



Regular Council Meeting

To:	Mayor and Council
Date:	April 2, 2024
From:	Karen Ellis, Director of Planning and Wayne Hancock, Director of Public Works
Report Number:	PEB 2024-18
Subject:	Springville Heights (Woodview Properties Inc.) Subdivision Agreement (15T-21003)

Recommendations:

1. That Council recognize Down Lane and Davenport Road as the street names for Streets A and B respectively in Subdivision Application 15T-21003; and
2. That By-law No. 2024-19 be approved to authorize the Mayor and Clerk to sign the Subdivision Agreement between Woodview Properties Inc. and the Corporation of the Township of Cavan Monaghan with the insertion of final financial numbers and other minor edits authorized by the Township Solicitor and/or C.A.O.

Overview:

On January 18, 2023, Peterborough County issued draft plan conditions for the approval of the Springville Heights (Woodview Properties Inc.) plan of subdivision (File No. 15T-21003). The subdivision is located in part of Lot 23, Concession 11 (Cavan). A key map showing the location of the subdivision lands is provided as Attachment No. 1 to this Report. An air photo of the property and surrounding area is provided as Attachment No. 2.

A copy of the draft M Plan is provided as Attachment No. 3 to this Report.

The new streets in the plan of subdivision are proposed to be named Down Lane and Davenport Road. The proposed street names have been vetted through Peterborough County regarding the 911 municipal addressing protocols and deemed acceptable.

With draft plan approval, the Applicant must satisfy a number of conditions. One of those conditions is the signing of a subdivision agreement that addresses the conditions of draft plan approval. Legal counsel working on behalf of the Township prepared the Subdivision Agreement. The Subdivider and their agents reviewed the Agreement. Refinements to the Agreement have been completed to address some of the Developer's requests. A copy of the draft Subdivision Agreement is provided as Attachment No. 4 to this Report.

The signing of the Subdivision Agreement is required prior to Township Staff recommending the clearance of conditions for the Subdivision. The approval of By-law No. 2024-19 is required to authorize the Mayor and Clerk to sign the Agreement. A copy of the By-law is provided as Attachment No. 5 to this Report.

Please note that a number of items in the Agreement may require finalization prior to the Mayor and the Clerk signing the Agreement. These items include the final determination of the financial securities related to outstanding works, maintenance and securities related to the Pre-Servicing Agreement and Development Charges. Other minor edits may also be required. Minor edits to the Agreement will be completed only upon the recommendation of the Township Solicitor and the approval of the C.A.O.

Financial Impact:

The Applicant has paid the Township application fee/deposit of \$11,000.00. Additional fees and securities were received when the Pre-Servicing Agreement was signed in May of 2023. The Subdivision Agreement requires additional payments from the Developer for Legal and Engineering Review, cash-in-lieu of parkland, Development Charges, Security for Municipal Services and Security for Warranty period.

Attachments:

Attachment No. 1: Key Map
Attachment No. 2: Air Photo
Attachment No. 3: Draft M Plan
Attachment No. 4: Subdivision Agreement
Attachment No. 5: By-law No. 2024-19

Respectfully Submitted by,

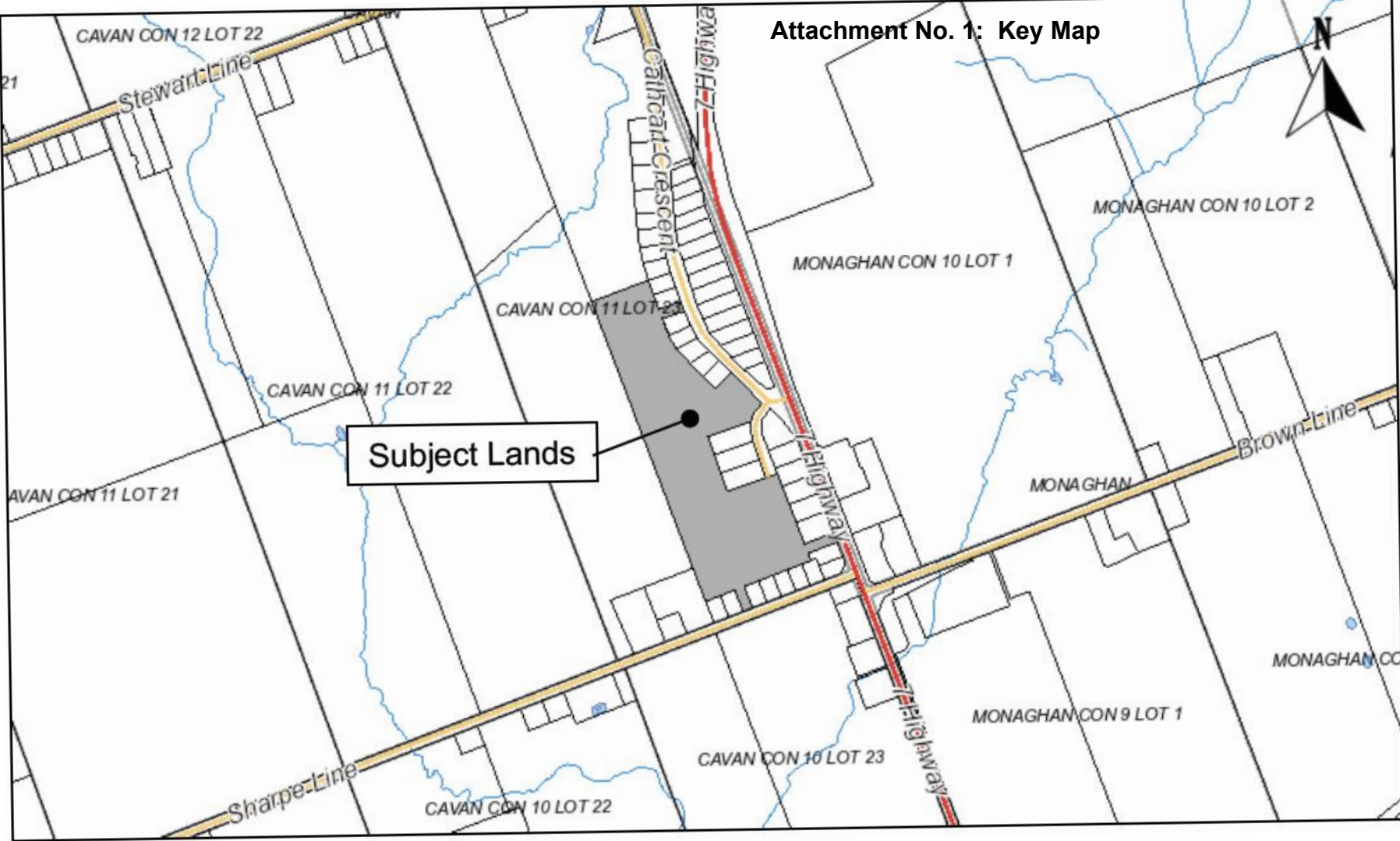
Karen Ellis,
Director of Planning

Wayne Hancock,
Director of Public Works

Reviewed by,

Yvette Hurley
Chief Administrative Officer

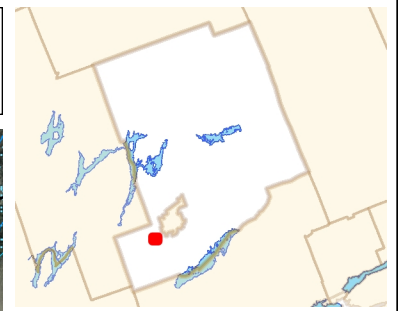
Attachment No. 1: Key Map





County of
Peterborough

Springville Heights Subdivision



Legend

Roads < 50,000

- PRIV ; Private; PRIV
- City Arterial
- City Collector and Local
- City Owned Unclassified
- Provincial
- County
- Township
- Water Access Only

Outside Roads < 50,000

- Major Roads
- Local Roads

■ Peterborough Proposed Bypass

■ First Nations

□ Civic Address

□ Parcel Fabric

□ Parcel First Nations - Canada I

Rivers

— Intermittent

— Permanent

■ Clean Water Act Policies Apply

■ Provincially Significant Wetland

■ Locally Significant Wetlands

■ Non-evaluated Wetlands

■ Lakes - Local Scale

■ Municipal Boundary - Upper Ti

■ <all other values>

■ COUNTY OF PETERBOROUGH

Notes

508.0 0 254.0 508.0 Meters

NAD83_CSRS98_UTM_zone_17N
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment/No. 3: Draft M Plan

I CERTIFY THAT THIS PLAN IS REGISTERED
IN THE LAND REGISTRY OFFICE FOR THE
LAND TITLES DIVISION OF PETERBOROUGH
(No. 45) AT _____ O'CLOCK ON THE _____ DAY OF
_____ 2023 AND ENTERED IN THE
REGISTER FOR PINS _____
AND REQUIRED DOCUMENTS ARE REGISTERED
AS PLAN DOCUMENT No. _____

NOTE: THIS PLAN COMPRISES ALL OF PIN 28003-0176 (LT)

APPROVED UNDER SECTION 51 OF THE PLANNING ACT
THIS _____ DAY OF _____ 2023

IAIN MUDD
DIRECTOR OF PLANNING
COUNTY OF PETERBOROUGH

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

- 1) LOTS 1 TO 24, BLOCKS 25 TO 29, ALL INCLUSIVE
HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
- 2) THE STREETS ASHLEY CRESCENT, XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ARE HEREBY DEDICATED TO THE
TOWNSHIP OF CAVAN-MONAGHAN AS PUBLIC HIGHWAYS.

DATED THIS _____ DAY OF AUGUST 2023

XXXXX XXXXX
PRESIDENT
XXXXX XXXXXX XXXXXX XX

I HAVE THE AUTHORITY TO BIND
THE CORPORATION

0 20 60 100

SCALE: 1:1000

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- 1) THIS SURVEY AND PLAN ARE CORRECT AND ARE 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 XX XXXXX, 2023

SIGNED AT LAKEFIELD, ONTARIO
THIS XXth DAY OF XXXXX, 2023

CHRISTOPHER E. MUSCLOW
ONTARIO LAND SURVEYOR

LEGEND

■	.....	DENOTES SURVEY MONUMENT FOUND
□	.....	DENOTES SURVEY MONUMENT PLANTED
WIT	.....	DENOTES WITNESS
P1	.....	DENOTES PLAN 45R-13222
P2	.....	DENOTES PLAN 45R-15748
P3	.....	DENOTES REGISTRAR'S COMPILED PLAN NO. 95
P4	.....	DENOTES PLAN 45R-15748
P5	.....	DENOTES PLAN 45R-11873
P6	.....	DENOTES PLAN 45R-2083
873	.....	DENOTES W.A. BENINGER, O.L.S.
712	.....	DENOTES G.W. ELLIOTT, O.L.S.
1647	.....	DENOTES J.B. FEGUEL, O.L.S.
1857	.....	DENOTES THAM SURVEYING LIMITED, O.L.S.
ESP	.....	DENOTES ELLIOTT & PARR, O.L.S.
MTO	.....	DENOTES MINISTRY OF TRANSPORTATION OF ONTARIO
(MT)	.....	DENOTES MEASURED

BEARINGS SHOWN HEREON ARE UTM GRID, DERIVED FROM REAL TIME NETWORK (RTN) OBSERVATIONS ON POINTS A AND B LISTED HEREON AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS EPOCH 2010.0).

FOR BEARING COMPARISONS, A ROTATION OF 1°49'10" COUNTER CLOCKWISE
WAS APPLIED TO BEARINGS SHOWN ON PLAN P1, P3, P4, P5 & P6

DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE USED TO COMPUTE GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.00009363

INTEGRATION DATA

COORDINATES ARE DERIVED FROM GPS RTK OBSERVATIONS USING THE SMARTNET CORRECTION DATA AND ARE REFERRED TO UTM ZONE 17 (81°W LONGITUDE) NAD83 (CSRS EPOCH 2010.0).

OBSERVED REFERENCE POINT (ORP) COORDINATE VALUES ARE TO 'RURAL' ACCURACY SPECIFICATION IN ACCORDANCE WITH SEC. 14(2) OF O.REG. 216/10

POINT	UTM NORTHING	UTM EASTING
ORP (A)	4902556.55	706830.00
ORP (B)	4901961.61	707045.83

CAUTION: COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CAUTION: COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE TABLE

NUM	ARC	RADIUS	BEARING	DISTANCE
C1	11.88	7.62	N64°35'00" W	10.71
C2	12.06	7.62	N25°25'00" E	10.84
C3	28.64	75.00	N30°51'10" W	28.47
C4	9.06	7.62	N75°50'10" W	8.54
C5	11.97	7.62	N25°06'00" E	10.78
C6	28.77	95.00	N28°35'20" W	28.66
C7	56.09	190.00	N28°50'00" W	55.88
C8	5.92	190.00	N36°23'55" W	5.92
C9	50.17	190.00	N27°56'31" W	50.03
C10	11.95	7.62	N24°42'41" W	10.76



JBFS SURVEYORS
3177 LAKEFIELD ROAD., BOX 70
LAKEFIELD, ON K0L 2H0
PHONE: 705-652-6198
INFO@JBFSURVEYORS.COM
WWW.JBFSURVEYORS.COM

PROJ. # 9114 MPLAN

SUBDIVISION AGREEMENT

THIS AGREEMENT made on the 18th day of March, 2024
BETWEEN:

WOODVIEW PROPERTIES INC.

hereinafter called the "Subdivider"
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

hereinafter called the "Municipality"
OF THE SECOND PART

WHEREAS the Subdivider is the registered owner of the lands defined in section 1.1;

AND WHEREAS the Township has conveyed Parts 1 and 2, 45R17568 to the Subdivider for the purpose of forming part of Lots 13 and 14;

AND WHEREAS the Subdivider has received Draft Plan Approval (County of Peterborough File No. 15T-21003) concerning a Plan of Subdivision comprising twenty-four (24) lots intended for residential uses, one (1) Block for stormwater management purposes, three (3) Blocks for road realignment purposes, one (1) Block to accommodate a wetland and public highways for dedication to the Municipality;

AND WHEREAS the proposed lots will be serviced by privately constructed, owned and operated sanitary sewage disposal and drinking water supply located upon each lot;

AND WHEREAS the Subdivider entered into a "pre-servicing agreement" with the Township to authorize on-site works in advance of the execution of this agreement and the registration of the M-Plan;

AND WHEREAS this Agreement is intended to facilitate the registration of the M-Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Municipality to the Subdivider (the receipt whereof is hereby acknowledged),

THE SUBDIVIDER AND THE MUNICIPALITY HEREBY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

PART - 1
THE LANDS, PLANS, AND REPRESENTATIONS

1 SCOPE OF AGREEMENT

- 1.1 Description of Lands - The lands affected by this Agreement are the lands described in Schedule "A" hereto attached and herein also referred to as the "Subject Lands".
- 1.2 Plan Reference - For the purpose of this Agreement, references are made to the Lot and/or Block numbers in the Draft Plan of Subdivision referenced in Schedule "B" (the "Draft Plan of Subdivision") unless otherwise indicated. Any further changes in the said Plan, or any changes in the Draft Plan Approval, issued by the County of Peterborough (hereinafter called the "County"), may necessitate a change in the provisions of this Agreement.

- 1.3 Conformity with Agreement - The Subdivider covenants and agrees that no work shall be performed on the Subject Lands except in conformity with:
- a the provisions of this Agreement, including the Schedules hereinafter referred to;
 - b the Plans and Specifications submitted to and accepted by the Municipality as being within its design criteria;
 - c all Plans and Specifications submitted to and accepted by:
 - i. Hydro One Networks Inc. (hereinafter called "Hydro One");
 - ii. Otonabee Region Conservation Authority (hereinafter called "ORCA"); and
 - iii. The County of Peterborough.
 - d all applicable Municipal By-laws, including any applicable Site Plan Control By-laws; and
 - e all applicable Provincial and Federal Legislation including without limitation complying with the *Endangered Species Act, 2007*, S.O. 2007, as amended.
- 1.4 Reliance upon Representations - The Subdivider acknowledges that:
- a it has made representations to the Municipality that it will complete all municipal and other works required herein, in accordance with the Plans filed and accepted by Municipality and section 1.3 above;
 - b the boundaries of the development envelope are to be clearly delineated on the ground prior to any site preparation or construction activities. The Subdivider shall install snow and heavy-duty silt fence and maintain such fence along the development envelopes. All sediment and erosion control measures, in addition to tree protection fencing, are to be in place before any site alteration. All disturbed areas of the site are to be stabilized and revegetated immediately;
 - c grading and/or vegetation removal shall not occur in buffer areas; and
 - d the Municipality has entered into this Agreement in reliance upon these representations.
- 1.5 Schedules Attached - The following schedules are attached to and form part of this Agreement:
- | | | |
|--------------|---|---|
| Schedule "A" | - | Description of Subject Lands |
| Schedule "B" | - | Draft Plan of Subdivision |
| Schedule "C" | - | Engineering Provisions |
| Schedule "D" | - | Conveyancing |
| Schedule "E" | - | Cash Deposits, Development Charges and Security |
| Schedule "F" | - | Approved Plans |
| Schedule "G" | - | Work Cost Estimates |
| Schedule "H" | - | Notices in Agreements of Purchase and Sale |
- Any Plans identified in this Agreement shall also be provided to the Municipality in an electronic/digital format requested by the Municipality referring to horizontal controls surveys UTM (Zone 17) NAD 83 map datum.
- 1.6 Definitions
- a The term "Architectural Design Control Consultant" shall mean Michael Davenport (M.J. Davenport & Associates Ltd.).

- b The term "Architectural Design Guidelines" shall mean the Springville Heights Subdivision Architectural Control Guidelines dated March, 6, 2024.
- c The term "Condition" shall mean a condition set out in the Draft Plan Approval issued by the County of Peterborough (15T-17002);
- d The term "date of execution" shall mean the date that this Agreement was executed by the Municipality;
- e The term "Initial Acceptance" means the completion of such works in accordance with the terms of this Agreement, with the exception of any minor deficiencies that are not considered sufficient by the Municipal Engineer to delay the issuance of Initial Acceptance.
- f The term "lot owner" shall refer to the owner of any lot within the Plan of Subdivision, and includes the Subdivider.
- g The term "Municipal Engineer" shall refer to the consulting engineer or engineers appointed by the Municipality from time to time.
- h The term "Municipal Services" shall refer to all Municipal Services to be constructed by the Subdivider as set out in Schedule "F".
- i The term "on-site" means on the Subject Lands.
- j The term "off-site" refers to those areas outside of Subject Lands.
- k The term "road base" shall mean all road granulars and the base course of asphalt;
- l The term "rough grading" means that grading sufficient to establish the grading pattern of the Subject Lands, (including storm swales/easements) but subject to final grading when landscaping and sodding is completed.
- m The term "Subdivider's Engineer" means the consulting engineer or engineers retained by the Subdivider, which engineer or engineers shall be experienced in the field of Municipal Services.
- n The term "Township Engineering Standards" shall mean the most recent version of the engineering standards and specifications issued by the Municipality from time to time.
- o The term "Underground Works" means all underground Municipal Services including but not limited to the water supply and distribution system, sanitary sewage system, electrical distribution system, storm sewer system and stormwater management/drainage works.

PART - 2

SIGNING BY MUNICIPALITY - CONDITIONS PRECEDENT

2 CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

- 2.1 Prior to the execution of this Agreement by the Municipality, the Subdivider shall:
 - a Taxes - pay all municipal tax bills issued and outstanding against the Subject Lands;
 - b Deeds and Easements - deliver to the Municipality all transfers/deeds, discharges and easements or other documents required by Schedule "D";

- c Postponement Mortgage/Charge - deliver to the Municipality all postponements of Mortgage/Charge document as required by Schedule "D";
- d Cash Deposits, Development Charges & Security - pay to the Municipality all cash deposits, development charges and security as set out in Schedule "E" attached;
- e Construction/Engineering Plans & Specifications - supply to the Municipality those Plans and Specifications necessary to identify the construction/engineering aspects of the proposed development, and have received from the Municipality an acknowledgment of conformity with the Township Engineering Standards;
- f Electricity Distribution System - supply to Hydro One Networks Inc. (HONI), and provide written confirmation that HONI has approved the plans for the electricity distribution system, lighting requirements, and power supply to each lot or building or unit, as the case may be and that such system will be constructed at no cost to the Municipality;
- g Insurance Certificate - file with the Municipality an insurance certificate confirming those coverages specifically set out hereafter;
- h Consulting Engineer's Letter - ensure that the Subdivider's Engineer files with the Municipality a letter confirming the terms of his retainer, and which letter shall be in draft format supplied by the Municipality;
- i Utilities and Canada Post Confirmation - arrange for the Natural Gas Utility, applicable Telecommunications Providers and Canada Post, to write a letter to the Municipal Clerk confirming:
 - i. that they have been informed of the project, and have seen the development plans,
 - ii. that satisfactory arrangements have been made with them for servicing the subdivision without expense or obligation on the part of the Municipality,
 - iii. that satisfactory arrangements have been made with them concerning its easement requirements, if any;
- j Land Ownership - be the registered owner in fee simple of the lands described in Schedule "A", and that there will be no encumbrances registered against the Subject Lands for which a postponement has not been obtained and provided to the Township's solicitor;
- k Otonabee Region Conservation Authority (ORCA) - file with the Municipality in a letter or letters from ORCA confirming that the Approved Plans that are referenced in Schedule "F" are satisfactory with respect to Condition 8, 9 and 19 and that the wording of this agreement satisfies Condition 20;
- l Ministry of Transportation (MTO) - file with the Municipality, confirmation (in a letter or letters from MTO):
 - i. that the Approved Plans that are referenced in Schedule "F" are satisfactory with respect to Condition 9 and 10;
 - ii. that it has approved a Stormwater Management Report referenced in Condition 34(a);
 - iii. that it has approved a Traffic Impact Study referenced in Condition 34(b);
 - iv. that the Cathcart Crescent and Highway 7 Entrance Removal Plan Rev.1, 04/05/23 identified in the Approved Plans satisfies Condition 34(c); and

- v. that the Subdivider has entered into such agreements as required by the MTO as required under Condition 34(d).
- m Irregular Lots - file with the Municipality a certificate from a surveyor confirming that the frontage and area of each irregularly shaped lot meets the minimum requirements of the Municipal Zoning By-law;
- n Fire Chief Approval - obtain a written approval from the Fire Chief of the Municipality confirming and approving of the proposed plans for fire protection, and specifying any hydrants, other equipment or appurtenances required;
- o Digital Plan of Subdivision - file with the Municipality the 3 hard copies and 1 digital copy of the Plan of Subdivision, referring to horizontal control surveys UTM (Zone 17) NAD83. Digital copies of the Plan of Subdivision must be in a format acceptable to the County of Peterborough and must be labelled identifying the proper legal description of the Subject Lands, the Subdivider's name, the file name and the date delivered.

The Subdivider shall be responsible for ensuring that all amendments to the Plan of Subdivision occurring prior to the execution of this Agreement by the Municipality are incorporated into the digital submission. The proper format and delivery should be obtained from the County of Peterborough.

PART - 3 SERVICES

3 MUNICIPAL SERVICES TO BE CONSTRUCTED BY SUBDIVIDER

- 3.1 Municipal Services - The Subdivider will construct and install, at its expense, the hereinafter required Municipal Services. Such services shall be constructed in accordance with the standards and specifications required by the Municipality and under the direction and supervision of a practicing Professional Engineer employed by the Subdivider who will certify construction to the satisfaction of the Municipal Engineer, as required. The Municipal Services to be constructed or paid for by the Subdivider are specifically identified in the Approved Plans and may be summarized as follows:
- a Storm drainage and management system - complete including stormwater management pond, storm drainage ditching and culverts to the approved storm water management facility and approved outlet and all related landscaping,
 - Road construction - complete with clearing, grubbing, stripping, preparation of sub-grade, installation of granular base and 90mm (3 1/2") of hot mix - hot laid asphalt in accordance with the Plans identified in section 1(c)(2);
 - b Street signs and regulatory traffic signs,
 - c Streetlighting system - which shall be "dark-sky" compliant LED and at "pedestrian scale" (Condition 6);
 - d Sodding or seeding of easements, ditches and boulevards as required by the Municipality,
 - e Construction of sidewalks/pathway – 1,5 metres (5 feet) paved sholder on the new road allowances (Condition 5);

- f Fencing – as more particularly described in section 10 and shown on the Approved Plans;
- g Boulevard Tree Planting - which shall be in the form of indigenous trees on both sides of the public highway subject to the accommodation of services and sight lines at intersections and as shown in the Approved Plans.

3.2 Utility Distribution Plan

The Developer/Owner shall coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities and the Township of Cavan Monaghan.

4 OTHER UTILITIES AND SERVICES

- 4.1 Electrical Services - The Electrical Services to be constructed or paid for by the Subdivider may be summarized as follows:
 - a Underground electrical distribution system including individual service cable to the property line of each lot and of each block to be conveyed to the Municipality save and except any block that is a 0.3 metre reserve. The supply and installation of service cables to individual houses from the property line to the meter base is the responsibility of the individual lot owner.
- 4.2 Natural Gas Distribution - The Subdivider acknowledges that Enbridge Gas Distribution (hereinafter called “Enbridge”) has the following requirements with respect to installation of natural gas distribution systems within the Plan of Subdivision, if applicable:
 - a The Subdivider shall contact Enbridge Gas Distribution’s Customer Connections department by emailing SalesArea40@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, Silva cells, and/or soil trenches) and/or asphalt paving.
 - b If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Subdivider.
 - c In the event that easement(s) are required to service this development, the Subdivider will provide the easement(s) to Enbridge Gas Distribution at no cost.
- 4.3 Nexicom – The Subdivider acknowledges and agrees that should any conflict arise with existing Nexicom facilities where a current and valid easement exists within the Plan of Subdivision, the Owner shall be responsible for the relocation of any such facilities or easements at their own costs, subject to any specific conditions otherwise as may be included in any existing registered easement.

PART - 4 BUILDING PERMITS

5 CONDITIONS PRIOR TO THE ISSUANCE OF BUILDING PERMITS

- 5.1 Eligibility for Building Permits - The Subdivider further covenants and agrees that he, or any person claiming title through or from him, or under his or their authority, will not apply for, nor obtain, one or more Building Permits to construct

residential buildings or dwelling units or services on any lots in the Subdivision until compliance with or completion of the following matters:

- a Initial Acceptance of Municipal Services and Completion of Other Services - all the requirements with respect to Initial Acceptance of Municipal Services and construction of Other Services (as set out in Section 3 above) have been completed by the Subdivider and approved by the Municipality, HONI and Enbridge;
 - b Completion of Rough Grading - the subdivision lots have been rough graded to the standards required by the Approved Plans identified in Schedule "F".
- 5.2 Compliance Nothing herein contained shall be deemed to obligate the Municipality to issue a Building Permit for any construction on the Subject Lands except in compliance with the Municipality's Building By-law, the Detailed Site Plan for the subject lot, and all other applicable By-laws of the Municipality and applicable legislation of the Province of Ontario and in compliance with the provisions of this Agreement;
- 5.3 Application for Building Permits - Upon applying for a Building Permit, and prior to the issuance thereof, the lot owner, or its agent, shall duly complete a Municipal Building Permit Application and submit it to the Municipality for its approval. In so filing an Application for a permit, the lot owner, or his agent, is deemed to have stated, by an implied provision, that he is not knowingly in default under any municipal by-laws or applicable Provincial legislation or regulations or any of the provisions of this Agreement.
- 5.4 Documentation to Accompany the Building Permit Application - On any application for a Building Permit, and prior to the issuance thereof, the lot owner, or his agent, shall submit the following to the Municipality for the approval of the Municipal Engineer and/or the Chief Building Official:
- a Architectural/Engineering Plans - Plans and Specifications with respect to the proposed construction which are sufficient to establish conformity with the Ontario Building Code, the Municipality's Building By-law, and all other applicable law;
 - b Detailed Site Plan - an individual Site Plan (for clarity, not a Planning Act Section 41 site plan) for the subject lot, prepared by a Consulting Engineer, and showing the following:
 - i. the proposed building location within the building envelope for the subject lot,
 - ii. the proposed location of any accessory structures on the subject lot,
 - iii. the location of driveways, and
 - iv. where such lot borders lands outside the Master Draft Plan existing and proposed grades of the disturbed areas of the subject lot after building, and drainage works have been completed,
- all in accordance with the Approved Plans identified in Schedule "F" herein;
- c Consulting Engineer's Letter - a letter from a Consulting Engineer confirming the following:
 - i. that he has been retained by the lot owner,
 - ii. that he will supervise the lot grading,
 - iii. that he will certify to the Municipality and the appropriate Approval Authority after construction of all buildings, the subsurface sewage system, lot grading and drainage works, that all works have been completed in accordance with the Lot Grading and Drainage Plan

- referenced in Section 7 and Schedule “F” and Detailed Site Plan for the subject lot,
- iv. that he will certify to the Municipality that the elevation of the footings of the building conform with the Detailed Site Plan, at the time that footings have been completed and prior to any further construction,
 - v. that he will perform all on-site inspections which are necessary to give the above-noted certifications, and
 - vi. that if there is any change in his retainer, he will advise the Municipal Clerk within 24 hours of such change.
- Note: The certification required under subsection iv) may be provided separately by an Ontario Land Surveyor (O.L.S.)
- d. Development Charges - proof of payment of all applicable development charges;
 - e. Architectural Design Guideline Clearance - a letter from the Subdivider’s Architectural Design Control Consultant confirming that the plans referenced in subsection 5.4 a) above comply with the Architectural Design Guidelines.

PART - 5 SPECIAL PROVISIONS

6 CANADA POST AND COMMUNITY MAILBOXES

- 6.1 Canada Post has determined that the lots within the Plan of Subdivision will be serviced by community mailbox. The specific location thereon will be determined by Canada Post in consultation with the Subdivider. The Subdivider acknowledges that the Approved Plans may require modification to reflect and accommodate the final location.
- 6.2 The Subdivider agrees, that it will:
 - a. prior to offering any units for sale, display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of the Community Mail Box within the development, as approved by Canada Post;
 - b. be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, requiring the owner to execute and acknowledgment thereof;
 - c. confirm in writing to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
 - d. prepare and maintain an area of compacted gravel to Canada Post’s specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
 - e. install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post’s concrete pad specification drawings; and

- f install any required walkway across the boulevard, per municipal standards and if applicable, install any required curb depression for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications).

7 SITE ALTERATION, STORMWATER MANAGEMENT, SEDIMENT AND EROSION CONTROL

- 7.1 The Subdivider acknowledges and agrees that prior to any site alteration, including clearing of any vegetation or stripping of soil on the subject lands, the Subdivider shall:
- a complete a detailed design submission of the proposed stormwater management system that will include:
 - i. predevelopment versus post development flows,
 - ii. storage of 100 year storm,
 - iii. major overland flood routing,
 - iv. siltation and erosion control,
 - v. any proposed infiltration systems; and
 - vi. a complete drainage design plan including lot grading and drainage plans.
 - b have prepared a sediment and erosion control plan that details the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation, to reduce potential post construction slope failures and/or erosion effects. The Sediment and Erosion Control Plan should also include measures for re-vegetation of disturbed soils immediately following site disturbance;
 - c have prepared a Dust Control Plan indicating how dust will be controlled during construction for existing residents on Cathcart Crescent, Ashley Crescent and Sharpe Line;
 - d have prepared, a Final Grading Plan indicating elevations and lot drainage patterns;
 - e have received Township, ORCA and Ministry of Transportation (MTO) approval of the foregoing;
 - f construct the sediment and erosion controls as shown in the Approved Plans and referenced above.
- 7.2 The Subdivider shall inspect and repair such control devices at the end of each day to ensure that such devices remain in good repair during the construction period, to the satisfaction of the Municipality in consultation with ORCA.
- 7.3 Notwithstanding the conveyance of the Stormwater Management Block (Block 26 Draft Plan) provided for in Schedule "D", the Subdivider shall remain responsible for the construction and maintenance of the Stormwater Management Block and Pond thereon, including all required landscaping and for obtaining all necessary approvals for the outlet thereof. Such maintenance obligation shall continue until such time as there exists occupied dwellings on 75% of the lots. Upon reaching this threshold the Township may release the Subdivider from its obligation upon being satisfied that all required maintenance of such pond is completed
- 7.4 The Subdivider agrees that it will provide 48 hours written notice to ORCA (and the Municipality) prior to undertaking any on-site development.

8 BLOCK 25

- 8.1 The Subdivider acknowledges and agrees that it is required under Condition 21 to submit for approval to ORCA, a landscaping/tree compensation /vegetation plan and the such plan shall include proposed enhancements for Block 25 all of which shall be reflected in the Approved Plans.
- 8.2 The Subdivider agrees that it will surface all driveways with 150mm of 19mm crusher run limestone and such paving shall be factored into lot grading and the accommodation of stormwater on the subject lands.

9 BOULEVARD TREES

- 9.1 Boulevard Trees – The Subdivider acknowledges and agrees that “boulevard” trees shall be planted at the locations shown on the Approved Plans, with a minimum calliper of 50 mm with the ball and a wire basket and in accordance with the tree planting procedures prescribed by the Municipality and provided to the Subdivider. The Subdivider shall deposit securities in the amounts set out in Schedule “E” to this Agreement to secure such planting.

10 FENCING, SIDEWALKS, PATHWAYS

- 10.1 Temporary Construction Fencing - The Subdivider shall, at its sole expense, construct temporary construction fencing along the boundary of the Subdivision Lands abutting existing developed residential properties as follows:
- a along the easterly boundary of Lots 1 through 4 inclusive;
 - b along the northerly boundary of Block 25 abutting lands described as Lot 23 Registrars Compiled Plan 95;
 - c along southerly boundary of Block 25;
 - d along the boundary of Lot 7 and lands described as Parts 1 and 2, 45R-11873;
 - e along the boundary of Lot 8 and lands described as Parts 2 and 3, 45R-11873;
 - f along the boundary of Lot 9 and lands described as Part 3, 45R-11873
 - g along the northerly boundary of Lot 14;
 - h along the southerly boundary of Lot 15; and
 - i along the boundary of Block 26 and lands described as Lots 28 and 30 through 34 inclusive, Registrar’s Compiled Plan 95;
 - j the easterly and westerly boundary of Davenport Road between Lots 34 and 35, Registrar’s Compiled Plan 95; and
 - k along the easterly boundary of Ashley Crescent abutting Parts 1 and 2, 9R2803 and Part 6, 45R-15746.

Specifications as shown on the Approved Plans. Such fence shall be constructed and completed prior to commencement of any construction of Municipal Services.

- 10.2 The Subdivider shall construct and/or repair as the case may be, at its sole cost and expense, such fences as outlined on the Fence Location Plan identified in the Approved Plans.

11 PRIVATE DRINKING WATER SUPPLY AND SANITARY SEWAGE DIPOSAL

- 11.1 Lots are to be serviced by private drinking water supply systems (wells) and private sanitary sewage disposal systems. The Subdivider agrees to implement any recommendations contained in the section 4 of the Hydrogeological Assessment Report identified in the Approved Plans (paragraph 3).
- 11.2 The Subdivider acknowledges that it is obliged to monitor the existing residential wells, identified in the Water Well Inspection Report identified in the Approved Plans (paragraph 5), until the completion and municipal assumption of the subdivision and a minimum of 65% of the homes have been built and occupied.

12 PARKLAND DEDICATION

- 12.1 The Subdivider, prior to the execution of this agreement by the Township, shall pay to the Township as cash in lieu of parkland \$75,000.00 (based upon value of \$1,500,000.00).

13 ADDRESSING

- 13.1 The Subdivider acknowledges that it shall submit the draft M-Plan to the Municipality to provide for the allocation of municipal addressing in accordance with the Municipality's 911 protocol. Further, the Subdivider agrees to install temporary signage **displaying only the 911 address** prior to completion and occupation of any dwelling thereon.
- 13.2 The Subdivider acknowledges and agrees that it is responsible for obtaining and installing at its sole cost, all 911 Civic Addressing signage on the lots/blocks and all other signage as required by the Township and to the Township's satisfaction.

14 ARCHITECTURAL CONTROL GUIDELINES

- 14.1 The Subdivider acknowledges and agrees that it shall retain a qualified professional to prepare Architectural Control Guidelines for the development, prepared by a qualified professional. Such guidelines are intended to ensure that municipal design objectives are achieved, including, but not limited to, the objective that a variety of dwellings are constructed within the Plan. The primary purpose of the Guidelines is to reflect the established character of the existing built form and building materials in the Springville/Five Mile Turn area.

**PART - 6
GENERAL PROVISIONS**

15 CONVEYANCE OF LANDS AND EASEMENTS

- 15.1 The parties agree to a conveyance of those lands and easements more particularly described in Schedule "D" attached. The said conveyances shall be free and clear of all encumbrances.
- 15.2 The Subdivider acknowledges that the Township conveyed closed portions of the Ashley Cr. to the Subdivider for the purpose of inclusion as part of Lots 13 and 14 in advance of the execution of this Agreement. The timing of such transfer was for the purpose of permitting the Subdivider to complete the application for first registration such that those lands could be consolidated into the M-Plan. The Subdivider acknowledges and agrees that it will transfer such lands back to the Township upon the Township's written request at no cost should the subdivider not register the M-Plan within 12 months of the registration of this agreement.

16 CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

- 16.1 The Subdivider shall lodge with the Municipality, those cash deposits, payments, and security more particularly described in Schedule "E", and at the dates specified therein.
- 16.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits or security set out in Schedule "E" attached, the Subdivider shall pay such excess charges within 30 days after demand by the Municipality.
- 16.3 All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made, if after 30 days, such amounts remain outstanding and unpaid.

- 16.4 In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Subdivider and/or carry out onsite inspections of the work performed, the Municipality will advise the Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

17 EXPENSES TO BE PAID BY THE SUBDIVIDER

- 17.1 Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.
- 17.2 The Subdivider shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement. In the event that the Municipality engages the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Subdivider and/or carry out on-site inspections of the work performed, the Municipality will advise the Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

18 INSURANCE CERTIFICATE AND POLICY

- 18.1 Policy of Insurance - The Subdivider shall lodge with the Municipality, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Municipality, (which said approval shall not be unreasonably withheld or delayed), and insuring for the joint benefit of the Subdivider and the Municipality, against any liability that may arise out of the construction or installation of any work to be performed pursuant to this Agreement and for a period of 1 year after completion and acceptance of the Municipal Services to be constructed herein.
- 18.2 Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
- a a cross-liability clause;
 - b product/completed operation coverage;
 - c shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work;
 - d shall include the following names as insureds:
 - i. The Corporation of the Township of Cavan Monaghan
 - e Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality within 15 days in advance of any material change or cancellation of the said insurance policy.
- 18.3 Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d) and (e) above is in effect.
- 18.4 Confirmation of Premium Payment - The Developer shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Developer shall file a copy of the policy with the Municipality.

- 18.5 Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, and for which it may be held responsible.

19 INITIAL ACCEPTANCE AND ASSUMPTION OF MUNICIPAL SERVICES

- 19.1 Initial Acceptance - Upon the receipt of the certification by the Subdivider's Consulting Engineer of the completion of Municipal Services, and the approval of such certification by the Municipal Engineer, the Municipality may declare "Initial Acceptance" of such Municipal Services as are covered in the approved certification. Upon Initial Acceptance the warranty periods prescribed by this Agreement shall commence. The Municipality may at its discretion, require the completion of all elements of the Municipal Services (except surface or final lift of asphalt) to be certified as complete prior to declaring "Initial Acceptance". It is expressly agreed and acknowledged that the Municipality is not obliged to accept such works until all conditions outlined above have been satisfied.
- 19.2 Assumption - Upon the expiry of the warranty periods and where necessary the rectification of any noted defects or the realization upon security for such purposes, the Municipality shall confirm Final Acceptance of the Municipal Services by Resolution of Council.
- 19.3 Initial Acceptance: Other Services - With respect to the electricity and gas distribution systems Initial Acceptance shall occur upon completion and acceptance of the said system by Hydro One and Enbridge Gas Distribution.

20 WARRANTY - MUNICIPAL SERVICES

- 20.1 A two (2) year maintenance period to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the Municipal Services with the exception of the surface course of asphalt.
- 20.2 A one (1) year maintenance period for the surface course of asphalt to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the surface course of asphalt.
- 20.3 The Subdivider shall be responsible for all costs and expenses associated with the repair and maintenance of the Municipal Services during the minimum two year maintenance period.
- 20.4 The Subdivider shall deliver to the Municipality a Letter of Credit as security for the performance of the obligations of the Subdivider during the maintenance period or periods, and as a guarantee of the warranties set out above, in the amounts set out in Schedule "E" attached.
- 20.5 Final Course of Asphalt - At the expiry of the minimum two year maintenance period referenced in section 19.1, and subsequent to confirmation by the Municipal Engineer that the Municipal Services constructed by the Subdivider pursuant to the terms of this Agreement are free from defects of construction, the Subdivider covenants and agrees to install the surface course of asphalt on the roads and in the Plan of Subdivision. In the event that the Municipality determines, in its sole discretion, that it will not require the Subdivider to install the final course of asphalt at the expiry of the minimum two year maintenance period, the Subdivider shall deposit with the Municipality a cash payment equivalent to the then current cost to the Subdivider of the installation of the final course of asphalt.

21 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE OF MUNICIPAL SERVICES

- 21.1 Provide Vehicular Access - Prior to Final Acceptance of Municipal Services, the Subdivider will at all times maintain proper vehicular access to the Subject Lands and will not interfere with the use of existing highways.

- 21.2 Failure to Provide Vehicular Access - Prior to Final Acceptance of Municipal Services, in the event that proper vehicular access is not provided by the Subdivider, then the Municipality, through its servants, contractors or agents may, (but shall not be obligated to) provide and maintain such access and all costs so incurred by the Municipality shall, within thirty (30) days of demand be paid by the Subdivider to the Municipality.
- 21.3 Snow Removal - Prior to Final Acceptance of Municipal Services, the Subdivider shall be responsible for removing snow and ice from the roadways within the Plan of Subdivision to the same standard as the Municipality removes snow and ice from municipal streets in similar subdivisions, or to such standard as may be specified by written notice from the Municipality. In the event that proper snow and ice removal is not provided by the Subdivider, then the Municipality, through its servants, contractors or agents may, (but shall not be obligated to) remove such snow and ice as may be required and all costs so incurred by the Municipality shall, within thirty (30) days of demand be paid by the Subdivider to the Municipality.
- 21.4 The Municipality, if it so elects, may give written notice to the Subdivider that the Municipality intends to remove snow and ice from the roadways within the Plan of Subdivision at any or all times prior to Final Acceptance of Municipal Services, and in that event the Municipality shall be deemed to be an independent contractor of the Subdivider and all costs incurred by the Municipality in removing snow and ice shall, within thirty (30) days of demand, be paid by the Subdivider to the Municipality. The Subdivider covenants and agrees that no work done by the Municipality in removing snow and ice from the roadways within the Plan of Subdivision prior to Final Acceptance of Municipal Services shall be deemed in any way to be acceptance or assumption by the Municipality of the roadways within the Plan of Subdivision upon which such work is done. The Subdivider further releases, indemnifies and saves harmless the Municipality, its servants, contractors and agents from all claims, charges or demands arising with respect to damage caused through removal of snow and ice from the roadways within the Plan of Subdivision prior to Final Acceptance of Municipal Services, with the exception of damages caused as a result of the gross negligence of the Municipality, its servants, contractors or agents.
- 21.5 Assumption, Roads - Notwithstanding section 18.2 upon the expiry of the warranty period for the pavement structure of roads within the plan (excluding the top course of asphalt) and where necessary for the rectification of any noted defects or the realization upon security for such purposes, the Municipality may assume the road pursuant to section 31(4) of the *Municipal Act, 2001* through adoption of an "assumption by-law".

22 EMERGENCY SITUATION

- 22.1 If, in the opinion of the Municipal Engineer, there is an emergency situation as a result of any work undertaken by the Subdivider or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Municipality or to eliminate a potential hazard to persons, such work may be done immediately by the Municipal Engineer at the expense of the Subdivider, but notice shall be given to the Subdivider at the earliest possible time.

23 REGISTRATION OF SUBDIVISION AGREEMENT

- 23.1 The Subdivider consents to the registration of this Agreement, by the Municipality, upon the title of the Subject Lands. The Subdivider further agrees to execute such further and other Instruments and Documents as may be required by the Municipality for the purpose of giving effect to this Agreement.

24 DELIVERY OF TRANSFERS OR OTHER DOCUMENTS

- 24.1 If there are any Transfers, Postponements of Charges or Discharges of Mortgages or other documents to be executed and delivered under this Agreement and as set out in Schedule "D", such documents shall be delivered to, and approved by the solicitor for the Municipality.
- 24.2 The consideration for such conveyances shall be the sum of Two (\$2.00) Dollars. The cost of preparation, execution and registration thereof shall be the responsibility of the Subdivider.
- 24.3 The Subdivider covenants and agrees to advise the solicitor for the Municipality, immediately after registration of the Plan on the Subject Lands, of the Plan Number and the registration date, and the Subdivider further covenants and agrees that the documents listed in paragraph 22.1 above shall be the first registrations against the Subject Lands.

25 CONSTRUCTION, COMMENCEMENT AND COMPLETION

- 25.1 The Subdivider agrees to commence construction of the Municipal Services required herein within six (6) months from the date of the registration of the Plan, and further agrees to complete to the stage of Initial Acceptance all Municipal Services within two (2) years from the date of the registration of the Plan. Upon the expiry of any applicable Warranty Period the Municipality prior to releasing any security may complete any unfinished work and/or rectify any remaining deficiencies.
- 25.2 In the event that construction of the Municipal Services is not commenced or completed, and a Certificate of Initial Acceptance issued, within the above-noted time frames, the Municipality may either:
- a give notice to the Subdivider to stop work on the said Municipal Services and to provide that no further work shall be done with respect to such services until an Amending Agreement, incorporating the Standards, Specifications and financial requirements of the Municipality, in effect as of that date, is executed by all parties; or
 - b give notice to the Subdivider to stop work on the Municipal Services and inform the Subdivider that the Municipality proposes to realize on its security and proceed with the completion of construction in accordance with the provisions of the Plans filed with the Municipality.
- 25.3 The Subdivider shall not commence the construction of any of the Municipal Services contemplated under this Agreement until:
- a the Subdivider and the Municipality have executed this Agreement or have entered into a Pre-Servicing Agreement in a form acceptable to the Municipality; and
 - b the Subdivider has provided four (4) days written notice to the Municipal Engineer of his intention to commence work. Construction of the Municipal Services is to be completed by the Subdivider expeditiously and continuously. In the event of a cessation or interruption of construction extending for more than seven (7) days, the Subdivider shall provide four (4) days written notification to the Municipal Engineer before work is resumed.
- 25.4 Storage and Placement of Construction Machinery: The Subdivider shall ensure that all machinery, equipment and materials related to the construction of municipal and internal services and dwellings are stored on lands owned by the Subdivider and that such machinery, equipment, and materials do not interfere with access to dwellings that are under construction, completed, and/or occupied.

26 RESPONSIBILITY OF SUBDIVIDER - ON SALE OF LOTS

- 26.1 Notwithstanding the issuance of a building permit, or the sale of a lot, the Subdivider shall remain primarily responsible to the Municipality for all Municipal Services, including lot drainage, until such time as a Certificate of Final Acceptance is issued by the Municipal Engineer.
- 26.2 Should the Subdivider sell lots in the subdivision, prior to the issuance of a Certificate of Final Acceptance, and the Municipal Services are damaged or the drainage pattern re-arranged from the plans and specifications filed with the Municipality, then the Subdivider shall continue to be primarily responsible for these damages or changes.
- 26.3 The Municipality recommends that the Subdivider, on the sale of lots prior to acceptance of Municipal Services, enter into an Agreement with the purchaser pursuant to which the Subdivider shall have the right to enter onto the subject lot following closing to rectify any deficiencies in the Municipal Services or on-site services, including drainage patterns, and providing for compensation in the event the purchaser or his contractors damage any construction or make changes in the drainage patterns, which then become obligations of the Subdivider under this Agreement.

27 INDEMNIFICATION FROM LIABILITY AND RELEASE

- 27.1 The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Subdivider or on his behalf in connection with the carrying out of the provisions of this Agreement, unless such actions, suits, claims or demands result from the negligence of the Municipality or any of its servants or agents.
- 27.2 The Subdivider further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the Subject Lands or the adjacent properties which may damage or interfere with the works of the Subdivider, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

PART - 8
LETTER OF CREDIT, APPLICATION/REALIZATION

28 APPLICATIONS OF SECURITY

- 28.1 Any Letter of Credit or security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and Security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Subdivider.
- 28.2 In the event of default by the Subdivider under any of the provisions of this Agreement, the Municipality shall have the right, if it so elects, but shall be under no obligation to, realize on the securities or deposits filed by the Subdivider under the terms of this Agreement to complete any of the works or services to be constructed by the Subdivider, or to satisfy in any other way any of the obligations of the Subdivider pursuant to the terms of this Agreement.

29 REALIZATION OF SECURITY OR DEPOSITS

- 29.1 Default - If, in the event of default of the Subdivider under any of the provisions of this Agreement, the Municipality (its servants, agents or sub-contractors) shall, if the Municipality so elects have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Subdivider under this Agreement, and for which security is held under this Agreement.
- 29.2 Exceeding Cost Estimates - If the costs of completion or repair exceeds the amount of security held by the Municipality, and the Municipality elects to cash any security held, such excess shall be paid by the Subdivider to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 12% per annum.
- 29.3 Save Harmless - The Subdivider on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through negligence on the part of the Municipality, its servants or agents or sub-contractors.
- 29.4 The Construction Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the Construction Act, R.S.O. 1990, c. C.13, this will constitute a default and entitle the Municipality to realize upon its security.

30 LETTERS OF CREDIT - SURPLUS FUNDS

- 30.1 In the event that the Municipality cashes a Letter of Credit to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letter of Credit.

31 APPLICATION FOR REDUCTION OF LETTERS OF CREDIT UPON INITIAL ACCEPTANCE OF MUNICIPAL SERVICES

- 31.1 Following issuance of the Certificate of Initial Acceptance for the Municipal Services to be constructed by the Subdivider pursuant to this Agreement, the Subdivider may make application to the Municipality for a reduction of the Letter of Credit by providing the following:
- a Letter of Application - a letter of application addressed to the Clerk of the Municipality requesting the reduction;
 - b "As Constructed Drawings" - Composite Services Plan - there shall be filed with the Municipality "as constructed drawings" and a Composite Utilities Servicing Plan where specified;
 - c Calculation of Lien Holdback - there shall be a calculation as to the amount to holdback under the Construction Act (10% of the total construction cost);
 - d Maintenance Security - the Municipality shall determine the maintenance security and this shall be filed with the Municipality pursuant to the provisions of Schedule "E" and the placement of the final course of asphalt;

- e Workplace Safety & Insurance Board Certificate - there shall be filed with the Municipality a certificate from The Workplace Safety & Insurance Board pursuant to the provisions of the Workplace Safety & Insurance Act confirming that the Contractor has remitted all payments required under the Act;
- f Declaration as to Accounts - a Statutory Declaration that all accounts for labour, equipment, materials and plant payable in connection with the construction, installation and maintenance of the said services, have been paid in full;
- g Surveyor's Certificate - file with the Municipality a Surveyor's Certificate confirming:
 - i. that all proper iron bars and survey markers to define the Municipality's road allowance on the said plans are in place;
 - ii. that the surveyor has found, replaced or installed all iron bars shown on the Plan and has iron barred the limits of all easements applicable to the said subdivision and required for municipal services;
- h Construction Lien Search - the Municipality shall do a Construction Lien search to see if any construction liens have been filed against the project.

32 FINAL ACCEPTANCE OF MUNICIPAL SERVICES AND APPLICATION FOR RELEASE OF LETTERS OF CREDIT

- 32.1 Upon the expiry of the applicable warranty periods set out herein for the Municipal Services the Subdivider may apply for Final Acceptance of all of the Municipal Services and the release of securities to the Subdivider. The following procedure/requirements shall apply:
- a Letter of Application - the Subdivider shall file a letter requesting assumption of the Municipal Services and Release of the Letter of Credit;
 - b "As Constructed Drawings"- Composite Services Plan - there shall be filed with the Municipality "as constructed drawings" and a Composite Utilities Servicing Plan in the formats (paper and electronic) and number as required by the Municipality;
 - c Worker's Compensation Certificate - there shall be filed with the Municipality a certificate under the applicable Worker's Compensation Legislation confirming that the Contractor has remitted all required payments;
 - d Declaration as to Accounts - there shall be filed with the Municipality a Statutory Declaration by the Subdivider that all accounts for labour, equipment, materials and plant payable in connection with the construction, installation and maintenance of the said services have been paid in full;
 - e Surveyor's Certificate - there shall be filed with the Municipality a Surveyor's Certificate confirming:
 - i. that all proper iron bars markers to define the Municipality's road allowance on the said plans are in place;
 - ii. that he has found, replaced or installed all iron bars shown on the Plan and has iron barred the limits of all easements applicable to the said development and required for Municipal Services;
 - iii. that the roads and municipal easements are located within the lands dedicated or granted for such purpose.

- f Construction Lien Subsearch - the Municipality will conduct a search which must determine or conclude that no construction liens have been filed which affect the Municipality.
- g Final Inspection of Services - the Municipality will coordinate an inspection of those services jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. Deficiencies will be identified and recorded and the Subdivider's Consulting Engineer will notify the Municipality when the deficiencies have been corrected. Upon receipt of such notification another inspection will be conducted jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. This process will continue until the Technical Personnel of the Municipality are satisfied that there are no outstanding deficiencies. Upon the completion/satisfaction of all of the foregoing, upon the adoption of the resolution of Council referenced in section 18.2 the warranty securities for such Municipal Services may be released.

PART - 9

NOTICES\INTERPRETATION

33 NOTICES

33.1 Any Notice to be given by any party under this Agreement may be given by:

- a personal service on the party or an officer or director of the party, or
- b prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

34 TIME OF THE ESSENCE

34.1 The parties hereto agree that time shall be of the essence in this Agreement.

35 ESTOPPEL OF SUBDIVIDER

35.1 The Subdivider agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.

36 ENTIRE AGREEMENT

36.1 This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

36.2 This Agreement and the schedules hereto constitute the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein or therein.

36.3 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Municipality or others, unless such proposed changes have been submitted to, and approved by, the Municipality.

37 ATTACHED SCHEDULES

37.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Subdivider and accepted by the Municipality, or by any Ministry of the Government, shall be included in and form part of this Agreement.

37.2 The Plans attached hereto as Schedules are either photographic or photostatic reductions or reproductions of the original plans filed and accepted by the Municipality. Where uncertainty exists as to the content or accuracy of the plans, the reader should refer to the original full scale drawings filed with the Municipality.

38 INTERPRETATION

38.1 The parties agree that in interpreting the provisions of this Agreement:

- a the word "Subdivider" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Subdividers" and "his", "hers", "its", or "their", respectively as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.
- b all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.
- c all covenants, liabilities and obligations entered into and imposed hereunder upon the Subdivider shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Subdivider on the _____ day of _____, 2024.

WOODVIEW PROPERTIES INC.

per: _____
Name: Michael Davenport
Title: Vice President

per: _____
Name: Murray Davenport
Title: President

I/We have authority to bind the corporation.

By The Corporation of the Township of Cavan Monaghan on the day of , 2024

THE CORPORATION OF THE
TOWNSHIP OF CAVAN MONAGHAN

per: _____
Name: Matthew Graham
Title: Mayor

per: _____
Name: Cindy Page
Title: Clerk

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

LEGAL DESCRIPTION

Firstly: Part Lot 23, Concession 11, Cavan Parts 1 and 2, 45R-17519, s/t Easement over Part 2, 45R-17519 as in CMR91515, Township of Cavan-Monaghan being the lands described in PIN 28003-0176(LT).

Secondly: Parts 1 and 2, 45R-17568, being part of the lands described in PIN 28003-0179(LT).

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

DRAFT PLAN OF SUBDIVISION

The Draft M-Plan prepared by

The Draft R-Plan prepared by

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

ENGINEERING PROVISIONS

1 SUBDIVIDER'S CONSULTING ENGINEER

- 1.1 The Subdivider agrees to retain the services of a firm of Professional Engineers, registered to practice in the Province of Ontario as consulting engineers, and experienced in the field of municipal services, to provide all municipal engineering services in accordance with the performance standards for "Consulting Engineering Services to Municipalities" as defined by the Professional Engineers of Ontario. Such firm of Professional Engineers (hereinafter called the "Subdivider's Engineer") must first be approved in writing by the Municipal Engineer.
- 1.2 The Subdivider's Engineer shall carry out all design work, prepare plans, specifications, provide such information as is required by the Municipal Engineer, estimate costs, prepare and submit the necessary applications for approvals, contract for the construction or installation of the said services, call tenders, report on tenders received, construction layout, job records, obtain and record "as constructed" information, provide resident inspection and general supervision and prepare progress reports, and progress payment certificates. The Municipality may at the discretion of the Municipal Engineer, place a Municipal Inspector on the work, at the expense of the Subdivider.

2 CONTRACTOR TO BE APPROVED

- 2.1 If Municipal Services are to be installed by a contractor selected by the Subdivider, such contractor shall be prior approved in writing by the Municipal Engineer.

3 INSPECTION BY MUNICIPALITY

- 3.1 The Municipal Engineer and/or the Building Inspector shall have the right to inspect the installation of works and services at all times.
- 3.2 If at any time the work and construction of the Municipal Services is, in the opinion of the Municipal Engineer, not being carried out in accordance with the plans and specifications, or in accordance with good engineering practice, then the Municipal Engineer may stop all or any part of the work on the installation of the Municipal Services for any length of time until such work has been placed in satisfactory condition, and in the event that the Municipal Engineer deems that the work has not been proceeded within a proper manner, then he may stop the work by that Contractor and require that another Contractor be placed on the job to complete such works, and the cost involved in such replacement and completion of the work shall be paid for by that Subdivider.

4 INCOMPLETE OR FAULTY WORK

- 4.1 In the event that the Subdivider fails to install the herein required Municipal Services within the time specified, or if in the sole opinion and discretion of the Municipal Engineer the Subdivider:
 - a is not prosecuting or causing to be prosecuted the work required in connection with this Agreement with due diligence, and/or,
 - b is improperly performing the work, and/or,

- c has caused unreasonable delays so that the conditions of this Agreement are not being complied with or are being carelessly executed, and/or,
- d is refusing to re-do, or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, and/or
- e is in default of performance of the terms of this Agreement, then in such case the Municipal Engineer shall notify the Subdivider of such fault or neglect and may specify the time within which such default or neglect shall then be remedied, and if it is not remedied by the specified time, then
 - i. the Municipal Engineer shall have full authority and power to stop all work by the Subdivider, its servants or agents and if the Municipality so elects it may purchase such material, tools and machinery and employ such workmen or contractors as in the Municipal Engineer's opinion shall be required to complete such work, and
 - ii. the Municipality shall be entitled to realize on its security without further notice to the Subdivider in order to provide funds for the payment of any work undertaken by the Municipality (provided that if the Municipality realizes on its security it shall not be obligated to complete the said work but may elect to hold such sums as cash reserves pending the completion of the work by the Subdivider), and,
 - iii. in the event that the cost of any work performed by the Municipality exceeds the realizable value of the security available to the Municipality then the Subdivider shall, within 30 days of demand by the Municipality, reimburse the Municipality for such excess expenses, and if it is not paid within the 30 days, such unpaid balance shall bear interest at the rate of 12% per annum and if not paid may be applied as a charge on the Subject Lands by the Municipality.

5 LAND TO BE FREE OF DEBRIS

- 5.1 The Subdivider covenants and agrees that any lands or easements to be conveyed to the Municipality as set out in Schedule "D", will not be used by the Subdivider for the depositing of debris obtained from the development of the Subject Lands, and further covenants and agrees to remove at its own expense any debris or refuse upon the Subject Lands as required by the Municipal Engineer.

6 CONSTRUCTION ACT

- 6.1 The Subdivider agrees that he will hold back in his payment to any Contractor who may construct services, such amounts as may be required under the provisions of the Construction Act of Ontario.
- 6.2 The Subdivider agrees to indemnify and save harmless the Municipality from and against all claims, demands, actions, causes of actions and cost resulting from any construction lien filings or resulting in any way in connection with the work being performed by the Subdivider herein, and, on demand by the Municipality, the Subdivider will take such steps as is necessary to immediately discharge all liens upon the services.

7 REPAIR OF DAMAGE, FOREIGN MATERIALS

- 7.1 The Subdivider shall be responsible for the repair of any damage (including the removal of foreign materials on municipally owned lands and roads), caused as a result of any construction being performed by the Subdivider pursuant to the provisions of this Agreement or pursuant to any Building Permit issued by the Municipality to the Subdivider.

8 OWNERSHIP OF MUNICIPAL SERVICES

- 8.1 The parties hereto agree that once Initial Acceptance has been issued by the Municipality, the Municipal Services constructed pursuant to the provisions of this Agreement on municipal lands, shall be exclusively owned by the Municipality.

9 CONNECTION TO SERVICES BEFORE OCCUPANCY

- 9.1 If Municipal Services exist, the Subdivider shall connect the Municipal Services on the Subject Lands to the Municipal Water and Sanitary Sewer Systems prior to the occupancy of the premises on the subject lands.

10 WORK AND INSPECTION CHARGES TO DEVELOPER

- 10.1 The cost of any work, including inspection, performed by the Municipality pursuant to the provisions of this Agreement, shall be calculated by the Municipal Engineer, whose decision shall be final and binding.
- 10.2 Engineering and inspection costs shall be determined by the scale of fees as recommended by the Professional Engineers of Ontario (hereinafter called "PEO") for Consulting Engineering Services, and for all other work charges at a rate of 135%, for the cost of labour, equipment and material. Such sum shall be payable by the Subdivider on demand, it being understood and agreed that the Municipality would not have executed this Agreement without the assumption by the Subdivider of all the financial obligations imposed by this Agreement.

11 ACCESS DURING CONSTRUCTION

- 11.1 If by the provisions of this Agreement, the Subdivider is required to construct the Municipal Services it shall maintain access to all properties adjacent to the Municipal Services being constructed, during the period of construction, so that the adjacent Subdividers of such properties shall have proper ingress and egress to their property.

12 RELOCATION OF SERVICES

- 12.1 It shall be the responsibility of the Subdivider to make the necessary arrangements and be responsible for the costs for the removal and relocation of any existing Municipal Services which require relocation in the course of, or in connection with, the construction to be performed under this Agreement.

13 TOWNSHIP ENGINEERING STANDARDS

- 13.1 All Municipal Services to be constructed by the Subdivider under the terms of this Agreement shall be constructed in accordance with the Township Engineering Standards in existence as of the date of this Agreement. The Subdivider acknowledges and accepts that the Township Engineering Standards are subject to amendment from time to time, and that the Municipal Services to be constructed by the Subdivider shall be constructed in accordance with the Township Engineering Standards in effect at the time that construction of the Municipal Services commences.
- 13.2 The Subdivider hereby acknowledges receipt of a copy of the current Township Engineering Standards.

SCHEDULE "D"

THIS IS SCHEDULE "D" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

DEEDS AND EASEMENTS TO BE CONVEYED

All title documents shall be properly drawn and executed by the parties, with the appropriate Lot or Block number inserted in the description of the document, and the registered Plan Number shall be left blank, to be inserted by the solicitors for the parties after the Plan is registered and a Plan Number assigned. The consideration for all conveyances shall be the sum of Two Dollars (\$2.00) and the cost of preparation, execution and registration thereof shall be borne by the Subdivider.

All documents to be registered, shall be prior approved by the Solicitor for the Municipality.

The following lands and easements shall be conveyed:

- 1 Lands Conveyed by the Municipality to the Subdivider Prior to Subdivision Agreement Registration
 - a. Those lands described as Parts 1 and 2, 45R-17568.
- 2 Lands to be Conveyed to the Municipality
 - a. Block 26 for Stormwater Management Pond;
 - b. Block 27 of 0.3m reserve;
- 3 Easements to the Municipality

None
- 4 Lands for which a postponement and/or discharge of mortgage/charge is required
 - a. postponement for all lands in favour of subdivision agreement;
 - b. discharges for all lands referenced in section 2.

SCHEDULE "E"

THIS IS SCHEDULE "E" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

The Subdivider shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, development charges and security.

1 TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

2 REDUCTION OF SECURITY

The Subdivider may, as portions of the work are completed, make application to the Municipality to reduce the security in accordance with the preceding provisions.

3 REFUNDABLE DEPOSITS

Warranty Against Defects - Security

If the Subdivider, by the terms of this Agreement, is required to construct Municipal Services, a cash deposit or a Letter of Credit to the amount hereinafter set out, shall, on the date of the acceptance of the last Municipal Service, be deposited with and retained by the Municipality for the periods set out in this Agreement after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement, in the amount set out hereinafter.

4 INTEREST EARNED

Any interest earned on cash deposits or on security cashed by the Municipality shall accrue to the Municipality.

5. CASH DEPOSITS AND PAYMENTS

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand:

SECTION A - LEGAL AND ENGINEERING DEPOSITS

- a. For legal expenses and disbursements in connection with all matters related to this Subdivision Agreement,

\$5,000.00

- b. For engineering review and admin
 (Not required as collected at pre-servicing stage)

TOTAL DEPOSITS **\$5,000.00**

SECTION B – CASH PAYMENTS

- a. Cash in Lieu of Parkland (see section 12.1))

\$75,000.00

7. SECURITY SUMMARY: MUNICIPAL SERVICES

a.	Total Value of Municipal Services	\$1,735,161.91*
b.	Less Value Certified as Complete Security @100%	<u>\$1,419,731.07</u> \$ 315,430.84

* See note in Schedule G.

8. SECURITY FOR WARRANTY PERIOD
(to be deposited on acceptance of services)

a.	Municipal Services – Based on 10% of the cost of construction of Certified as Complete Work	\$141,973.11
b.	Municipal Services Based upon 10% of the Value of incomplete works	\$31,543.08

Warranty security for item (b) will be retained out security lodged under section 6 above when those works are certified as complete.

9. ADDITIONS TO SECURITY

The parties hereto agree that in the event that the Contract price for the Municipal Services set out in Schedule "G" attached, is greater by 10% than the estimates in the said Schedules, then the security provided for above shall be increased to an amount equal to the tendered contract price.

10. SUMMARY OF AMOUNTS DUE AT SIGNING

Total Deposits	\$5,000.00
Security for Completion of Works	\$315,430.84
Security for Warranty on Certified as Complete Work	<u>\$141,973.11</u>
Total Due at Signing	\$462,403.95

SCHEDULE “F”

THIS IS SCHEDULE "F" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

APPROVED PLANS

1. The following plans and specifications prepared by M.J. Davenport & Associates Ltd., 2010 Keene Road Otonabee, Springville Heights, Project No. 19-D-5733 including the following:
- | | | |
|------------|---|-----------------|
| 5733-02.1 | Overall Lot Grading Plan | Rev.3, 08/03/23 |
| 5733-02 | Lot Grading Plan South | Rev.3, 04/05/23 |
| 5733-03 | Lot Grading Plan North | Rev.4, 04/05/23 |
| 5733-04 | Plan and Profile – Street ‘A’ | Rev.3, 04/05/23 |
| 5733-05 | Plan and Profile – Street ‘B’ (STA. 1+000 to 1+320) | Rev.3, 04/05/23 |
| 5733-06 | Plan and Profile – Street ‘B’ (STA. 1+320 to 1+620) | Rev.3, 04/05/23 |
| 5733-07 | Plan and Profile – Street ‘B’ (STA. 1+620 to 1+690) | Rev.3, 04/05/23 |
| 5733-08 | Plan and Profile – Street ‘C’ (STA. 1+000 to 1+300) | Rev.3, 04/05/23 |
| 5733-09 | Plan and Profile – Sharpe Line (STA. 1+000 to 1+200) | Rev.3, 04/05/23 |
| 5733-10 | Plan and Profile – Dry Pond | Rev.4, 04/05/23 |
| 5733-11 | Cathcart Crescent and Highway 7 Entrance Removal Plan | Rev.1, 04/05/23 |
| 5733-12 | Notes and Details | Rev.1, 04/05/23 |
| 5733-13 | Landscaping and Street Light Plan | Rev.2, 04/05/23 |
| 5733-EC1 | Erosion and Sediment Control Plan | Rev.5, 04/05/23 |
| 5733-EC2 | Erosion and Sediment Control Notes and Details | Rev.1, 04/05/23 |
| 5733-SW1 | Pre Development Subwatershed Areas | Rev.4, 04/05/23 |
| 5733-SW2 | Post Development Subwatershed Areas | Rev.5, 04/05/23 |
| 5733-FENCE | Fence Location Plan | Jan/2024 |
2. Geotechnical Investigation Report, Proposed Springville Heights Subdivision Township of Cavan-Monaghan, Ontario prepared by GHD, Ref. No. 11215634 | 01 | Report No 1, dated October 29, 2020.
3. Hydrogeological Assessment Report, Proposed Springville Heights Subdivision Township of Cavan-Monaghan, Ontario prepared by GHD, Ref. No. 11215634 | 01 | Report No 2, dated February 23, 2021.
4. Environmental Impact Study Draft Plan of Subdivision (Springville Heights), Cathcart Crescent, Hamlet of Springville, Township of Cavan-Monaghan Woodview Properties Inc. prepared by GHD, Ref. No. 11215716, dated May 17, 2022.
5. The Letter Dated Our March 28, 2022 from GHD Ref No: 12561867-01 Re: Residential Water Well Inspections Springville Heights Subdivision Township of Cavan-Monaghan.

SCHEDULE “G”

THIS IS SCHEDULE "G" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

WORK COST ESTIMATES

COST ESTIMATES

A1	SITE PREPARATION AND EROSION CONTROL	\$ 70,699.25
A2	STORM DRAINAGE WORKS	\$ 202,411.51
A3	ROADWORKS	\$ 1,118,638.26
A4	MISCELLANEOUS WORKS	\$ 141,272.09
A5	ELECTRICAL WORKS	<u>\$ 103,520.40</u>
		\$ 1,635,541.51
	HST	<u>\$ 212,620.40</u>
	TOTAL	\$ 1,848,161.91

NOTE: Miscellaneous Works included \$100,000.00 Contingency and as such the \$100,000.00 Contingency amount (plus HST) is excluded from the Total Value of Municipal Services identified in Schedule D, para. 7(a).

SCHEDULE "H"

THIS IS SCHEDULE "H" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN AND WOODVIEW PROPERTIES INC.

NOTICE REQUIREMENTS FOR OFFERS OF PURCHASE AND SALE

The Subdivider shall include in all agreements of purchase and sale the following clauses as applicable to the lots specified herein. The Subdivider and its successors in title agree and acknowledge that failure to include such notices in an agreement of purchase and sale shall entitle the purchaser to treat the agreement of purchase and sale as voidable.

All Lots

1. Prospective purchaser are advised the mail delivery will occur via Canada Post Community Mail Boxes or Lock Box Assemblies (Mail Room) and provide owners with notice of the locations of all Community Mail Boxes or Lock Box Assemblies (Mail Room), serving the Plan of Subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Boxes or Lock Box Assemblies (Mail Room).

All Lots, Development Charges

2. "Prospective purchasers are advised of the applicable development charges which as of the date of this agreement are: \$_____ (Township) and \$_____ (County)". Purchasers are advised to consult with the Township and the County to determine the applicable charges which are due and payable at the time of building permit issuance.

All Lots, Garbage and Recyclable Collection

3. "Prospective purchasers are advised that although curbside garbage and recyclable collection will be available upon occupancy, such curbside collection may be interrupted due to construction activities. In the event that the collection vehicles are unable to attend at the property, collection may not occur until the next regularly scheduled date. Prospective purchasers may, at their discretion, attend the municipal waste disposal to dispose of garbage and recyclables."

All Lots: Kawartha Pine Ridge District School Board

4. Prospective purchasers are advised that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities, including but not limited to accommodation in a portable classroom, a "holding school" or in an alternate school within or outside of the community.

Prospective purchasers are further advised that if school buses are required within the development in accordance with Kawartha Pine Ridge District School Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Student Transportation Services of Central Ontario.

Lots 4 through 7, Wetland Block 25

5. Prospective purchasers are advised that pool water shall not be permitted to be drained to grade in the rear yard of the subject lots that back onto the existing wetland or its associated buffers located on Block 25.

Attachment No. 5: By-law No. 2024-19

The Township of Cavan Monaghan

By-law No. 2024-19

Being a by-law to authorize the execution of a Subdivision Agreement between Woodview Properties Inc. (Subdivider) and the Corporation of the Township of Cavan Monaghan (Municipality)

Whereas the Subdivider received Draft Plan Approval (County of Peterborough) File No. 15T-21003) concerning a Plan of Subdivision comprising twenty-four (24) lots intended for residential uses, one (1) Block for stormwater management purposes, three (3) Blocks for road realignment purposes, one (1) Block to accommodate a wetland and public highways for dedication to the Municipality;

And Whereas the Draft Plan Conditions require the Subdivider satisfy all of the requirements, financial and otherwise, of the Municipality including the provision of certain Municipal Services;

And Whereas the Municipality is authorized to enter into agreements pursuant to Section 51(26) of the Planning Act, R.S.O., 1990, c.P.13, as amended;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk be and are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule "1" attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and finally passed this 2nd day of April 2024.

Matthew Graham
Mayor

Cindy Page
Clerk