

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

SUBDIVISION AGREEMENT

Pursuant to Municipality of West Nipissing By-law No. 2021-

THIS AGREEMENT MADE THIS 16th DAY OF MARCH, 2021

BETWEEN:

PATRICK NEIL O'CONNOR

Hereinafter collectively called the "Owner"
Of the First Part.

AND:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

Hereinafter called the "Municipality"
Of the Second Part.

WHEREAS the lands affected by this Agreement are shown on Schedule "A" and extending to 4.137 hectares, more or less;

AND WHEREAS the Owner warrants that he is the owner of the above-described lands and that an application has been made to the Municipal Council of West Nipissing (herein called the "Council") for the approval of a plan of subdivision, hereinafter referred to as the "Plan" of said lands, for the purpose of registering the same;

AND WHEREAS it is required that the Owner construct and install certain public services hereinafter referred to, to serve such plan of development and to undertake such financial arrangements with the Municipality for the installation and construction of the said services before requiring the final approval of the said plan by the Council;

AND WHEREAS the word "Owner" where used in this Agreement, in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company or corporation and when ever the singular is used herein, it shall be construed as including the plural;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the Municipality of West Nipissing consenting to the registration of the proposed plan of subdivision and the payment of the Agreement fee in the amount of \$250.00 and the covenants hereinafter expressed, the Parties hereto covenant and agree one with the other as follows:

1. **ARTICLE: INTERPRETATION**

1.1 Definitions

This section sets out in lettered paragraphs, definitions to be applied to capitalized terms used in this Agreement and all of its schedules, exhibits and/or appendices. When a defined term appears in the text of this Agreement without having its first letter capitalized, the specific definition set out in this section shall not apply. The word or phrase shall then be deemed to have its regularly accepted meaning.

- (a) **"Agreement"** means this agreement, as executed. Where this agreement is amended in the future, the term refers to this agreement, as amended.
- (b) **"Above Ground Services"** means the construction of any service not specifically included in the Below Ground Services, but required under this Agreement. Without limitation, "Above Ground Services" includes asphalt pavement binder and surface courses on roads, the construction of curbs and gutters, sidewalks, the "sodding" of boulevards, walkways, cul-de-sacs, the adjustment of all Below Ground Services to fit the Above Ground Services construction (if necessary), the cleaning of sewers, any other necessary repair work to the Below Ground Services and driveway repair. Without limitation, "Above Ground Services" may also include any other service which may be required by the Agreement such as culverts, fencing and drainage improvements.
- (c) **"Below Ground Services"** means the construction of all underground services, storm water management facilities, storm sewers, sanitary sewers and water mains with connections, storm sewer connections including catch basins, house connections and appurtenances, pipe sub-drains, grading, road granular sub-base and rough grading of the rear lot drainage easements.
- (d) **"Current"** means date at time of.
- (e) **"Easement"** means a right-of-way over the owners land granted to the Municipality for its sole use to accommodate the installation and maintenance of above ground and below ground services.

- (f) **"Final Acceptance Certificate"** means a certificate issued by the Municipal Engineer acknowledging the Municipality's final acceptance of the works as specified in this easement. Such certificate will not be issued until the Owner's Consulting Engineer has provided to the Municipality as built plans.
- (g) **"Homeowner"** means any person who purchases any Land with the intention that it will be occupied as a residence.
- (h) **"Land"** means all or any portion of the land included in the Plan as set out further in Section "A" to this Agreement.
- (i) **"Landscaping"** means the planting or preservation of any tree, shrub, grass or plant, or the construction of any fence, decorative wall or planter, which may be required in connection with the development of the Plan. Without limitation, "Landscaping" shall include the following: parkland fencing, public lands restoration, tree preservation, "berm" construction, reverse lot landscape strip development, (if such a strip is required to be conveyed to the Municipality), and special boulevard planting and fencing. "Landscaping" shall not include the construction of walkways and associated fencing under Stage I Services or street tree planting and "sodding" under Stage II Services.
- (j) **"Legal Description"** - The land as described in Schedule A of this Agreement:
- (k) The words **"Municipal Engineer"** where used in this Agreement shall mean the Engineer employed by the Municipality or his Agent.
- (l) **"Municipality"** means The Corporation of the Municipality of West Nipissing and, where the context so implies, its employees, officers, servants, agents and its council members.
- (m) **"Plan"** means an engineering plan prepared by a Professional Engineer showing the proposed design of the subdivision, above ground and below ground services.
- (n) **"Planning Director"** means a certified person who is employed with the Municipality to direct the Planning Department.
- (o) **"Professional Engineer"** means a person who holds a certificate of authorization as required by the Professional Engineers Act.
- (p) **"Services"** means all the work to be completed by the Sub-divider as set out in this Agreement and as further re-classified under the definitions of both Above Ground and Below Ground Services.
- (q) **"Sub-divider"** means anyone obtaining title to the Land or any portion of the Land from it, either directly or indirectly. Without limitation, "Sub-divider" includes: any mortgagee in possession of all or part of the Land, any contractor retained by the Sub-divider to build services (or any subcontractor employed under that contractor), or any other developer or

subcontractor or builder who obtains title to all or part of the Land, as the context requires. "Sub-divider" shall not extend to or include a Homeowner or anyone obtaining title through or from a Homeowner.

- (r) **"Subdivision"** means a lotting scheme to facilitate the division of a parcel of land, such scheme to be approved by the Municipality under the authorities of the Planning Act, R.S.O. 1990 C.P. 13, as amended.
- (s) **"Urban Development Areas"** – Areas outlined in the Official Plan that is dedicated for urban development.

1.2 General Provisions

- (a) Legislation - Unless otherwise indicated, all references to Provincial Legislation in this Agreement shall refer to the Revised Statutes of Ontario, 1990, as amended from time to time, including successor legislation. Similarly, all references to Municipal By-laws in this Agreement shall refer to those By-laws, as amended from time to time, including successor By-laws;
- (b) Gender, Plurals - All words in this Agreement shall be deemed to include any number or gender as the context requires;
- (c) Proper Law/Headings - This Agreement shall be construed according to the laws of the Province of Ontario. Article, section and/or paragraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any article, section or paragraph;
- (d) Schedules - The Schedules, Appendices and Exhibits to this Agreement form an integral part of this Agreement.

~~2. CONSTRUCTION OF MUNICIPAL PUBLIC SERVICES~~

~~2.1 Consulting Engineers~~

- ~~(1) The Owner shall retain a duly qualified Professional Engineer as the Consulting Engineer of the Owner to carry out all the necessary engineering and to supervise and certify the work required to be done for the development and construction of the project. The Consulting Engineer shall have a valid Certificate of Authorization from the Professional Engineers of Ontario.~~
- ~~(2) Such Consulting Engineer, or any successor thereto, shall continue to be retained until the work required to be done for the development and construction of the project is completed and formally accepted by the Municipality. The Consulting Engineer shall be available for information and queries from the Municipal staff during the construction phase of the works and for any changes in design which field conditions may require.~~
- ~~(3) The Owner may change from one Consulting Engineer to another at any time or times during the development and construction of the project, so long as the~~

~~Owner has a qualified Consulting Engineer retained at all times and promptly notifies the Municipality of any such change.~~

- ~~(4) The Consulting Engineer shall provide inspection services of the works in order to maintain quality control.~~
- ~~(5) The Owner shall also provide, at his expense, a qualified full time resident supervisor acceptable to the Municipal Engineer (capable of supervision, inspection and survey layout) on this project to provide continuous service during all phases of construction of the services and roadways. Without limitation, this Supervisor's duties shall include:~~
 - ~~(a) arranging for or providing line and grade for the contractors (and re-staking where necessary);~~
 - ~~(b) carrying out inspections of construction to ensure that the work is done in specific accordance with the contract documents;~~
 - ~~(c) arranging for or carrying out all necessary field testing of materials and equipment installed, according to Provincial Standards or the Municipality's requirements (including without limitation soil sampling, concrete pipe testing, grain size analysis of pipe bedding materials, compaction in trenches, compaction of sub-grade and sub-base, testing of granular materials in accordance with the Provincial Standards, compaction of granular, asphalt mix design, quality control testing of asphalt delivered to the site, concrete mix information, quality control testing at the site and quality control of top soil);~~
 - ~~(d) investigating, reporting and advising on unusual circumstances which may arise during construction;~~
 - ~~(e) carrying out additional inspections as requested, including inspections at the conclusion of construction contracts and at the end of the maintenance period;~~
 - ~~(f) obtaining field information during and upon completion of construction in order to produce "as-built" drawings;~~
 - ~~(g) making himself available at all times, on reasonable notice, to receive information of and respond promptly to emergency requirements arising out of the construction of Services;~~
 - ~~(i) notifying the Consulting Engineer to request inspection prior to proceeding to construct further works which would preclude effective inspection of works previously completed;~~
 - ~~(j) acting as the Sub-divider's representative in all matters pertaining to the construction;~~
 - ~~(k) providing co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipal~~

~~Engineer for all the works specified in this Agreement; and~~

- ~~(1) — providing to the Municipality, on behalf of the Sub divider, the location of all service connections at the time of provisional acceptance.~~
- ~~(6) — The Owner shall provide a soils investigation report prepared by a qualified soils engineer, detailing the nature of the soils and their applicability to sewer and water systems and storm water management requirements and recommending an appropriate structural design of the road system in the plan to the satisfaction of the municipal Engineer.~~
- ~~(7) — The Owner shall provide (as deemed necessary by the Municipal Engineer), a hydro-geological report and/or a storm water management report prepared by a certified Professional Engineer detailing the nature of groundwater and soil structure and recommendations as to the accommodation of such in the overall engineering of the subdivision works.~~
- ~~(8) — Upon completion of construction the Consulting Engineer shall submit a full set of "as-built" drawings. Such drawings shall be stamped by Professional Engineer and shall be labeled clearly with the word "as-built".~~
- ~~(9) — The Owner acknowledges that the review of engineering drawings by the Municipality is for the sole purpose of ascertaining conformity with established standards and criteria and does not imply that the Municipality is approving the detailed design, responsibility for which shall remain with the Owner and his Consulting Engineer.~~
- ~~(10) — In the event that the Owner does not commence the construction of the services within two years from the date of the approval of the engineering drawings and specifications, those engineering drawings and specifications shall be resubmitted to the Municipality for approval again prior to commencement of construction.~~

2.2 Construction/Installation of Municipal Works and Services

- ~~(1) — The Owner shall obtain all required approvals and shall construct or install to provincial standards and shall provide to the Municipality, complete in every detail, the following Municipal works and services (the "Works") as shown on plans submitted by the Owner's Consulting Engineer to the Municipality for a review by the Municipal Engineer for such Municipal works:~~
 - ~~— (a) — municipal roads within the plan, complete with all signs and other appurtenances;~~
 - ~~(b) — municipal roads adjacent to the plan and not separated from the plan by a reserve or reserves complete with all appurtenances;~~
 - ~~(c) — removal and replacement of any temporary circle located immediately adjacent to the plan on a Municipal road to be extended into the plan;~~
 - ~~(d) — sanitary sewers and water mains and related appurtenances;~~

- (e) ~~street storm sewers where Municipal Sanitary Services are provided on roads referred to in (a) and (b), complete with curbs, gutters, catch basins and manholes within the urban development areas;~~
- (f) ~~ditches where Municipal Sanitary Services is not provided;~~
- (g) ~~street lighting on Municipal roads within the plan, on Municipal roads adjacent to the plan but not separated from the plan by a reserve or reserves and on Municipal roads to be extended into the plan where the Owner is required to remove and replace a temporary turning circle;~~
- (h) ~~storm water drainage and management system serving the lands in the plan and lands outside the plan but draining through the plan, complete with detention or retention facilities, quality and sediment control devices and outlets;~~
- (i) ~~storm water management facilities serving the plan such as, but not limited to, treatment ponds, infiltration galleries and settlement devices;~~
- (j) ~~boulevards and sidewalks on Municipal roads within the plan, on Municipal roads adjacent to the plan but not separated from the plan by a reserve or reserves and on Municipal roads to be extended into the plan where the Owner is required to remove and replace a temporary turning circle.~~

The following items may also be required (k to p):

- (k) ~~street tree planting on Municipal roads within the plan, on Municipal roads adjacent to the plan but not separated from the plan by a reserve or reserves and on Municipal roads to be extended into the plan where the Owner is required to remove and replace a temporary turning circle;~~
 - (l) ~~walkways on walkway blocks and park entrances, complete with walkway fencing, lighting, drainage and surfacing;~~
 - (m) ~~other fencing, including, fencing adjacent to commercial sites, school sites, parks, open space, storm water management facilities and roads adjacent to the plan and separated from the plan by a reserve or reserves, and~~
 - (n) ~~noise attenuation measures including structures such as fencing or berms as approved by the Municipal Engineer as set out in Schedule "E";~~
 - (o) ~~Natural Heritage/Archeology study requirements as set out in Schedule "E";~~
 - (p) ~~environmental remediation measures as set out in Schedule "E".~~
- (2) ~~Where the Municipality has agreed to contribute funding towards infrastructure over-sizing costs, the Owner agrees not to employ any contractor for construction of the services unless and until it has received the prior written approval of the Municipality. The Owner shall, before signing any contract for the construction of the services, submit to the Municipality a complete set of the Contract Documents and specifications prior to tendering for review and approval by the Municipality. In the event the contract requires the construction of any service for~~

~~which the Municipality has a financial contribution, the contract documents will not be executed by work commenced until the approval of the bid which the Subdivider proposes to accept has been given by the Municipality. The Owner acknowledges that should he fail to abide by requirements of this Section, the Municipality, at its sole discretion, may be relieved of its obligation to make any financial contribution.~~

- ~~(3) If at any time prior to acceptance of the work, the Municipal Engineer is of a reasonable opinion additional works are reasonably necessary to provide adequately any of the public services required by the project, the owner shall construct, install or perform such additional work at the request of the Engineer at the owner's cost, so long as such additional work does not substantially change the previously approved design or the previously approved construction standards.~~
- ~~(4) All Works shall be constructed and installed in a good and workmanlike manner under the supervision of the Owner's Consulting Engineer, in the case of street lighting, Greater Sudbury Hydro Plus Inc or Hydro One's inspectors.~~
- ~~(5) The Owner shall conduct video inspections of all underground services required to be constructed or installed hereby and shall provide a DVD and/or VHS format video record to the Municipality before commencement of the above ground works, and before the end of the maintenance period. The Owner shall repair any noted defects.~~
- ~~(6) The Owner shall be responsible for the sewer and water main flushing of all mains constructed as part of this Subdivision Agreement and at no cost to the Municipality.~~
- ~~(7) The Owner shall pay to the Municipality an engineering review/administration fee of 3% of the estimated value of above ground and below ground servicing works (or a minimum of \$1000) as detailed in Schedule "D" of this Agreement.~~
- ~~(8) The Pre-Servicing Agreement entered into between the Municipality and the Owner dated ____ of _____, 200_ with regard to the following services:~~

~~_____~~
~~_____~~
~~_____~~

~~has been fully completed to the satisfaction of the Municipality, sufficient for the Owner to apply for this final Subdivision Agreement and for final plan approval under the *Planning Act*. A copy of the Pre-Servicing Agreement is attached hereto.~~

2.3 General Regulations Respecting Servicing

- ~~(1) The Owner shall not dump nor permit to be dumped any fill or debris on, nor remove or permit to be removed any fill from any public lands, other than in the actual construction of roads in the project without the written consent of the authority responsible for such lands.~~

- (2) ~~The Municipality's Engineer may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction or installation of any services required by this Agreement and the cost of such tests shall be paid by the Owner within 30 days of invoices being rendered.~~
- (3) ~~The Owner shall pay, within 30 days of invoices being rendered, the costs of:~~
- ~~(a) relocating any existing municipal services or utilities required to be relocated by the construction or installation of the Work, services, or utilities in the project; and~~
 - ~~(b) moving any works, services or utilities installed in driveways or so close thereto, in the opinion of the Municipal Engineer, as to interfere with the use of the driveway.~~
- (4) ~~The Owner shall provide and erect temporary signs of such nature and at such locations as designated by the Municipal Engineer or his agent.~~
- (5) ~~In the case where there has been a previous industrial or commercial land use of the property or a portion of the property, the Owner agrees to complete a Phase I Site Assessment pursuant to the "Guideline for Use of Contaminated Sites in Ontario" 1996 or later.~~

2.4 Completion

~~The Owner shall complete all works applicable to this Agreement within a time limit specified by Council up to a maximum of three years and failure to comply with the requirement will cause loss and forfeiture of all monies deposited with the Municipality for the purpose of securing completion of the services required by this Agreement.~~

3. PLANS AND SPECIFICATIONS

- 3.1 The Owner shall submit ten (10) copies of the subdivision agreement to the Municipality. When approved and signed by the Municipality, distribution will be as follows:

Corporate Services (Municipal Clerk)	1
Community Services (Manager of Planning Services)	1
Engineering Water & Sewer Dept.	2
Public Works (Managing Director of Public Works)	2
Local Hydro Provider	1
Bell Telephone Company	1
Union Gas	1
Local Cable Provider	1

- 3.2 All plans and specifications shall be prepared in accordance with Provincial Standards (O.P.S.S., M.O.E., ect.) unless otherwise provided by the Municipal Engineer. All construction plans are to be included in Schedule "B" and "C". Upon completion of the installation of the services, the Owner's engineer shall incorporate any job changes, locate all service boxes including tie-ins, and

complete the as constructed drawings in electronic format to the satisfaction of the Municipal Engineer. When the co-ordinate systems become available and practical for the West Nipissing area, all plans, survey information and as constructed drawings are to be provided in a co-ordinate format based in the Municipality's GIS requirements.

3.3 The Municipality shall not be required to execute this Agreement or the final plan of subdivision until delivery to the Municipal Clerk of all transfers, easements, letters of credit or cash deposits or reports and plans required under this Agreement.

3.4 The Owner shall provide an electronic version of this Agreement and a AutoCAD version of all plans referred to herein in a format defined by the Municipality's Planning Director and the Engineer.

4. INTERNAL/EXTERNAL ROAD MAINTENANCE AND REPAIR/SNOW PLOWING

- (1) Throughout the term of this Agreement, the Owner shall,
- (a) maintain all Municipal roads within the project in a mud and dust free condition and free of obstructions, regardless of the source or cause of any mud, dust or obstruction;
 - (b) maintain all Municipal roads outside the project, including boulevards, in a mud and dust free condition and free of obstructions, where the source or cause of the mud, dust or obstruction is an operation or operations related in any way to the development of the project;
 - (c) repair all Municipal roads outside the project, including boulevards, where damage has occurred as a result of an operation or operations related in any way to the development of the project; and
 - (d) plow snow from and salt all Municipal roads within the project that are not subject to the Municipality's winter control program;
 - (e) the Municipality shall include in its winter maintenance program any roads on which a house has been lawfully completed and occupied, but the developer shall remain responsible for any reconstruction or repair of the road surface.
- (2) The Owner, within 24 hours of verbal notification by the Municipality to it or its representatives, shall undertake such works as are necessary to clean, clear, repair, plow or salt any Municipal road requiring such work in the opinion of the Municipal Engineer or his designate.
- (3) The Owner agrees that should a particular stage or phase of the subdivision terminate with a temporary cul-de-sac and should future connecting stages of the subdivision not be commenced prior to the installation of the top lift of asphalt, the owner shall pave this cul-de-sac to the satisfaction of the Municipal Engineer.

5. HOUSE NUMBERS

House numbers for use within the new plan of subdivision shall be shown by the Owner on the plans included herewith as Schedule "B" and in accordance with the current Municipal By-law.

~~6. STORM WATER MANAGEMENT~~

~~6.1 All drainage works shall conform to current Provincial and Municipal standards and current Storm Water Management Policy (ies). It is the owner's responsibility to ensure that all drainage works comply with the most current standards, policies and legislations.~~

~~6.2.1 The Owner shall grant to the Municipality easements across the lands herein described, or adjoining lands to provide for any drainage work that may be required by the Storm Water Management Plan to furnish an outlet for storm water or natural watercourses across the said property. The Owner shall be responsible for all costs including the registration fees for any grants or transfers. The said easements shall be described in Schedule "A1" hereto, as specified by the Municipal Engineer and indicated on the Plan Schedule "A". The Owner further agrees that any existing tile drainage system shall be indicated on the plans Schedule "B" and "C" hereto.~~

~~6.3 Grading Control Plan/Lot Drainage and Sodding~~

~~(1) The Owner shall submit to the Municipality, for the approval of the Planning Director, a Grading Control Plan prepared by the Owner's Consulting Engineer, establishing the proposed grading of the lands in the project to provide for the proper drainage thereof and the drainage of all adjacent lands which drain through the lands in the project. All elevations shall be in accordance with the current lot grading by-law.~~

~~(2) The Grading Control Plan shall be prepared in accordance with the Municipality's current lot grading by law and shall not provide for the drainage of surface run-off water onto Municipal-owned parkland, open space, walkways or other private lands not part of the subdivision unless provision is made for the installation by the Owner, at no cost to the Municipality, of suitable swales and catch basins to manage surface run-off water adequately.~~

~~(3) The Owner shall grade all the lands in the project in accordance with the approved Grading Control Plan, ensuring that sufficient topsoil remains as cover on all areas of the project intended for sodding, hydro seeding, or other planting.~~

~~(4) If the Municipality determines that,~~

~~(a) grading has not been done in accordance with the Grading Control Plan,~~

~~(b) grading has been done in accordance with the Grading Control Plan but drainage problems remain, or~~

~~(c) sufficient topsoil has not been left in the appropriate areas, the Owner shall re-grade the project, or part thereof affected, adding a sufficient amount of topsoil if necessary, or construct catch basins, swales or other structures~~

~~as may be necessary to correct such problems, as directed by the Municipal Engineer.~~

- ~~(5) The Owner shall sod the front yards, Municipality's boulevards and drainage easements of each of the residential lots and blocks in the project except for paved, planted or treed areas prior to the occupancy of the dwelling unit located thereon or within the six months immediately thereafter except, where the occupancy of the dwelling unit occurs in November or December of any year, the time limit for sodding may be extended to June 30 in the following year at the discretion of the Planning Director. Sod will need to be up kept for a period of one year after the installation.~~
- ~~(6) Prior to the sale of any lot or dwelling, the owner agrees that an individual lot grading plan shall be submitted to the Municipality certifying that the lot grading and building elevations are in compliance with the Subdivision Grading Control Plan and shall be confirmed by an Ontario Land Surveyor (OLS) prior to final inspection of the house on the lot.~~
- ~~(7) The Owner agrees that buildings to be erected on the said lands covered by or included in the said plan of subdivision shall be erected to conform to building elevations set out in the approved grading control plan before building operations are commenced. The said building elevations will conform within _____ 50mm to the grades and elevations indicated on the Grading Control Plan required by this Agreement and attached hereto and a certificate to this effect shall be obtained from the Consultant submitted to the Chief Building Official and Planning Director.~~

6.4 Erosion Control During Construction

~~The Sub divider covenants and agrees to implement an erosion control plan forming part of Schedule "B" of this Agreement and to maintain the control measures as specified in the Erosion Control Plan during the construction of Services and development of the Plan. The Sub divider further agrees that any costs incurred by the Municipality in cleaning, clearing, repairing or reconstructing the sedimentation and erosion control facilities, or existing services within or outside the Plan as a result of storm water run off and siltation will be the responsibility of the Sub divider and will be drawn from the letter of credit deposited with the Municipality under Section 12 of this Agreement.~~

7. PLANTING OF TREES

- ~~"In the event that the Developer plants trees within the road allowance boulevard, then the Municipality shall provide an equivalent credit from the cash in lieu of parkland. The Developer shall first obtain the approval of the Municipality:~~
- ~~the caliper and species of trees;~~
- ~~the amount of the cash in lieu provided by the Developer which can be applied thereto;~~
- ~~the provision of a written warranty for 2 years from planting of the trees.~~

8. UTILITY INSTALLATIONS

8.1 Hydro Electric Installations - Services can be underground or above as the developer desires and shall be approved by the Local Hydro Provider.

- (a) The Owner agrees to provide easements across the lands described in Schedule "A2" hereto and indicated on Schedule "A" for the purpose of Hydro Electric installations. The easements for the aforesaid lands duly executed by the Owner shall be deposited with the Municipal Clerk before the Final Approval of the said plan by the Municipality with the registered plan number left blank in the legal description, such plan number to be entered by the Land Registrar when the said plan is registered.
- (b) Execution of this agreement by the Municipality shall confer approval to Hydro One Networks Inc. or local distribution company, to install their plant in the locations shown in Schedule "C" hereto.
 - (i) The Owner shall require approval of hydro design and plant by the local default hydro distribution company and, as directed, by the "Ontario Energy Board".
 - (ii) Execution of this Agreement by the Municipality shall confer the Municipality's consent to the local hydro distribution company, to install and locate plant as shown in Schedule "C" hereto.
- (e) The owner /developer shall sign all necessary agreements and provide all deposits required for the installation of the Electrical Distribution System to local hydro distribution company.
- (f) The owner /developer agree to transfer all required easements for the Electrical Distribution System. All legal and surveying cost shall be the responsibility of the owner/developer.
- (g) The owner shall provide a 2 year maintenance deposit in the amount of 10% of the total cost of the electrical distribution system. This deposit will remain with local hydro provider. The 2 year period shall commence when 75% of the phase of the subdivision has been issued occupancy permits by the Municipality of West Nipissing.
- (h) The owner shall provide and pay all cost for the installation of the street light system as determined by the Municipality of West Nipissing lighting requirements.

8.2 Telephone/Telecommunications Installations

- (a) The Owner agrees to provide easements across the lands described in Schedule "A3" hereto and indicated on Schedule "A" for the purposes of telecommunications installation.
- (b) The Owner agrees to allow telecommunications companies to survey and register easements as shown on Schedule "A3" hereto.

- (c) Execution of this agreement by the Municipality shall confer the Municipality's consent telecommunications companies to install and locate plant as shown in Schedule "C" hereto.

8.3 Gas Company Installations

- (a) The Owner agrees to provide easements across the lands described in Schedule "A4" hereto and indicated on Schedule "A" for the purpose of Union Gas (Ontario) Ltd. installations.
- (b) The Owner agrees to allow Union Gas being the current gas franchise licence holder for gas distribution in West Nipissing, to survey and register easements as shown on Schedule "A4" hereto.
- (c) Execution of this agreement by the Municipality shall confer approval to the Union Gas (Ontario) Ltd. to install their plant as shown on Schedule "C" hereto.

8.4 Canada Post Facilities

Canada Post Facilities shall be shown clearly on all engineering drawings and also shall be shown in the field by means of a sign indicating the location of the Canada post facility.

9. Lands for Municipal Purpose

- 9.1 That the Owner shall grant in fee simply unto the Municipality, the land or easements set forth in Schedule "A1", Schedule "A2" and Schedule "A5" hereto and shown on Schedule "A" for Municipal purposes other than roads as indicated on the attached draft plan of subdivision. The Owner shall be responsible for all costs including the registration fees for such grants and transfers.
- 9.2 The deeds for the said lands, and the easements described in Schedules "A1", "A2" and "A5" hereto, duly executed, are to be deposited with the Municipal Clerk by the Owner before the Final Approval of the said plan by the Municipality, with the registered plan number left blank in the legal description, such plan numbers to be entered by the Municipal Clerk when the said plan is registered.

9.3 Parkland Dedication

The Owner agrees to dedicate a minimum of five percent (5%) of the 4.41 hectares of the Plan of Subdivision for Municipal Parkland to the satisfaction of the Municipality. Generally the Parkland shall be made suitable for the use planned for by the Municipality and be accessible for public use, all to the satisfaction of the Manager of Parks and Facilities. If this land is to be graded, top soiled (4" min) and hydro-seeded in accordance with the overall lot grading and drainage plan, said works shall occur to the satisfaction of the Municipal Engineer, if required. The Owner shall also provide at his expense a one inch (1") diameter waterline to this Parkland.

9.3.1 Cash-in-lieu of Parkland Dedication

Should the Municipality agree to accept a cash payment in lieu of a Parkland Dedication; the Owner will pay to the Municipality by way of cash or certified cheque an amount equal to five percent (5%) of the current appraised land value.

9.3.2 Dedications for transit right of way, pedestrian and bicycle pathways

The approval authority may impose such conditions to the approval of a plan of subdivision as in the opinion of the approval authority are reasonable, having regard to the nature of the development proposed for the subdivision, including a requirement, that such highways, including pedestrian pathways, bicycle pathways and public transit rights of way, be dedicated as the approval authority considers necessary.

10. PAYMENT OF TAXES

(a) The Owner agrees to pay all arrears of taxes outstanding against the property herein described before the final approval of the said plan by the Council.

(b) The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said lands on the basis and in accordance with assessment and collector's roll entries appearing from time to time.

11. COMMUTATION OF LOCAL IMPROVEMENTS

- (a) The Owner hereby agrees to commute and pay all existing frontage and area local improvement charges against the property on the said plan of subdivision.
- (b) The Owner hereby agrees to commute and pay all proposed frontage and area local improvement charges against the property on the said plan of subdivision. Proposed local improvement charges shall be deemed to be against the property when the Municipality has given three readings to the authorizing by-law.
- (c) The Owner agrees to commute and pay the Municipality's share of proposed and existing local improvements serving the property on the said plan of property.
- (d) All such payments are to be made by the Owner prior to the execution of this agreement by the Municipality.

12. FINANCIAL ARRANGEMENTS

12.1 Security

As security for all covenants of the Sub-divider contained in this Agreement, the Sub-divider shall, at the time of the execution of this Agreement, file with the Municipality one or more irrevocable letters of credit totaling the amount of \$0.00. (A breakdown of this figure is provided in Schedule "D". It is understood and agreed that if the sub-divider should fail to complete to the satisfaction of the Municipality any items remaining to be completed under this Agreement, (all matters under the Pre-Servicing Agreement services having been completed), within the time limit provided for, then the Municipality may at its sole discretion

demand payment on the Letter of Credit and may use all or any part of the value of the Letter of Credit to rectify the default.

12.2 Form of Letter of Credit

All letters of credit filed with the Municipality under this Agreement shall be in favor of the Municipality and in a form satisfactory to the Municipality's Solicitor. Each letter of credit must be issued by a Canadian chartered bank for the amount(s) set out. The terms of the letter(s) of credit must provide that the bank shall pay to the Municipal Treasurer any sums as may be requested from time to time, to the maximum limit of credit, without recourse. Each letter of credit must be valid for at least one year from the date of its delivery to the Municipality and must provide that it cannot be revoked or terminated without at least 30 days notice to the Municipality's Treasurer. The letter of credit is to remain irrevocable until the works are accepted by the Municipality. The letter of credit may be reduced from time to time as certain stages are completed and accepted by the Municipality as detailed in Section 12.5.

12.3 Cash in Lieu or Performance Bond Alternative to Letter of Credit

- a) Where security is required pursuant to the terms of this Agreement, it has been anticipated that the Sub-divider will provide this security in the form of one or more letters of credit in the form required by Schedule "D". However, the Municipality, in its sole discretion, may accept a cash deposit in lieu of a letter of credit. Where a cash deposit is made by the Sub-divider as security for the performance of any one or more of its obligations pursuant to this Agreement, simple interest shall be payable by the Municipality to the Sub-divider on the amount deposited, as reduced from time to time pursuant to the terms of this Agreement. The rate of interest shall be at the rate for short-term deposits for a term of 180 days quoted by the Royal Bank of Canada on the last Friday of the months of March, June, September and December. Interest shall be computed on the minimum quarterly balance for the number of days which any cash deposit is on deposit during the quarter.
- b) The Municipality may, at its discretion, accept a Performance Bond and Material and Labour bond in an amount equal to the letter of credit amount, in a form and from a company satisfactory to the Municipality's Solicitor.

12.4 Increased Security after Three Years

Where a letter of credit has been tendered and accepted by the Municipality pursuant to this Agreement, the Municipality may request that the value of the letter of credit be increased after three years, whether or not the Plan has been registered, or whether or not the construction of Services has commenced, or at any stage during the construction of Services, if it appears after three years to the Municipality, that the sum secured by the letter of credit has become insufficient to adequately indemnify the Municipality under this Agreement. This determination shall be made in the reasonable discretion of the Municipality. In the event that an increased letter of credit is not received by the Municipality, within 20 days of making a request for an increase, the Sub-divider shall be deemed to be in default under this Agreement, and shall not take any further steps to develop, convey or build upon the Land. If this Agreement is in

default for 30 days or more the Municipality may draw the whole amount of the letter of credit.

12.5 Reduction of Letter of Credit

The Municipality may, from time to time, reduce the amount of the letter of credit provided to secure the construction of any Services for which sums are deposited under Section 12.1 and Schedule "D" of this Agreement by an amount equal to 80% of the funds held by the Municipality for such completed Services. The Sub-divider acknowledges that the Municipality will not entertain a request for reduction unless and until it has received a certificate from the Sub-divider that all accounts relative to the installation of the completed Services has been paid, and that the Construction Lien Act has been complied with by the Sub-divider. Any reduction made shall be based on the progress payment made by the Sub-divider to his contractor and the estimated cost of the Services set out under Schedule "D". After final acceptance of the Underground Services, the balance of the letter of credit shall not be reduced to less than 20% of the estimated cost of above ground Services until a Certificate of Final Acceptance for all Services has been given. In the event that the Developer obtains a contract wherein the purchaser of the lots agrees to sod the boulevard and agrees to deposit the cost in full with the Municipality, the Municipality may on an annual basis, upon receipt of the deposit from the purchaser of the lot, reduce the letter of credit by the amount of the deposit.

12.6 Guarantee

The Sub-divider acknowledges that the letter(s) of credit is/are taken to secure the completion of the Sub-divider's obligations pursuant to this Agreement, and will stand to guarantee that its obligations are satisfactorily completed. If the Land is transferred while the Sub-divider's obligations under this Agreement have not been completed, the Sub-divider acknowledges that it is its own and sole responsibility to make arrangements with the transferee of the Land directly to have liability for the letter(s) of credit guaranteed or assumed by the transferee. Substitute letter(s) of credit from the transferee, will not necessarily be accepted by the Municipality unless in compliance with Subsection 12.2.

12.7 Direct Municipal Charges

The Sub-divider covenants and agrees to pay the Municipality the amount of \$1,250.00 for the individual items set out in detail in Schedule "C" to this agreement.

12.7.1 Nature of Direct Municipal Charges

The money paid under Schedule "C" of this Appendix shall become the sole property of the Municipality, free from all claims of the Sub-divider. The Sub-divider shall not, under any circumstances, be entitled to any refund of any part

of the fixed payment once it has been paid, whether or not the actual cost of providing the services for which payment is made is less than the sum paid by the Sub-divider under Schedule "C".

12.7.2 Use of Direct Municipality Charges

The Sub-divider acknowledges that the Municipality shall use the moneys paid by the Sub-divider under Schedule "C" to pay the cost of, or to reimburse the Municipality for the cost of the services or improvements on account of which the moneys are paid whether such services or improvements were constructed or rendered before or are constructed or rendered after the date of this Agreement. The time and manner of providing these services shall be at the sole discretion of the Municipality.

12.8 Services to be Assumed

The total estimated cost of all the Services to be constructed which will be assumed by the Municipality is \$0.00 as generally detailed in Schedule "D" and Schedule E-2. To secure the construction of Services which are the responsibility of the Sub-divider, the Sub-divider shall provide a letter of credit in the amount of \$0.00 which is 100% of the cost of constructing outstanding services.

12.9 Cost Breakdown for Letter of Credit

The letter of credit shall be given on the terms set out in Section 12 of this Agreement and shall be in the amount of \$0.00 and shall detail that it is paid on account of the items for which payment or security is required under Subsection 12 of this Agreement.

12.10 The Owner agrees to pay all applicable off-site servicing costs related to this Subdivision less any appropriate Municipality share as detailed in Schedule "E" of the Special Provisions of this Agreement.

12.11 Guarantee and Maintenance Period

The Sub-divider covenants and agrees to maintain and guarantee all the Services from all defects in workmanship or material for a period of two years from the date of completion of the first lift of asphalt. During the said maintenance and guarantee period referred to above, the Sub-divider covenants and agrees to maintain all of the Services in good working order and maintain them in a good state of repair.

The Sub-divider acknowledges that the Municipality shall be entitled to retain not less than 5% of the value (as set out in Schedule "C" of this Agreement) included in the letter of credit provided pursuant to Section 12 of this Agreement to secure the construction of the Services until a Certificate of Final Acceptance is issued pursuant to Section 12.12 of this Agreement.

12.12 Certificate of Final Acceptance of Services

The Sub-divider shall receive from the Municipal Engineer a Certificate of Final Acceptance on the expiry of the guarantee and maintenance period subject to the following conditions.

- (1) The Sub-divider must deliver to the Municipality the final engineering drawings required by Section 2.1 of this Agreement.
- (2) Any and all defects or damages to Services which occurred during the guarantee and maintenance period must have been corrected.
- (3) The Sub-divider must cause its Professional Engineer to provide a set of as-built plans based on the survey and inspection information provided by the Consultant and Municipality.
- (4) The Sub-divider must cause an Ontario Land Surveyor to provide a declaration certifying that all standard iron bars shown on the registered Plan (and marking the main points of the limits of the highways and the blocks dedicated or conveyed to the Municipality) are still in their correct locations.
- (5) The issue of the Certificate of Final Acceptance shall relieve the Sub-divider from any further obligations of guarantee of the accepted Services.

13. OCCUPATIONAL HEALTH & SAFETY

13.1.2 The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, or any successor thereto, and all Regulations there under (in this section called the "Act"), and shall ensure that its employees, contractors, subcontractors and their employees,

- (a) are aware of their respective duties and obligations under the Act, and
- (b) have sufficient knowledge and training to perform all works and services required pursuant to this Agreement safely and in compliance with the Act.

13.1.2 In the performance of all works and services required pursuant to this Agreement, the Owner shall,

- (a) act safely and comply in all respects with the Act, and
- (b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act.

13.1.3 The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.

13.1.4 In addition to the Owner's general indemnification of the Municipality pursuant to Section 16 below, the Owner shall indemnify and save harmless the Municipality,

- (a) from any loss, inconvenience, damage or cost to the Municipality which may result from the Owner or any of its employees, contractors, subcontractors and

their employees failing to act safely or to comply in all respects with the Act in the performance of any work or service required pursuant to this Agreement; and

- (b) against any action or claim, or costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any work or service required pursuant to this Agreement.

13.1.5 The Owner shall permit representatives of the Municipality on the site where any works or services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.

13.1.6 No act or omission by the Municipality or any representative of the Municipality (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.

13.1.7 The approval of the Municipality authorities to this proposed plan of subdivision is not to be deemed to give assurance that building permits, when applied for, will be issued on the lots as shown on the plan in Schedule "A".

13.2 General Indemnity and Release

Until the Municipality has accepted the subdivision services and roads, the Owner on behalf of himself, his assigns and successor in title, hereby covenants to indemnify and save harmless the Municipality from all actions, causes of action suits, claims, and demands whatsoever, for any personal injury, death or property damage which may arise either directly or indirectly from the development of this subdivision including and without limiting the generality of the foregoing, only claims arising by reason of any alteration of the existing grade or level of any street or streets on the said plan to bring the said grade or level into conformity with the grade or level approved by the Municipal Engineer or by reason of any damage to the lands abutting on any street or streets shown on the said plan, or to any building erected thereon, arising from, or in consequence of any such alteration of grade or level.

13.2.1 The Owner further agrees to indemnify and save harmless the Municipality from any claim or demand arising from the design and/or approval of the services and roads herein.

13.3 The Owner shall be liable for all damages that may be suffered by any person on the streets as shown on the plan until the streets have been taken over by by-law by the Council of the Municipality of West Nipissing.

13.4 In the event that any of the obligations of the Owner herein are requested by the Owner to be performed by the Municipality, then the Owner hereby appoints the Municipality, its officers and employees as the agent of the Owner for the purpose of performing such works and the Owner shall pay the cost of any such work forthwith upon demand. The parties hereby agree that any works which are required to be performed for the purpose of maintaining public travel on a road

(dedicated to the Municipality, but not yet assumed by the Municipality of maintenance) in circumstances deemed by the Municipal Engineer in his sole opinion, to be on an emergency basis, then such works shall be further deemed to be at the request of the Owner, at the expense of the Owner and as agent for the Owner.

- 13.5** Any rights, duties or obligations of the Owner which are required to be performed by the Owner prior to the issuance of a building permit on a lot shall not be assigned without notice in writing to the Municipal Engineer.

13.6 Environmental Remediation

The Sub-divider covenants and agrees to implement the recommendations of any pertinent Environmental Remediation Studies which are required by this Agreement or which otherwise apply to the subject lands.

14. SPECIAL PROVISIONS

The Special Provisions set out in Section "E" attached hereto are deemed to form part of this Agreement as if they were written in this section.

15. REGISTRATION OF SUBDIVISION AGREEMENT AND RELEASE

The Owner hereby agrees that this subdivision agreement and the covenants, provisos, conditions and schedules contained herein shall be registered upon the title of the land within the said plan of subdivision. Such registration shall be at the expense of the Owner.

15.1 Release of Subdivision Lands

Upon completion of the said works, services and roads and the issuance of the Final Acceptance Certificate and the payment of all accounts therefore and the submission of applicable as constructed plans, the Municipal Engineer will issue to the Municipality Clerk a report that states in his opinion the said works have been constructed according to Municipality's specifications, standards and requirements or that there is adequate financial security retained therefore. When the Municipal Clerk has received the City Engineer's report, the Clerk shall execute a certificate to release the subject lands from the Subdivision Agreement.

16. LIABILITY INSURANCE

The Owner shall procure and maintain liability insurance in the amount of \$5,000,000 inclusive for any one occurrence. Such insurance shall include the Municipality, its officers and agents as named insured for all and any claims resulting from improper installation of any services or on any roadway prior to the Municipality assuming such services or roadways. Copies of said policy shall be forwarded to the Municipality and will not be cancelled until all services are complete and have been accepted by the Municipality.

17. ENCUMBRANCERS

17.1 Postponement

The Encumbrancer, in consideration of the approval by the Municipality of the Plan, postpones any rights or interests which it has in the Land with the intent that this Agreement shall take effect as though executed and registered prior to the creation of its right or registration of any mortgage, agreement or other document creating or defining its rights or interests.

17.2 Priority of Rights

The Encumbrancer, in consideration of the approval by the Municipality of the Plan, covenants and agrees with the Municipality that this Agreement, and any conveyance, easement or other documents given pursuant to this Agreement, shall have priority over the rights of the Encumbrancer in the Land with the intent that the Encumbrancer (or anyone claiming under it) shall at no time exercise in relation to the Land any right, title or claim which could not be exercised by the Sub-divider by reason of the terms of this Agreement.

18. Lapse of approval

In giving approval to a draft plan of subdivision, a time period of five years with a possible two-year extension as per approval of the West Nipissing Planning Committee, will be given to the applicant to start the development. The approval shall lapse at the expiration of the time period, but if an appeal under section 51(39) of the Planning Act is filed, the time period specified for the lapsing of approval does not begin until the Municipal Board's decision is issued in respect of the appeal or from the date of a notice issued by the Board under subsection 51(51).

AND IT IS DECLARED AND AGREED that this Agreement, and the covenants, provisos, conditions and Schedules therein contained shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Corporate Seal of the Owner is hereunto affixed under the hands of its proper signing officers in that behalf.

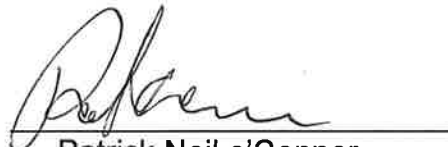
IN WITNESS WHEREOF the Owner has hereunto set his hand and seal.

IN WITNESS WHEREOF the Municipality has hereunto affixed its Corporate Seal under the hands of its proper signing officers authorized by By-law in that behalf.

SIGNED, SEALED AND DELIVERED

OWNER

In the Presence of


Patrick Neil o'Connor

SIGNED, DELIVERED AND ATTESTED

In the Presence of

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**

MAYOR

MORTGAGEE

CLERK

Authorized and approved by By-law Number _____

ENACTED this _____ day of _____, A.D., 2021.

SCHEDULE "A"

- (1) All and singular that certain parcel or tract of land and premises situated, lying and being in the Municipality of West Nipissing in the District of Nipissing and more particularly described as follows:
 - (a) Existing Property Description:

Part of Broken Lot 1, Concession "C", Geographic Township of Springer, Municipality of West Nipissing, District of Nipissing being all of PIN 49087-0523 (LT) more particularly described as Part 12, Plan 36R-14206.
 - (b) Subdivision Description:

Lots 1, 2, 3 and 4, Registered Plan 36M-XXX, Municipality of West Nipissing, District of Nipissing.

SCHEDULE "A1"

EASEMENT(S) FOR DRAINAGE

Owner agrees to provide Transfer of Easement(s) in favor of the Municipality in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

(1) **Above Ground Storm Drainage**

Nil

(2) **Below Ground Storm Drainage**

Nil.

SCHEDULE "A2"

EASEMENT(S) FOR HYDRO

Owner agrees to provide Transfer of Easement(s) in favor of Hydro One Networks Inc. in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

Nil - all Hydro services are being provided within dedicated public roads

SCHEDULE "A3"

**EASEMENT(S) FOR BELL CANADA AND OTHER TELECOMMUNICATIONS
COMPANIES**

Nil - all Bell and telecommunication services are being provided within dedicated public roads

SCHEDULE "A4"

EASEMENT(S) FOR GAS

Nil – all gas services are being provided within dedicated public roads.

SCHEDULE "A5"

PARKS AND OTHER LANDS FOR MUNICIPAL PURPOSES

Parks and Other Lands

Nil

Cash in Lieu Calculation

(as set out in Section 51.1.1 of the Planning Act Chpt. P.13, R.S.O. 1990 as amended)

Whereas, the Owner acquired subject lands as described in Schedule A, 1(a) hereto together with Parts 15 and 20, Plan 36R-14206 as described in Instrument BS170221 for a purchase price of \$100,000.00;

And Whereas, a 2% annual increase in property value is assumed;

Therefore, the cash in lieu value (C) is calculated as follows:

$$\begin{aligned} C &= \text{area of subdivision lands} / \text{total original area of property} \times \text{adjusted} \\ &\quad \text{purchase price} \times 5\% \\ &= 4.137 \text{ ha} / 17.803 \text{ ha} \times \$105,080.40 \times 0.05 \\ &= \$1,220.91 \end{aligned}$$

SCHEDULE "B"

PLANS

Drawing No.

Description

SCHEDULE "C"

SUMMARY ESTIMATED COSTS

PART A - Below Ground Services	\$0.00
PART B - Above Ground Services (including back lot drainage)	\$0.00
PART C - Street Lighting	\$0.00
PART D - Expropriation Costs	\$0.00
 TOTAL PARTS A, B, C AND D	 \$0.00
 ENGINEERING AND CONTINGENCIES 20%	 \$0.00
TOTAL ESTIMATED COST *	\$0.00

Direct Municipal Charges

Engineering review/administration / inspection fee 3% of Parts A and B (min.\$1000.00)	\$1,000.00
Fee for preparation and registration of this agreement and other documents required under this agreement	\$ 250.00
 Total Direct Municipal Charges	 \$1,250.00

- * The Total estimated costs are the total estimated construction of the road and all the appurtenances in or over the road. These costs are to be used to establish the value of the letter of credit as per Section 12 of this Agreement.

SCHEDULE "D"

COST ESTIMATE

PART A - BELOW GROUND SERVICES

Item	Description	Quantity	Unit Price	Amount Remaining
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(1)	<u>Sanitary Sewer</u>			
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Nil

(2)	<u>Watermain</u>			
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Nil

TOTAL PART A

\$0.00

PART B - ABOVE GROUND SERVICES

(1)	<u>Street Construction</u>			
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Nil

TOTAL PART B

\$0.00

PART C - STREET LIGHTING AND SIGNS

(1)	Street Lights	-	-	-
(2)	Street Signs	-	-	-
TOTAL PART C				<hr/> \$0.00

Cost Estimates – Calculation of Letter of Credit:

Nil

METHOD OF CALCULATION OF DIRECT MUNICIPAL CHARGES

Engineering Review and Approvals Fee

The payment required is calculated as a minimum of \$1,000 or to 3% of the estimated cost of the installation of the Services (Parts A and B) whichever is greater as a contribution toward the costs incurred by the Municipality in the engineering review, approvals and inspection of the works in this Agreement. Whereas the engineering review of municipal services being provided has occurred during past work and whereas the Contractor is liable for all inspection costs conducted by a registered professional engineering firm with a valid Certificate of Authorization from the Association of Professional Engineers of Ontario, the payment required will be \$1,000.00.

SCHEDULE "E"

SPECIAL PROVISIONS

Promenade du Lac

1. The Owner and the Municipality agree that all of the subdivision lots shall be accessed from the travelled portion of Promenade du Lac which is situate on the Road Allowance known as Promenade du Lac and more particularly described in PIN No. 49087-0287, subject to by-law No. 2017/39 being a by-law to regulate private entrances;
2. The Owner and the Municipality further acknowledge that the travelled portion of the road deviates from the Road Allowance and that no access shall be permitted from the portion of the travelled road which is not situate on the road allowance and where privately owned lands are located between the travelled portion and the road allowance.
3. The Owner and the Municipality acknowledge that there are structures located on the municipal road allowance to the north of the travelled portion of the road. The Owner acknowledges that the Municipality will be permitting those structures to remain, subject to the entering into of encroachment Agreements with the owners.

Site Works on Individual Lots

In order to mitigate the effects of storm water and snow melt run-off, the Owner of each of Lots 1, 2, 3 and 4, Registered Plan 36M-XXX, hereby covenants and agrees that a maximum of 0.4 hectares of land be cleared to permit new dwelling construction and yards, that driveways located on grades of greater than 8% be constructed incorporating a serpentine design dependent on topography and sub-surface features and that, if required, infiltration chambers be constructed on the down-slope side of the driveway. Driveways should be crowned or sloped to prevent water channelization within the driveway.

Hydro Facilities

1. Hydro-electric facilities in the form of wood poles and aerial service lines are located on the south side of Promenade-du-Lac. No extension of Hydro facilities are required.
2. Any development in conjunction with the subdivision must not block vehicular access to any Greater Sudbury Hydro / Hydro One facilities located on the municipal right-of-way. During construction, there will be no storage of materials or mounding of earth or other debris on the right-of-way.
3. The costs of any relocations or revisions to Greater Sudbury Hydro / Hydro One facilities which are necessary to accommodate this subdivision will be borne by the developer.
4. The easement rights of Greater Sudbury Hydro / Hydro One and its legal predecessors are to be protected and maintained.