the Town (AutoCAD and Adobe .pdf). Each copy must be labeled identifying the legal property description, Developer's name, file name and date delivered. The Developer shall ensure that all drawing changes occurring throughout the approvals process are incorporated into the digital submission using the Town's accepted format and the line accuracy and layer standards required by the Town.

2.10 Developer's Undertaking

Without the prior written consent of the Town, the Developer will not register directly or authorize the registration of any documents on title after the execution of this Agreement until such time as the Plan, this Agreement, Inhibiting Order and Restriction, where applicable, have been registered on title to the Lands. The Developer shall notify the Town or the Town Solicitor when the Plan is ready for registration.

2.11 Application for Inhibiting Order

The Land Registrar for the Land Titles Division of Wellington (No. 66) is authorized to issue and enter on the parcel register of all the Lands in the Plan an Order pursuant to section 23 of the Land Titles Act, requesting the Registrar to inhibit any dealings with the Lands set out in the Inhibiting Order until all transfers of land, easements and discharges as set out in the Inhibiting Order have been complied with. The Developer will not register any document after registration of the Plan and Agreement until the Inhibiting Order is registered, where applicable.

2.12 Legal Notice to Parties

Where this Agreement requires notice to be delivered by one party to the other, such notice must be in writing and delivered either personally, by prepaid registered mail, or by e-mail sent to all listed e-mail addresses, by one party to the other party at the addresses noted below. Such notice is deemed to have been given, if by personal

delivery on the date of delivery, if by prepaid registered mail on the fourth business day following the posting thereof, and if by e-mail on the date of delivery to all listed e-mail addresses. If notice is given by mail, the same shall be effective five (5) business days upon being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of an interruption of postal services, the notice shall not be deemed to have been given by prepaid registered mail during such period of interruption, unless the notice has been actually received.

Town:

The Corporation of the Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Attention: Director of Infrastructure Services and Town Engineer
Email: brian.kavanagh@erin.ca

Developer:

National Properties Inc.
122 Romina Drive
Concord, ON L4K 4Z7

Attention: Giuseppe Paolicelli
Email: giuseppe@solmar.ca

The addresses may be changed by written notice to the parties. Any notice delivered will be deemed good and sufficient notice under the terms of the Agreement.

2.13 Mortgages

- 2.13.1 All mortgagees shall be bound by the terms of this Agreement and postpone their interest in the Lands as if this Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all mortgagees shall execute a postponement of their mortgage to this Agreement including any amendments to this Agreement which may be registered on title to the Lands.
- 2.13.2 Any amounts which the Town is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Town to rectify any breaches of this Agreement by any of the parties will constitute a first charge against the Lands and any mortgagees are required to execute postponements of their charges to any outstanding amounts pursuant to this Agreement at the Town's request.
- 2.13.3 The Town is entitled to recover any amounts owed to it pursuant to this Agreement upon the sale or distribution of the Lands in priority to the interest of any party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands.
- 2.13.4 In the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, any mortgagee will be subject to this Agreement in the same manner as if the mortgagee had executed this Agreement in the capacity of the Developer.
- 2.13.5 In the circumstances described in 2.13.4 and in the event of a sale or conveyance of all or part of a mortgagee's interest in the Lands, such mortgagees must require, as a condition precedent to the closing of any such sale or conveyance, that the new

owner will have covenanted with the Town, in writing, to perform and undertake all of the terms of this Agreement in the same manner as if the new owner had executed this Agreement in the capacity of the Developer.

2.14 Consent to Assign

2.14.1 The Developer cannot assign this Agreement without the prior written consent of the Town. The Town will not unreasonably withhold its consent to any assignment provided:

- (a) the Developer is at the time in good standing under this Agreement, and is not in default under any of the terms of this Agreement;
- (b) the Person this Agreement is proposed to be assigned to ("Assignee") agrees in writing, in a form acceptable to the Town Solicitor, to assume all of the outstanding obligations of the Developer under this Agreement including, but not limited to, the Developer's obligation to provide and maintain Securities to assure the due carrying out of this Agreement;
- (c) the Developer's Consulting Engineer has agreed to be employed by the Assignee and continue to act as Developer's Consulting Engineer as required by this Agreement, or alternatively, the Assignee has retained an alternative Developer's Consulting Engineer acceptable to the Town in accordance with the requirements of this Agreement;
- (d) the encumbrancers have consented to the assignment; and
- (e) the Assignee must be shown as the registered owner of the Lands.

2.14.2 In the event of the sale of the entire Lands, the Developer shall obtain the purchaser's covenant in writing to assume full and complete responsibility for the performance of the Developer's continuing obligations under this Agreement. Upon any such assignment being completed, the Developer and the Town will have no further obligations to one another under this Agreement. All obligations will be between the Town and the Assignee. However the Town will not return to the Developer any Securities deposited until Securities in a like amount and in a form satisfactory to the Town's Treasurer are deposited with the Town by the Assignee.

2.15 Status Reports

Recognizing that each party hereto may find it necessary from time to time to establish to third parties the then current status of performance hereunder, each party agrees upon the written request of any other party, to furnish promptly a written statement on the state of any matter pertaining to this Agreement to the best of the knowledge and belief of the party making such statement.

PART 3 – FINANCE

3.1 Security

3.1.1 Prior to the commencement of construction of any of the Services (including any grading, but not including works already secured and constructed as part of a pre-servicing agreement)), the Developer shall provide the Town with an amount as set out in Schedule "E" attached hereto, payable in (at the option of the Developer) cash, certified cheques, or an irrevocable Letter of Credit drawn on a chartered bank of Canada that is acceptable to the Town, which shall be held by the Town as Security for the obligations of the Developer pursuant to any of the provisions of this Agreement. If in the opinion of the Town at any time and from time to time, such

amounts are insufficient, such amounts may be increased, and the Developer shall pay such additional sum or increase the Letter of Credit as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be placed solely to the particulars outlined in Schedule "E" attached hereto, but the total cost of satisfying all of the obligations of the Developer pursuant to any of the provisions of this Agreement.

Construction Security

- 3.1.2 The Developer shall post with the Town Construction Security in the amount set out in Schedule "E".

Maintenance Security

- 3.1.3 The Developer shall maintain a Maintenance Security in the amount of 15% of the Construction Security as set out in Schedule "E". Upon the issuance of the Certificate of Completion and Acceptance for Aboveground Work or the Certificate of Completion and Acceptance for Underground Work, the Construction Security can be reduced to 15% for the Maintenance Security for each as they are issued.

Firebreak Lot Security

- 3.1.4 The Developer shall post Firebreak Lot Security in the amount of \$1,000.00 per Firebreak Lot, as set out in Schedule "I".
- 3.1.5 Prior to the registration of the Plan (or at any time set out in Schedule "G", whichever is later), the Developer shall pay to the Town in cash or by certified cheque the total amount of such levies, fees, deposits, assessments, and charges more particularly set out in Schedule "G" attached hereto. In the event any of the fees and charges are estimated, the Town shall account to the Developer for such fees and charges when they are actually incurred, and if additional monies are required with respect to such fees and charges the Developer shall pay such fees and charges forthwith to the Town.

3.2 Discharging Securities

Construction Security

- 3.2.1 The Developer may request release/reduction of Securities at the following points of the development:
- (a) if the Developer has pre-serviced the Lands and the works under the pre-servicing agreement have been completed so as to satisfy the requirements for a Certificate of Completion and Acceptance of Underground Works under this Agreement, the Town may reduce the Construction Security to the value of the uncompleted Services;
 - (b) upon issuance of the Certificate of Completion and Acceptance of Underground Works;
 - (c) annually, following issuance of the Certificate of Completion and Acceptance of Underground Works
 - (d) six (6) months following the issuance of the Certificate of Maintenance and Final Acceptance, provided all accounts have been paid in full.

- 3.2.2 The Town shall only release Security pursuant to Subsection 3.2.1 for Services that have been certified by the Town Engineer as complete and acceptable.
- 3.2.3 With each request for a reduction, the Developer's Consulting Engineer shall provide an estimate of the cost to complete the Services. This estimate will be reviewed by the Town, and provided the Developer is not in default of any of the requirements of this Agreement, the Town may proceed to reduce the Securities to the greater of \$100,000.00 or to an amount being the cost of the Services that have not been constructed.
- 3.2.4 For the purposes of discharging of Securities, the total estimated cost of the Services means the total estimated cost of the Services set out in Schedule "E".
- 3.2.5 Prior to any reduction in Security being processed:
- (a) the Developer shall provide the Town with a copy of the publication of a certificate in a construction trade newspaper pursuant to section 32 of the Construction Act;
 - (b) sixty (60) days shall have expired following such publication;
 - (c) the Developer shall provide the Town with a record of paid accounts;
 - (d) the Developer shall provide the Town with a Statutory Declaration that all accounts for Services and materials have been paid except for normal holdbacks; and
 - (e) there must be no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer in connection with the Plan or this Agreement.

Maintenance Security

- 3.2.6 The Maintenance Security will be released forthwith following the date of issuance of the Certificate of Maintenance and Final Acceptance.

Firebreak Lot Security

- 3.2.7 The Firebreak Lot Security may be released for each Firebreak Lot upon issuance by the Town of a Firebreak Lot Certificate as referenced in Subsection 9.4.3.

3.3 Development Charges

- 3.3.1 The Developer has reviewed the Development Charges By-law and understands that before the issuance of a building permit, a development charge must be paid, as applicable, in accordance with the provisions of the Development Charges By-law.
- 3.3.2 The development charges for each Lot or part Lot are payable at the time of building permit issuance or such other time as set out in Development Charges By-law.
- 3.3.3 The Developer hereby releases and forever discharges the authority having jurisdiction over the Development Charges By-law from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Lands, except as may be expressly provided for in this Agreement. Furthermore, the Developer hereby waives all such claims for credits except for the credits that may be specified by any schedule forming part of this Agreement. Any such credits and the calculation thereof will be deemed to be conclusive and binding on the Developer.

3.4 Taxes, Drainage, Local Improvement Charges and Other Charges

The Developer hereby agrees:

- (a) to pay all current taxes and arrears of taxes assessed or charged against the Lands, prior to registration of the Plan;
- (b) to pay all taxes as aforesaid as and when the same become due and payable;
- (c) to commute and pay all charges, including the Town's share, with respect to existing local improvements, assessed against the Developer or the Lands or any adjacent lands, if in the opinion of the Town such charges for local improvements should be commuted and paid; and
- (d) to pay all of the Developer's obligations or any of the Town's share of any obligations or charges levied against the Developer or the Lands under the Tile Drainage Act, the Drainage Act, Ontario Regulation 586/06 under the Municipal Act, and any sewer frontage capital charges, water frontage capital charges, weed cutting charges, burning charges, hydro arrears, water user fees, sewer user fees or business licensing fees, and any other fee assessed against the Lands.

3.5 Approval Fees

The Developer shall deal directly with all applicable utilities, authorities and/or agencies to obtain all necessary permits and approvals. The Developer shall be responsible for paying all fees and charges directly to the appropriate entity until a Certificate of Maintenance and Final Acceptance is issued for all Services.

3.6 Horizontal/Vertical Control Monuments

Prior to Final Acceptance the Developer shall install two horizontal/vertical control monuments established in conformity with the Universal Transverse Mercator Coordinate (UTM) System. Such monuments shall be preserved and maintained by the Developer, and if necessary, the Developer shall, at the request of the Town Engineer, establish such additional monuments as the Town Engineer may require.

3.7 Insurance

3.7.1 Prior to the registration of the Plan, the Developer shall obtain and maintain commercial general liability insurance, and continue to maintain such insurance until Final Acceptance, against all damages or claims for damage with an insurance company satisfactory to the Town. Such policy or policies shall include the Town as an additional insured and a certified copy of such insurance shall be delivered to the Town and be in full force and effect until a Certificate of Completion and Acceptance of Aboveground Works or a Certificate of Completion and Acceptance of Underground Works has been issued by the Town Engineer for all Services required pursuant to this Agreement and a Certificate of Maintenance and Final Acceptance has been issued by the Town in respect of such Services. Such policy of insurance shall be in the form provided by the Town and without limiting the generality of the foregoing, shall provide:

- (a) that the minimum limits shall be not less than \$5,000,000.00 for any single occurrence;
- (b) that it includes a cross-liability and completed operations coverage;

- (c) that it shall not contain an exclusion for blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
 - (d) that the insurance premium has been prepaid for a period of not less than one year;
 - (e) that the policy will provide that it is not cancellable unless prior notice by registered mails has been received by the Town from the insurer not less than thirty (30) days prior to the cancellation date;
 - (f) if the policy contains a deductible clause, the same shall be approved by the Town, and the Developer shall provide an additional cash deposit payable to the Town in an amount to be determined by the Town. In the event of claims made against the Town to which the deductible applies, the Town shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Town to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Town. In the event such additional cash deposits are deemed to be insufficient by the Town at any time and from time to time, the Developer hereby agrees to pay such additional cash deposits forthwith to the Town. All costs of the adjuster shall be borne by the Developer.
- 3.7.2 Where a subcontractor is retained for work where Professional Liability coverage is a contract requirement, the Developer must ensure that the Professional Liability insurance is in an amount not less than \$2,000,000.00 per claim.
- 3.7.3 If the Town upgrades or amends any of its insurance requirements the Town may request that the Developer provide an updated amended insurance policy. If the Town does so the Developer shall provide a certificate of insurance within ten (10) days of a written request by the Town followed by a copy of the full insurance policy within three (3) months.
- 3.7.4 If there are multiple named Developers in this Agreement, the Town requires one (1) insurance policy covering the entire development including all of the Developers within the one insurance policy.
- 3.7.5 Neither the issuance of the policy of insurance, nor the acceptance of the policy of insurance by the Town, will be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.
- 3.7.6 If the insurance policy is inadequate to cover a claim for which the Developer might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Developer might otherwise be responsible, the Town may utilize any Securities provided by the Developer, or other remedies provided for in this Agreement, to satisfy the claims.
- 3.7.7 If the Developer fails to comply with any of the obligations set out in this Section, upon 48 hours written notice of the failure to comply the Town may issue a stop work order. Upon receipt of a stop work order the Developer must ensure that all work ceases until the obligations under this Section have been fully satisfied and the Town has provided written authorization to the Developer to proceed.
- 3.7.8 In addition, to the rights set out above if the Town receives notice from the insurer that it has cancelled, or refused to renew, the insurance coverage, or that it intends to do so, or if the Town otherwise determines that the insurance coverage has lapsed, or is about to lapse without renewal, or replacement, the Town, on written notice to the Developer, will be automatically entitled to obtain a new insurance policy or add

the necessary insurance coverage to the Town's insurance coverage. The Developer shall pay all costs associated with this process even if the Developer obtains a renewal policy prior to the policy expiration date but not within the thirty (30) day period set out herein. The Developer shall forthwith, upon receipt of written notice from the Town, reimburse the Town for the cost of such insurance payable as noted above. In addition, the Town may draw upon the Security posted under this Agreement, or utilize any other remedy provided for in this Agreement, to cover the costs of this insurance.

PART 4 – REMEDIES

4.1 Default

4.1.1 Any default by the Developer, or by its agents, servants, heirs, executors, administrators, successors or assigns of any provision of this Agreement shall permit the Town to enforce its rights pursuant to this Agreement by taking any of the following actions, or any combinations thereof:

- (a) issue a stop work order, whereupon the Developer shall cease and desist from any and all work upon the Lands or any part thereof, notwithstanding the conveyance of all or part of the Lands to a successor in title, or from any and all work with respect to Special Works;
- (b) draw on any Letter of Credit held as Security by the Town pursuant to this Agreement, whether for payment in full or in part;
- (c) any cash or deposits held by the Town pursuant to this Agreement or any proceeds obtained from the presentation of any Letter of Credit, whether received from the Developer, the Builder, or any other person, firm or corporation, may be applied on account of any expenses incurred, whether directly or indirectly, or damages suffered by the Town, as a result of any default as aforesaid or apply the same towards the cost of completing or performing any of the obligations of the Developer pursuant to this Agreement. For the purposes of this paragraph, "cost of completing or performing any of the obligations of the Developer pursuant to this Agreement" includes all costs and expenses deemed necessary or appropriate by the Town and without limiting the generality of the foregoing may include:
 - (i) the appointment and employment of a manager;
 - (ii) the appointment and employment of a replacement for the Developer's Consulting Engineer;
 - (iii) other consultants;
 - (iv) administrative costs;
 - (v) interest;
 - (vi) legal expenses;
 - (vii) the reimbursement of third parties who have incurred a loss or have suffered damages as a result of the default of the Developer pursuant to the terms of this Agreement; and
 - (viii) the payment of any and all costs or expenses incurred, whether directly or indirectly in connection with any of the provisions of Section 4.1 hereof;

- (d) perform or cause to be performed, at the Developer's expense, any and all of the obligations of the Developer pursuant to this Agreement and for this purpose enter upon the Lands and do all work upon the Lands or upon any lands affected by the conveyances or easements, or other lands as the Town may decide;
- (e) bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by the Developer that damages at law may be an inadequate remedy for a default or threatened default or breach of this Agreement;
- (f) bring any action at law by or on behalf of the Town or any other party as a result of any default under this Agreement in order to recover damages;
- (g) institute any other legal proceedings to enforce any of the provisions of this Agreement or compliance with any Laws or to take any other action deemed appropriate in the sole opinion of the Town.

4.1.2 Any action taken or remedy elected by the Town shall not be, or construed to be, mutually exclusive of any other action not taken or remedy not elected by the Town, nor shall the Town be required to take any action or elect any remedy, other than such action or remedy which the Town in its sole discretion determines advisable, and the Town shall not be liable to any party to this Agreement or otherwise for failure to take any action or elect any remedy. No consent or waiver, express or implied, by the Town to or of any breach or default hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default, and the Town hereby expressly reserves its rights to rescind or repeal any implied waiver with respect to any breach or default, whereupon the Town shall have all of its rights and remedies pursuant to this Agreement, notwithstanding its previous consent or waiver. Failure on the part of the Town to complain of any act or failure to act or to declare or notify the Developer of any breach or default, irrespective of how long such failure continues, shall not constitute a consent or waiver of the Town of its rights hereunder.

4.1.3 Nothing herein shall give any third party the right to compel the Town to enforce any of its remedies pursuant to this Agreement or to hold the Town or its agents accountable or liable for any acts or omissions with respect to this Agreement.

4.1.4 Any action taken by the Town, or on its behalf, pursuant to this Agreement is in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein and upon default of the part of the Developer hereunder the Town shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of sections 349(1)-(3), 442, and 446 of the Municipal Act.

4.1.5 In the event the Developer fails to provide sufficient cash or a Letter of Credit as required pursuant to the provisions of this Agreement, such failure shall be deemed to be a substantial default pursuant to the provisions of this Agreement and such default shall enable the Town to realize on all or a part of the Lands secured by this Agreement in the same manner as if the Town was enforcing its rights as a mortgagee against such lands.

4.2 Refusal of Final Plan Approval

4.2.1 Should the Plan for any reason be refused Final Approval, servicing must cease and the Developer is fully responsible financially and otherwise, for all servicing installed.

- 4.2.2 Should the Plan be refused Final Approval, the Developer shall remove servicing, or rectify any situation, including, but not limited to, restoration as a result of construction to the satisfaction of the Town, if requested by the Town to do so. The Town may require the Developer to bring the Lands to a condition which is acceptable from a perspective of public safety and restoration of the Lands to a reasonable level, including reforestation with naturalization trees and grading to the satisfaction of the Town, and if the Developer neglects or refuses to do so, the Town may do so itself using Securities posted pursuant to this Agreement, and any other remedy provided for in this Agreement.

4.3 Further Agreements

Should the Developer be deemed to be in default of the Schedule of Works or in any other way in substantial default under this Agreement, in addition to the remedies set out above, the Town may refuse to approve any further agreements for these Lands until all requirements of this Agreement have been either satisfied or brought current.

4.4 Failure to Maintain

- 4.4.1 If, during the Maintenance Period the Developer fails to carry out maintenance work within twenty-four (24) hours after receipt of a request from the Town, then the Town may, without further notice, undertake the maintenance work and the total cost of the work including engineering fees, will be borne by the Developer.
- 4.4.2 The Town has the option of deducting the total amount of the cost of the work from the Securities or billing the Developer.
- 4.4.3 If the Town elects to bill the Developer and the Developer fails to pay the Town within thirty (30) days of a written invoice from the Town, then the money owing may be deducted from the Securities.

4.5 Administrative Fee

Where any obligations of the Developer pursuant to this Agreement are undertaken by or on behalf of the Town, pursuant to Part 4 of this Agreement or otherwise, the Developer shall pay to the Town an Administrative Fee equal to ten percent (10%) of the cost of performing such work.

4.6 Filing of Liens

- 4.6.1 The service of any written notice of lien on the Town, or registration of any claim for lien or certificate of action arising pursuant to the Construction Act, or the commencement of any action against the Developer or the Town by any Person purporting to be a subcontractor or material or equipment supplier will, at the Town's option, constitute a default under the terms of this Agreement.
- 4.6.2 The Developer must vacate any claims for lien or certificates of action arising from the development in respect of improvements made to land owned by the Developer or Town, at its own expense, forthwith upon being advised in writing of the existence of such by the Town. The Developer shall defend any proceedings arising therefrom against the Town. The Developer will be deemed in default of this Agreement if it fails to do so.
- 4.6.3 In the event of default, the Town may draw upon any Securities posted, for such purposes as may be determined by the Town that may be necessary to protect the Town's interests. The Town will have no obligation to hold back or pay into court any sum of money in regard to dealings with land not owned by the Town.

4.6.4 Without limiting the generality of the foregoing, the purposes referred to in this Section may include, but are not limited to, taking legal advice and defending any proceedings arising from the service of any written notices of lien or the registration of any claims for lien or certificates of action, vacating the registration of any claims for lien or certificates of action filed in respect of the lien of any Person, making payment into court of Security pursuant to any orders vacating the registration of liens or obtaining orders dismissing lien actions against the Town after a lien is vacated from lands owned by the Town.

4.7 Waiver of Provisions or Breach

4.7.1 The Town is at liberty to waive any or all of the provisions of this Agreement whether or not the Developer is in breach of the provision and such waiver shall not affect in any way the enforceability of this Agreement. In particular, without limiting the generality of the foregoing, it is agreed that the Town may, at any time:

- (a) release or modify Securities which it holds;
- (b) provide comfort letters to prospective purchasers of some or all of the Lands; and
- (c) issue building permits.

4.7.2 The above-noted actions will not affect the obligations of the parties to this Agreement or in any way prejudice the ability of the Town to enforce the terms of this Agreement.

4.8 Municipal Act

In addition to all other remedies set out under this Section, sections 349(1)-(3), 442 and 446 of the Municipal Act, and any Town by-law passed pursuant to the Municipal Act, or the Planning Act, will apply should the Developer fail to provide and/or properly maintain, to the satisfaction of the Town, the Services and other matters referred to in this Agreement.

4.9 General Indemnification

4.9.1 The Developer hereby agrees to indemnify and save completely harmless the Town, its agents, employees or servants, from and against all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Town whether directly or indirectly, as a result of this Agreement, the Lands, the Plan, or as a result of any other matter or thing in connection therewith or pertaining thereto, including inspection of the Services or any aspect of construction review by the Town or its agents, or the carrying out of the Developer's obligations in this Agreement, or from the Developer having entered into this Agreement, or which may arise either directly, or indirectly, by reason of the Developer undertaking construction of the Services pursuant to this Agreement provided, however, that such indemnification shall not apply to any losses, damages, debts, actions, causes of action, suits, proceedings or costs arising from the gross negligence and/or wilful misconduct of the Town, its agents, employees or servants. This includes claims pursuant to the Construction Act, in tort, contract or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Town, its agents or servants acting as agents of the Developer. Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all engineering fees, consulting fees, disbursements and related expenses of the Town Engineer as a result of his services and any consultants required to

be retained by the Town Engineer required to be performed for the Town in connection with this Agreement, the Lands or the Plan or any other matter or thing in connection herewith or pertaining thereto;

- (b) all legal fees and disbursements as a result of legal services rendered to the Town in connection with this Agreement, the Lands, the Plan or any other matter or thing in connection herewith or pertaining thereto;
- (c) all administrative costs incurred by the Town associated with the negotiation, drafting and administrative fees associated with this Agreement and undertaking of the Services and enforcement of this Agreement;
- (d) any costs and damages suffered by third parties as a result of the negligence of the Developer or the default of the Developer pursuant to the terms of this Agreement or the contravention of any Laws; and
- (e) the cost of all Services and the employment of all Persons and firms in connection with this Agreement or referred to herein.

PART 5 - SALE OF LAND

5.1 Notice of Agreement

This Agreement will be registered against the Lands pursuant to subsection 51(26) of the Planning Act. The Town is entitled to enforce the provisions of this Agreement against the Developer and any and all subsequent owners of the Lands. The Developer shall attach Schedule "M" to all agreements of purchase and sale used for the sale of the Lots or part Lots in this Plan to ensure that the obligations and warnings in said Schedule are conveyed to subsequent owners.

5.2 Notice by Subsequent Owners

Subsequent owners of any Lots or part Lots must also attach Schedule "M" to any agreement of purchase and sale to ensure all purchasers are aware of the obligations and warnings set out therein.

5.3 Existing Agreements of Purchase and Sale

As of the date of execution of this Agreement, certain Lots or part Lots may be the subject of existing agreements of purchase and sale. In this event, the Developer shall forthwith provide all such prospective purchasers with a copy of Schedule "M".

PART 6 - LAND DEDICATION AND LAND REGISTRATIONS

6.1 Environmental Site Assessment

6.1.1 The Developer shall retain a Qualified Person, as defined in O. Reg. 153/04, to perform a Phase I Environmental Site Assessment ("Phase I ESA"), with respect to the entirety of the Lands, in compliance with the Phase I ESA Standard designated as CAN/CSA Z768-01 published by the Canadian Standards Association and dated November 2001, as amended.

6.1.2 The Qualified Person referred to Subsection 6.1.1 shall prepare a report in accordance with the requirements set out in O. Reg. 153/04. This report shall include, but not be limited to, the following:

- (a) confirmation of insurance coverage in compliance with O. Reg. 153/04;

- (b) certification that the qualified Person meets the requirements of a Qualified Person in O. Reg. 153/04;
- (c) the qualified Person's opinion as to whether based on the Phase I ESA a Phase II Environmental Site Assessment ("Phase II ESA") is warranted;
- (d) if the qualified Person's opinion is that a Phase II ESA is not required the qualified Person shall include the statement that "in his/her opinion and based on the Phase I ESA a Phase II ESA is not necessary";
- (e) confirmation that the report may be relied upon by the Town in making the decision to accept ownership of the property.

6.1.3 Prior to the Town accepting the transfer or dedication of any part of the Lands the report of the Qualified Person must be completed and provided to the Town and a determination made as to whether further investigative work is required. Unless determined otherwise in the discretion of the Town, a Phase II ESA will be required for any part of the Lands to be conveyed to the Town.

6.1.4 The Town will not take ownership of any part of the Lands for which environmental issues have been identified by the Qualified Person or the Town, and which have not been resolved to the satisfaction of the Town in its sole discretion.

6.1.5 The Developer shall indemnify the Town for any damages, claims, orders or costs which result directly or indirectly as result of environmental issues being discovered after the transfer or grant of any Lands. The Town is entitled to apply any Securities that it may hold on behalf of the Developer to any claim under this Section.

6.2 Conveyances, Easements and Further Agreements

6.2.1 The Developer hereby agrees to convey or cause to be conveyed those lands and premises more particularly set out in Schedule "H" attached hereto to such grantees as the Town may direct and in such form and manner acceptable to the Town Solicitor. If the conveyance is to be made in fee simple, such conveyance shall be for good and marketable title to the lands to be conveyed, free and clear of all liens and encumbrances. If the conveyance is by way of easement, the form of the conveyance shall be acceptable to the Town Solicitor, and the grantee shall acquire good and marketable title to the easement free and clear of all liens and encumbrances, or in the alternative, any encumbrancer affecting the lands being subject matter of the easement shall postpone and subordinate its interest in favour of the grantee on such terms and in such form approved by the Town Solicitor. All conveyances, whether in fee simple or for easements, shall be made at the Developer's expense, and the Developer shall reimburse the Town for any and all costs and expenses incurred by the Town, whether directly or indirectly for the aforesaid.

6.2.2 All such conveyances of land made in fee simple or by way of an easement are to be messaged to the Town Solicitor together with discharges and/or postponements of all title encumbrances and accompanied by the Developer's solicitor's certificate of title, in the form attached as Schedule "N" to this Agreement, prior to registration of the Plan. All documents shall be signed and in a form suitable for registration, except for the registered plan number and reference plan number which may be left blank in the description of those portions to be conveyed. The Developer hereby authorizes the Town Solicitor to complete the description pertaining to the conveyance to the Town when the Plan is registered and any reference plan is deposited, and thereafter to register all such conveyances at the expense of the Developer.

- 6.2.3 All land dedications and grants of easements must occur at the time of registration of the Plan.
- 6.2.4 All conveyances referred to in this Section shall be at the expense of the Developer and the Developer shall provide all reference plans requested by the Town Solicitor in connection with such conveyances.
- 6.2.5 The Developer shall not use any of the lands or easements conveyed pursuant to this Agreement or any other lands owned by the Town or by any governmental agency or body or by any utility, or subject to any easement in favour of the Town or any governmental agency or body or any utility, for the depositing of any debris or storage of earth or material in connection with the development of the Lands or otherwise, and the Developer shall be responsible for preventing and removing the same from the Lands or other lands as aforesaid caused by third parties, at the Developer's expense. If necessary, the Developer shall, at the direction of the Town Engineer, erect signs, temporary barriers and fencing to prevent the same.

6.3 Ownership of Services

All the Services to be constructed on lands conveyed to the Town or to such other governmental agency as herein provided, whether by a conveyance in fee simple or by easement, shall upon construction thereof at any and from time to time, vest wholly in the Town, and the Developer shall have no claims or rights thereto, except as expressly provided herein to the contrary, and the Developer hereby further waives any claim or right pursuant to the Construction Act in respect thereof or the Lands.

6.4 Partial Discharges and Postponements

The Developer shall provide partial discharges of mortgages for each grant in fee simple, and postponements of mortgages for each grant of easement conveyed to the Town.

6.5 Additional Easements and Land Dedications

- 6.5.1 In addition to the conveyances and easements described in Schedule "H" attached hereto, if in the opinion of the Town additional easements or conveyances are required in connection with or to facilitate the Services, then upon request, the Developer shall convey or cause to be conveyed such additional lands or easements on the same terms and conditions as if the same had been included in Schedule "H" attached hereto, provided such request for any additional land or easement required to be conveyed to the Town shall not include any of the Lands covered by any Structure, and provided further, any request for a conveyance of any part of the Lands in fee simple shall be limited to the obligation of the Developer hereunder and shall not be binding on any purchaser of any Lot on which a dwelling has been erected.
- 6.5.2 The Developer hereby agrees that it shall obtain from any purchaser of the Lands, or any part thereof, or any Lot, a covenant to grant on any part of the Lands not covered by any Structure such additional easements required for utility or drainage purposes by the Town as the Town may in writing advise. Notwithstanding the aforesaid, registration of this Agreement on title to the Lands shall be deemed to be binding on all successors in the title to the Developer.

6.6 Temporary Turning Circles

The Developer shall grant easements as may be set out in Schedule "H" for use as a temporary turning circle. When the temporary turning circle is no longer required, the Town will release the easement.

6.7 Right of Entry and Re-Entry

- 6.7.1 The Developer will have reserved unto itself, its successors and assigns, and grants to the Town, its successors, employees, contractors or agents, an easement or license to enter, or re-enter, upon any of the Lands, and any external lands, upon which any Services have been, or are to be constructed, pursuant to this Agreement for the purpose of making emergency repairs to any of the Services contemplated by Schedule "D", or to correct any drainage, or grading problem to the satisfaction of the Town or to construct, complete or repair any other Services required by this Agreement and which have not been completed by the Developer.
- 6.7.2 Such entry or re-entry, repairing and/or correction will not be deemed an acceptance of any of the services or drainage works by the Town nor an Assumption by the Town of any liability in connection therewith, nor a release of the Developer from any liability in connection therewith or of its liabilities under this Agreement.
- 6.7.3 The Developer hereby agrees that in any agreement for the sale, conveyance, or other disposition of any Lot or any part of the Lands to another person or corporation, the Developer shall obtain from such person or corporation a covenant for a right of entry for a period of twenty (20) years from the date of such conveyance for drainage and grading purposes. Notwithstanding the aforesaid, registration of this Agreement on title to the Lands shall be deemed to have the effect of such reservation and shall be binding on all successors in title to the Developer.

PART 7 – PHASING/PRESERVICING

7.1 Phasing

- 7.1.1 The Lands shall be developed, and building permits for Structures on the Lands shall only be issued, in accordance with the phases and at the times as set out and established in Schedule "C" hereof and on such terms and conditions as set out therein. The Phasing Plan can be modified upon request of the Developer subject to the approval of Council.
- 7.1.2 Required Security must be provided to the Town in accordance with Section 3.1 for this phase prior to execution of this Agreement, and for each successive phase prior to the registration of the phase.
- 7.1.3 Each successive phase must commence no later than three (3) years from the date of issuance of the Certificate of Maintenance and Final Acceptance for the preceding phase, or as agreed with the Director of Engineering.
- 7.1.4 No new phase can be developed until all deficiencies within the preceding phase have been completed unless the deficiencies are deemed minor by the Town and, the Developer has provided a written schedule setting out a deadline to complete the deficiencies which has been approved and accepted by the Town. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected.

PART 8 - CONSTRUCTION

8.1 Commencement of Construction

8.1.1 The Developer shall not commence construction of any Services, except for those already commenced pursuant to a pre-servicing agreement, unless:

- (a) the Plans and Specifications have been approved by the Town Engineer;
- (b) the Plan has been registered;
- (c) the Developer has given written notice to the Town Engineer of his intention to commence work, as required by Section 8.4;
- (d) the Developer has notified the Town Engineer of the name of any contractor or contractors to be employed by the Developer in the construction of the Services;
- (e) the Developer has provided the Town Engineer with the Schedule of Works;
- (f) the Developer has entered into an agreement with the County, if required, providing for County requirements to be fulfilled and notification to that effect received from the County;
- (g) the Developer has obtained written approval of the various agencies, as applicable, including, but not limited to the MNR and the MECP (the Certificate of Approval from the MECP for the water supply system, sanitary sewer system and storm sewer system must be submitted to the Town prior to the commencement of construction);
- (h) the Developer has obtained the written approval of the utility companies, as applicable, including hydro, telephone, cable, and gas;
- (i) the Phase I ESA referred to in Section 6.1 has been completed to the satisfaction of the Town, and the Phase II ESA referred to in Section 6.1 has been completed, if required, to the satisfaction of the Town; and
- (j) removal of contaminated soils has been completed in accordance with Section 8.5, unless otherwise approved by the Town Engineer.

8.1.2 The Developer hereby agrees that the Services shall be constructed in a good and workmanlike manner free of any defect, notwithstanding such defect being as a result of faulty workmanship, material or design, so that such Services shall operate for the purpose for which they were intended free of any defects for the duration of the Maintenance Period.

8.1.3 The Developer agrees that it shall maintain and keep current the approvals of all government agencies and utility companies referred to in Subsection 8.1.1 above and that it shall comply with all the requirements of those agencies from time to time.

8.1.4 The Developer shall construct all Services in accordance with the accepted Plans and Specifications and with the conditions contained in Schedule "F" attached hereto. The Developer hereby agrees to construct the Services in accordance with this Agreement including the schedules and to comply with all of the requirements contained in the said schedules.

8.1.5 Should the Town Standards be revised prior to the commencement of a phase the Developer shall revise the Plans and Specifications for that phase to encompass the revised Town Standards. Should the Town Standards be revised following commencement of a phase, the Town Standards as revised may be applied to any

construction (including repair) of the Services occurring following the date of the revision, at the discretion of the Town Engineer.

8.2 Construction Office

- 8.2.1 Any site construction office must be in a location approved by the Town Engineer, and may not be located on land owned by the Town.
- 8.2.2 Sufficient off-street parking must be provided for any site construction office to the satisfaction of the Town Engineer.
- 8.2.3 Any materials storage area, in connection with the site construction office or otherwise, must be screened appropriately from public view to the satisfaction of the Town Engineer.

8.3 Meetings

- 8.3.1 If required by the Town, the Developer shall convene an administrative meeting to be attended by Town Staff, and such parties or individuals as determined by the Town Engineer, including the Town Engineer, the Developer, the Developer's Consulting Engineer, County staff, and Provincial staff to review the requirements of this Agreement prior to commencement of construction.
- 8.3.2 The Developer shall convene a meeting prior to commencement of construction to be attended by the Developer's Consulting Engineer Town Staff, and such parties or individuals as determined by the Town Engineer including all contractors to be employed on the Lands to undertake the Works, the Town Engineer, County staff, and Ministries staff to review the schedules of construction prepared by the Developer, the methods of construction and the specifications.
- 8.3.3 The Developer shall convene regular meetings on a schedule determined by the Town Engineer to be attended by the Developer's Consulting Engineer, Town Staff, and such parties or individuals as determined by the Town Staff and/or the Town Engineer including all contractors undertaking Works on the Lands, to review the schedules of construction prepared by the Developer, the methods of construction and the specifications, the extent of the Work undertaken to date, any remedial measures required, and any other matter or thing that the Town Engineer considers appropriate. The Developer shall ensure that adequate facilities are available on the Lands to accommodate these meetings, to the satisfaction of the Town Engineer.

8.4 Notice

- 8.4.1 The Developer must provide ten (10) days advance written notice to the Town of its intention to commence work.
- 8.4.2 Should for any reason there be a cessation or interruption of construction for a period exceeding thirty (30) calendar days, the Developer shall provide forty-eight (48) hours written notification to the Town before work is resumed, and the Developer shall in that case convene the meeting described in Subsection 8.3.2.
- 8.4.3 If construction of the Services has not been commenced within eighteen (18) months after the approval of the Plans and Specifications, or if after commencement, work is interrupted for a period exceeding eighteen (18) months and prior approval for such interruption of work has not been obtained from the Town Engineer, the Town Engineer may revoke the Town's approval of the Plans and Specifications. In the event of the revocation of such approval, the Town Engineer may require the resubmission of Plans and Specifications in accordance with the then current Town

Standards and requirements of the Town and other governmental agencies or authorities.

8.5 Soil Conditions

- 8.5.1 The Town approvals do not verify or confirm the adequacy of soil conditions including soil contamination and the Developer shall indemnify and save the Town harmless from all actions or claims relating to soil conditions on the Lands.
- 8.5.2 The Developer shall remove from the Lands any material determined to be hazardous to the satisfaction of the Town and the MECP, prior to commencement of construction of any Services unless otherwise permitted by the Town Engineer.

8.6 Scheduling the Works

- 8.6.1 The Developer shall provide a copy of a schedule setting out the order in which the various sections of the Works will be built and the timing for completion of the Works (the "Schedule of Works"), to the Town ten days prior to the commencement of construction of Services. It is the intent of this Agreement that the Works be performed expeditiously and continuously. If the Plan is to be developed in phases, a separate Schedule of Works may be provided for each phase.
- 8.6.2 Upon issuance of a Certificate of Completion and Acceptance of Underground Works by the Town, the Developer must complete all work required for issuance of a Certificate of Completion and Acceptance of Aboveground Works within three (3) years.
- 8.6.3 Upon issuance of a Certificate of Completion and Acceptance of Aboveground Works by the Town, the Developer must complete all work required for issuance of a Certificate of Maintenance and Final Acceptance within three (3) years.
- 8.6.4 The time periods described in Subsections 8.6.2 and 8.6.3 may be extended by the Town Engineer if considered advisable in the sole discretion of the Town Engineer.
- 8.6.5 Failure to fully complete all Services within the period of time described in Subsections 8.6.2 and 8.6.3 shall be deemed to be a default of the Developer pursuant to the terms of this Agreement, and the Town shall be entitled to avail itself of all remedies contained herein with respect to such default. Without limiting the generality of the foregoing, the Town may require that the Developer ceases and desists from doing any further work on the Lands or pursuant to this Agreement, and the Developer hereby agrees to stop work if it receives notice to do so. The aforesaid agreement to stop work refers to any and all construction of any nature or kind whatsoever in connection with the Lands, including the construction of houses or other buildings or Structures on the Lands.
- 8.6.6 Notwithstanding the aforesaid, the Town Engineer shall be permitted to schedule the construction of all Services and in such priority as the Town Engineer in his sole discretion deems advisable, and the Developer hereby agrees to abide by such scheduling as the Town Engineer may from time to time direct.

8.7 Additional Works

If at any time and from time during construction of the Services, the Town Engineer is of the opinion that Additional Works are required to adequately provide for any of the Services referred to, or to properly service the Lands or to provide for the best interest of the Town and its inhabitants, the Developer shall construct such Additional Works as the Town Engineer in writing directs. All Additional Works shall be constructed by the Developer in the same manner as if the same had been Works or

Special Works, and without limiting the generality of the foregoing, such Additional Works shall be designed by the Developer's Consulting Engineer at the Developer's expense in accordance with criteria and standards set by the Town Engineer and the design and construction of such Additional Works shall be subject to the approval of the Town Engineer. Provided however the completion of Additional Works shall be on or before a date to be specified by the Town Engineer and shall in any event be completed expeditiously.

8.8 Supervision and Inspection of Construction of Services

8.8.1 The Town will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the approved Plans and Specifications and Town Standards. If in the opinion of the Town, continuous supervision is not being provided or construction is not proceeding satisfactorily the Town may:

- (a) arrange for full-time inspection; or
- (b) issue a stop work order to the Developer or the Developer's Consulting Engineer.

8.8.2 If the Town arranges for full-time inspection this will not relieve the Developer from its separate responsibilities to provide continuous site inspection through the Developer's Consulting Engineer. A copy of this clause must be delivered by the Developer to each and every contractor engaged for construction of the Services.

8.8.3 Notwithstanding any acceptance of the Plans and Specifications given by the Town, neither the Town, nor the Town's Engineer will be responsible for the Plans and Specifications. The Developer shall be responsible for the soundness of the engineering design and for ensuring that the Services required to be done will function as intended and contemplated and will be compatible with the final approved subdivision services.

8.8.4 If the Developer covers or permits to be covered work that has been designated for special tests, inspections, or approvals by the Town Engineer before such special tests, inspections or approvals have been made, given or completed, the Developer shall, if so directed by the Town Engineer, uncover such work, have the inspection or test satisfactorily completed and make good such work at the Developer's expense. The Town Engineer may order any part or parts of the Services to be specially examined should he believe that such work is not in accordance with the requirements of this Agreement. If, upon examination such work is in the opinion of the Town Engineer found not in accordance with the requirements of this Agreement, the Developer shall correct such work and regardless of any finding as aforesaid the Developer shall pay all expenses in connection with the provisions of this clause.

8.9 Work Hours

8.9.1 All work on the Lands will be performed during the permitted hours prescribed for Construction Related activities in Schedule "1" to the Town's Noise Control By-law No. 6001-24 (Indexed as By-law Number 24-20. In particular, the permitted work hours shall be from 07:00 to 21:00.

8.9.2 Work on the Lands will be prohibited outside of these hours without prior written approval from the Town.

8.10 Signage

- 8.10.1 The Developer shall erect signs at each entrance of the subdivision and the sign must read "Roads Not Assumed by Municipality - Use at Your Own Risk". The signs are to be in accordance with Ontario Traffic Manual Book 1B, Table 1 Sign Rc with Engineering Grade sheeting and Highway Gothic D upper case lettering.
- 8.10.2 The signs shall include the name of the Developer's Consulting Engineer and a contact telephone number.
- 8.10.3 The signs must not be removed until the Town has passed a by-law assuming the roads into the municipal road system and the by-law has been registered on title in the Land Registry Office for the County.
- 8.10.4 The Developer shall erect signs as required by the Town on all public walkways, parks, detention pond facilities and institutional, residential or commercial blocks, as required by the Town Engineer to notify the public of future land use or potential hazards in relation to these undeveloped sites and confirming that the sites have not yet been accepted by the Town and the use of them is at the public's own risk. The exact wording, type of sign and size of the lettering is to be decided by the Town Engineer. The signs must not be removed until the Town Engineer has authorized their removal in writing.
- 8.10.5 Without limiting the generality of Section 13.9, all signage erected by the Developer shall comply with the provisions of the Sign By-law.

8.11 Services

- 8.11.1 The Developer shall construct the Works and Special Works described in this Agreement, together with all Additional Works required to be constructed in conjunction therewith, or in addition thereto, as may be determined by the Town Engineer in accordance with the provisions hereof, and in compliance with all Laws, it being understood and agreed that the Works and Special Works enumerated or referred to in this Agreement or the schedules thereto may not be the only works required to be constructed by the Developer.
- 8.11.2 All of the requisite works required by this Agreement in order to provide services to the Lots or part Lots within the Plan pertain solely to the area within the limits of the Plan unless stated otherwise, and the Works cannot be extended, either in form of aboveground services or underground services beyond the limits of the Plan for any reason, unless specified in this Agreement, or without the prior written approval of the Town.
- 8.11.3 All Services shall be constructed in accordance with the Plans and Specifications approved by the Town Engineer. Approval of the Town Engineer shall be deemed not to have been given if the Plan has not been registered or if the Plans and Specifications do not comply with all applicable Laws. The Plans and Specifications referred to in Schedule "D" and any other Plans and Specifications approved by the Town Engineer may be amended from time to time, provided such amendments are made on or noted on the approved copies, and such amendments shall not be in effect unless approved by the Town Engineer. All Plans and Specifications, and any other plans, and any other plans or drawings required pursuant to this Agreement of any kind whatsoever, shall be prepared and submitted in accordance with design criteria and standard detail drawings as adopted from time to time by the Town and any elevations on any Plans and Specifications or any other plans required pursuant to this Agreement shall refer and relate to the horizontal/vertical control monuments as referred to therein.

8.11.4 The Developer shall not connect any Services to existing municipal services without the prior written approval of the Town Engineer and in accordance with the special provisions set out in Schedule “Q”.

8.12 Roads

8.12.1 No pavement shall be placed upon the streets, or sidewalks or curbs poured until compaction tests have been carried out upon the sub-grade and upon the granular base course by the Developer’s geotechnical consultant, and such pavement shall be placed upon the streets, and concrete shall be poured for sidewalks and curbs within a time period and in accordance with such conditions as specified by the Town Engineer after the Town Engineer has received, reviewed, and approved such tests. The Developer shall reimburse the Town for such tests.

8.12.2 The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other Services to the final grade to the satisfaction of the Town Engineer.

8.12.3 The Developer shall maintain the gravel and stone base or the asphalt in a useable condition for vehicular traffic and shall control dust to such a level acceptable to the Town Engineer, and, until such time as the roads have been assumed by the Town, the Developer shall repair any roadway forthwith after having been given notice by the Town Engineer to make repairs. The Developer shall construct all streets that are connected to existing streets and roadways in such a manner as to provide a proper connecting link, including a transitional section. All street signs shall be posted (including the posting of temporary signs) as required by the Plans and Specifications and as directed by the Town Engineer. The Developer shall reimburse the Town for signs at all access points from existing streets to the Lands to advise the public of the current status of the road allowances within the Lands and the cost of the maintenance and replacement thereof if deemed necessary by the Town Engineer.

8.13 Parkland Development

8.13.1 The Developer shall construct all local service components of Parkland works as set out in Schedule “K”, to the satisfaction of the Town.

8.13.2 The Developer will seek to complete the Parkland works within the same growing season as the Certificate of Completion and Acceptance for Underground Works is issued for the phase in which the Parkland is located and, if not possible, the Developer shall complete the Parkland during the following growing season.

8.13.3 The Developer shall erect signs on the Parkland stating that “NO ACCESS ALLOWED UNTIL PARK FACILITIES ARE CONSTRUCTED AND APPROVED BY THE TOWN OF ERIN”.

8.13.4 The Developer shall ensure that no one deposits any construction materials or refuse on the Parkland and shall remove anything that is deposited within 24 hours of notification by the Town.

8.14 Grading and Drainage

8.14.1 The Developer shall complete the drainage works including all grading, ditches, swales, pipes, apparatus and equipment to service all the Lands within the Plan and adjacent thereto as required by and according to the Plans and Specifications approved by the Town.

8.14.2 The Developer shall maintain the complete drainage system, including clearing any blockage, until issuance of the Certificate of Maintenance and Final Acceptance is issued by the Town.

8.14.3 The Town may connect or authorize connections into the drainage system, and such connections will not constitute acceptance of the drainage system by the Town without issuance of the Certificate of Maintenance of Final Acceptance by the Town.

8.14.4 All Lots and all lands owned by the Developer abutting the Lands shall be graded to drain in accordance with the Plans and Specifications. Until the roads laid out according to the Plan have been expressly assumed by the Town as part of the Town road system, the Developer shall provide adequate drainage of the surface water from the Lands.

8.14.5 The Developer shall construct all Services in such a manner that no damage shall result by reason of the drainage therefrom or in connection therewith to persons other than the Developer or to property owner by persons other than the Developer. For the purposes of this clause, "persons other than the Developer" shall include successors in title to the Developer.

8.14.6 The Developer shall grant and convey or cause to be granted and conveyed any and all easements required for drainage purposes herein referred to or as may be required from time to time in the discretion of the Town Engineer. If Services are to be constructed to drain the Lands through lands other than the Lands, all such Services shall be designed in a sufficient size for the drainage requirements of an overall drainage area to be determined by the Town Engineer.

8.15 Watermains and Service Connections

8.15.1 All watermains and service connections, as required, must be constructed in accordance with the approved Plans and Specifications and MECP regulations.

8.15.2 The Town may connect or authorize connections into the water system and such connections will not constitute acceptance of the water system by the Town.

8.16 Fire Hydrants

Prior to the Certificate of Completion and Acceptance of Underground Works being issued, the Developer shall undertake through a qualified testing company, watermain flow testing and complete the appropriate colour coding of the fire hydrants in accordance with the Town Standards.

8.17 Sanitary Sewer and Service Connections

8.17.1 All sanitary sewers and service connections as required must be constructed in accordance with the approved Plans and Specifications, and MECP regulations.

8.17.2 The Town may connect or authorize connections into the sanitary sewer system, and such connections will not constitute acceptance of the sanitary sewer system by the Town.

8.18 Area Tile Bed and Septic Tank Systems

All sewage disposal systems must be designed in accordance with the Building Code Act and MECP requirements, where applicable.

8.19 Fencing of Parks, Walkways etc.

The Developer must fence, in accordance with Town Standards, all public walkways, parks, detention pond facilities, institutional and commercial uses and all adjacent lands as shown on the Plans and Specifications set out in Schedule "D", before the issuance of the Certificate of Maintenance and Final Acceptance for the Plan or a phase thereof if applicable.

8.20 Walkway and Pedestrian Paths

All walkways and pedestrian paths must be developed and constructed in accordance with the Town Standards and with the Plans and Specifications, and linkages must be extended through Town owned lands.

8.21 Dead End Barricades

8.21.1 The Developer shall construct the temporary dead end barricades in accordance with Town Standards as shown on the Plans and Specifications set out in Schedule "D".

8.21.2 The Developer shall, at the Developer's expense, erect permanent type barricades in accordance with such specifications and at such locations as the Town Engineer may in writing direct.

8.22 Temporary Turning Circles

8.22.1 The Developer shall construct the temporary turning circles in accordance with the Town Standards as shown on the Plans and Specifications set out in Schedule "D".

8.22.2 When the temporary turning circle is no longer required the Developer shall remove the temporary turning circle and construct the through road to Town Standards including boulevard works, and Lot grading including, but not limited to, sodding.

8.23 Dust and Mud Control

8.23.1 If for any reason whatsoever, any Person, firm or corporation, their servants and agents, or any unauthorized persons (including trespassers) damage or leave debris or mud in, under, upon or over any of the Services, whether by misadventure, inadvertence, lack of knowledge, intentionally or otherwise, the Developer shall forthwith repair any such Services and remove any debris or mud as the Town Engineer may in writing direct.

8.23.2 At any time before the Certificate of Maintenance of Final Acceptance is issued with respect to the roads, the Developer shall apply dust suppressant approved by the Town Engineer to the roads, or clean the roads if paved, in quantities or at intervals acceptable to the Town, sufficient to prevent any dust or mud problem to traffic, home occupants or road.

8.23.3 The Developer's obligation with regard to dust and mud control applies to both roads within the Plan and roads external to the Plan.

8.23.4 Once occupancy occurs, the Developer shall sweep a minimum of once weekly with a mechanical sweeper approved by the Town. Sweeping must be completed at the end of each week prior to the weekend. Sweeping must continue until all Lots or part Lots in the Plan have been completed with sod.

8.23.5 If the Developer has not taken remedial action within twenty-four (24) hours of receiving a written notification from the Town regarding a dust or mud control problem, related to the development whether internal or external to the Plan, then the

Town may employ forces to implement suitable measures of dust or mud control at the Developer's expense.

8.23.6 Upon two (2) notices being issued by the Town pursuant to Subsection 8.23.5, the Town may implement an ongoing weekly street sweeping program as described in Subsection 8.23.4 at the Developer's expense.

8.24 Access Roads

8.24.1 The Town reserves the right to designate point of ingress and egress to the Lands for any purpose whatsoever until Final Acceptance.

8.24.2 All access roads must be maintained by the Developer in good repair during the time of construction.

8.25 Road Closures

8.25.1 No roadway outside the limits of the Plan may be closed without the written consent of the Town.

8.25.2 Following the issuance of the Overall Occupancy Certificate described in Sections 10.1 and 10.2, no roadway within the limits of the Plan may be closed without the written consent of the Town.

8.25.3 Where written consent of the Town is required pursuant to this Section, the Developer shall advise the Town of the date and time it wishes to close a roadway, and a road occupancy permit is required, which may be issued at the Town's discretion.

8.26 Damage and Rectification

8.26.1 The Developer shall repair any damages caused to any existing road, or existing Structure or plant located on the road allowance as a result of the development of the Plan and shall pay for any cost involved in the relocation of the existing service, such as hydrants, telephone poles, etc., which become necessary because of the development of the Plan.

8.26.2 The Developer shall ensure that the Developer's Consulting Engineer arranges for an inspection with Town Staff for the purpose of compiling an inventory of existing conditions prior to work on the Plan. Failing completion of this inventory, Town Staff's assessment of conditions prior to construction will be final.

8.26.3 In the event the Developer has commenced work on the Services, but before the Town has issued a Certificate of Maintenance and Final Acceptance with respect to the Services, and any of the Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and in the sole opinion of the Town Engineer, rectification or action is required to prevent damage or hardship to persons or property, the Developer shall, upon the written instructions of the Town Engineer, do all acts and things as are required by the Town Engineer to rectify the condition. In the event the condition as aforesaid is an emergency, or immediate rectification is required, then the Town may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Developer, and the Developer shall reimburse the Town for any and all reasonable expenses incurred, whether directly or indirectly by the Town, in connection with the same.

8.26.4 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act of commission or omission of the Developer, and whether incorporated in the Services or not, which has been rejected

by the Town Engineer as failing to conform with the intent of this Agreement or the Town Standards, shall be removed promptly and replaced or repaired promptly in accordance with the directions of the Town Engineer.

8.27 Tidy Condition of the Lands

8.27.1 The Developer shall maintain the Lands in a tidy condition and free from the accumulation of refuse and debris and shall cut all grasses and weeds at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height.

8.27.2 Any construction refuse and debris stored on the Land must be maintained in an orderly and sanitary fashion.

8.27.3 Prior to the completion of the development and at other intervals as directed by Town Staff due to accumulation of refuse and debris, proximity to the public, safety or any other reason the Developer shall have all refuse and debris stored on the Lands properly disposed of off-site in compliance with all applicable legislation and municipal by-laws .

8.27.4 The Town is not responsible for the removal or disposal of refuse and debris.

8.27.5 No refuse or debris is to be deposited or buried on areas or phases of the Plan.

8.27.6 If the Developer has not taken remedial action within twenty-four (24) hours of receiving a written notification from Town staff regarding the requirement to dispose of refuse or debris off-site, the Town may employ forces, at the Developer's expense, to implement suitable measures to properly dispose of the refuse or debris.

8.27.7 When all work is substantially performed pursuant to this Agreement, the Developer shall remove its surplus products, tools, construction machinery, equipment, refuse, and debris from the Lands, including any refuse and debris on the Lands caused by third parties. Notwithstanding the presence of successors in title to the Developer or third parties on the Lands, the Developer shall at all times continue to be responsible for maintaining the Lands in a tidy condition and free from the accumulation of refuse and debris, and the Developer shall remove or cause the removal of any refuse or debris from the Lands and Services or cut grasses and as aforesaid when requested to do so in writing by the Town Engineer. The Developer shall be released from this obligation on a Lot-by-Lot basis only after the unconditional Individual Occupancy Certificate is issued for the Lot.

8.28 Preservation of Trees

8.28.1 The Developer must preserve all healthy trees within the limits of the Plan as stipulated by the Town, except for those identified in an approved Tree Preservation Plan for removal.

8.28.2 The Town may require the Developer to remove all dead trees, including limbs and stumps from any land which is to be dedicated or transferred to the Town on the Plan. Replacement trees may be required by the Town for dead trees. All such dead trees, limbs and stumps must be disposed of in an authorized disposal site acceptable to the Town. All healthy trees removed by the Developer without the written approval of the Town, and all healthy trees that are damaged, on any land being dedicated or transferred to the Town must be replaced by the Developer to the satisfaction of the Town.

8.28.3 The Town may require that any dead trees, or portions of dead trees, including, but not limited to, trees, limbs and stumps, located within the limits of the Plan on lands

which are not being dedicated or transferred to the Town in fee simple, be removed by the Developer.

8.28.4 Without limiting the generality of Section 13.9, prior to any tree removal, the Developer must obtain any permits or exemptions required by the County or the Town pursuant to the by-laws of the County or the Town.

8.28.5 In addition to the above requirements, the Developer shall implement the Tree Preservation Plan and any related plans, if applicable, as set out in Schedule "D".

8.29 Re-Vegetation

8.29.1 Removal of vegetation, grading, and soil compaction shall be kept to the minimum necessary to construct the Works. Removal of vegetation shall not occur more than thirty (30) days prior to grading or construction.

8.29.2 If any portion of the Lands have been stripped of topsoil and no construction occurs, or is expected to occur, thereon for a period of one year, the Town may require the Developer to apply topsoil and seed the area.

8.29.3 If the Developer has not taken remedial actions within 24 hours of receiving a written notification from the Town regarding the need to apply topsoil and seed the area, then the Town may implement appropriate actions to apply the topsoil and seed the area as deemed appropriate by the Town.

8.30 Siltation and Erosion Control

8.30.1 The Developer shall provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Town and the MNRF.

8.30.2 The Developer shall take any and all necessary steps, to the satisfaction of the Town, to ensure that stormwater flows and sediment wash-off are controlled to the extent that downstream lands and waterways are protected from nuisance and/or damage.

8.30.3 The Developer shall upon request of the Town Engineer, take such erosion control measures and construct such erosion control works as the Town Engineer may in writing direct. Such erosion control measures may, without limiting the generality of the foregoing, include:

- (a) temporary sodding or seeding;
- (b) temporary grading measures;
- (c) use of barriers, fencing and embankments;
- (d) permanent planting, seeding, or sodding;
- (e) use of rip-rap or other similar methods;
- (f) construction of culverts, drains and spillways;
- (g) sedimentation ponds, retention ponds , detention ponds, or siltation ponds.

8.31 Underground Works Certificate

8.31.1 Subject to the special provisions in Schedule "Q", it is intended that the water distribution system, storm sewer system, and sanitary sewer system will be constructed, inspected and approved, and will be operational, before the issuance of

building permits. For the purpose of this Subsection, operational means the systems meet all requirements for the MECP and have passed all Town testing procedures. In addition, for the water distribution system, the MECP requirements are deemed to include all requirements of the safe drinking water standards and the Ontario Water Resources Act.

8.31.2 Prior to issuance of the Certificate of Completion and Acceptance of Underground Works the following are the minimum requirements to be completed:

- (a) base asphalt;
- (b) base curb;
- (c) road granulars;
- (d) hydrants flow tested and colour coded;
- (e) Lots or part Lots pre-graded to no more than 400mm below final grade;
- (g) regulatory traffic and street signs have been installed and applicable by-laws amended by the Town;
- (h) all Underground Works including, but not limited to, sanitary sewer, watermains, storm sewers and storm ponds, tested and approved for operation by the Town
- (i) the Engineered Fill drawings required by Section 9.2; and
- (j) any other item requested by the Town that is reasonably required to complete the Underground Works.

8.31.3 When the Town is satisfied that the Underground Works are substantially completed and the Developer and has supplied the Town with the following:

- (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
- (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance of Underground Works.

8.31.4 The Certificate of Completion and Acceptance of Underground Works may contain a list of minor deficiencies which have to be corrected by the Developer but which are not considered of sufficient importance to delay the issuance of the Certificate of Completion and Acceptance of Underground Works provided the Developer has provided a written schedule setting out a deadline to complete the deficiencies and the Town has approved and accepted the schedule. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected at the Developer's expense.

8.31.5 The Town may withhold the Certificate of Completion and Acceptance of Underground Works if the Developer is in default of any requirements or obligations of this Agreement.

8.31.6 The Maintenance Period for these Underground Works will commence when the Certificate of Completion and Acceptance of Underground Works is issued and continue until the expiry of the Maintenance Period.

8.31.7 Upon issuance of the Certificate of Completion and Acceptance of Underground Works the water supply and waste water collection systems will be operated and managed by the Town in such a manner as the Town deems fit.

8.31.8 The Town shall determine the terms and conditions upon which the water supply and the waste water collection systems will be operated and upon which water will be supplied to and waste water collected from the residents within the Plan.

8.32 Aboveground Works Certificate

8.32.1 When all the Aboveground Works have been completed, except for the surface course of asphalt, the Developer's Consulting Engineer shall notify the Town and request an inspection. Once requested the Town will perform an inspection and arrange for all appropriate agencies and utilities to perform their inspections.

8.32.2 When the Town is satisfied that the Aboveground Works are substantially completed and the Developer has supplied the Town with the following:

- (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
- (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the Aboveground Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance of Aboveground Works.

8.32.3 The Certificate of Completion and Acceptance of Aboveground Works may contain a list of minor deficiencies which have to be corrected by the Developer but which are not considered of sufficient importance to delay the issuance of the Certificate of Completion and Acceptance of Aboveground Works provided the Developer has provided a written schedule setting out a deadline to complete the deficiencies and the Town has approved and accepted the schedule. If the deficiencies are not completed in accordance with the approved schedule the Town may proceed to have the deficiencies corrected at the Developer's expense.

8.32.4 The two (2) year Maintenance Period will commence when the Certificate of Completion and Acceptance of Aboveground Works has been issued.

8.32.5 The Town may withhold the Certificate of Completion and Acceptance of Aboveground Works if the Developer is in default of any of the requirements or obligations of this Agreement.

8.32.6 Surface course asphalt and any repairs associated with placement of this asphalt will be completed by the Developer when directed to do so by the Town.

PART 9 - BUILDING PERMITS

9.1 Issuance

- 9.1.1 A Builder will not request issuance of building permits until all of the requirements of this Agreement with respect to issuance of building permits and, specifically this Section, have been met by the Developer.
- 9.1.2 The Town may refuse the issuance of a building permit for any Structure on any Lot, if:
- (a) the Developer is in default of any of the provisions of this Agreement;
 - (b) the Town Engineer has not issued the Certificate of Completion and Acceptance of Underground Works;
 - (c) suitable access has not been provided by the Developer sufficient for vehicular traffic to the Lot, including secondary access if required by the Town;
 - (d) an adequate supply of water is not available for the Structure;
 - (e) a permit or permits from the appropriate authorities for a private sewage disposal system, if applicable, has not been obtained and filed with the Town;
 - (f) the Developer has not furnished the Town with satisfactory evidence that the sewer and water facilities required to service the Lot have been completed on the street upon which the Lot fronts, and are connected to the municipal water and sewer system, so as to provide adequate sewer and water services to the Lot;
 - (g) an Individual Grade Control Plan has not been filed with the Town, in accordance with Section 9.5;
 - (h) all of the conditions contained in Schedule "F" have not been complied with, including any approvals from any other governmental agency;
 - (i) the residential blocks and units are not clearly identified with a sign containing the appropriate marking with letters and numbers of at least fifteen (15) centimetres in height at least one (1) metre above the existing grade and located in the middle of the limit of the residential block or unit adjacent to the roadway;
 - (j) the applicable provider of hydro-electric services having jurisdiction for electrical services within the Lands has not certified that the Developer has fully complied with its requirements for the provision of:
 - (i) the installation of an underground electric distribution system to adequately service the Lands and all structures to be erected on the lands;
 - (ii) the payment of all fees, charges and costs required to be paid to the said provider to provide for such a system; and
 - (iii) the conveyance of all easements or lands or the execution of all agreements required by the said provider in connection with electric services for the lands and structures to be erected on the Lands;

- (k) the Town Solicitor has not yet certified that the Plan has been registered and that all easements and conveyances required to be conveyed pursuant to this Agreement have been received in satisfactory form and have been registered and that the title with respect to any conveyance is free and clear of any liens or encumbrances and in the case of easements is not subordinate to any liens or encumbrances;
- (l) all dead trees on the Lands have not yet been removed in accordance with Section 8.28.3;
- (m) . If deemed necessary by the Town or the Town Engineer, the applicant for a building permit shall pay a lot and grading deposit in the amount of \$1,000 per Lot at the time of the issuance of the building permit in an amount and on such terms as determined by the Town;
- (n) all applicable Laws have not been complied with; or
- (o) a Letter of Credit has not been provided to the Town, providing Security in the amount as set out in Schedule "E" for compliance with the provisions of this Agreement relating to the grading and sodding of Lots. The total amount of Security required for the Lands is required prior to issuance of any building permit. The Security required by this Subsection may be released by the Town on a Lot by Lot basis when a Lot Grading Certificate is issued for such Lot.

9.2 Engineered Fill Drawings

- 9.2.1 The Developer shall submit to the Town's Chief Building Official a certificate from the Developer's Consulting Engineer indicating whether any dwelling unit on Lots or part Lots will be constructed on engineered fill.
- 9.2.2 The Developer shall provide, prior to the application for a building permit on engineered fill Lots, a detailed plan outlining the depth of fill by contours overlaid on the Lot fabric. The plan must be in a format acceptable to the Town's Chief Building Official.

9.3 Lots Unsuitable for Building

- 9.3.1 The Lots or part Lots as set out on Schedule "I" are unsuitable for building and the Developer will not request a building permit until the Restriction has been released.
- 9.3.2 The Developer shall register any Restriction described in Schedule "I", pursuant to Section 118 or 119 of the Land Titles Act, prohibiting the transferring of these Lots or part Lots without the consent of the Town and/or providing that these Lots or part Lots are not to be built upon without the consent of the Town. The Town will not provide consent until the items set out on Schedule "I" for each Lot or part Lot have been completed to the satisfaction of the Town.

9.4 Firebreak

- 9.4.1 The units as set out on Schedule "I" are designated as firebreak units ("Firebreak").
- 9.4.2 The Town's Fire Prevention Officer may designate additional units as Firebreak.
- 9.4.3 Notwithstanding that a building permit may have been issued by the Town for a Firebreak, the dwelling unit to be built on the Firebreak must be constructed only to the point where it is left capped at the sub-floor level at grade until such time as the

exterior of both dwelling units adjoining the Firebreak are substantially finished including the installation of cladding, roofing and windows, at which time the Town's Fire Prevention Officer may issue a "Firebreak Certificate".

- 9.4.4 All units within the Plan designated as Firebreak must have a minimum lot width of 12 metres. If the Lots on the Plan are less than 12 metres in width due to the approval by the Town of townhomes, link homes, or semi-detached homes, or otherwise, a double foundation must be used as the Firebreak so that two units combined are designated as one Firebreak and capped as set out above.
- 9.4.5 A Firebreak change will only be effective once a Firebreak Certificate has been issued by the Town's Fire Prevention Officer.
- 9.4.6 No construction beyond a capped foundation as described above will commence on a designated Firebreak Lot prior to the issuance of a Firebreak Certificate which will be issued by the Town's Fire Prevention Officer releasing the Lot from the designation of a Firebreak Lot.
- 9.4.7 The Developer shall post a 0.6 metre by 0.6 metre sign at the lot frontage of each Firebreak clearly indicating that such unit is a Firebreak and such sign shall remain posted until the issuance of Firebreak Certificate for that unit.

9.5 Conformity with Grading

- 9.5.1 The Developer agrees that prior to the application for any building permit for any Structure on the Plan, it will prepare and have approved by the Town Engineer an Individual Grade Control Plan for all Lots. Prior to submission to the Town, the Individual Grade Control Plan is to be reviewed by the Developer's Consulting Engineer and certified by the Developer's Consulting Engineer with respect to the Town's grading criteria as well as compliance with good engineering practice. The Individual Grade Control Plan shall show all details required by the Town Engineer, and without limiting the generality of the foregoing, shall show:
- (a) all existing and final grades at all corners of the Lot and all intermediate points of grade changes;
 - (b) driveway grades along both sides of the driveway (percentage grades);
 - (c) driveway widths at curb line, property line and garage;
 - (d) proposed locations for building envelopes, envelopes for private sewage disposal systems, and private water supply systems;
 - (e) proposed top of foundation and garage slab grades, as well as footing elevations and bottom of foundation;
 - (f) all proposed finished front yard grades at building line for the Lot and finished floor grades and the lowest basement elevation for any proposed Structure on the Lands;
 - (g) the proposed direction of the rear yard drainage with any swales and rear yard catch basins required for any Lot;
 - (h) retaining devices;
 - (i) slope details, percentage of fall;
 - (j) swales;

- (k) cross-sections in significant locations;
- (l) surface runoff pattern;
- (m) sidewalk and walkway locations;
- (n) servicing structures such as transformer and terminal boxes, hydrants, street light poles, etc.;
- (o) all fencing, acoustical barriers, and/or berms required by the terms of this Agreement;
- (p) location and invert elevations of storm and sanitary laterals;
- (q) location of proposed easements;
- (r) the extent of engineered fill;
- (s) the location of the horizontal/vertical control monuments as designated by the Town Engineer; and
- (t) all embankments required to effect the grading.

9.5.2 The Developer agrees to operate a grade control program to the satisfaction of the Town Engineer to ensure that all proposed development on the Lands conforms with the intent of the approved Individual Grade Control Plans. In the event, in the opinion of the Town Engineer, the Developer is not conforming with an Individual Grade Control Plan, the Town Engineer may issue a work order specifying what changes alterations, or corrections the Developer is required to make. Failure to make such changes, alterations or corrections forthwith upon demand, or within a period of time prescribed by the Town Engineer, shall be deemed to be a default by the Developer under the terms of this Agreement.

9.5.3 The Developer shall provide that all foundation weeping tiles of any Structure constructed on a Lot shall be connected to a storm sewer system or drainage system or otherwise constructed in such a manner to be approved by the Town Engineer.

9.5.4 The Town may permit the Developer to revise a portion of a submitted detailed Individual Grade Control Plan if:

- (a) in the opinion of the Town, such changes result in the purchaser homeowner receiving greater usability of the Lot; and
- (b) there are no adverse drainage impacts from such changes.

9.5.5 A Lot Grading Certificate will be issued by the Town's Engineer when the following conditions have been met:

- (a) Lot grading is completed in accordance with the Town Standards and the approved Individual Grade Control Plan which includes sodding, paving to the garage and installation of retaining walls, where applicable; and
- (b) a lot grading certificate has been provided by the Developer's Consulting Engineer

(a "Lot Grading Certificate").

9.5.6 Lot grading for each Lot shall be completed within twelve months of issuance of an occupancy permit for that Lot pursuant to the Building Code Act.

9.5.7 If the Lot grading has not been completed within the aforementioned timeframe, the Town may have the Lot grading completed at the Developer's expense. Further, the Town shall retain security for the cost of grading each Lot, which will not be released until the Town Engineer has issued a Lot Grading Certificate for said Lot and one winter and one spring has passed.

9.6 Water Meters and Remote Reading Units

9.6.1 Every dwelling unit must have a water meter and remote reading unit which will be purchased from the Town by the Builder. Every dwelling unit must have a back flow prevention valve installed and where appropriate, at the sole discretion of the Town, a pressure reduction valve installed.

9.6.2 All registration apparatus will be installed by the Town, attached to the service line immediately following the stop and drain valve.

9.7 Architecture

9.7.1 The Developer acknowledges that the Lands are subject to architectural controls as are set out in Schedule "P" to this Agreement.

9.8 Site Plan Control

9.8.1 The Lots listed in Schedule "J" are subject to Site Plan Control pursuant to section 41 of the Planning Act. A Site Plan Agreement is required with the Town prior to development of these Lots.

9.8.2 Where there is a conflict between the provisions of this Agreement and a Site Plan Agreement referred to in this Section, the provisions of the Site Plan Agreement shall prevail.

PART 10 – OCCUPANCY CERTIFICATES

10.1 Two Stage Occupancy Certificates

10.1.1 Despite anything within this Agreement to the contrary, and despite any provisions of the Building Code Act, no dwelling units erected on the Lots or part Lots within the Plan shall be occupied for any purpose whatsoever until the Town has issued an Overall Occupancy Certificate as well as an Individual Occupancy Certificate.

10.1.2 Neither the Overall Occupancy Certificate nor the Individual Occupancy Certificate are the same as, and are required in addition to, the occupancy permit required pursuant to the Building Code Act.

10.1.3 The Developer hereby covenants and agrees to advise any purchaser of any Lot or residential unit of the requirements pertaining to the Overall Occupancy Certificate and Individual Occupancy Certificates as herein contained, and hereby further covenants and agrees that in any agreement whereby the Developer purports to sell, convey, transfer, assign, lease or otherwise deal with any Lot or residential unit, the Developer shall obtain an acknowledgement from the other party to such an agreement that such other party is aware of the provisions of this Agreement pertaining to the Overall Occupancy Certificate and Individual Occupancy Certificates. In the event the Developer does not obtain such an acknowledgement, the Developer shall be deemed to be in default pursuant to the terms of this

Agreement. The Developer, forthwith after receipt of a copy of such acknowledgement shall file a true copy thereof with the Town Solicitor.

10.2 Overall Occupancy Certificate

10.2.1 The following are the requirements for the Overall Occupancy Certificate to be issued by the Town:

- (a) the Town Engineer has reviewed the completion of the Works and certified that the development has been completed to a level acceptable to the Town to permit occupancy. Despite the foregoing, the Town reserves the right to restrict occupancy or impose conditions in order to relieve the Town from any problems arising from occurrence of occupancy before the issuance of the Certificate of Completion and Acceptance of Aboveground Works;
- (b) electrical supply services, street lights, telephone lines and gas services have been installed and approved by the Town Engineer;
- (c) any required reconstruction of existing roads and repairs to roads have been completed and approved by the Town Engineer;
- (d) any acoustical or safety items are installed, as required by the Town Engineer;
- (f) fencing of open space has been Installed, as required by the Town Engineer;
- (g) the Chief Building Official has been advised by Director of Fire Services (Fire Chief) and Emergency Management that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available;
- (h) mail box sites or temporary mail box sites have been installed;
- (i) the Developer is not in default of any of the provisions of this Agreement;

10.2.2 The Overall Occupancy Certificate may provide that its issuance is conditional upon any matter or thing stated in such Overall Occupancy Certificate, and that in the event such conditions are not complied with, then in the discretion of the Town Engineer, the Overall Occupancy Certificate may be revoked.

10.2.3 The Overall Occupancy Certificate may provide for the posting of Security upon the issuance of the Overall Occupancy Certificate to provide for the completion of certain matters or things, and without limiting the generality of the foregoing, such matters or things may include the following:

- (a) the construction of Services; and
- (b) any other matter or thing being a requirement of this Agreement or with respect to compliance with any Laws.

10.3 Individual Occupancy Certificate

10.3.1 The following are the requirements for an Individual Occupancy Certificate to be issued by the Town:

- (a) an Overall Occupancy Certificate has been issued that applies to the Lot;

- (b) connection of water services, sanitary sewers or private sewage disposal system, storm drainage, or such other services as are applicable to the Structure or Lot have been completed to the satisfaction of the Town Engineer;
- (c) hydro-electric services are connected to the Structure and all requirements of the applicable hydro-electric service provider have been complied with, with respect to the Lot;
- (d) all roof drainage and foundation weeping tiles of the Structure have been completed to the satisfaction of the Town Engineer;
- (e) the Structure has been constructed in accordance with all plans in respect of which a building permit was issued and in compliance with the Building Code Act and in the opinion of the Town's Chief Building Official, the Structure is habitable;
- (f) the driveway to the Structure is constructed pursuant to the provisions of this Agreement and Town Standards to the satisfaction of the Town Engineer;
- (g) the Lot has been topsoiled, sodded or seeded in accordance with the requirements of this Agreement, to the satisfaction of the Town Engineer, weather permitting, provided that such lot is topsoiled, sodded or seeded within one (1) year of the Individual Occupancy Certificate having been issued for a Lot;
- (h) a Lot Grading Certificate has been issued pursuant to Subsection 9.5.5 of this Agreement. If the Lot grading is not completed prior to issuance of an Individual Occupancy Certificate, the Developer's Consulting Engineer must provide certification that the Lot for which an Individual Occupancy Certificate has been issued, has a base grade, swales and that all slopes are graded to conform to the Individual Grade Control Plan and minimum engineering design standards to the satisfaction of the Town Engineer;
- (i) the house number allocated by the Town has been affixed to each dwelling unit, in accordance with Town By-laws;
- (j) all work on the Lot has been done in accordance with site plan approval as referred to in Section 9.8 hereof;
- (k) mail box sites or temporary mail box sites have been installed;
- (l) The Developer is not in default of any of the provisions of this Agreement.

10.3.2 An Individual Occupancy Certificate may provide that its issuance is conditional upon any matter or thing stated in such Individual Occupancy Certificate, and that in the event such conditions are not complied with, then in the discretion of the Town Engineer, the Individual Occupancy Certificate may be revoked.

10.3.3 An Individual Occupancy Certificate may provide for the posting of Security upon the issuance of the Individual Occupancy Certificate to provide for the completion of certain matters or things, and without limiting the generality of the foregoing, such matters or things may include the following:

- (a) the completion of the Structure, as required by the Building Code Act;
- (b) the construction of Services;

- (c) the rectification or completion of any grading, sodding or seeding of the Lot;
- (d) finishing of the driveway;
- (e) exterior painting of the Structure or other external finishing of the Structure; and
- (f) any other matter or thing being a requirement of this Agreement or with respect to compliance with any Laws.

PART 11 – MAINTENANCE

11.1 Maintenance Period

11.1.1 The Developer covenants and agrees to keep in a proper state of repair and operation all Services from the date of issuance of the Certificate of Completion and Acceptance of Underground Works until the issuance of the Certificate of Maintenance and Final Acceptance by the Town. The Certificate of Maintenance and Final Acceptance shall not be issued until at least two (2) years after issuance of the Certificate of Completion and Acceptance of Aboveground Works.

11.1.2 The obligation in Subsection 11.1.1 includes the obligation to repair and maintain and if necessary replace all Services.

11.2 Maintenance of Services

Without limiting the generality of any of the foregoing, the Developer hereby agrees to perform maintenance during the Maintenance Period as follows:

- (a) to rectify, replace, or repair any Services not constructed in accordance with the approved Plans and Specifications or in accordance with the “as constructed” drawings provided by the Developer upon completion of construction;
- (b) to maintain all roads within the Plan in a mud and dust free condition and free of debris and obstructions and without limiting the generality of the foregoing, the Developer shall continue to implement the dust and mud control measures contained in Section 8.23 of this Agreement including but not limited to the weekly street sweeping program;
- (c) to cut all grasses and weeds on the Lands that are not occupied at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height, except with respect to those portions of the Lands that are designated as natural environmental areas;
- (d) to do all maintenance and repairs as the Developer may be directed to do in writing by the Town Engineer;
- (e) to ramp with asphalt all manholes and catch basins and appurtenances on the roadway until the application of the final coat of asphalt, or set the manholes level with base course asphalt and raise the manholes to finished grade to the satisfaction of the Town Engineer;
- (f) to re-ramp all manholes and catch basins and raise or lower all valves, hydrants, water boxes and any other Services as may be required and in accordance with the directions of the Town Engineer;

- (g) to plug all openings in the building drains to prevent the entry of earth or any foreign materials into any storm or sanitary sewer;
- (h) to keep visible, replace and obtain all water boxes, survey stakes, and any other Services required to be kept visible and maintained pursuant to this Agreement, or as directed by the Town Engineer;
- (i) to rectify and repair all settlements, depressions or any other defects on the roadway;
- (j) to provide curb depressions adjacent to any approved driveway entrance to a roadway, and to replace any original depressions not required or approved with curbs in accordance with the specifications of the Town Engineer;
- (k) to keep clear of snow and ice any roadways that provide access to dwellings constructed within the Plan, including a secondary means of access if required by the Town
- (l) to keep all catch basins free and clear of snow, ice, or other material such that the catch basins will accept run off from the roads and that no ponding will occur on the roads.

11.3 Maintenance Work by Town

- 11.3.1 Notwithstanding the provisions of Sections 11.1 and 11.2, the Town may in its sole discretion perform some of the maintenance obligations for or on behalf of the Developer, at the Developer's expense. The Town shall not be responsible for any damage to Services as a result of this work, and in the event that the Town damages its equipment as a result of the failure of the Developer to keep the Services in a proper state of maintenance and repair, or as a result of any breach by the Developer of the terms of this Agreement, the Developer shall pay all costs and expenses for the repair or replacement of such equipment. Nothing herein shall be construed as maintenance by the Town for any purpose, including for the purposes of creating any statutory duty on the Town for the maintenance of public highways or with respect to the Assumption of the roadways, it being understood and agreed that the Town status in this capacity is as a sub-contractor or agent of the Developer and not as a municipality.
- 11.3.2 If during any Maintenance Period provided herein, in the opinion of the Town or the Town Engineer, the Developer is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the Town, the Town may, without prior notice to the Developer, enter upon the Lands and repair, replace or otherwise maintain the Services at the Developer's expense.
- 11.3.3 Once the Town energizes the street lights, the Town will perform maintenance with respect to the street light fixtures including, but not limited to, light bulb replacement. All costs associated with maintenance of the street lights, including the energy costs of operating the street lights, shall be at the developer's expense until issuance of the Certificate of Maintenance and Final Acceptance.

11.4 Winter Maintenance

- 11.4.1 The Developer is responsible for completing snow removal and sanding of the roads and sidewalks within the Plan until the Certificate of Completion and Acceptance of Aboveground Works has been issued.

11.4.2 Until the Certificate of Maintenance and Final Acceptance has been issued, the Developer shall be responsible for ensuring that all catch basins are free and clear of snow, ice or other material such that they will accept run off from the roads and that no ponding will occur on the roads.

11.4.3 The Developer shall ensure that all construction materials, refuse and debris are kept at least three metres outside the limits of the roadway curbing from November 1 to March 31 of each year.

PART 12 – ACCEPTANCE

12.1 Final Acceptance of Services

12.1.1 Upon the Town being satisfied that the Services required to be constructed pursuant to this Agreement have been constructed in compliance therewith, and that such Services are able to perform the function for which they were intended, and upon the termination of the Maintenance Periods, and upon maintenance of the said Services having been carried out to the satisfaction of the Town Engineer, and upon compliance with all Laws, and upon the Town having considered this Agreement and all of the terms and conditions contained herein, then the Town may issue a Certificate of Maintenance and Final Acceptance of such Services (“Final Acceptance”) whereupon, except as to matters intended to survive such event, or unless otherwise agreed to in writing, the Developer shall be released from any further obligations pursuant to this Agreement with respect to such Services for which the Certificate of Maintenance and Final Acceptance has been issued.

12.1.2 The Town may refuse to issue a Certificate of Maintenance and Final Acceptance unless:

- (a) the Developer has complied with all of the provisions of this Agreement and is not in default pursuant to any of the provisions of this Agreement;
- (b) the Developer has complied with all applicable Laws;
- (c) the Developer has furnished a current statutory declaration to the Town whereby the Developer declares that he has paid all accounts that are payable in connection with the construction of the Services and that there are no outstanding claims or liens with respect thereto;
- (d) the Town has received from an Ontario Land Surveyor a current certificate certifying that he has found or replaced all standard iron bars and all monuments for school blocks, park blocks, easements, walkways and conveyances for general municipal purposes shown on the Plan as registered and as shown on any reference plan prepared for the purposes of any easements required pursuant to this Agreement;
- (e) the Developer’s Consulting Engineer has provided the Town with a certificate certifying that the Services have been constructed in conformity with this Agreement and in accordance with the Plans and Specifications, subject to any variation or amendment as approved in writing by the Town or the Town Engineer as the case may be;
- (f) the Developer has supplied to the Town the original engineering drawings for the Services, to show the final “as constructed” conditions; two sets of the final “as constructed” drawings have been provided to the Town by digital submission (all drawing changes occurring throughout the approvals process

incorporated into the digital submission using the line accuracy and layer standard required by the Town);

- (g) the Developer has supplied to the Town such additional surveys, plans, conveyances, easements, and documents requested by the Town;
- (h) the Town has issued Lot Grading Certificates pursuant to the provisions of Section 9.5 hereof for not less than eighty-five (85) percent of the Lots within the phase. On those Lots for which Lot Grading Certificates have not been issued, either a building permit must have been issued or the grading for the said Lot must be in accordance with the overall grade control plan set out in the Plans and Specification and the said Lots must be sodded or seeded to the satisfaction of the Town Engineer; and
- (i) the requirements of the County have been completed.

PART 13 - GENERAL

13.1 Covenants

All obligations contained in this Agreement, although not expressed to be covenants, are deemed to be covenants.

13.2 Performance of Covenants

Any action taken by the Town, or on its behalf pursuant to this Agreement, is in addition to, and without prejudice to any Security or other guarantee given, on behalf of the Developer, for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder.

13.3 No Duress

The Developer acknowledges and agrees that it is under no economic duress or any other form of duress in entering into this Agreement.

13.4 No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement, including a provision stating the parties' intention, is intended to operate, nor will have the effect of operating, in any way to fetter either the Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

13.5 Agreement Not To Be Called Into Question

13.5.1 The Developer will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Town's right to enter into and enforce this Agreement.

13.5.2 The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of section 51 of the Planning Act, interpreted to the contrary.

13.6 Extension of Time

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

13.7 Severability

If any of the provisions of this Agreement or the application thereof to any Person or circumstances are found by a court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

13.8 Governing Law

This Agreement is made pursuant to and will be governed by and construed in accordance with the laws of the Province of Ontario and will be treated in all respects as an Ontario contract.

13.9 Other Applicable Laws

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

13.10 County Approval

Where applicable, and notwithstanding anything else herein contained, the Developer shall obtain such additional approvals as may be required to be obtained from the County, and until such approvals have been obtained, the Developer shall not commence construction of any Services requiring such approval, nor shall the Town be required to issue any building permits or Occupancy Certificates until such approvals have been obtained.

13.11 Voiding the Agreement

In the event that the Plan is not registered within two (2) years, from the date of signing this Agreement by the Town, the Town may declare this Agreement to be void.

13.12 Successors and Assigns

Subject to the restrictions on assignment hereof by the Developer, this Agreement shall remain on title and will be enforceable by and against the parties, and shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto. If a party hereto is an individual, this Agreement shall further be binding upon the respective heirs, executors, legal representatives and administrators of such individual. "Successors and assigns" shall include any successor in title to the Developer as if such successor in title had entered into this Agreement in the place and stead of the Developer, and in the event of more than one successor in title to the Developer, or successors in title to part of the Lands, all of such parties collectively shall be deemed to be the Developer pursuant to the terms of this Agreement. For greater certainty, it is intended that the obligations of the Developer shall also be binding upon all of the successors in title to the Developer of the Lands save and except any Lands conveyed to the Town, but no conveyance to

any successor in title shall relieve the Developer of its obligations pursuant to this Agreement, except as permitted by Subsection 2.15.2 above.

13.13 Counterparts

This Agreement may be executed electronically and in one or more counterparts, which together shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Such counterparts may be delivered by electronic transmission.

[The rest of this page is intentionally blank]

IN WITNESS WHEREOF the parties hereto have set their hands and seal and the Town has hereunto caused its Corporate Seal to be affixed, duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED)
In the presence of)
Authorized to be executed by)
By-law No. _____ passed)
on the ____ day of _____, 20__.

**THE CORPORATION OF THE
TOWN OF ERIN**
Per: _____
Michael Dehn, Mayor

Per: _____
Nina Lecic, Clerk

NATIONAL PROPERTIES INC.
Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE "A"**LEGAL DESCRIPTION OF LANDS**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being the Town of Erin, in the County of Wellington, being composed of:

71153-0677 (LT)

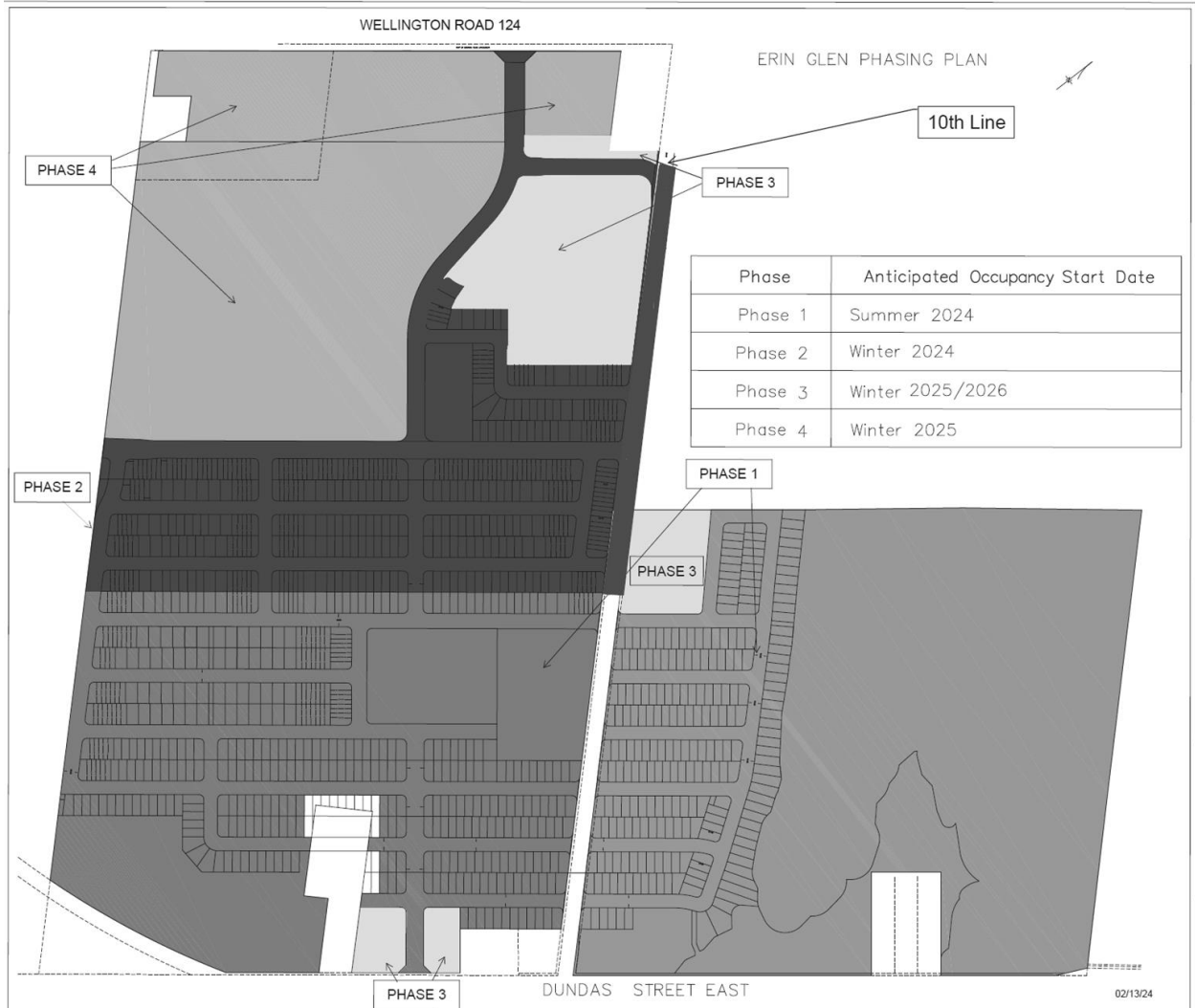
PART LOT 17 CONCESSION 10 ERIN PART 1 61R11979 EXCEPT PLAN 61M258;
SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 , 61R 22752 AS IN
WC734943; TOGETHER WITH AN EASEMENT OVER PART LOT 17 CONCESSION 10
ERIN PART 2 PLAN 61R22754 AS IN WC732062; TOWN OF ERIN

71153-0679 (LT)

PART LOT 16 CONCESSION 10 ERIN; SUBJECT TO AN EASEMENT IN GROSS OVER
PARTS 2 & 3, 61R22752 AS IN WC734943; TOWN OF ERIN

SCHEDULE "C"

SCHEDULING OF PHASES



SCHEDULE "D"

DESCRIPTION OF APPROVED PLANS SPECIFICATIONS AND REPORTS

The Developer acknowledges that the Engineering Drawings and Reports listed below have not yet been approved by the Town, therefore additional changes and/or deletions may be necessary before the Town is in a position to approve them.

Engineering Drawings

Drawing No.	Title	Prepared By	Date
CVR	Cover Sheet	Schaeffers Consulting Engineers	Jul. 26, 2024
GN-1	General Notes -Town of Erin - Standard Notes	Schaeffers Consulting Engineers	Jul. 26, 2024
GN-2	General Notes -Town of Erin - Standard Notes	Schaeffers Consulting Engineers	Jul. 26, 2024
GN-3	General Notes - Wellington County	Schaeffers Consulting Engineers	Jul. 26, 2024
GP-1	General Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
GP-2	General Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
GP-3	General Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
GP-4	General Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
WM-1	Water Distribution System Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
WM-2	Water Distribution System Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
WM-3	Water Distribution System Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
WM-4	Water Distribution System Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-1	Grading Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-2	Grading Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-3	Grading Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-4	Grading Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-5	Grading Plan (Part 5)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-6	Grading Plan (Part 6)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-7	Grading Plan (Part 7)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-8	Grading Plan (Part 8)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-9	Grading Plan (Part 9)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-10	Grading Plan (Part 10)	Schaeffers Consulting Engineers	Jul. 26, 2024

Drawing No.	Title	Prepared By	Date
GR-11	Grading Plan (Part 11)	Schaeffers Consulting Engineers	Jul. 26, 2024
GR-12	Grading Plan (Part 12)	Schaeffers Consulting Engineers	Jul. 26, 2024
EXT.GR-13	Erinville Drive Grading Plan	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-1	Storm Tributary Area Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-2	Storm Tributary Area Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-3	Storm Tributary Area Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-4	Storm Tributary Area Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-5	Overland Flow Route	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-TA-6	Storm Tributary Area Plan - External (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
SAN-TA-1	Sanitary Tributary Area Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
SAN-TA-2	Sanitary Tributary Area Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
SAN-TA-3	Sanitary Tributary Area Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
SAN-TA-4	Sanitary Tributary Area Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
STM-DS-1	Storm Sewer Design Sheet	Schaeffers Consulting Engineers	Jul. 26, 2024
SAN-DS-1	Sanitary Sewer Design Sheet	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-1	Plan and Profile Maclachlan Road (From Sta. 0+000.000 to Sta. 0+185.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-2	Plan and Profile Maclachlan Road (From Sta. 0+185.000 to Sta. 0+370.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-3	Plan and Profile Maclachlan Road (From Sta. 0+370.000 to Sta. 0+600.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-4	Plan and Profile Maclachlan Road (From Sta. 0+600.000 to Sta. 0+748.820)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-5	Plan and Profile 10TH Line (From Sta. 0+449.020 to Sta. 0+715.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-6	Plan and Profile 10TH Line (From Sta. 0+715.000 to Sta. 0+989.180)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-7	Plan and Profile Miller Way (From Sta. 0+989.180 to Sta. 1+269.020)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-8	Plan and Profile Gear Avenue (From Sta. 0+000.000 to Sta. 0+235.000)	Schaeffers Consulting Engineers	Jul. 26, 2024

Drawing No.	Title	Prepared By	Date
PP-9	Plan and Profile Gear Avenue (From Sta. 0+235.000 to Sta. 0+453.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-10	Plan and Profile Gear Avenue (From Sta. 0+453.000 to Sta. 0+668.184)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-11	Plan and Profile Murphy Street (From Sta. 0+000.000 to Sta. 0+245.650)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-12	Plan and Profile Macdougall Street (From Sta. 0+140.000 to Sta. 0+317.350)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-13	Plan and Profile Mcgill Avenuw (From Sta. 0+000.000 to Sta. 0+245.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-14	Plan and Profile Mcgill Avenuw (From Sta. 0+245.000 to Sta. 0+404.404)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-15	Plan and Profile Sanders Road (From Sta. 0+000.000 to Sta. 0+221.800)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-16	Plan and Profile Sanders Road (From Sta. 0+221.800 to Sta. 0+418.156)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-17	Plan and Profile Mcgill Avenuw (From Sta. 0+000.000 to Sta. 0+140.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-18	Plan and Profile Mcgill Avenuw (From Sta. 0+140.000 to Sta. 0+270.220)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-19	Plan and Profile Sanders Road (From Sta. 0+000.000 to Sta. 0+261.350)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-20	Plan and Profile Wright Road (From Sta. 0+037.500 to Sta. 0+243.750)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-100	Watermain Plan and Profile County Road 124 (From Sta. 2+105.000 to Sta. 2+360.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-101	Watermain Plan and Profile County Road 124 (From Sta. 1+178.000 to Sta. 2+105.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-102	Watermain Plan and Profile County Road 124 (From Sta. 1+520.000 to Sta. 1+780.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-103	Watermain Plan and Profile County Road 124 (From Sta. 1+300.000 to Sta. 1+520.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-104	Watermain Plan and Profile County Road 124 & Sideroad 17 (From Sta. 1+070.000 to Sta. 1+300.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
PP-105	Watermain Plan and Profile Erin Park Drive (From Sta. +000.000 to Sta. 0+220.000)	Schaeffers Consulting Engineers	Jul. 26, 2024

Drawing No.	Title	Prepared By	Date
PP-106	Watermain Plan and Profile to Service Future Water Tower (From Sta. 0+000.000 to Sta. 0+143.250)	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-1	Road Widening of County Road 124 and Maclachlan Road/10th Line - Removals Plan	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-2	Road Widening of County Road 124 and Maclachlan Road/10th Line - Pavement Marking and Signage Plan	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-3	Road Widening of County Road 124 and Maclachlan Road/10th Line - New Construction Plan & Profile (From sta. 2+140.000 to Sta. 2+440.000)	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-4	Road Widening of County Road 124 and Maclachlan Road/10th Line - Grading Plan	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-5	Road Widening of County Road 124 and Maclachlan Road/10th Line - Cross Sections County road 124	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-6	Road Widening of County Road 124 and Maclachlan Road/10th Line - Cross Sections County road 124 and 10th Line	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-7	Road Widening of County Road 124 and Maclachlan Road/10th Line - Erosion and Sediment Control Plan	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-8	Road Widening of County Road 124 and Maclachlan Road/10th Line - Erosion and Sediment Control - Details	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-9	Road Widening of County Road 124 and Maclachlan Road/10th Line - Traffic Control and Construction Management Plan (STAGE 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-10	Road Widening of County Road 124 and Maclachlan Road/10th Line - Traffic Control and Construction Management Plan (STAGE 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
RW-11	Road Widening of County Road 124 and Maclachlan Road/10th Line - Traffic Control and Construction Management Plan (STAGE 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
TM-1	Traffic Management Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
TM-2	Traffic Management Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
TM-3	Traffic Management Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024

Drawing No.	Title	Prepared By	Date
TC-1 - TC-5	Traffic Control Plans for Watermain Installation on County Road 124 and Sideroad 17	Schaeffers Consulting Engineers	Jul. 26, 2024
RA-1	Roundabout at Gear Avenue and Maclachlan Road Intersection - Layout & Grading	Schaeffers Consulting Engineers	Jul. 26, 2024
RA-2	Roundabout at Gear Avenue and Maclachlan Road Intersection - Sections & Details	Schaeffers Consulting Engineers	Jul. 26, 2024
SEC-1	Sections "1-1" to "4-4"	Schaeffers Consulting Engineers	Jul. 26, 2024
UT-1	Composite Utility Plan (Part 1)	Schaeffers Consulting Engineers	Jul. 26, 2024
UT-2	Composite Utility Plan (Part 2)	Schaeffers Consulting Engineers	Jul. 26, 2024
UT-3	Composite Utility Plan (Part 3)	Schaeffers Consulting Engineers	Jul. 26, 2024
UT-4	Composite Utility Plan (Part 4)	Schaeffers Consulting Engineers	Jul. 26, 2024
D-1	Standard Town of Erin Cross Sections and Intersection Pedestrian Crossing Details	Schaeffers Consulting Engineers	Jul. 26, 2024
D-2	Town of Erin Standard Drawings - Special Details	Schaeffers Consulting Engineers	Jul. 26, 2024
D-3	Town of Erin Standard Drawings - Special Details	Schaeffers Consulting Engineers	Jul. 26, 2024
D-4	Ontario Provincial Standard Drawings	Schaeffers Consulting Engineers	Jul. 26, 2024
D-5	Ontario Provincial Standard Drawings	Schaeffers Consulting Engineers	Jul. 26, 2024
SC-1	Erosion and Sediment Control Plan for Rough Grading	Schaeffers Consulting Engineers	Jul. 26, 2024
SC-2	Erosion and Sediment Control Plan - Post Servicing Phase II and Rough Grading Phase III	Schaeffers Consulting Engineers	Jul. 26, 2024
SC-3	Erosion and Sediment Control Plan - Post Servicing Stage	Schaeffers Consulting Engineers	Jul. 26, 2024
SC-4	Erosion and Sediment Control Plan - Details	Schaeffers Consulting Engineers	Jul. 26, 2024
ESC-1	Erosion and Sediment Control Plan – Wellington Road 124	Schaeffers Consulting Engineers	Jul. 26, 2024
BD-1	Maintenance Hole Benching Details	Schaeffers Consulting Engineers	Jul. 26, 2024
L100	Key Plan	Strybos Barron King Landscape Architecture	Jul. 18, 2024
L101	Landscape Plan	Strybos Barron King Landscape Architecture	Jul. 18, 2024
L102	Landscape Plan	Strybos Barron King Landscape Architecture	Jul. 18, 2024
L103	Landscape Plan	Strybos Barron King Landscape Architecture	Jul. 18, 2024
L200	Details	Strybos Barron King Landscape Architecture	Jul. 18, 2024

Drawing No.	Title	Prepared By	Date
L201	Details	Strybos Barron King Landscape Architecture	Jul. 18,2024
SL-1	Solmar Phase 2 Streetlighting System	RTG Systems Inc.	Jul. 31,2024
SL-2	Solmar Phase 2 Streetlighting System	RTG Systems Inc.	Jul. 31,2024
PHOTO- 1	Solmar Phase 2 Photometric Analysis	RTG Systems Inc.	Jul. 31,2024
PHOTO- 2	Solmar Phase 2 Photometric Analysis	RTG Systems Inc.	Jul. 31,2024

Reports

Title	Prepared By	Date
Functional Servicing Report	Schaeffers Consulting Engineers	Nov-22
Stormwater Management Report	Schaeffers Consulting Engineers	Mar-23
Water Supply Analysis Report	Schaeffers Consulting Engineers	Nov-22
Operations and Maintenance Report	Schaeffers Consulting Engineers	Nov-22
Hydraulic Grade Line (HGL) Report	Schaeffers Consulting Engineers	Mar-23
Erosion & Sediment Control Report	Schaeffers Consulting Engineers	Dec-22
List of Exceptions and Deviations	Schaeffers Consulting Engineers	May-23
Environmental Impact Study Addendum Update	Palmer	11-Jun-21
Environmental Impact Study	Palmer	20-Dec-19
Supplementary Tech Memo for Peer Review Comment Responses	Palmer	3-Apr-23
Tree Inventory/Removal and Edge Management & Compensation Report	Strybos Barron King Landscape Architecture	23-Mar-23
Geotechnical Assessment for Proposed Development	Soil Engineers Ltd.	13-Nov-20
Traffic Impact Study Addendum	LEA	Apr-22
Traffic Impact Study Erin Subdivision	LEA	20-Dec-19
Preliminary Report on the Stage 4 Excavation of the Site	Archaeological Assessments Ltd.	24-Jul-21
The Stage 3 Archaeological Assessment of the Site	Archaeological Assessments Ltd.	29-Jan-21
The Stage 2 Archaeological Assessment of the Equity Venture Group and National Properties Inc. Outstanding Lands	Archaeological Assessments Ltd.	6-Nov-20
The Stage 1 Archaeological Assessment of the Equity Venture Group	Archaeological Assessments Ltd.	21-Aug-19
1907-E246 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E247 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E248 Phase Two ESA Report	Soil Engineers Ltd.	30-Apr-21
1907-E246 Phase One ESA Report Part of Lot 17, Concession 10	Soil Engineers Ltd.	13-Dec-19
1907-E247 Phase One ESA Report 5507 10 th Line	Soil Engineers Ltd.	13-Dec-19

Title	Prepared By	Date
1907-E248 Phase One ESA Report Part of Lot 16 & 17, Concession 10	Soil Engineers Ltd.	13-Dec-19
Town of Erin and Wellington County Fiscal Impact Assessment	Altus Group	6-Jun-22
Heritage Impact Assessment	MW Hall Corporation	Dec-19
Cultural Heritage Impact Assessment	MHBC	Nov-20

SCHEDULE "E"
COST ESTIMATE OF WORKS AND SECURITIES

PHASE 2 SUBDIVISION - INTERNAL WORKS		
Section A	Sanitary Sewers and Appurtenances	\$ 1,499,000.00
Section B	Storm Sewers and Appurtenances	\$ 3,710,000.00
Section C	Waterworks and Appurtenances	\$ 2,091,000.00
Section D	Roadworks to Base Asphalt	\$ 3,383,000.00
Section E	Top Asphalt and Aboveground Works	\$ 1,630,000.00
Section F	Road Widening	\$ 652,000.00
SUB-TOTAL:		\$ 12,965,000.00
ENGINEERING & CONTINGENCIES (15%)		\$ 1,944,750.00
TOTAL PHASE 2 INTERNAL COST ESTIMATE:		\$ 14,909,750.00

PHASE 2 SUBDIVISION - EXTERNAL WORKS		
Section A	Reconstruction of Erinville Drive from Main Street to Gear Avenue (Street 9)	\$ 2,908,000.00
Section B	Reconstruction of Dundas Street East (Sideroad 15) from 10th Line to Winston Churchill Blvd.	\$ 2,764,000.00
SUB-TOTAL EXTERNAL		\$ 5,672,000.00
ENGINEERING & CONTINGENCIES (15%)		\$ 850,800.00
TOTAL PHASE 2 EXTERNAL COST ESTIMATE:		\$ 6,522,800.00

Note:

If the above security is not sufficient to rectify any default, the Town may recover from the Developer all costs and expenses incurred by the Town, whether directly or indirectly, with respect to the default of remedy thereof.

The estimates contained in this Schedule are for information purposes only and shall not restrict the rights of the Town, as set out in Section 3.2 of this Agreement, to draw on the cash or Letter of Credit up to the full remaining balance thereof to rectify any default (based on the full total cost as noted above) as set out therein, nor to require any increase in said Security as set out therein.

The securities for the Phase 2 External Works shall not be required to be separately posted by the Developer until the first security reduction associated with the Phase 2 Internal Works has occurred and will be held thereafter by the Town until the External Works are completed, subject to the exception below.

From this point onwards the Phase 2 External Works shall be fully secured until the External Works are completed, except in the event that the Town elects to construct any of the External Works, in which case the securities in respect of such work shall be released.

In accordance with section 20 of Schedule "Q" Solmar agrees that the Town will hold back an additional \$200,000.00 from the securities posted to secure the Phase 2 Internal Works following any reduction in those securities. This amount shall be held by the Town until such time as wastewater flows from the development are able to be accepted by the Town's Wastewater Recovery Facility (WRRF) and shall be used by the Town to pay for any costs that the Town incurs on behalf of Solmar in the event it is necessary to discharge sewage from either Phase 1 or Phase 2 at the Clarkson Wastewater Treatment Plant in the Region of Peel and those costs are not reimbursed by Solmar within 30 days of receiving a corresponding invoice from the Town.

Notwithstanding section 3.2.1(c), release/reduction of Securities shall be permitted at any time following the issuance of the Certificate of Completion and Acceptance of Underground Works.

Notwithstanding Section 3.2.1(b), the Town agrees that the Developer may request a drawdown of securities prior to the issuance of the Certificate of Completion and Acceptance of Underground Works in respect of the sanitary connection.

SCHEDULE “F”

ADDITIONAL CONDITIONS

Town Standards

1. All Services required to be constructed, installed, erected or otherwise provided pursuant to this Agreement shall be designed, constructed and maintained in accordance with the following Town Standards:
 - a. Town of Erin Engineering Design Standards Manual
 - b. Credit Valley Conservation Stormwater Management Criteria
 - c. Wellington County

Urban Design Guidelines

2. The Developer agrees to:
 - (a) implement the approved Town of Erin Community & Architectural Design Guidelines, Urban Design Guidelines, for the Villages of Erin & Hillsburgh prepared by The Planning Partnership dated April 2021, as approved by the Town (the “Urban Design Guidelines”);
 - (b) retain or engage a urban design reviewer, control architect or architectural design guidance consultant (“Design Guidance Consultant”) to the satisfaction of the Town who will be responsible for ensuring that the buildings and structures to be constructed within the Lands are constructed in accordance with the Urban Design Guidelines;
 - (c) ensure that prior to the submission of individual building permit applications the Design Guidance Consultant has confirmed that the drawings have complied with the Urban Design Guidelines as outlined in Section 6.0 - Design Review and Process of Schedule “P”;
 - (d) retain or engage another professional Design Guidance Consultant if the Town's periodic review of compliance with the Urban Design Guidelines demonstrates an inadequate enforcement of such guidelines by the Design Guidance Consultant; and
 - (e) obtain the prior written approval of the Town for any minor modifications to the proposed buildings and structures from the Urban Design Guidelines.

County

3. The Developer shall obtain entrance permits, where necessary, for new street entrances onto County Roads to the satisfaction of the County of Wellington Engineering Services Department.

Utilities

4. The Developer agrees that hydroelectric, telephone, gas and television cable services, and any other forms of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within appropriate easements as approved on the composite utility plan, to the satisfaction of the Town and authorized agencies and utilities.

5. The Developer shall enter into any agreement(s) required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

Canada Post

6. The Developer agrees to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post, and that where such facilities are to be located within public right of ways, they shall be approved on the composite utility plan and be in accordance with Town Standards in accordance with Condition of Draft Plan Approval number 74.

External Works

7. In conjunction with Phase 2 of the Development the Developer agrees to undertake the engineering design and construction of the following External works:
 - a. The reconstruction of Erinville Drive from Main Street to Player Drive (Street 9), to an urban cross-section including replacement and/or upsizing of existing watermain, along with new storm sewers, curbs, sidewalk and streetlights.
 - b. The reconstruction of Dundas Street East (Sideroad 15) from 10th Line to Winston Churchill Blvd. The reconstruction is anticipated to include removal of the existing roadbase and the placement of full depth granulars and two lifts of asphalt with localized drainage improvements where needed.
 - c. The construction and integration of the new Elevated Water Tower, with approx. 3,500m³ of storage, on Block 906, within the Plan of Subdivision into the existing Municipal water system.
 - d. The design and construction of the trunk watermain on Wellington Road 124 from the intersection of Shamrock Rd & Wellington CR 23 to the Elevated Water Tower on Block 906.

The Town agrees that the construction of 7 (a) and (b) will be constructed and completed in conjunction with the future Phase 3 Subdivision Works or within three (3) years from signing the Phase 2 Subdivision Agreement, whichever occurs first.

Notwithstanding the above, the Town may elect to construct the works in section 7 (a) and (b) and in such case, the Town may require the Developer to complete the engineering design for said works to the satisfaction of the Town, should the Town elect to construct the works.

Conditions of Draft Plan Approval

8. The Developer agrees to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Developer further covenants and agrees that the acceptance of these measures will be subject to approval from the Chief Building Official. (Condition 14)
9. The Developer agrees to the undertake the engineering design and complete the reconstruction of Erinville Drive frm Main Street to Player Drive (Street 9), to an urban cross-section including storm sewers, curbs, sidewalk, streetlights and the replacement and/or upsizing of existing watermain, and associated appurtenances (Condition 32)

10. The following water infrastructure shall be completed by the Developer to the satisfaction of the Town:
- a. The design and construction of the trunk watermain on Wellington Road 124 from the intersection of Shamrock Rd and Wellington CR 23 to MacLachlan Road (Street 2) including a connection to the Elevated Water Tower on Block 906.
 - b. The design and construction of a 3,500 m³ Water Tower on Block 906; (Condition 21)
11. The Developer covenants and agrees to be responsible for notifying individual purchasers of the exact Community Mailbox locations prior to the closing of any unit sale. (Condition 73)
12. The Developer acknowledges and agrees that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Standards has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Developer further covenants and agrees that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate. (Condition 88)
13. The Developer covenants and agrees that it will be responsible for distribution of the recycling containers, green bins and kitchen collectors and homeowner's informational material, which includes information on the timing of commencement of collection services by the County within the Subdivision, for each residential unit within the Subdivision. The Developer further covenants and agrees to contact the County at least four (4) weeks prior to first-unit occupancy for each phase of the development to arrange an appointment time to coordinate the timing, schedule and logistics for the distribution of recycling containers, green bins, kitchen collectors and homeowner's informational material that are to be collected by the Developer from the County and distributed to all units registered within that phase. (Condition 91)
14. The Developer covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Developer shall provide sufficient space for safe turning for these vehicles which meets any applicable Town and County engineering design standards. The Developer agrees that at times when the above described access cannot be provided, the Developer shall be responsible for removing all residential waste, recyclables and organics from the occupied units to an agreed-upon centralized location, satisfactory to the County, at the Developer's expense, for collection by the County. (Condition 92)
15. Prior to final approval of the plan or any phase thereof, the Developer agrees to submit detailed plans showing the proposed Phasing of the plan of subdivision, and a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks to the satisfaction of the Town and County. (Condition 103)
16. The Developer covenants and agrees that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. The Developer agrees that efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Developer further agree to topsoil and seed any rough graded area not proceeding to construction in a timely manner. (Condition 115)

17. The Developer agrees to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') streetlighting system in the Plan in accordance with Town Standards and specifications and the plans listed in Schedule "D". This Plan shall be provided with decorative streetlighting to the satisfaction of the Town. (Condition 119)
18. The Developer agrees to obtain any necessary permits from the Town of Erin and CVC prior to any site alteration.
19. The Developer agrees that any unused wells on the Lands shall be decommissioned according to the requirements of O. Reg. 903 under the *Ontario Water Resources Act*, R.S. O. 1990, c. O. 40 (Condition 123)
20. The Developer agrees to erect a subdivision sign on the property containing the following information:
 - a. Identifying all proposed uses within the draft approved plan of subdivision;
 - b. Identifying off street parking restrictions to be imposed by the Town upon final acceptance of the subdivision;
 - c. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations; and,
 - d. To pay the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Town.(Condition 127)
21. The Developer agrees to save harmless the Town and County from any claim or action as a result of water or sanitary servicing not being available when anticipated. (Condition 129)

SCHEDULE "G"
FEEES AND CHARGES

TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF ERIN AND
NATIONAL PROPERTIES

MONIES PAYABLE BY THE OWNER TO THE TOWN PRIOR TO EXECUTION OF THE AGREEMENT:

1. Construction Security for the applicable stage of construction (details below) Per Part 3.1 & Schedule E

Internal & External Works plus 15% Eng. & Cont.
\$14,909,750.00

2.	Outstanding Owners Account – Legal	\$138,283.12
	Outstanding Owners Account - Engineering	\$115,512.13
	Outstanding Owners Account – Planning	\$40,976.63
	Outstanding Owners Account - Land Economics	\$13,590.24

MONIES PAYABLE BY THE OWNER TO THE TOWN OF ERIN AT BUILDING PERMIT ISSUANCE:

1. Building Permit Fee \$2200.00/unit
2. Lot Grading Fee \$500.00 per lot
3. Lot Grading Deposit \$1000.00 per lot
4. Firebreak Lot Security \$1000.00 per
firebreak lot
5. Development Charges payable at issuance of Building Permits (Single & Semi Detached) \$51,403.00/unit
(Excl. Wastewater)
6. Development Charges payable at issuance of Building Permits (Multiples) \$38,568.00/unit
(Excl. Wastewater)

Note: If the actual fees and charges are less than estimated, the Town shall refund to the Developer the amount of any excess fees and charges paid by the Developer.

SCHEDULE “H”

CONVEYANCES AND EASEMENTS

1. Easements

1.1 Drainage and Servicing Easements

The Developer covenants and agrees that such drainage and servicing easements as may be required for access, utilities, servicing, drainage, and construction purposes, road widenings, road purposes or other municipal requirements shall be obtained and granted at the sole cost and expense of the Developer to the appropriate authority and shall be in the form as may be required by the appropriate authority or the Town Solicitor.

1.2 Easements to the Town for Grading and Drainage

The Developer shall provide to the Town a general license and easement for grading and drainage and re-entry purposes for twenty (20) years for all Lots/Blocks on the Plan.

1.3 Specific Easements to the Town for Municipal Purposes

R Plan	Schedule
<p>Rear Lot Catch Basins Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 Draft R Plan prepared by R-PE Surveying Ltd., as Job No.21-383RO1B, CAD File 21383R01b, attached hereto as Schedule “H-1” for the purposes of catch basins.</p> <p>Access Easements Parts 1, 2, R Plan 61R-22754 prepared by R-PE Surveying Ltd., as Job No.21-384, CAD File 21384R04, attached hereto as Schedule “H-2”.</p> <p>Access easements RE MacLachlan Road and Water Tower parcel</p> <p>Plan 61- (Dwg # XXXXXXXX) Job No.21-383s03, CAD File 21383S03</p>	

1.4 Utility Easements

Utilities (telecommunications, Hydro, Gas, Cable TV, etc.) to be located within the road allowance at the locations shown on the typical road cross-section, approved as part of the Plans and Specifications. Easements for utilities located other than on road allowances, shall be provided by the Developer at site plan stage at such other locations as may be approved by the Town Engineer.

1.5 **Building Permits**

No building permits shall be issued until all the easements required to permit construction of the Services and the applicable utilities have been approved by the Town Engineer and the Town Solicitor and registered on title by the Town.

2. **Public Highways**

The public roads to be constructed, shown as Streets on the Plan, shall be conveyed and dedicated to the Town as public highways at no cost to the Town and free and clear of all liens and encumbrances.

3. **Conveyances**

3.1 The Developer shall convey or cause to be conveyed the following to the Town:

- (a) Block 186 for the purposes of a Park;
- (b) Block 223 as a Street Widening;

SCHEDULE “H-1”

The draft R-Plan can be viewed at the Town of Erin office, 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0.

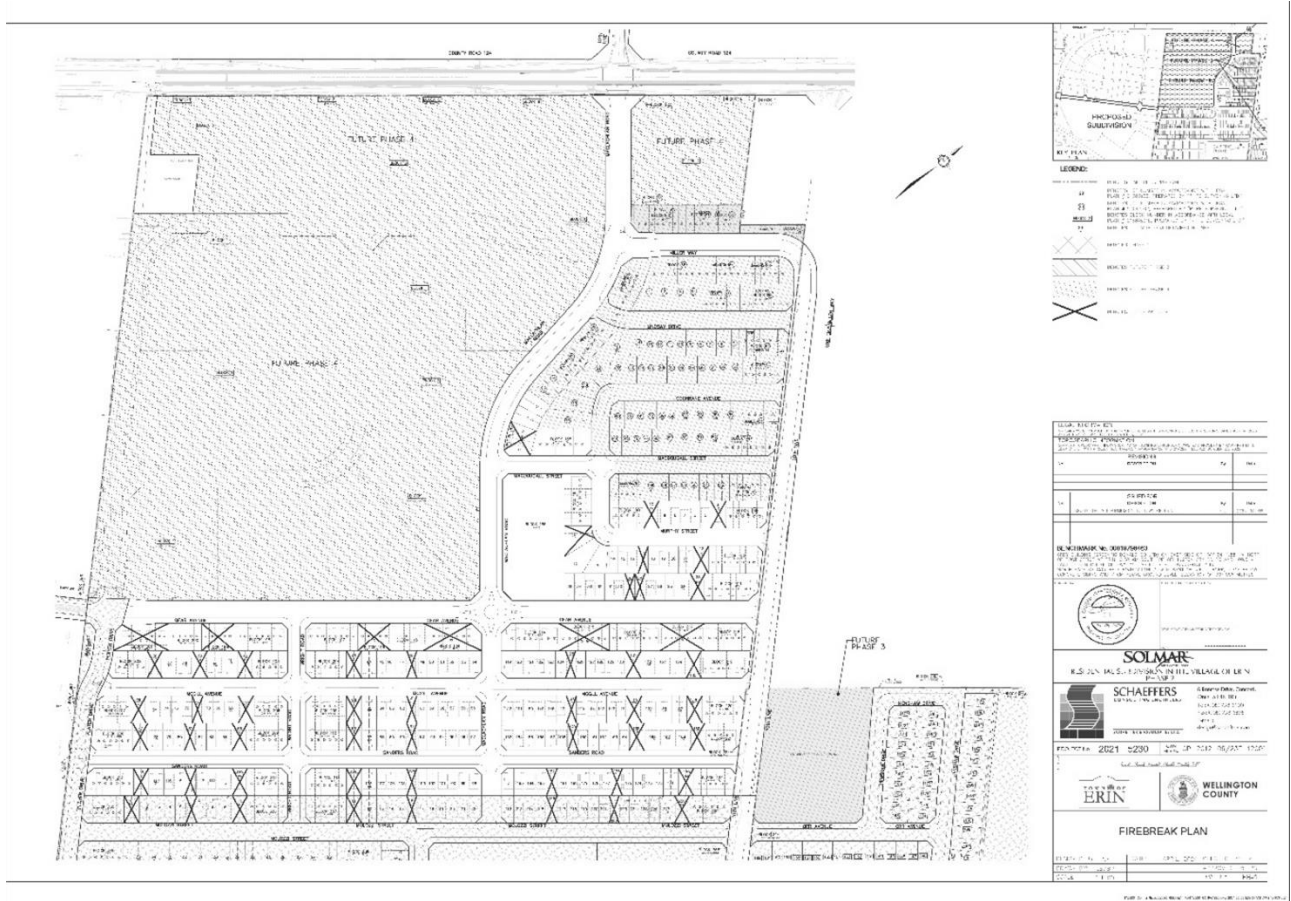
SCHEDULE “H-2”

The draft R-Plan can be viewed at the Town of Erin office, 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0.

SCHEDULE "I" RESTRICTED BLOCKS

1. Firebreak

The Lots marked with an "X" on the following Map, prepared by the Developer's consultant, are identified as Firebreak lots. The Developer acknowledges that this Plan remains under review by the Fire Prevention Officer on both the number of Firebreak Lots and their location are subject to change in accordance with section 9.4.2 of the agreement at the discretion of the Town's Fire Prevention Officer:



SCHEDULE "J"

BLOCKS SUBJECT TO SITE PLAN CONTROL

The following Blocks are subject to Site Plan Control:

None

SCHEDULE "K"

PARKLAND WORKS

The Developer shall rough grade, topsoil, seed and maintain free of stock piles and debris, unless otherwise agreed between the Town and the Developer, Park Block 186 within the subdivision to the satisfaction of the Town. The park block shall be maintained until such time as the parks have been constructed and formally assumed by the Town. The Developer shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Town.

The Developer shall be responsible for the design and construction of Park Block 186 to the satisfaction of the Town. The design of the Park Block 186 shall be approved by the Town and shall be constructed in accordance with the approved plans and drawings.

SCHEDULE "L"

ACKNOWLEDGEMENT BY DEVELOPER AND DEVELOPER'S CONSULTING ENGINEER

TO: The Corporation of the Town of Erin ("Town")

FROM: _____
(the "Developer")

AND FROM: •, ("Developer's Consulting Engineer")

RE: Draft Plan of Subdivision, _____("Plan")

IN CONSIDERATION of the sum of two dollars (\$2.00) and other valuable consideration paid by the parties to each other, the receipt of which is hereby acknowledged, the Developer's Consulting Engineer and the Developer mutually agree that the Developer's Consulting Engineer shall act as the Developer's representative in all matters pertaining to the Plan. The Developer's Consulting Engineer acknowledges that he is aware of the terms of this Agreement and undertakes to provide the Town with thirty (30) days' notice before withdrawing his services.

The undersigned hereby acknowledge having read and understood the contents of the within Acknowledgement and agree to be bound by the terms of this Acknowledgement.

DATE: _____

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

DATE: _____

•

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE "M"

WARNINGS AND NOTICES

The Developer shall ensure that the following Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots or part Lots and further that said agreements shall require all subsequent Agreements of Purchase and Sale to contain the same. In any event the Developer undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use its best efforts to obtain acknowledgements executed by the same prospective purchasers on or before sale or transfer of any Lot or part Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies subsection 59(4) of the Development Charges Act. In addition, prospective purchasers are also hereby warned as follows:

Occupancy

Occupancy of any dwelling units within this development is illegal unless an Occupancy Certificate has been obtained the Town of Erin.

Development Charges

Purchasers are advised that this plan of subdivision is subject to the provisions of the Development Charges Act, as amended, and development charge by-laws applicable to the lands from time to time. Development charges for dwelling units are payable at the time of issuance of the building permit and therefore, pursuant to the by-law, are subject to increase until building permits are actually issued. The Town may refuse the issuance of building permits for any dwelling for which the development charge has not been paid. In addition, the Town may add unpaid development charges to the tax roll for the property and may collect such amounts as taxes.

Storm Water Facilities

Purchasers and tenants are advised that lands within ____ shall be used for a stormwater management facility. The said lands will contain stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

Neither the Developer nor the Town shall be responsible to provide any supervision of any kind on the said lands nor on the stormwater management facilities. Purchasers and tenants agree to release, indemnify and save harmless the Developer and Township from any and all claims arising from the use or occupation of said lands.

School Development

Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school.

In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.

Postal Service

Purchasers or tenants are advised that door-to-door postal service will not be available within this plan of subdivision.

Purchasers or tenants are advised that a community super mail box or group mail box will be located on the boulevard within the public road allowance and along private road locations within development blocks.

Park Development

Purchasers or tenants are advised that the adjacent Block 186 are designated for public park land and that these Blocks, when developed, may contain active lighted facilities for night-time events.

Fencing

Purchasers or tenants are advised that privacy fencing may be located on the blocks and that the fencing shall not be altered or removed. Purchasers or tenants are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the privacy fence that is located on the lot.

Right of Entry

Purchasers or tenants are advised that various provisions of the subdivision agreement provide that the Town shall be entitled to enter onto the lands within the plan of subdivision in order to carry out various inspections, repairs and maintenance activities.

Obstructions on Public Highway

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

Grading

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

Future Development on Adjacent Lands

Purchasers must be aware that the surrounding lands may be rezoned to allow for future development.

Agricultural Uses

There are nearby properties used for farming and/or the keeping of livestock. According to the Ontario Ministry of Agriculture Food and Rural Affairs "Farms can be noisy, dusty and have odours. Just like any other business, farms have a production schedule. During planting and harvesting season, there may be extra lights in a field at night or equipment working on the farm late in the day. Normal farm practices are activities that happen on the farm as part of day-to-day business. Some of these activities create disturbances, such as noise, odour, flies and electrical wired fencing. The activities and disturbances that are considered normal farm practices are allowed to happen on a farm."

Assumption of Municipal Services

Purchasers are advised that a considerable period of time may elapse before the municipal services are eligible for assumption under municipal by-law. The Developer is responsible for the maintenance of all municipal works until assumption of the subdivision.

Parking Requirements – Dwellings With Single Car Garages

For all units with single car garages purchasers are advised of the following:

- a. The Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
- b. The Town's zoning by-law restricts the width of the driveway, this width may not allow two cars to park side by side; and,
- c. Overnight street parking is not permitted by the Town

SCHEDULE "N"

SOLICITOR'S CERTIFICATE OF TITLE

Letterhead of Law Firm Giving Title Opinion

Town of Erin
5684 Trafalgar Road
Hillsburgh, ON N0B 1Z0

Attention: _____

Dear Sir:

Re: *[Include reference to Schedule "A" and a brief legal description of the subject land defined to be (the "Land") as well as a description of the nature of the transfer to the Town (ie conveyance in fee simple, granting of an easement interest)]*

We act as solicitors for ● (the "Owner") in connection with the *[conveyance of the Land in fee simple / conveyance of easement interest in the Land]* (the "Conveyance") to the Town of Erin (the "Town") and in connection with the giving of a title opinion to the Town with respect to the Land.

For the purpose of this opinion, we have examined the title to the Land as disclosed by the records of the Land Registry Office for the *[insert land Titles or Registry]* Division of ● (No. ●) (the "LRO"), conducted necessary investigations as to the existence of prior corporate owners of all or part of the Land as disclosed by the records of the LRO in order to confirm the existence of each corporation during their respective period of ownership, conducted searches to ascertain any writs of execution or certificates of lien filed against the Owner and have undertaken the required off title enquiries and searches identified in Schedule C attached. In addition, we have made such other searches, enquiries and investigations as we considered necessary and relevant for the purposes of our title opinion having regard to the nature and location of the Land.

[NOTE: The enquiries/searches specified are the basic enquiries that must be carried out for the purpose conveying land interests to the Town. However, the Town relies on the opining solicitor to undertake such other searches and enquiries as they consider necessary or desirable having regard to the nature and location of the Land.]

We have obtained and relied upon statutory declarations and certificates where appropriate and have considered applicable questions of law. We have assumed with respect to documents examined by us, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as photocopies, facsimile, certified, conformed or notarial copies. We have also assumed the accuracy and currency of the indices and filing systems maintained at any public offices where we have conducted searches or made enquiries or caused such searches or enquiries to be conducted or made.

[NTD: If applicable, insert the following paragraph regarding any statutory declarations or certificates relied upon for the purpose of the opinion:

We have relied upon a statutory declaration of [Name of Owner / if Owner is a corporation or other entity, indicate the name and position of the signing officer], dated ●, 20●, in connection with Section 44(1) 1, 2, 3 and 4 of the Land Titles Act and certain factual matters which [is/are] relevant for the purpose of providing our opinion expressed in paragraph 1 below. We have also relied upon] a certificate of [Name of Owner / if Owner is a corporation

or other entity , indicate the name and position of the signing officer], dated ●, 20●, as to certain corporate matters which [is/are] relevant for the purpose of providing our opinion expressed in paragraphs 3 and 4 below.]

We are solicitors qualified to carry on the practice of law in the Province of Ontario. The opinion expressed extends only to the laws of the Province of Ontario and the federal laws of Canada applicable therein in force as of the date of this opinion.

Our enquiries and searches with respect to the Land confirm that:

- (a) the Land has not escheated to the Crown;
- (b) there are no unregistered easements affecting the Land claimed by Ontario Hydro or other hydro authority;
- (c) there are no outstanding work orders or deficiency notices and there is no record of non-compliance with applicable building or zoning by-laws;
- (d) there are no arrears in the payment of realty taxes;
- (e) there are no outstanding accounts for the supply of water or sewer services to the Land;
- (f) there are no restrictions imposed on the Land by the Ministry of Natural Resources; and
- (g) according to the records of the Ministry of the Environment, the Land has never been used as a waste disposal site, the names in the chain of title to the Lands do not appear in the index record maintained by the Ministry and there are no outstanding violations or action request notices with respect to the Land;
- (h) *[if appropriate, insert determinations based on additional searches and enquiries that were undertaken as being considered necessary or desirable].*

Based upon and subject to the foregoing, we are of the opinion that, as at ● p.m., ●, 20● :

1. The Owner is the registered owner in fee simple of the Land, free from any encumbrances, claims or liens, including any outstanding writs of execution that affect title to the Land, other than those liens, encumbrances, exceptions and qualifications to title set out in Parts I and II to Schedule B attached.
2. None of the documents identified in Schedule B, Part II referred to above, that are not being postponed, discharged or otherwise released, contain rights or remedies in favour of the parties thereto, or their respective successors and assigns, that could preclude, defeat, adversely affect or interfere with the *[Town's fee simple interest in the Land / ability of the Town to exercise the rights established through its easement interest in the Land].*

[Where the Owner is a Corporation insert 3 and 4]

3. The Owner is an existing corporation pursuant to the ● *[insert applicable statute name]* and has not been discontinued or dissolved.
4. The Owner has the corporate power and authority and has taken all necessary corporate action to authorize the *[conveyance of the Land / grant of easement with respect to the Land]* to the Town.
5. The last registered instrument on title to the Land is ● *[insert Instrument #]*.

Notwithstanding that our fee for this opinion will be paid by the Owner, and that we act for the Owner in this transaction, we acknowledge that the Town is relying upon this title opinion. We consent and agree to such reliance. Although this opinion may be relied upon by the Town and its authorized agents for the purposes contemplated herein, it may not be relied upon or quoted, in whole or in part, by any other person or entity for any other purpose without our prior written consent.

Yours truly,

[]

[NOTES: *i) this opinion must be drafted with all applicable inserts and should accompany all agreements submitted to the Town. It must be forwarded directly to the Director of Legal Services or law clerk as applicable; and*

ii) if this opinion is signed by a “Law Firm” a cover letter must be attached confirming the name of the solicitor providing the opinion]

**SCHEDULE "A" (TO SCHEDULE "N")
LEGAL DESCRIPTION OF LAND**

Lands are registered in [*X*one]:

- REGISTRY
- LT ABSOLUTE
- LTCQ
- LT PLUS

[Insert PIN and brief legal description or a full metes and bound description if the Lands are in Registry.]

REFERENCE	Opinion for [<i>insert brief property reference</i>] dated • by [<i>insert name of opining solicitor</i>]
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**SCHEDULE “B” (TO SCHEDULE “N”)
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT ABSOLUTE]

PART I – General Qualifications

- 1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
- 2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
- 3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
- 4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
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**SCHEDULE “B” (TO SCHEDULE “N”)
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT CONVERSION QUALIFIED (LTCQ)]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.
5. The exceptions and qualifications contained in section 44(1) 11 of the *Land Titles Act* to the date of conversion to LTCQ.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

**SCHEDULE “B” (TO SCHEDULE “N”)
ENCUMBRANCES/QUALIFICATIONS**

[Lands in LT PLUS]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) of the *Land Titles Act*: paragraph 3, 7, 8, 9, 10, 12 and 14.
5. The exceptions and qualifications contained in section 44(1) 11 of the *Land Titles Act* to the date of conversion to LTCQ.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

**SCHEDULE “B” (TO SCHEDULE “N”)
ENCUMBRANCES/QUALIFICATIONS**

[Lands in Registry]

PART I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
3. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
4. Where the registered owner is or a previous owner was a railway company, any interest that may be or may have been created by an instrument deposited in the office of the Secretary of State of Canada or the Registrar General of Canada, as the case may be, under section 81 of the *Railway Act* (Canada), or any predecessor thereof.

PART II – Specific Encumbrances

[Insert if applicable and insert where discharges, releases etc. are to be provided]

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated • by <i>[insert name of opining solicitor]</i>
------------------	---

SCHEDULE “C” (TO SCHEDULE “N”)

REQUIRED OFF TITLE SEARCHES AND ENQUIRIES

1. Property taxes and local improvements (Tax Certificate to be obtained)
2. Town Building Division compliance certificate (as to existence of work orders, deficiency notices or non-compliance with applicable building or zoning by-laws)
3. Local and provincial hydro as to existence of unregistered hydro easements
4. Local water/sewer departments as to existence of arrears in charges
5. Ministry of Environment requirements
6. Ministry of Natural Resources requirements
7. Applicable corporate searches and enquiries

EXAMPLES: OTHER OFF TITLE SEARCHES AND ENQUIRIES THAT MAY BE NECESSARY DEPENDING ON THE NATURE AND LOCATION OF THE LAND (not all inclusive)

Existing leases where Town assuming	Crown Patent
Electrical Safety Authority	Fire Department
Elevating Devices	Ontario Heritage Act
Navigable Waters	PPSA Search
Business Improvement Area search	Cemeteries
Brownfields Site Registry	

REFERENCE	Opinion for <i>[insert brief property reference]</i> dated ● by <i>[insert name of opining solicitor]</i>
------------------	--

SCHEDULE "O"
SURVEYOR'S CERTIFICATE

Paul Edward, B.Sc., O.L.S.
 George T. Singh, B.Sc., P.Eng., O.L.S.
 Youssef Wahba, B.Sc., O.L.S.

Ross DenBroeder, B.Sc.E., O.L.S.
 Shan Goonewardena, B.Eng., O.L.S.
 Aloka U. Kumaranayake, B.Eng., O.L.S.
 Isaac A. Abraham, B.Sc., O.L.S.



643 Chrislea Road, Suite 7, Woodbridge, Ontario, L4L 8A3

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Tel: (905) 264-0881, Fax: (905) 264-2099

August 20th, 2024

Town File No. 23T-12001

Town of Erin
 5684 Trafalgar Rd.
 Hillsburgh, ON N0B 1Z0

**Re: O.L.S. Certification for Draft Plan Conformity
 Part of Lots 16 and 17, Concession 10 (Geographic Township of Erin)
 Town of Erin
 National Properties Inc.
 (R-PE Surveying Ltd. File No. 21-383)**

To whom it may concern:

I, C. P. Edward, Ontario Land Surveyor of the City of Vaughan, hereby certify that the Proposed Plan of Subdivision is in general conformity with the Draft Plan of Subdivision prepared by KLM Planning Partners Inc. dated May 30, 2024.

Yours truly,

 C. P. Edward
 Ontario Land Surveyor

SCHEDULE "P"**ARCHITECTURAL CONTROL GUIDELINES**

The Urban Design Guidelines Report prepared by John G. Williams Limited for the Erin Subdivision is available for review at the Town of Erin office, 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0.

SCHEDULE "Q"

SPECIAL TERMS

1. (i) Subject to (ii) below, the Developer acknowledges that in addition to the requirements of Section 10.2 and 10.3 the following works must be constructed and commissioned before an Overall Occupancy Certificate can be issued for any of the units within Phase 2:
 - a. The 3,500 m³ Elevated Water Tower on Block 906
 - b. The new Municipal Well E9 located on Wellington Road 23
 - c. The trunk watermain from Well E9 to the existing water distribution system.

(ii) Notwithstanding sections 10.2 and 10.3 and (i) above, an Overall Occupancy Certificate and Individual Occupancy Certificate(s) may be issued for units within Phase 2 prior to the completion of the works identified in a. to c. above, provided that the total number of lots which have received an Individual Occupancy Certificate in Phase 1 and the total number of lots which are to receive an Overall Occupancy Certificate and Individual Occupancy Certificate in Phase 2 do not exceed the available capacity in the existing municipal water system. Prior to the issuance of an Overall Occupancy Certificate or Individual Occupancy Certificate(s) for any units in Phase 2, in advance of the completion of the works identified in a. to c. above, the Developer's Engineer shall prepare and submit a detailed report documenting the available water capacity in the existing municipal water system, for review and acceptance by the Town Engineer. The Developer acknowledges that when there is no additional residual water capacity available in the existing municipal water system, that no further Individual Occupancy Certificate(s) will be issued in Phase 1 or 2, until the works in (i) above are commissioned and part of the Town's Municipal Water System.
2. The Developer acknowledges that the Town needs to achieve a Collective Minimum Wastewater Flow of 500 m³/day (0.5 MLD), or such lesser amount as may be determined by the Town, to be able to commission the Wastewater Recovery Facility (WRRF). This collective wastewater flow will be the combination of the wastewater flows from any new developments plus wastewater flows from any existing residential / commercial units that will be connected to the wastewater collection system.
3. Until such time as the Collective Minimum Wastewater Flow has been achieved, the Developer shall construct and maintain on-site wastewater holding tank(s) to collect the wastewater on site within the Plan of Subdivision. The wastewater holding tank(s) shall be designed and constructed to the satisfaction of the Town
4. The Developer shall be required to submit a wastewater haulage plan to the Town for review and approval, as a condition to the issuance of Overall Occupancy Certificate(s). The wastewater haulage plan shall include executed contract(s) with approved wastewater haulers committing to being able to haul the proposed wastewater flows. The wastewater haulage plan shall also include specific details on the proposed collection schedule and disposal location(s) of the wastewater from the first occupancy until the Collective Minimum Wastewater Flow of m³/day has been achieved and the Town is proceeding with the commissioning the Wastewater Recovery Facility (WRRF).
5. The Developer's Engineer will submit a monthly summary report to the Town Engineer documenting the daily volume of the wastewater flows that were hauled from the wastewater holding tanks during the previous month. The Town Engineer will review this information in conjunction with information related to other new and/or existing connections outside the Plan of Subdivision and determine when the Collective Minimum Wastewater Flow has been achieved. The Developer's Engineer shall also confirm that the wastewater holding tank(s) were inspected and

are working as intended, with any deficiencies identified and that they will be repaired by the Developer in a timely manner.

6. There shall be no direct connection between the wastewater collection system within the Plan of Subdivision to the Town's wastewater collection system until, the Town Engineer has confirmed that the Collective Minimum Wastewater Flow has been achieved.
7. The Developer shall be responsible for regular maintenance of the wastewater sewer system within the Plan of Subdivision, which shall include flushing of the sanitary sewers to remove silt and debris.
8. When the Collective Minimum Wastewater Flow has been achieved the Town shall permit the direct connection of the wastewater sewers within the Plan of Subdivision to the Town's wastewater collection system. Following the connection to the Town's wastewater collection system, the Developer will be responsible for the removal, decommissioning and disposal of the on-site wastewater holding tank(s).
9. Subject to the reimbursements provided for in clause 10, the Developer shall be responsible for all wastewater haulage costs and associated disposal costs until such time as the Collective Minimum Wastewater Flow has been achieved and the Town Engineer has provided written authorization to the Developer for the connection of the wastewater collection system within the Plan of Subdivision to the Town's wastewater collection system.
10. The Town intends on passing a by-law to impose fees and charges for sanitary sewage services applicable to the Plan of Subdivision ("Wastewater Collection Fees By-law"). The Town shall provide credits to the Developer for the construction, operations and maintenance costs paid by the Developer in connection with the wastewater haulage plan, calculated on a month-to-month basis. The potential credit amount for the operational and maintenance costs for each month shall consist of the amounts invoiced and paid by the Developer for the operation and maintenance costs submitted to the Town in connection with the operation of the Wastewater System, including the hauling of the wastewater from the Plan of Subdivision. The Town shall remit to the Developer the fees and charges collected from the residents of occupied dwelling units within the Plan of Subdivision, as imposed by the Wastewater Collection Fees By-law an amount equivalent to the total fees and charges collected by the Town on a monthly basis up to a maximum of the amount actually invoiced to, and paid by the Developer for the construction, operation and maintenance of the Wastewater System within the Plan of Subdivision. The Developer's entitlement to credits shall accrue from the date of occupancy of each dwelling unit within the Plan of Subdivision and the credits payable to the Developer by the Town shall be paid to the Developer within thirty (30) days of the collection of the relevant fees and charges by the Town.
11. Notwithstanding section 8.31.1, the Town agrees that the water distribution system and storm sewer system will be constructed, inspected and approved, and will be operational, before occupancy and that this shall not be a prerequisite to the issuance of building permits. The interim sanitary sewer system shall be constructed, inspected, and approved prior to occupancy and will be operated in accordance with the terms of this Schedule "Q" prior to the commissioning of the WWRF.
12. Notwithstanding section 9.1.2(g) a connection to the municipal sewer system shall not be required prior to the issuance of building permits for a Lot.
13. When the Town is satisfied that the External Works are substantially completed and the Developer and has supplied the Town with the following:

- (a) a record of accounts paid and a Statutory Declaration that all accounts for Works and materials have been paid except for normal holdbacks and there are no claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer; and
- (b) the Developer's Consulting Engineer has provided a certificate of certification signed by a Professional Engineer, verifying that the External Works have been constructed in conformance with the approved Plans and Specifications and best engineering practices;

the Town may issue a Certificate of Completion and Acceptance (External Works).

14. Notwithstanding the requirements of section 3.2.5(a)-(c), the Town may proceed with processing a reduction in Security if the Developer provides the Statutory Declaration referenced in section 3.2.5(d), which also addresses the requirements of sections 3.2.5(a) and 3.2.5(b), to the satisfaction of the Town.
15. The Maintenance Period for the External Works will commence when the Certificate of Completion and Acceptance (External Works) is issued and continue until the expiry of the maintenance period associated with the subdivision services as stipulated in Section 11.
16. In addition to the requirements of section 9.1.1 and 9.1.2, the Town may also refuse the issuance of a building permit for any Structure on any Lot unless the Developer has furnished the Town with satisfactory evidence that an agreement is in place with a licensed sewage hauler for the hauling of sewage from the Lands prior to the commissioning of the Water Resource Recovery Facility.
17. Notwithstanding section 9.1.1, the Town agrees that a Builder may request issuance of foundation/below-grade permits only prior to the requirements of Section 9.1 being met.
18. Notwithstanding section 7.1.4, the Town agrees that Phase 2 may proceed prior to the completion of Phase 1 and the correction of any deficiencies in respect of the previous phase.
19. Notwithstanding sections 3.1.1 and 3.2, the Town agrees that the Securities for the Phase 2 External Works, identified in Schedule E, shall not be required to be posted with the Town, until the first security reduction associated with the Phase 2 Internal Works has occurred. From this point onwards the Phase 2 External Works shall be fully secured until the External Works are completed.
20. Solmar agrees that the Town will hold back an additional \$200,000.00 from the securities posted to secure the Phase 2 Internal Works following any reduction in those securities. This amount shall be held by the Town until such time as wastewater flows from the development are able to be accepted by the Town's Wastewater Recovery Facility (WRRF) and may be used by the Town at any time to pay for any costs that the Town incurs on behalf of Solmar in the event it is necessary to discharge sewage from either Phase 1 or Phase 2 at the Clarkson Wastewater Treatment Plant in the Region of Peel and those costs are not reimbursed by Solmar within 30 days of receiving a corresponding invoice from the Town.

SCHEDULE "R"

WORKS ELIGIBLE FOR DEVELOPMENT CHARGE CREDITS

The Developer shall be entitled to development charge credits, in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, for any work performed under the terms of this Agreement relating to the construction of works and services to which a Development Charge By-law relates ("External Works"), except such works or services which are Local Services.

In respect of works related to Town of Erin roads and infrastructure, Local Services shall include all works identified with the Town's Local Service Policy# FIN-007 which are either internal to the development, except where such works within the area of the Plan are servicing a function that provides a benefit that is external to the development itself which shall be External Works. Local Services shall also include all works that are external to the development but within the area to which the Plan relates, except where such works are servicing a function that provides a benefit that is external to the development itself which shall be External Works.

The Developer will be entitled to development charge credits for:

1. Design and Construction of the Park Block 186 beyond base Park requirements. The Developer will be required to prepare detailed Park Development Plans and associated Construction estimates and submit them to the Town for review and approval, prior to proceeding with the Park Development.
2. Design and Construction of the 3,500m³ Elevated Water Tower on Block 906.
3. The land value of Block 906 up to a value of \$1,250,000.
4. Design and construction of the trunk watermain on Wellington Road 124 from the intersection of Shamrock Rd & Wellington CR 23 to the Elevated Water Tower on Block 906.
5. Design and reconstruction of Dundas Street East (Sideroad 15) from 10th Line to Winston Churchill Blvd.
6. Design and reconstruction of Erinville Drive from Main Street to Player Drive (Street 9), to an urban cross-section including replacement and/or upsizing of existing watermain, along with new storm sewers, curbs, sidewalk and streetlights.



Town of Erin

Corporate Report

Department: Corporate Services	Report Number: C2024-10
Business Unit: Legislative Services	Meeting Date: 9/12/2024
Presented/ Prepared By: Justin Grainger, Deputy Clerk	

Subject

CVC Funding Proposals to the Green Municipal Fund (GMF) for Growing Canada's Community Canopies

Recommendation

That report number C2024-10 "CVC Funding Proposals to the Green Municipal Fund (GMF) for Growing Canada's Community Canopies" be received for information;

And that Council acknowledges that Credit Valley Conservation is applying for a funding opportunity from the Federation of Canadian Municipalities' (FCM) Growing Canada's Community Canopies initiative for Forestry Rural Tree Planting, Community Stewardship Tree Planting Project and Credit River Watershed Home Tree Planting Project, in partnership with the Town of Erin.

And that Council recognizes that the lifetime contribution from the Growing Canada's Community Canopies initiative will not exceed \$10 million for tree planting within the Town of Erin, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.

Background

On August 12, 2024, staff were notified by Credit Valley Conservation (CVC) of their intention to submit applications to the GMF's Growing Canada's Community Canopies (GCCC) stream and their desire to establish a partnership with the Town. The initiative is administered by FCM and will provide \$291 million in funding to support tree planting projects across Canada. Such projects will support the mitigation of and adaptation to climate change and realize numerous other social and environmental benefits.

As a non-municipal applicant, the CVC must partner with municipalities to be eligible for funding. Therefore, CVC has requested resolutions of support from the Town of Erin, Town of Halton Hills and Town of Caledon to fulfill this requirement.

Discussion

CVC is submitting proposals for three separate projects which are detailed below:

1. Community Stewardship Tree Planting Project: This project will increase tree planting across the Credit River Watershed and connect communities with nature to strengthen their ability to offset the effects of climate change. It will involve a series of community tree plantings on municipal land to naturalize parks and open spaces and establish urban woodlands. Priority areas for enhancement include riparian zones, buffers, turf conversion, and open spaces. Planting sites are based on their significance in the Natural Heritage System (NHS) and their alignment with municipal climate action plans.
2. Urban Home Tree Planting Project: This project will grow the urban tree canopy, cool our communities and create healthier, more livable towns and cities by planting trees on home properties with willing homeowners. Participants will learn the role trees play in mitigating the effects of climate change and gain skills to care for their new trees.
3. Forestry Rural Tree Planting Project: This project will increase tree planting efforts on private lands within the countryside greenbelt areas of the credit river watershed. CVC's goal is to plant 3,000 additional trees (on top of the planned 5,000 trees) by 2026. The objectives of the project are to increase and connect forest cover and native species diversity through the planting of container stock. These plantings will help to improve human wellbeing and resilience to climate change, sequester carbon, protect and improve water quality and quantity, and create and enhance watershed forest habitat and biodiversity. These are restoration and management-based projects designed and implemented by CVC Forestry staff. Sites are prioritized based on CVC's Natural Heritage System and include former, marginal agricultural fields, riparian buffers, forest expansion and diversification, windbreaks, and restoration within existing forest impacted by pest and disease.

Regarding the Community Stewardship Tree Planting Project, volunteers will be able to participate in tree-planting events and the Town will promote such opportunities. CVC has identified planting opportunities on their property for the above projects. However, CVC is also open to planting on municipally owned lands and the Town may recommend suitable locations.

Strategic Pillar

Healthy Lifestyle & Vibrant Community

Financial Impact

There is no financial impact associated with the proposed recommendation. If the GCCC applications are successful, the funds would be awarded to CVC who is responsible for completing the projects.

Conclusion

Staff are supportive of this opportunity and are confident it will advance the Town’s strategic priority of preserving and fostering the natural environment through partnerships and volunteerism.

Attachments

None.

Nina Lecic

Director of Legislative Services & Town Clerk

Rob Adams

Chief Administrative Officer

Activity List 2024

	Description of Request	Responsibility	Date Directed	Suggested Completion	Status
1	Recommendation report to Council required regarding the disposition of two residential lots as outlined within report PD2022-15.	Planning & Development	27-Apr-23	TBD	Town to initiate severance applications to create two lots and apply for an OPA and ZBA.
2	Recommendation report to Council required regarding Z23-02, Blackthorn Development Corporation, 63 & 63A Trafalgar Road.	Planning & Development	8-Jun-23	TBD	Final recommendation report for the OPA considered on April 11 th . A Public Meeting was held on May 9 th regarding the ZBA and a recommendation report will be presented to Council for their consideration at a future meeting.
3	Staff were directed to bring a report to Council respecting the wastewater system inclusive of: a summary of the project, recommendations on management of existing septic systems until the time of hookup, clarification on the process regarding a Sewer Connection By-law, and a summary of advocacy for funding.	Infrastructure Services	14-Dec-23	TBD	Staff will be presenting a project proposal with costs in the 2025 Budget. Staff will be reporting back to Council with an update prior to consideration of the budget.
4	Staff were directed to expedite a report analyzing the options for fast-tracking the Transportation Master Plan.	Infrastructure Services	14-Mar-24	2025	Staff have issued a Request for Proposal (RFP) with a closing date in September 2024. Staff will report back to Council once the consultant's work has completed.
5	Staff were authorized to publish and issue Notice of Intention to Designate heritage properties within the Town of Erin and return to Council with by-laws designating the properties following the 30-day objection period.	Planning & Development	14-Mar-24	Q4	Designation by-laws must be passed within 120 days of the publication of notice.
6	Commitment to the creation of Green Community Standards.	Planning & Development	27-Jun-24	Q4	Staff are currently reviewing past work completed respecting Green Community Standards.



THE CORPORATION OF THE TOWN OF ERIN

By-Law # 24 – 45

A By-law to confirm the proceedings of Council at its Regular Meeting held September 12, 2024.

Whereas, it is deemed expedient that the proceedings of the Council of the Corporation of the Town of Erin (hereinafter referred to as “Council”) at its meeting held on **September 12, 2024** be confirmed and adopted by by-law;

Now Therefore, the Council of the Corporation of the Town of Erin hereby enacts as follows:

1. That the proceedings and actions of the Council at its Regular Meeting held on **September 12, 2024** in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Corporation of the Town of Erin are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Corporation of the Town of Erin to all such documents.

Passed in open Council on September 12, 2024.

Mayor, Michael Dehn

Town Clerk, Nina Lecic