THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

BY-LAW NO. 2020-059

BEING a By-law to authorize a Subdivision Agreement with Barry's Construction and Insulation Ltd. for a Draft Plan of Subdivision (42T-2018-11) in the geographic Township of Derby.

WHEREAS Section 51 (26) of the Planning Act, RSO 1990 as amended, authorizes a Municipality to enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and all subsequent owners of the land; and

WHEREAS the County of Grey granted draft approval on December 12, 2019 subject to certain conditions to a Plan of Subdivision File No. 42T-2018-11; Part of Lot 9, Concession 7 and Part of Lots 71, 75, 78, 85-87 and unnamed street Registered Plan 117, Part 1, Plan 16R-10979, in the geographic Township of Derby; and

WHEREAS the Township of Georgian Bluffs deems it expedient to enter into a Subdivision Agreement with Barry's Construction and Insulation Ltd. for the development of a Plan of Subdivision;

NOW THEREFORE the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:

1. That the Mayor and Clerk be authorized to execute and the Clerk to affix the Corporate Seal on behalf of the Corporation to a Subdivision Agreement between Barry's Construction and Insulation Ltd. and the Township of Georgian Bluffs, a copy of such agreement being attached hereto and marked as Schedule "A" to this by-law.

2. That this by-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 17th day of June, 2020.

Read a third time and finally passed this 17th day of June, 2020.

Mayor Dwight Burley  Acting Clerk Brittany Drury
SUBDIVISION AGREEMENT

Between

The Corporation of the Township of Georgian Bluffs

and

Barry's Construction and Insulation Ltd.
SUBDIVISION AGREEMENT

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## SUBDIVISION AGREEMENT

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TOWNSHIP OF GEORGIAN BLUFFS

SUBDIVISION AGREEMENT


BETWEEN:
Barry's Construction and Insulation Ltd.
hereinafter called the DEVELOPER of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS
hereinafter called the TOWNSHIP of the SECOND PART

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement (the "Lands") and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the Developer warrants that they are/he is the registered owner of the lands and has applied to the County of Grey, hereinafter called the County, for approval of a plan of subdivision hereinafter called the Plan, which is annexed hereto as Schedule "B" to this Agreement;

AND WHEREAS pursuant to Section 51 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, the conditions imposed by the County of Grey require the Developer to enter into an agreement with the Township respecting the proposed subdivision;

AND WHEREAS as a condition of approval the Township may require the Developer to agree to construct and install certain roadways, structures, watermain, sanitary sewers, storm sewers, street lights, landscaping, conservation works, and any other requirements as hereinafter provided and herein referred to as the “Works” and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan by the County of Grey;

AND WHEREAS the Developer is required to meet all conditions of Draft Approval of the subject Plan of Subdivision which are attached as Schedule “B” to this Agreement prior to Final Approval and registration of the Plan of Subdivision;

AND WHEREAS the Developer is required to dedicate, for public purposes, certain portions of the lands or make a cash payment to the Township in lieu of dedicating such land;

AND WHEREAS the word "Developer", where used in the Agreement, includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of other good and valuable consideration and the sum of Ten Dollars ($10.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt of which is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:
1. ORDER OF PROCEDURE

Upon application for the Subdivision Agreement to the Township, the Developer shall:

a) Deposit with the Township all deposits and cash outlined in Schedule ‘E’.

b) Submit a General Plan outlining the services to be installed.

Prior to signing and registration of the Agreement, the Developer shall:

a) Deposit with the Township, securities and Insurance as outlined in the Agreement.

b) Pay, in full, outstanding taxes or drainage and local improvement charges, whichever is applicable.

c) Agree with the Township on the parcel(s) of land to be deeded to the Township in accordance with Schedule “C” of the Subdivision Agreement.

d) Have submitted and obtained the Township Engineer’s approval of the following, all to be in accordance with the Township’s approved Engineering Standards, and as may be applicable.

i) The Master Servicing Layout Plan including but not limited to Roads, Sidewalk, Sanitary Sewer, Storm Drains and Watermain, whichever is applicable, comprising Plans and Profiles;

ii) The Master Servicing Layout Plan for utilities, including but not limited to hydro, telephone, gas;

iii) The Construction Plans for the Storm Water Management Plan;

iv) The Lot Grading;

v) The Construction Plans of the Water Supply and Distribution System;

vi) The Construction Plans for access and internal roads;

vii) The Construction Plans for Storm or Sanitary Sewer

e) Submit the Ministry of the Environment Certificate of Approval for the Water Treatment System, Water Distribution System, Sanitary System and Storm Sewer System, if applicable.

Prior to the sale of the lot and/or the issuance of building permits, the Developer shall:

a) Have obtained final approval of the Plan from the County of Grey and have obtained registration of the Plan and other required documents.

b) Have complied with all the requirements of Item 42 of this Agreement.

c) Pay, in full, outstanding taxes, water, drainage and local improvement charges, whichever is applicable.

d) Submit the building permit application accompanied by a site plan which confirms compliance with all applicable laws;

e) Submit a site grading and elevation plan that shows sufficient detail to prove that the lot will drain satisfactorily and will conform to the drainage scheme of the subdivision;

f) Pay the Grading Deposit per lot referred to in Section 33.3;

g) Provide the owners of each lot education literature regarding the design, operation and maintenance of the septic systems.

Prior to any person occupying a building within the Subdivision, the Developer shall:

Have complied with all the requirements of Section 43 of this Agreement.

Prior to the release of any clauses of the Agreement, the Developer shall:

Have complied with all the requirements of Sections 17, 20, 24 & 47 of this Agreement.
2. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this Subdivision Agreement:

- Schedule "A" Description of Lands being subdivided
- Schedule "B" Draft Plan of Subdivision/ Condition of Draft Approval
- Schedule "C" Lands and Easements to be Deeded
- Schedule "D" List of Monies Payable by the Developer to the Township
- Schedule "E" Works to be constructed and itemized estimate of Costs of Construction of each part of the works
- Schedule "F" List of Approved Plans and Engineering Drawings
- Schedule "G" Conceptual Servicing Plan
- Schedule "H" Lots Requiring Special Attention
- Schedule "I" Parkland Site Plan
- Schedule "J" Township’s Engineering Standards
- Schedule "K" Declaration of Progress and Completion

3. TOWNSHIPS PROFESSIONAL SERVICES COSTS

The Developer agrees to pay to the Township the costs for all technical and professional expenses that it has incurred to date and which it shall incur in the future arising out of the proposed development, and in this regard the Developer shall deposit with the Township the sum of $10,000.00 upon the execution of this Agreement to be applied on account of such expenses. These expenses may include internal administrative technical or professional services rendered by Township staff. The deposit paid by the Developer shall be credited to these expenses as they are invoiced to the Developer. If the deposit is too small, an additional deposit shall be requested by the Township from time to time by notice in writing to the Developer given pursuant to Section 57 in this Agreement and any such additional deposit requested shall be paid forthwith by the Developer to the Township. Any additional deposit demanded and not paid shall bear interest from the date of demand at the same rate as is provided for post-judgment interest in the Courts of Justice Act, R.S.O. 1990, Chapter C.43.

The Developer agrees to pay all costs and deposits outlined in Schedules ‘D’ & ‘E’ to this agreement. The Township agrees that any funds not utilized by the Township shall be reimbursed to the Developer.

The Developer agrees to pay to the Township the cost of the Township’s engineer for inspection of works associated with this plan of subdivision on behalf of the Township. And in this regard, agrees that the sum outlined in Schedule ‘D’ payable to the Township prior to signing of this agreement is an initial deposit.

As accounts are received from the Township’s lawyer and engineer, they will be paid by the Township and then submitted to the Developer for reimbursement, so that the initial deposit will again be built-up to enable the Township to pay the next accounts as they are received.

4. DEVELOPER’S CONSULTING ENGINEER

The Developer shall employ engineers registered with the Association of Professional Engineers of Ontario, or other competent persons approved by the Township:

a) To prepare designs,

b) To prepare and furnish all required drawings for each servicing review including plans showing the services to be provided and the grading and drainage,

c) To prepare the necessary construction contract(s),
d) To obtain the necessary approvals from the Township, the Ministry of the Environment, Conservation Authorities, Utilities, and other Authorities, where applicable,

e) To provide the field layout, the contract administration, and the supervision of construction,

f) To maintain all records of construction and, upon completion, to advise the Township engineer and the Grey Sauble Conservation Authority of all construction changes and to prepare final "as constructed" drawings,

g) To act as the Developer's representative in all matters pertaining to the construction,

h) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township for all Works specified in this Agreement,

i) To furnish the Township with a certificate with respect to each lot or building block for which a building permit application is made, certifying that the proposed construction is in conformity with the overall grading plan,

j) To prepare and provide the Township, for each lot or block within the Plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the overall grading plan.

NOTE: In the case of lots built-on at a later date, the Township reserves the right to request a similar certificate as required under (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Township has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.

5. DEVELOPER'S EXPENSE

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

6. VOIDING AGREEMENT

In the event that the Plan of Subdivision is not registered within three years from the date of signing the Subdivision Agreement, the Township may, at its option, declare this Agreement to be null and void, and any deposits or security in possession of the Township shall be forfeited to the Township who shall secure any balance owing with respect to preparation, administration, review and processing of this agreement.

7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS

The Developer and the engineers employed by him shall have the plans and specifications for the Works approved by the Township, the Ministry of the Environment Conservation and Parks, Conservation Authorities, Utilities, and other agencies as required.

Following the registration of the Plan, the Developer shall cause to be constructed all requisite Works, in order to provide services to the lots and building blocks within the Plan.
8. **CONTRACTOR**

The Works as set out in Schedule "E" shall be installed by a professional Contractor or Contractors retained by the Developer and approved in writing by the Township.

9. **SCHEDULING OF WORKS**

Prior to the start of construction, the Developer shall supply, for the Township's approval, a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Township may amend this schedule and the Developer must construct, install, or perform the Works as the Township from time to time may direct.

10. **NOTIFICATION OF COMMENCEMENT**

The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Township of his intent to commence work.

It is the intent of this Agreement that the Works be performed expeditiously and continuously, that all underground services be installed within one year of the date of the signing of the Agreement, and that all above-ground services be installed in accordance with the Declaration of Progress and Completion as required under Clause 12 and Schedule ‘K’ of this Agreement, unless extended by the Township. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township before work is resumed.

11. **PROGRESS OF WORKS**

Prior to signing the Declaration of Progress and Completion, the Developer shall install all works in accordance with the Schedule of Works or as directed by the Township, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Township, then, upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer (with no notice required in the event of an emergency), the Township may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of the faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with the cost of engineering, to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of the date on the bill, the money owing may be deducted from the cash deposit or Letter of Credit. In the event that the Township must enter upon said lands and have the works completed or repaired due to situations as outlined above, any or all original drawings and specifications prepared by the Developer’s engineer must be turned over to the Township for its use should it require same.

It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the said works by the Township. The Township, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the Township. It is agreed that a copy of this Clause shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or part of a lot on the said plan.

12. **DECLARATION OF PROGRESS AND COMPLETION**

a) Prior to the approval of the underground services, the Developer shall provide the Township with an undertaking for the completion dates of all remaining
works required by the Agreement and in a form similar to that attached to this Agreement as The Declaration of Progress and Completion.

b) It is understood and agreed that, should the Developer fail to construct the remaining services, as stipulated, and by such dates as provided in the Declaration, the Developer shall pay to the Township, as predetermined liquidated damages, the sum of One Hundred Dollars ($100.00) for each and every day the said services are behind schedule of construction.

c) The Developer may request an extension of time to complete works and the Township shall act reasonably in determining whether or not to grant the extension.

13. WORKS TO BE CONSTRUCTED

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

b) Underground electrical distribution service shall be provided for all lots and blocks within the subdivision, according to standards and specifications approved by Hydro One. The Developer shall be responsible for design, approval, installation and acceptance of all electrical services.

c) The Developer shall use its best efforts to ensure that the electrical distribution, telephone and cable facilities and cable television facilities are located in a common trench, and to use its best effort with the companies responsible to achieve a satisfactory arrangement of such facilities.

d) The Developer shall use its best efforts to ensure all hydro transformers and switching boxes that are placed above and below ground are installed and located with consideration of individual lot access and development.

e) Street lighting shall be supplied and erected by the Developer to the Township’s specifications.

14. INSPECTION AND ACCEPTANCE OF WORKS

a) It shall be the responsibility of the Developer and its Engineers to provide adequate supervision to ensure that, and to certify that, the Services contemplated by this Agreement and the Engineering Drawings are installed in a good and workmanlike manner.

b) The Township, or its agents, shall have the right at any time and at all times to enter onto the property to make whatever inspections it may deem necessary, to stop work that it believes is not being done properly; and or to require that any work that has not been done properly be redone.

c) When the Township has been notified in writing that all the services have been completed, the Township shall make an inspection. When the Township is satisfied that work is substantially complete, the Township shall issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate and the acceptance of the services by the Township. The 24 month maintenance period (the “Maintenance Period”), as described in Section 18 of this Agreement, will commence when this Certificate is issued.
15. **PHASING**

The Township does not anticipate phasing of the construction associated with this subdivision. It may, at its sole discretion, instruct the Developer to construct the services in particular stages suitable to them and the Developer must comply.

This approval shall be granted when the services in the preceding stage have been brought up to the standards for occupancy as set out in Section 43.

16. **ASSUMPTION OF SERVICES**

Notwithstanding anything hereinafter set out, the Township shall not be obligated to assume the responsibility for and take over the Subdivision services until Sections 18 and 19 have been complied with.

The Developer shall ensure that the maintenance of the services, including snowplowing and sanding, are properly carried out. Confirmation that all accounts have been paid in full is required prior to assumption of the services. Non-payment shall be reason for non-assumption of services at the Township’s discretion.

Should maintenance of the services not be in compliance with Township standards, and or the Township is forced prematurely to take over maintenance, accounts related to or costs associated with this service will be paid by, or to, the Township on behalf of the Developer from the deposit held in Schedule "D", and through any other means legally available to the municipality.

17. **SECURITIES**

a) The Developer shall deposit with the Township at the time of registration of this Agreement security in the form of a Letter of Credit in the amount of 100% of the estimated cost specified in Schedule “E” attached hereto.

Prior to depositing the securities, the Developer’s engineer shall submit an estimate of the cost of the Works to the Township for approval. When the cost estimate has been approved, it will be set out in Schedule “E” of this Agreement and will become a basis for the limits of the securities.

17.1 Reduction and Cancellation of Security

i. The security shall not be released until such time as the Township is satisfied that all accounts for the works have been paid and any claim under the Construction Act has been satisfied.

ii. After the completion of seventy percent (70%) of the services in the Subdivision or in an approved stage of the Subdivision, the Developer, as the work further proceeds to completion, shall have the privilege, on application to the Township with a Statutory Declaration of Accounts Paid as provided for in Clause 20 hereof and upon the Certificate of the Township’s engineer, of obtaining discharges on the cash deposit or letter of credit, subject to the provisions of Section 17.1 iii of this Agreement.

iii. The Township shall retain at all times sufficient security in the form of cash or letter of credit to finance the completion of the Works, and for the maintenance of the Works as provided for in Section 18 of this Agreement (the “Maintenance Security”), subject to the provisions of Section 17.1 v of this Agreement.

iv. Upon the issuance of the Certificate of Substantial Completion and Acceptance for the services, all securities will be released except for security to finance the completion of any outstanding Works, and except for the Maintenance Security which shall be held until the end of the Maintenance Period as provided for in Section 18 hereof.

v. The Township will not agree to any cancellation or reduction of the required securities if the Developer is in default in any way of any provision, requirement or obligation of the Developer under this Agreement.
vi. The decision of the Township’s Director of Operations as to the amount required to finance the completion of the works referred to in Section 17.1 iii will be binding on the developer. At no time, until the completion of all of the requirements of this Agreement, shall the amount of securities be less than $20,000.00.

vii. Except as otherwise provided, the security shall remain in effect until the Certificate of Final Acceptance is issued. The Irrevocable Letter of Credit shall be in effect for a minimum period of one (1) year and shall contain a clause providing that the Letter of Credit shall be automatically renewed from year to year, unless sixty (60) clear days prior written notice is given by the Financial Institution issuing the Letter of Credit to the Township that the Letter of Credit shall not be renewed upon its expiry date, in which event the Developer shall provide new security as required by Section 17 no later than forty five (45) clear days prior to the expiry date of the existing security. Failure to provide the Letter of Credit or to provide written notice to the Township of the renewal or replacement of the Letter of Credit no later than forty five (45) clear days before its expiry shall constitute default under this Agreement by the Developer and entitle the Township to demand payment without notice under the existing Letter of Credit in force of the estimated cost of completion of the Developer’s remaining obligation and the Township’s estimate of such cost shall be final and binding on all parties to the Agreement.

Upon the issuance by the Township of the Certificate of Final Acceptance the Township shall deliver up the Letter of Credit for cancellation.

17.2 Drawing Upon Security

Upon the failure of the Developer to repair or maintain a specific part of the Services as requested by the Township, and in the time requested, the Township may at any time authorize the use of part of the security to pay the cost of any part of the work the Township may deem necessary. In the case of emergency repairs or clean-up of roads the Township may undertake the works at the expense of the Developer and may also draw on the security for this purpose.

Upon the failure by the Developer to complete all or part of the Services in the time or times stipulated, the Township may draw the appropriate amount from the security and use the funds to arrange for the completion of the said works, or in part thereof.

The failure of the Developer to pay any deposit on demand or to pay to the Township the costs of all technical and professional expenses referred to in Section 3 shall constitute default under this Agreement and shall entitle the Township to draw the appropriate amount from the security deposited with the Township pursuant to Section 17. Upon the failure of the Developer to pay the deposit demanded from time to time, or to pay to the Township the costs of all outside technical and professional expenses that the Township has incurred with respect to the property development, the Township may draw the appropriate amount from the security and use the funds to pay the deposit or the costs owing as stated above.

18. MAINTENANCE OF WORKS

a) The Developer will be responsible for the repair and maintenance of all Subdivision services for a period of two (2) years from the date of the Certificate of Substantial Completion and Acceptance or until such time as seventeen (17) of the lots in the subdivision have occupied dwellings erected thereon, whichever is the greater. This shall be called the Maintenance Period. If, during this period, the Developer fails to carry out maintenance work within 24 hours after receipt of a request from the Township, then the Township may, without further notice, undertake such maintenance work and the total cost of such work shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing, then the money owing may be deducted from the cash deposit or letter of credit.
b) During the Maintenance Period, Ten Percent (10%) of the estimated cost of the Works in cash or the Ten Percent (10%) letter of credit made with respect to the said services shall be retained by the Township (being the Maintenance Security). At no time, until the completion of all of the requirements of this Agreement, shall the amount of securities be less than $20,000.00. Towards the end of the Maintenance Period, the Developer shall make a written request to the Township for a final inspection to be made and, notwithstanding the two-year period noted above, the Maintenance Period will continue for the original two (2) year or for thirty (30) days after the receipt of the Developer’s written request for a final inspection, whichever period of time is the greater.

c) All work done under this Agreement or incidental thereto shall be performed in such a way as to cause as little damage or inconvenience to neighbouring or abutting properties as is possible in the circumstances.

d) Until the roads are constructed and Final Acceptance issued by the Township, the Developer shall:
   i. maintain reasonable access at all times for residents and for Township services such as garbage collections, fire fighting, etc;
   ii. use such methods as the Township deems necessary to prevent debris, mud and dust creating a nuisance to both vehicular traffic and to occupants of buildings,
   iii. not use any portion of the road allowance as a storage area for goods and materials.

e) The Developer shall comply with the provisions of The Weed Control Act throughout all stages of development.

19. FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION

On receipt of the Developer’s request for a final inspection, the Township will again inspect the work and, if satisfied, will issue the Certificate of Maintenance and Final Acceptance, at which time the Maintenance Security will be released by the Township in accordance with Section 17.

For clarification: the Certificate of Maintenance and Final Acceptance may be issued for all Works with the exception of the Road Work twelve (12) months after the issuance of the Certificate of Substantial Completion and Acceptance. The Certificate of Maintenance and Final Acceptance may be issued of the Road Work twenty-four (24) months after the issuance of the Certificate of Substantial Completion and Acceptance for the Road Work and upon the Township assuming the roads.

Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to releasing the Letter of Credit, the Developer shall provide to the Township drawings and plans as per Section 4.

20. STATUTORY DECLARATION OF ACCOUNTS PAID

The Developer agrees that, upon applying for a Certificate of Substantial Completion and Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except for normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

21. USE OF WORKS BY TOWNSHIP

The Developer agrees that:
a) The Works may be used prior to acceptance, by the Township or other authorized persons for the purpose for which such works are designed.

b) Such use shall not be deemed an acceptance of the Works by the Township.

c) Such use shall not, in any way, relieve the Developer of his obligations in respect of the Works so used.

22. EMERGENCY REPAIRS

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

23. DEVELOPER'S LIABILITIES

Until the Township has issued the Certificate of Maintenance and Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the development of the plan of subdivision or the Developer’s performance of its obligations under this Agreement.

24. INSURANCE

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Township Clerk or Treasurer. Such policy or policies shall be issued in the joint names of the Developer and the Township and the form and content shall be subject to the approval of the Township. The policy shall remain in the custody of the Township until the Township has issued the Certificate of Maintenance and Final Acceptance. The minimum limits of such policies shall be $5,000,000.00 all inclusive, but the Township shall have the right to set higher amounts.

The policy shall be in effect for the period of this Agreement until the Township has issued the Certificate of Maintenance and Final Acceptance. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

25. TAXES

The Developer shall pay the current year’s taxes (if levied) before the signing of this Agreement. Where local improvements are outstanding a cash payment sufficient to commute the balance owing shall be made by the Developer.

The Developer shall pay all taxes levied, or to be levied, on the said lands on the basis and in accordance with the Assessment and Collector’s Roll entries appearing from time to time.

26. UTILITY COSTS AND CHARGES

The Developer shall deal directly with Hydro One and all other Utility companies. He, or his consulting engineer, shall obtain all approvals and permits and pay all fees and charges directly to the Utility. Copies of all approvals shall be provided to the Township prior to registration.

27. BLASTING

Before any blasting is proceeded with by the Developer, the Developer shall obtain from the Township written permission for carrying out the blasting operation and shall obtain the blasting permit and show proof of insurance for all
damage or claims for damage resulting from the blasting operation. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

28. CONSTRUCTION REFUSE

All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer off the site of the Subdivision and approved by the Township. The Township is not responsible for the removal or disposal of refuse and debris. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of lot on the said Plan of Subdivision.

The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas, or other utilities.

The Developer shall immediately remove all mud and debris from the street, easements, and road allowances within the Plan of Subdivision as and when directed by the Township.

29. ACCESS ROADS

All access roads must be maintained by the Developer in good repair acceptable to the Township during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Operations Manager. For the purpose of obtaining such consent, the Developer shall advise the Township Operations Manager of the date and time he wishes to close the roadway.

The Developer agrees that all roads abutting on the Lands to be included in the final Plan and to be used for access during the construction of the houses or other buildings on the Plan shall be kept in good and usable condition throughout the period of construction and, if damaged, the Developer agrees to restore same immediately. All trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish, or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Lands shall be removed immediately. If not removed after one (1) days' notice, the deposited material may be removed by the Township or someone designated by the Township at the Developer's expense.

30. DAMAGE TO EXISTING PLANT

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance, as a result of the Subdivision development and shall pay for any costs involved in the relocation of existing services, such as hydrants, telephone poles, etc., which may become necessary because of the development of the Subdivision.

31. DUST CONTROL

Prior to the acceptance of the completed roads, the Developer shall apply calcium chloride or other suitable dust suppressant to the roads in quantities sufficient to prevent any dust problem to traffic or home occupants.

32. STORM WATER MANAGEMENT PLAN

Prior to the registration of this Agreement, the Developer shall have a storm water management plan and report approved by the Township's engineer and other authorities as required; and it shall be lodged with the Township as part of this approval process.
Each lot shall have site-specific lot grading and drainage plans, confirming development is and will be in accordance with the overall plan. This site-specific plan shall include details of foundation drains and sump outlet, finished floor elevation, in addition to any other usual details needed to confirm conformity with the overall drainage plan on the lands.

33. DRAINAGE

33.1 RESPONSIBILITY OF OWNER

i) It is understood and agreed by the parties hereto that the drainage of surface waters on the lots and blocks in the Plan remains the sole responsibility of the Developer and subsequent purchasers to provide, not impede and to maintain adequate drainage of such surface waters. There shall be no alteration of the drainage without the express permission of the Township and the Grey Sauble Conservation Authority.

ii) The Developer shall install and maintain works described in the plans required by Section 33.2 so as to ensure proper flow of surface water within the development, and shall ensure proper erosion control measures are taken during construction to ensure no off-site sedimentation migration. Further the Developer shall ensure that all weed growth is minimized until such time as building permits have been issued.

33.2 LOT GRADING AND DRAINAGE PLANS

All lots and blocks within the Plan shall be graded to drain in accordance with the overall grading and drainage plans as approved by and lodged with the Township. This includes methods to control erosion, prevent ponding, minimize sedimentation and control dust as may be required.

Until the road laid out according to the Plan has been expressly assumed by By-law of the Township as part of the Township road system, the Developer shall provide adequate drainage of the surface water from the area subdivided. The Developer shall layout such road and grade same, together with the lands surrounding same, in such a manner that no damage or harm shall result by reason of the drainage there from persons or property outside the Plan or to the Lands.

The Developer, at its sole cost and expense, including all registration costs and applicable taxes, if any, shall grant and convey to the Township or as the Township may direct, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Township to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings.

The Developer agrees that, if the drainage work required to drain his Lands results in drainage through lands other than his Lands, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Township and the Grey Sauble Conservation Authority. The Developer shall, at its sole cost and expense, including all registration costs and applicable taxes, if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Township with respect to the adjacent properties to properly facilitate drainage of the Lands and the contributing areas. The easements, land, and servicing requirements shall be subject to the prior approval of the Township and the documentation thereof shall be subject to the prior approval of the Township solicitor as the case may be.

If, as the Plan develops, it becomes apparent to the Township or the Conservation Authority or any other agency having jurisdiction that further work is necessary, either upon the Lands or beyond the boundaries thereof, with respect to the grading and drainage plans or with respect to the works contemplated in
any part of this Section, the Developer shall, at its sole cost and expense, forthwith provide the same upon receipt of a written notice identifying sufficient particulars thereof from the Township. The necessity of such drainage work shall be at the sole discretion of the Township.

33.3 DEPOSITS FOR GRADING AND DRAINAGE

An application for a building permit shall be accompanied by a deposit of $1,500.00 cash ("Grading Deposit") as (a) security for repair of Services that may be damaged by the building of the unit for which the permit was sought (the "Building"), and (b) to ensure that lot grading is completed according to the Engineering Drawings.

The Grading Deposit for each lot for which the applicant has applied for a building permit, shall be retained by the Township until such time as (a) the final grading, sodding and landscaping surrounding such Building has been completed and (b) until the Township has inspected the work to ensure that no damage has been done to the Services installed by the Developer or anyone else or to existing work and services owned by the Township.

Upon completion of the work, it shall be inspected by the Township and certified by the Developer's or builder's engineer that the work complies with the drainage design and if it is satisfied that the work complies with the drainage design, and no claims have been made against the Grading Deposit, it shall be repaid to the person paying without interest.

If the person responsible for improper grading and/or damage fails to rectify the grading after seven days written notice from the Township, the Township may draw on the lot Grading Deposit for those purposes. If the cost of such correction exceeds the deposit, the Developer shall be responsible in the first instance for the excess and the Township may have recourse to the other securities deposited pursuant to the Agreement. The Developer acknowledges that such expense may be added to the tax roll for the Lands and recovered by the Township in the same manner as municipal taxes. Nothing herein shall prevent the Developer or the Township or both taking court action against the responsible person, or builder or against any purchaser of a unit for any deficiency.

Should any house be constructed at an elevation that does not allow for completion of grading to Township standards, the Grading Deposit shall be forfeited to the Township. Any deficiency shall be remedied by the Developer or builder, as the case may be, to the satisfaction of the Township and at the cost of the Developer or builder.

33.4 REGISTERED DRAINAGE EASEMENT/RIGHT-OF-WAY

An easement shall be granted over any Lot or Block on the Plan, as required, for drainage purposes; and a covenant registered on title in regard to the maintenance responsibilities associated with said easement if deemed necessary.

34. ARCHEOLOGICAL RESOURCES, BURIAL SITES AND ENVIRONMENTAL REQUIREMENTS

The Developer agrees that:

a) Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the Ontario Heritage Act;

b) That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately
report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.

c) The ecological and natural heritage features of the lands shall be protected by implementing the Mitigation Measures 17.1 and 17.2 of the Environmental Impact Study (EIS) dated July 2018 and completed by AWS Environmental Consulting.

i. No development or site alteration shall occur on the lands until compliance with the Endangered Species Act, 2007 for Barn Swallow under Ontario Regulation 242/08 Section 23.5 and Bobolink/Eastern Meadowlark under Ontario Regulation 242/08 Section 23.6, has been demonstrated.

ii. Development and site alteration shall occur in compliance with the approved engineering plans and drawings listed in Schedule “F” to this agreement.

iii. Development of lots adjacent to the drainage and seep features must demonstrate compliance with EIS mitigative measures 17.2b & 17.2d to the satisfaction of the Grey Sauble Conservation Authority and the Township.

d) A permit is required from the Grey Sauble Conservation Authority for development and/or site alterations within the areas subject to Ontario Regulation 151/06.

35. **LANDS FOR MUNICIPAL PURPOSES**

The Developer agrees to grant in fee simple unto the Township, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Township, or to make a cash payment in lieu thereof as provided by The Planning Act. A list of blocks, easements and right-of-ways shall be set out in Schedule "C" of this Agreement.

The deeds for the said lands are to be approved by the Township’s Solicitor and thereafter, forthwith registered and deposited with the Clerk of the Township. All transactions shall be free and clear from all encumbrances. The cost of preparation and registration of the said deeds shall be paid by the Developer.

35.1 **Reserves/Blocks for Road Purposes**

The Developer agrees to grant, at his expense, all such blocks for easements and rights-of-way as may be required for the installation and supply of services to the Subdivision. Prior to executing this Agreement, all known easements shall be filed with the Township in a form approved by the Township’s Solicitor.

If at any time, and from time to time during the development of the subdivision, the Township is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, the Developer shall provide such additional easements at the request of the Township.

The Developer agrees to convey to the Township in fee simple, any 0.3 m reserves or blocks to facilitate proper road standards as required by the Township or the County of Grey.

35.2 **Parkland**

The Developer agrees to grant in fee simple unto the Township Block 35, which is intended to be used for Open Space and drainage purposes. A portion of the site is to be prepared by the Developer to a subgrade standard for future park use, the extent of which is shown on Schedule “I” to this agreement. The Township acknowledges that this site preparation does not include the provision of playground structures. The parties acknowledge and agree that the cost to prepare a portion of the site to a subgrade standard for future park use shall be credited towards the Developer’s cash in lieu of parkland dedication.
35.3 Easements

The Developer agrees to grant, at its expense and without any compensation payable whatsoever, all easements and rights-of-way as may be required for the installation, supply and maintenance of the servicing of the development, whether such easements or rights-of-way are temporary or permanent or in favour of the Township or some other person or entity. All easements and rights-of-way in favour of the Township shall be filed with the Township in a form approved by the Township’s solicitor and on terms acceptable to the Township. Any work by the Township’s solicitor with respect to any easements or registration thereof shall be paid by the Developer. Without restricting the generality of the foregoing, a list of easements and rights-of-way is set out in Schedule “C”. In addition thereto, the Developer shall grant easements for utilities, drainage and construction purposes designed to the satisfaction of and granted to the appropriate agencies or authorities as the Township may determine, acting reasonably, to be required. The Developer acknowledged and agrees that all easements shall be granted free and clear of encumbrances. The Developer shall transfer the easements immediately upon registration of the Plan of Subdivision and any applicable reference plan(s).

36. REGISTRATION

The Developer consents to the registration of the Subdivision Agreement by the Township, and at the sole discretion of the Township, upon the title to the Lands. The Developer will be responsible for the cost of registration.

37. REPLACEMENT OF SURVEY BARS

Prior to the acceptance of the Subdivision by the Township, the Developer agrees to supply a statement from an Ontario Land Surveyor, approved by the Township, that, after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

38. LEGAL NOTICE TO DEVELOPER

See Section 57.

39. MORTGAGEE BECOMING OWNER

The Mortgagee hereby agrees that, in the event of the Mortgagee becoming the owner of the lands by way of foreclosure, purchase, or otherwise, either beneficially or in trust, then the mortgage shall be deemed to be postponed to this Agreement and the Mortgagee shall be subject to the terms of this Agreement as though the Mortgagee executed this Agreement in the capacity of Developer.

40. ASSIGNMENT OR TRANSFER OF MORTGAGE

The Mortgagee agrees that, in the event of the Mortgagee assigning or transferring the mortgage on the Lands under the Mortgage, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

41. REQUIREMENTS FOR MODEL HOMES

A total of four (4) model homes may be constructed on lots to be approved by the Township. For the purposes of this agreement, one model home is one (1) detached dwelling. Construction may commence when the following conditions have been met:

a) The construction of the model homes shall comply with all applicable laws including any building and zoning by-laws;

b) The conditions referred to in Sections 25 and 42 of this Agreement have been complied with;
c) The approval of the Township has been obtained with respect to the following:
   i. location and construction of builder’s road if deemed necessary by the Township; and
   ii. detailed site plans showing (i) above and proposed models;

d) No occupancy of any model shall be permitted until all of the other applicable provisions to this Agreement with respect to building permits and occupancy permits have been complied with;

e) Prior to occupancy being granted, a ‘change of use permit’ must be issued.

f) The Grading Deposit listed in Section 33 has been paid.

42. REQUIREMENTS FOR BUILDING PERMITS

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan.

Notwithstanding the foregoing, no building permits will be given until:

a) Plans submitted show that all proposed development is in conformity with the building and sewage system envelopes established for the respective lot.

b) Design plans propose a septic system in accordance with the Ontario Building Code.

c) Plans submitted show that development is in conformity with the lot grading and drainage plan for the development.

d) The lot grading and damage deposit of $1500.00 per lot has been paid.

e) Approval of the Township has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule “H” hereto.

f) A certificate has been given by the Developer’s Consulting Engineer that the building to be erected on any lot or block within the Plan is in conformity with the overall grading plan or has received the approval of the Township with respect to any variance to the grading plan.

g) An entrance permit has been issued by the Township or County.

h) Where applicable, a Grey Sauble Conservation Authority (GSCA) permit has been issued.

i) All other financial requirements outlined in this Agreement or in any related agreement to the date of application for the permit have been fulfilled.

43. REQUIREMENTS FOR OCCUPANCY

No buildings erected on the lots or blocks within the Plan shall be occupied until a Certificate of Occupancy has been issued by the Township and this Certificate will not be issued until:

a) The sewage system and the well has been installed and approved by the Township or other agency having jurisdiction.

b) The Developer provides the Township with documentation that wells not used for monitoring or domestic use have been decommissioned in accordance with Ontario Regulation 903, as amended.
c) The traffic, street lights, and street signs have been installed and approved by the Township.

d) The unit has been identified with the street number, either with the 911 sign or other agreed standard.

e) A certificate has been issued by the Developer's consulting engineer that the building constructed and the final grading of the lot or block is in conformity with the overall storm water and or grading plan or such variance therefrom has been approved by the Township. At the discretion of the Township's Chief Building Official, occupancy may be granted in situations where seasonal conditions prevent final grading and/or the assessment of the works by the Developer's engineer. The certificate must be submitted at a date no later than nine (9) months from the date of occupancy.

f) The plumbing, electrical work, and exterior finish have been completed.

g) A statement from an Ontario Land Surveyor that all survey monuments and iron bars were found or replaced on the lot as shown on the registered plan.

NOTE:
1. In the case of lots built-on by a third Party, the Township reserves the right to request a similar certificate as required under Section 42(f), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer. If the Township has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.

2. It is agreed that a copy of this Clause shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

44. OCCUPANCY LIQUIDATED DAMAGES

Notwithstanding the above, if for any reason whatsoever, occupancy of any building occurs before the vital services listed in Clause 43 are installed to the homes occupied to the satisfaction of the Township, then the Owner of the building agrees to pay to the Township liquidated damages in the amount of $200.00 per dwelling unit per day to cover the additional costs of administration, inspection, and fire protection, etc. The liquidated damages are to commence at and include the day of occupancy and end when the Owner of the building obtains a certificate from the Township that the vital services are satisfactorily installed.

NOTE:
It is agreed that a copy of this Clause shall be delivered by the Developer to each and every builder obtaining a building permit or any prospective purchaser of the dwelling for any lot on the said Plan.

45. ROADWAYS, ENTRANCES, SIDEWALKS AND WALKWAYS

The roadways, curbs, gutters, sidewalks and walkways shall be constructed or reconstructed and installed in a manner and in the locations set out in the approved Engineering drawings.

Inspection of the underground services must confirm no deficiencies prior to any pavement being applied or sod laid.

Entrances to lots on Fleming Drive and Concession 7 shall be constructed to the satisfaction of the Township of Georgian Bluffs.

Entrances to lots fronting onto Grey County Road 5 shall be to the satisfaction of the County of Grey Transportation Services.

46. LOTS REQUIRING SPECIAL ATTENTION
Any lots which will require special attention in order to be developed will be listed on Schedule ‘H’ of this Agreement and are subject to an easement for drainage in accordance with the master stormwater management plan for the subdivision. Residents are permitted to erect a fence provided it does not impede or alter the drainage on or off-site. No buildings or structures are permitted within the easements, within a natural or man-made drainage feature or Environmental Protection area, notwithstanding that a building permit may not be necessary. No alteration of grading is permitted without review and written approval of the Township prior to any site alteration.

Prior to the issuance of the building permit for any lot listed on Schedule "H", the proposal must be approved.

47. **RELEASE OF LANDS**

The Developer, when not in default of the Subdivision Agreement to provide the requisite public services to the Lands, shall be entitled to a partial release in a form for registration in the Registry Office for each lot or block designated by the Developer. Such release shall not be issued until:

a) The Township has certified that the necessary services for occupancy have been constructed and the Developer is not in default of his agreement to provide services.

b) A certificate has been given by the Developer's consulting engineer that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan for the lands or such variance there from as has been approved by the Township.

Every such release shall operate as a discharge of all levies hereunder by the Township in respect to each lot or block described in the release with the exception of the responsibility for lot grading and drainage, sewage disposal, and water rates where applicable.

48. **THIRD PARTY CLEARANCE**

**48.1 HYDRO AND GAS**

Prior to the Township releasing the proposed Plan for registration, the Developer shall provide the Township with:

a) A letter from Hydro One stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;

b) Where applicable, a letter from the Gas utility stating that a satisfactory agreement has been made with respect to the cost of installing gas facilities, and outlining the financial arrangements concluded in this regard.

**48.2 TELEPHONE AND CABLE**

Prior to the Township releasing the proposed Plan for registration, the Developer shall provide the Township with:

a) A letter from the local company providing telephone service stating that the Developer has entered into a satisfactory agreement with them with respect to the installation of wiring and/or equipment.

b) A letter from the local cable company responsible for providing cable service stating that the Developer has entered into a satisfactory agreement with them with respect to the installation of wiring and/or equipment; and,

c) A letter from the local company providing data communication or fibre optic service stating that the Developer has entered into a satisfactory
agreement with them with respect to the installation of wiring and/or equipment.

48.3 POSTAL SERVICE
Prior to the Township releasing the proposed Plan for registration, the Developer shall provide the Township with a letter from Canada Post that the Developer has entered into a satisfactory agreement or arrangement with respect to the provision of postal service.

49. DRAINAGE AND LOCAL IMPROVEMENT CHARGES
a) The Developer agrees to pay all arrears of taxes or charges outstanding against the property herein described before the registration of the said Plan.

b) The Developer further undertakes and agrees to pay all taxes and charges levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the Registered Plan.

c) When local improvements are outstanding, a cash payment, sufficient to commute the balance owing shall be paid by the Developer.

50. WATER SUPPLY
a) This subdivision shall be serviced by individual private wells at the expense of the Developer.

b) Wells are to be completed in the bedrock aquifer system to a depth of approximately 50 to 65 mbgs and steel casings for water supply wells shall be grouted in place to a minimum depth of 12 metres below ground surface for each lot.

c) The Developer agrees to provide the Township with documentation that wells not used for monitoring or domestic use have been decommissioned in accordance with Ontario Regulation 903, as amended, prior to occupancy being granted.

d) The type of treatment system shall be based on the results of a water quality analysis of the groundwater at each well and the homeowner requirements/preferences for general/aesthetic groundwater parameters. Regardless of the water quality results, the treatment system should include a disinfection component, such as UV or chlorination.

e) The Developer shall propose baseline water quality sampling consistent with the recommendations of the Peer Review prepared by WSP and dated August 26, 2019. This will be at the expense of the Developer and to the satisfaction of the County of Grey and the Township of Georgian Bluffs.

51. PLEDGE OF TITLE TO LANDS
The Developer hereby charges and pledges as security for such levy payments and service charges all his rights, title, and interest in these parts of the Lands shown as numbered and/or lettered lots and/or blocks on the Plan and agrees that this Agreement may be registered against the Lands and it is agreed that such payments and costs shall be in lien against the Lands.

52. SIGNS
As required by the Township, signs shall be installed prior to the commencement of construction and be removed after the issuance of the Certificate of Maintenance and Final Acceptance.

All developer or contractors signs shall comply with the applicable Bylaws of the Township.
53. **PRESERVATION AND PLANTING OF TREES**

The Developer and subsequent owners must preserve all healthy trees within the limits of the Subdivision. Except for the actual area of travel roadway and its ancillary ditches, driveways and building sites no trees whether on the road allowance or on the parkland or on the individual lots, shall be removed without written Township permission.

The Developer shall plant two (2) hardwood trees 2.5 metres or taller, native to the area, in the front yard of each lot, where native trees have not been retained in a healthy condition.

54. **PLANS AND SPECIFICATIONS**

a) The Developer shall prepare, at its expense, all plans, specifications, engineering drawings/calculations, site or other plans as may be required;

b) The Developer shall prepare estimates of the costs of construction of all services, which shall be herein attached;

c) The Developer shall supply the following required drawings in both hard copy and digital format to the Township:
   i. 2 copies of the registered plan;
   ii. 2 copies of the approved Engineering Drawings including all servicing plans;
   iii. one set of computer files (AutoCAD and .pdf format) of the record drawings, also known as ‘as constructed’ or ‘as-built’ drawings, upon completion of the Services for all the public services/works constructed within or outside of the Plan. This set of drawings shall be accompanied by a certificate from the Developer’s Engineer certifying that all the Services have been installed under his supervision and that the work conforms to the approved plans and specifications.

55. **STREET LIGHTING INSPECTION AND MAINTENANCE**

a) The Developer shall construct and install the street lighting, and guarantee the works until a Certificate of Maintenance and Final Acceptance is issued pursuant to Section 19 or other provisions hereof.

b) All public street lighting shall be to a ‘dark sky friendly’ standard. The Developer shall encourage Property Owners to follow this standard on their lots but a minimum requirement shall be that no lighting shall be directed onto abutting private property, public roadways or other public lands.

56. **COVENANTS**

a) The Developer hereby covenants and agrees with the Township at the Developer’s sole cost and expense in the manner and within the time limited by this Subdivision Agreement to comply in full with all of the terms and conditions set forth in the Schedules attached hereto and by this reference forming a part hereof, including any amendments or revisions hereinafter made thereto where applicable, to the satisfaction of the Township.

b) The Developer hereby covenants and agrees to execute such further or other deeds, contracts, agreements, or assurances, whether under seal or otherwise, as may be necessary or appropriate and reasonably required by the Township in the circumstances in order to give effect to all other provisions of this Subdivision Agreement.

c) The Developer covenants and agrees to comply with all relevant building, zoning, and other by-laws of the Township, including the Building Code of the Province of Ontario, in connection with the implementation of all of the provisions of this Subdivision Agreement including the construction of the works herein required to be made as well as in connection with the issuance of building permits and occupancy permits for building lots or blocks set forth on the Plan of Subdivision finally approved and further covenants and agrees
to pay all requisite fees and costs required by the Township in that regard pursuant to said By-laws and the Building Code.

d) The Developer covenants and agrees not to call into question, directly or indirectly, or to oppose any proceedings whatsoever, whether in law or in equity or before any administrative tribunal, governmental authority, or board or court, the right of the Township to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement, and condition contained herein and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Township as an estoppel against the Developer or its permitted successors and assigns at any such proceedings.

57. **NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail postage prepaid. If the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service.

Barry's Construction and Insulation Ltd.
Attention: Barry Kruisselbrink
7839 Hwy 21
P.O. Box 30
Allenford, ON N0H 1A0

Township of Georgian Bluffs
Attention: Clerk
177964 Grey Road 18
Owen Sound, Ontario N4K 5N5
Fax: 519-372-1620

If any notice is mailed by registered mail, postage prepaid or sent by prepaid courier service as aforesaid, it shall be deemed to have been received by the part to whom it was mailed or sent on the second day following the day upon which it was received in one of Her Majesty’s post offices or delivered to the courier service unless the second day ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the two day period. Either party, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

58. **DEFINITIONS**

a) ‘Services’ – includes all public works and facilities, such as water, drainage, roads, and may include other public facilities such as hydro, postal station, which serve the subject lands as part of the development of a plan of subdivision.

b) ‘Sewage Approval Authority’ – refers to the Township, or such other approval authority where approval has been transferred by agreement with the Township, of sewage disposal systems and defined under the Ontario Building Code Act.

c) ‘The Works’ – refers to any and all installation, construction or alteration of any water main, water appurtenance, water treatment facility, roads, walkways, trails, storm sewer, sanitary sewer, drainage feature or facility, grading, street lighting, landscaping or similar matter to be completed by the Developer through the terms and approvals of this agreement.

d) ‘Road Works’ – refers to the Works identified as road works in Schedule “E”.
59. CONDITIONS OF DRAFT APPROVAL

The Developer acknowledges and agrees that the Conditions of Draft Approval attached at Schedule “B” form an integral part of this Agreement, and the Developer shall comply with every condition set forth in the Conditions of Draft Approval. In the event of any inconsistency between the Conditions of Draft Approval and the other sections of this Agreement, the provisions of Draft Approval shall take precedence.

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

It is agreed and understood that Schedules “A” through “K” inclusive, affixed hereto, form part of this Agreement.

This Agreement has been authorized by Township of Georgian Bluffs Bylaw Number 2020-059.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
this 17th day of June, 2020.

THE DEVELOPER -
Barry’s Construction and Insulation Ltd.

__________________________
Barry Kruisselbrink, Owner

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

__________________________
Dwight Burley, Mayor

__________________________
Brittany Drury, Acting Clerk

We have the authority to bind the Corporation
SCHEDULE "A" OF SUBDIVISION AGREEMENT

DESCRIPTION OF LAND BEING SUBDIVIDED

Part of Lot 9, Concession 7 and Part of Lots 71, 75, 78, 85-87 and unnamed street Registered Plan 117, Part 1, Plan 16R-10979, in the geographic Township of Derby, in the Township of Georgian Bluffs, in the County of Grey; and,

as identified within Draft Plan of Subdivision No. 42T-2018-11

PIN 37079-0302

ARN: 4203 540 002 14400

Lots 1 through 33, Registered Plan No. M______

(to be supplied when plan is prepared for registration).
SCHEDULE "B" OF SUBDIVISION AGREEMENT

DRAFT PLAN OF SUBDIVISION

Plan of Subdivision File No. 42T-2018-11 has been granted draft approval. The County’s conditions of final approval for registration of this draft plan of subdivision are as follows:

**General Requirements**

1. That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2018-11 prepared by GM BluePlan Engineering dated September 6, 2018 (last revised December 4, 2019) showing:
   a. 33 single detached lots (Lots 1 to 33)
   b. 2 blocks for stormwater management (Blocks 34 and 36)
   c. 1 block for open space (Block 35)
   d. 1 future road (Street ‘A’)
   e. 0.3 metre reserves (Blocks 37 and 38)
   f. 2 daylight triangles (Blocks 39 and 40)
   g. 1 road widening (Block 41)

The legal description of the subject lands is Part of Lot 9, Concession 7, Plan 117, Part of Lots 71, 75, and 78, and Lots 72, 73, 74, 85, 86 & 87 and unnamed street, Part 1, Plan 16R-10979, Township of Georgian Bluffs, geographic Township of Derby, County of Grey.

2. That the owner agrees in writing, to satisfy all the requirements, financial and otherwise, of the Township of Georgian Bluffs, concerning roads, installation of services, drainage, parkland, security, and other matters as determined by the Township.

3. That prior to final approval the owner enter into a Subdivision Agreement with the Township, to be registered on title to the property and then upon each lot once the plan has been registered.

4. That the owner convey 5% cash-in-lieu of parkland, parkland dedication or a combination thereof, to the Township and that the Subdivision Agreement contain a provision to effect this.
Applicant: Barry's Construction and Insulation Ltd.  
File No.: 42T-2018-11  
Municipality: Township of Georgina Bluffs  
Location: Part of Lot 9, Concession 7, Plan 1/17, Part of Lots 71, 75, and 76, and Lots 72, 73, 74, 85, 86 & 87 and unnamed street, Part 1, Plan 16R-1079, geographic Township of Derby  
Date of Decision: December 12, 2019  
Date of Notice: December 18, 2019  
Last Date of Appeal: January 7, 2020

5. That the road (Street 'A') shall be dedicated as a public highway, and named to the satisfaction of the Township. All roads and entrances shall be designed and constructed to a standard acceptable to the Township and the County of Grey, and such design shall be included in the subdivision agreement. The owner agrees to provide detailed plans and specifications indicating that the roads and drainage will be constructed to the standards of the Township.

6. That wording be included in the Subdivision Agreement to note that entrances to lots from the internal road (Street 'A') of the subdivision be to the satisfaction of the Township of Georgina Bluffs.

7. That wording be included in the Subdivision Agreement to:
   a. note that entrances to lots off Grey Road 5 be to the satisfaction of the County of Grey, and will require entrance permits from the County Transportation Services department,
   b. ensure that the County has received remainder of the 17 feet or 5.18 metres road widening that has not been attained along Grey Road 5, shown as Block 41 on the plan,
   c. reference the 0.3 metre reserves (Blocks 37 and 38) to restrict direct access onto Grey Road 5, and
   d. ensure that the daylight triangles (Blocks 39 and 40) at the intersection of Street 'A' and Grey Road 5 meet the standards of the County of Grey and the Township and be deeded to the County.

8. That the developer apply for an exemption to the County Transportation Services department with respect to the separation distance between intersections, for the new intersection of Street 'A' and Grey Road 5. Prior to final approval of the plan of subdivision, the intersection exemption shall be granted, only when the criteria of the County of Grey have been satisfied.

9. That prior to final approval of the plan of subdivision, a final storm and surface water management report and grading and drainage plan be prepared and submitted for review, at the expense of the owner, to the satisfaction of the Township and the Grey Sauble Conservation Authority. This report shall include such matters as building & sewage system envelopes, wells, lot grading, and
sediment control measures. This report should also ensure that run-off, including the storm water and spring snow melt, does not adversely affect neighbouring properties, and detail all necessary upgrades to existing road and or drainage structures. This report should detail all easements or rights of way required to be dedicated to the Township or the County.

10. That the stormwater management blocks (blocks 34 and 36) and the open space block (block 35) be deeded to the Township of Georgian Bluffs.

11. That the Subdivision Agreement contain a provision requiring that steel casings for water supply wells be grouted in place to a minimum depth of 12 m below ground surface for each lot.

12. That the Subdivision Agreement contain a provision requiring the developer to provide documentation that wells not used for monitoring or domestic use have been decommissioned in accordance with Ontario Regulation 903, as amended.

13. That prior to final approval of this plan of subdivision the developer submit a Conceptual Servicing Plan that illustrates proposed structures, driveways, amenities, wells, and private sewage systems on each lot to the satisfaction of the Township of Georgian Bluffs.

14. That prior to final approval, the developer propose baseline water quality sampling consistent with the recommendations of the Peer Review prepared by WSP and dated August 26, 2018. This will be at the expense of the developer, to the satisfaction of the Township of Georgian Bluffs and County of Grey and implemented through wording in the Subdivision Agreement.

15. The Subdivision Agreement shall include provisions for protecting the ecological and natural heritage features of the lands, and implementing Mitigation Measures 17.1 and 17.2 of the Environmental Impact Study (EIS) dated July 2016 completed by AVS Environmental Consulting, to the satisfaction of the Grey Sauble Conservation Authority.

16. That a removal of holding provision be implemented on the property or a clause in the Subdivision Agreement that requires the developer to demonstrate how they have complied with the EIS mitigation measure 17.1 prior to any development or alteration on the property to the satisfaction of the Grey Sauble Conservation Authority and the Township.
17. That wording be included in the Subdivision Agreement requiring the development of lots adjacent to the drainage and seep features demonstrate compliance with EIS mitigative measure 17.2b. and 17.2.d. to the satisfaction of the Grey Sauble Conservation Authority and the Township.

18. That wording be included in the Subdivision Agreement that a permit be required from Grey Sauble Conservation Authority for development and/or site alterations within the areas subject to Ontario Regulation 151/06.

19. That all easements and or agreements for drainage, gas line, telecommunication, or utility purposes shall be dedicated to the appropriate authority or public authority. Should the relocation of any utilities be required as a result of this development, that all associated costs be at the Developer's expense.

20. That wording be included in the Subdivision Agreement requiring the siting and installation of a single Community Mail Box to service mail delivery for the thirty-three lots, to the satisfaction of Canada Post. The applicant shall further provide the following for the Community Mailboxes:

   a. An appropriately sized sidewalk section (concrete pad), per Canada Post standards, to place the mailbox on, plus any required vehicle laybys, walkway access and/or curb depressions for wheelchair access.
   b. A suitable temporary Community Mailbox location which may be utilized by Canada Post until the final grading has been completed at the permanent Community Mailbox Site locations to enable Canada Post to provide mail service to new residences as soon as homes are occupied.

21. The owner shall agree in the Subdivision Agreement to the following:

   a) Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the Ontario Heritage Act;

   b) That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance
with the Funeral, Burial and Cremation Services Act.

22. Prior to final approval, the County is advised in writing from the Grey Sauble Conservation Authority that Draft Plan Conditions 9, 10, 15, 16, 17 and 18 have been addressed to their satisfaction.

23. Prior to final approval, the County is advised in writing from Canada Post that Draft Plan Condition 20 has been addressed to their satisfaction.

24. Prior to final approval, the County is advised in writing from the County Transportation Services department that Draft Plan Conditions 7 and 8 have been addressed to their satisfaction.

25. Prior to the signing of the final plan by the County of Grey, the County is to be advised that all Draft Plan conditions have been carried out to the Township’s satisfaction.

26. If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation along with the applicable application fee and a resolution from the local municipality must be received.

NOTES TO DRAFT APPROVAL

1. It is the applicant’s responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.

2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 185 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent’s responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the
conduits stating "DANGER - Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

3. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services:

   - Township of Georgian Bluffs
     177954 Grey Road 18, Rural Route # 3,
     Owen Sound, ON, N4K 5N5

   - Grey Sauble Conservation Authority
     237997 Inglis Falls Road, Rural Route # 4,
     Owen Sound, ON, N4K 5N5

   - Grey County Transportation Services
     555 9th Avenue East
     Owen Sound, ON, N4K 3E3

   - Canada Post Corporation
     300 Wellington Street
     London, ON, N6B 3P2

4. We suggest you make yourself aware of the following subsections of the Land Titles Act:

   a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and
   b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system, is subject to the approval of the Ministry of the Environment, Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.

6. All measurements in subdivision final plans must be presented in metric units.

7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.
SCHEDULE "C" OF SUBDIVISION AGREEMENT

LANDS AND EASEMENTS TO BE DEEDED

Blocks as noted below, Registered Plan M - _____ (to be supplied when plan is prepared for registration):

Blocks after registration

TO THE TOWNSHIP

Block 34 for stormwater management purposes
Block 35 for stormwater management purposes with a portion of the Block for Parkland purposes
Block 36 for stormwater management purposes

Roads – Street ‘A’ to be named Fleming Drive

TO THE COUNTY OF GREY

Block 37 0.300 Reserve
Block 38 0.300 Reserve
Block 39 Daylighting
Block 40 Daylighting
Block 41 for road widening

Easements as described below (to be supplied when plan is prepared for registration).

Parts 1 through 12 and Part 45 on 16R-_________ to the Township for drainage access
Parts 13 through 21 on 16R-_________ to the Township for drainage access
Parts 23 through 26 on 16R-_________ to the Township for drainage access
**SCHEDULE "D" OF SUBDIVISION AGREEMENT**

**LIST OF MONIES PAYABLE BY THE DEVELOPER TO THE TOWNSHIP**

1. Legal services and Professional/Consultant Fees/Subdivision monitoring/snow clearing  $ 10,000.00
2. Irrevocable Letter of Credit for 100% of the estimated cost of works  $ 1,073,621.93
SCHEDULE "E" OF SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED & ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS

Works to be constructed include the supply and installation of all municipal roads and services in accordance with the Engineering Standards and the drawings which have been accepted for construction. More specifically, the works include the construction of the following:

1. One township road, Fleming Drive,
2. Stormwater Management Blocks 34, 35 & 36

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
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<tr>
<td>A1</td>
<td>Construct and maintain light duty till fence and metal 10 stranded check stems</td>
<td>1200</td>
<td>m</td>
<td>$10.00</td>
<td>$12,000.00</td>
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<td>A2</td>
<td>Clearing and grubbing - Miscellaneous Trees</td>
<td>100%</td>
<td>L.S.</td>
<td>$2,000.00</td>
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<td>A3</td>
<td>Skimming topsoil and stripcking on site for use (includes ROW, Cut and Fill areas, SWIM and swales)</td>
<td>100%</td>
<td>L.S.</td>
<td>$15,000.00</td>
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<td>A4</td>
<td>Earth excavation and grading (approx. 15,000 m$^3$); Roadways and Ridges</td>
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<td>L.S.</td>
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<td>Construct drainage swales</td>
<td>602</td>
<td>m</td>
<td>$30.00</td>
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<td>A6</td>
<td>Construct and maintain mud tracking pad</td>
<td>2</td>
<td>each</td>
<td>$500.00</td>
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<td>A7</td>
<td>Traffic control and street sweeping at intersections</td>
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<td>L.S.</td>
<td>$1,500.00</td>
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<td><strong>$209,260.00</strong></td>
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## KILSYTH MEADOWS SUBDIVISION
### STREET CONSTRUCTION AND ASSOCIATED STORM WORKS
#### TOWNSHIP OF GEORGIAN BLUFFS
##### CONSTRUCTION COST ESTIMATE

**Our File:** 216070  
**Last Revised:** May 14, 2020

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### CONSTRUCTION COST ESTIMATE FOR EXTERNAL WORKS

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<td>1</td>
<td>1200 x 600 DICB OPSD 715.04 - Type A Z1 Grate</td>
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<td>each</td>
<td>$ 6,000.00</td>
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<td>2</td>
<td>4.5m of 525 mm dia PE and 24 m of 600 mm PE with full restoration. Includes removal of existing 450mm CRP</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 20,000.00</td>
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<td>3</td>
<td>Supply and install 15m of 5B6R - OPSD 97,140</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 3,000.00</td>
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<td>4</td>
<td>10m of 600mm dia PE culvert - south side of County Rd. 5</td>
<td>100%</td>
<td>L.S.</td>
<td>$ 4,000.00</td>
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<td>5</td>
<td>Fence removal and replacement at West SWMP</td>
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### SUMMARY - INTERNAL AND EXTERNAL WORKS

| | | | | | **TOTAL AMOUNT** |
|---------------|---------------|---------------|---------------|-------------------|
| **INTERNAL WORKS** | | | | | $ 763,410.00 |
| **EXTERNAL WORKS** | | | | | $ 35,000.00 |
| **ENGINEERING @ 4%** | | | | | $ 31,536.40 |
| **CONTINGENCY @ 15%** | | | | | $ 119,761.50 |
| **SUBTOTAL - INTERNAL AND EXTERNAL WORKS** | | | | | $ 950,107.90 |
| **HST @ 13%** | | | | | $ 123,514.03 |
| **TOTAL ESTIMATE FOR INTERNAL AND EXTERNAL WORKS** | | | | | $ 1,073,621.93 |
SCHEDULE "F" OF SUBDIVISION AGREEMENT

LIST OF APPROVED PLANS AND ENGINEERING DRAWINGS


Full-size Plans are lodged with the Township
SCHEDULE "G" OF SUBDIVISION AGREEMENT

CONCEPTUAL SERVICING PLAN


Please note: this is a concept plan and lot layout changes are permitted at the building permit application stage subject to compliance with the overall grading and drainage plan for the development.
SCHEDULE "H" OF SUBDIVISION AGREEMENT

LOTS REQUIRING SPECIAL ATTENTION

The following lots are subject to an easement for drainage in accordance with the master stormwater management plan for the subdivision. Residents are permitted to erect a fence provided it does not impede or alter the drainage on or off-site. No buildings or structures are permitted within the easements. No alteration of grading is permitted without review and written approval of the Township prior to any site alteration.

Lots 1, 2, 3, 4,
Lots 7, 8, 9, 10, 11, 12, 13, 14 & 15;
Lots 18, 19, 20, 21, 22, 23, 26, 27, 29, 30, 31, 32 & 33

Easements are in accordance with reference plan 16R-____________ (to be provided once registered)
SCHEDULE "I" OF SUBDIVISION AGREEMENT

PARKLAND SITE PLAN

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MUNICIPALITY’S ENGINEERING STANDARDS

1. DRAFTING REQUIREMENTS

Plan/profiles must be prepared for all new streets opened within the Municipality. These drawings, and also drawings in AutoCAD format showing details of special structures, etc., shall be prepared by Professional Engineers and electronic copies as well as paper copies turned over to the Municipality as a permanent record prior to the acceptance by the Owner of the services required to be provided by the Developer.

The following standards shall be adhered to in the preparation of these drawings:

a) All profiles must be shown of the geodetic datum which is noted on each drawing.

b) In general, east-west streets shall have zero chainage at their westerly limits and north-south streets shall have zero chainage at their southerly limits. Chainages on a plan/profile shall increase from left to right.

c) Drawings shall be of a consistent size – 594 mm x 841 mm.

d) Scales shall be as follows for drawings:
   i. General Layout Plan - 1:1000
   ii. Plan/Profile Drawings - Horizontal – 1:500
      Vertical – 1:50
   iii. Scales shall be shown on all drawings

e) The intersection of centre lines of streets shall be used as zero chainage.

f) The centreline chainage is to be calculated from the final survey.

g) When the plan must be broken because of curvature, etc., the profile shall be broken as well, so that insofar as possible, chainage points in the plan and profile will coincide vertically.

h) The beginnings and ends of curves must be shown on the plan and profile with the radius of curvature shown on the plan. Chainages of points of curvature shall be calculated from the final plan.

i) The chainage and names of intersecting streets shall be shown in plan and profile.

j) Existing centreline profile is to be shown complete with proposed grades until revised to “Record Drawings”.

k) Street names shall be kept clear of the road allowances shown on the plan.

l) The plan shall show any required off-street drainage and separate profiles shall be prepared for drainage easements.

m) The drawings shall show clearly the proposed profiles, road widths and cross-section, ditches, ditch gradients, culvert sizes, gauges and gradients, existing and proposed services, north arrow, and limits of the proposed work. All detail for intersecting streets, including grades, must be shown for a minimum distance of 30 m from the intersection of intersecting streets. All street lines shall be shown and all easements for drainage or services.

n) The Municipality shall be named in the title block which shall be placed in the lower right corner.

o) On completion of the work and prior to acceptance of the services, “As Constructed” drawings and “As Constructed” electronic files will be supplied to the Municipality.

p) The Municipality shall be consulted as to the manner of showing information not set out in these requirements.

q) “As Constructed” drawings shall show the date that the information was acquired.
2. ROADS

2.1 General
Street allowances shall be a minimum of 20 m wide. Where curb and gutter are not required, the minimum road section shall be made up of a 6.6 m width of hot mix asphalt pavement – 80 mm thick placed in two (2) courses, 1.0 m shoulders, and 0.5 m shoulder rounding. The edge of the roadway bituminous surface shall have a minimum radius of 9 m at intersections.

Where curb and gutter is required, the road surface between curb and gutters shall be 8.5 m and shall consist of 80 mm of hot mix asphalt placed in two (2) courses. Curb and gutters shall be in accordance with OPSD 600.100 unless otherwise specified by the Municipality.

Access roads, not owned by the Municipality, leading to the area of the development shall be maintained to a standard equal to the standards for roadways within the development.

The minimum grade on any roadway shall be 0.4% and the maximum grade shall be 6%.

Finished roadways shall have a cross-fall of 2% from the centreline to each outside edge of shoulder.

Street allowance on cul-de-sacs are to have a minimum of 21 m radius. Edge of pavement radius on cul-de-sacs are to be 15 m minimum. On all streets, horizontal and vertical sight distances of 90 m shall be provided. Vertical curves meeting these requirements are acceptable.

2.2 Clearing and Grubbing
Trees shall be removed so that the specifications for sight distances, grading, ditching, etc., may be met. All stumps, logs, brush, boulders, debris, etc., shall be removed from the entire street allowance and deposited off the site of the Subdivision to disposal area approved by the Municipality.

Unless noted otherwise, all healthy trees behind the back slope of the ditches and not obstructing visibility or installation of services shall be preserved.

No burning will be permitted without a permit from the Fire Department.

2.3 Grading
In rural areas, the area between the edge of the road shoulder and the street line shall be graded and the ditches cut with side slopes of 3 m horizontal to 1 m vertical from the edge of the shoulder to the bottom of the ditch to the original ground. In fills over 1.5 m, measured vertically from the edge of should to the toe of the slope, the fill slope shall not be steeper than 2:1. The ditch shall be located at the toe of the fill slope.

Through curb and gutter areas, the area between the back of the curb and the street line shall be graded to a slope of not less than 2% not greater than 10% toward the road to conform to the approved lot grading plan.

All shoulders, side slopes, ditches, and boulevards to the street line shall be protected with 75 mm of topsoil and sod (seeding may be permitted in some areas if approved by the Municipality’s Engineer).

2.4 Base Construction
The sub-grade shall be excavated or filled to the required grade for the required width of surface plus shoulders, or curbs plus 450 mm, or the additional width necessary for the required depth of granular road base. Where earth fill is required, it shall be placed in lifts not exceeding 150 mm in depth and each lift shall be compacted to a minimum of 95% of the Standard Proctor Density (S.P.D.).

All vegetation, boulders over 150 mm in diameter, topsoil and organic or frost-heave susceptible materials, shall be removed from the road base to a depth of at least 1.5 m below finished grade and replaced with suitable material. All unsuitable excavation material shall be removed entirely clear of the street allowance.

The sub-grade shall be shaped to conform to the required longitudinal grade and cross-section and shall have a cross-fall of 3% from the centreline of roadway to each side. If considered necessary by the Engineer, the sub-grade shall be compacted with suitable
mechanical compaction equipment as required to produce a solid base for the road gravel. All soft spots shall be excavated and backfilled with granular base material. The granular base shall be laid on dry, smooth, properly graded sub-grade and shall be spread for the required width of surface plus shoulders and tapered at the edges to meet the edge of sub-grade. The granular road base shall consist of a bottom course of 300 mm minimum consolidated Granular “B” full width across the roadway and shoulders, a top course 150 mm minimum Granular “A” full width across the roadway and shoulders conforming in all respects to the Ontario Provincial Standard Specifications. The granular materials shall be spread in layers of 150 mm maximum compacted depths, and each layer shall be thoroughly compacted. No granular base or surface material shall be placed until the grade on which it is to be laid has been inspected and approved by the Municipality’s Engineer. During and between construction seasons, the granular base shall be maintained suitable for vehicular and pedestrian traffic, including dust control with dust suppressants that have been approved by the Ministry of the Environment.

2.5 Roadway Surface
The roadway surface shall consist of 40 mm of Hot Mix H.L.-3 over 40 mm of Hot Mix H.L.-4 placed with 2% cross-fall unless otherwise indicated on the plan. The Hot Mix H.L.-3 surface course asphalt shall not be placed until the road base has been in place through one winter season. The placing of asphalt shall conform to OPSS 310.

2.6 Curbs
Concrete curb and gutter, where required, shall conform to OPSD 600.100 and shall be installed in conformance with OPSS 353.

Pipe sub-drains shall be provided under all curb and gutter unless it is deemed unnecessary by a qualified soils consultant.

3. SERVICE LAYOUT PLAN
A General Plan shall be submitted indicating the proposed locations of telephone cables and terminals, Hydro wires and transformers, gas mains, coaxial television cables as well as water mains, including fire hydrants, and storm and sanitary sewers. All locations must be established and resolved by the Developer’s Engineer in conjunction with the utility companies all conforming to the locations shown on the typical road cross-sections, attached.

4. TELEPHONE AND OTHER BURIED CABLE (EXCLUDING HYDRO)
All telephone service shall be underground unless not feasible and approved by the Municipality. The Developer must bear the cost of any surcharges for underground installation made by the utility company and must grant any necessary easements for their services.

5. HYDRO
Hydro service shall be underground unless not feasible and approved by the Municipality. Transformers shall be pad mounted. The Developer must bear the cost of any charges for underground installation and must grant any necessary easements for services. For Subdivisions situated within areas classified as “Infilling” by the Council, the Hydro service may, at the option of the Municipality, be overhead.

6. GAS
Minimum depth to be 0.9 m without exception. All proposed locations shall be approved by the Municipality prior to installation and shall conform to the Municipality’s road cross-section attached.

7. STREET LIGHTING
The minimum standard for street lighting shall be 150 W HPS set on 9 m sectional steel poles. Each light must be controlled by a dusk to dawn photoelectric cell. The lights shall be a dark sky standard. Power feed shall be completely underground. The lights shall generally be placed on the south or east side of the road. The normal spacing along the street between the lights shall be 60 m but may be increased at the Municipality’s direction to a maximum of 75 m in special instances. Particular care shall be taken to adequately illuminate the intersections. Under no circumstances shall street light poles be located in the front slope or centreline of ditches.

Where overhead Hydro has been permitted, for reasons noted in the Hydro clause above, the poles, if they are located on the road allowance, may be used to carry the street lighting. The type, power, height and spacing requirements shall be as set out above.
Upgraded street lighting shall be paid for by the Developer, subject to the approval of the Municipality, and an on-going maintenance agreement must be entered into with the Municipality should upgraded lighting be approved.

8. STREET AND TRAFFIC SIGNS

8.1 Street Names
Proposed street names shall be subject to the approval of the Municipality.

8.2 Street Name Signs
All street name signs shall conform to the Municipality and Emergency 911 Signing Policy.

At each intersection there shall be erected an approved double unit street name sign. The signs will be provided by the Municipality at the Developer’s expense and mounted on 50 mm round galvanized metal posts, 3.75 m long, imbedded 1.2 m in the ground with 0.05 m$^3$ of 15 MPa concrete.

8.3 Traffic Signs
Traffic signs shall be provided by the Developer and mounted on approved metal posts imbedded 1.2 m in the ground. These signs shall be of a standard type approved by the Ministry of Transportation and shall be located as required by the Municipality following the passing of a By-Law for their installation.

8.4 House Numbers
The Municipality may allocate house numbers to each dwelling to be erected within the Plan. It shall be the responsibility of the Developer to advise subsequent purchasers of each lot of the correct house numbers if house numbers have been allocated.

9. GUIDE RAILS
On fills higher than 2 m, 3-cable guardrail shall be installed conforming to Ontario Provincial Standards.

10. WALKWAYS
All walkways, shown on the plan, shall be constructed by the Developer. Walkways shall have a 150 mm depth of Granular “A” on a properly prepared foundation and shall be paved with 50 mm of Hot Mix Asphalt, H.L.-3, to a minimum width of 1.8 m.

A 1.2 m high chain link fence shall be placed along both sides of the walkway with posts placed at each end to exclude vehicular traffic.

11. DRAINAGE

11.1 Drainage Report
A Drainage Report and Plan setting out the existing and proposed drainage pattern shall be submitted to and approved by the Municipality’s Engineer. This report shall pay particular attention to the following:

   a) Possible areas within the Subdivision not having suitable drainage outlets,
   b) The possible obstruction of natural drainage patterns by development and buildings,
   c) Drainage outlets for the Subdivision,
   d) Natural watercourses entering the Subdivision and adjacent lands draining to and from the Subdivision, and
   e) Accumulated flows at all proposed drainage structures.

This report shall show the recommendations for dealing with all drainage which affects the design of drainage works for the development and such recommendations, when approved by the Municipality’s Engineer and the construction authority, shall be incorporated in the Engineering drawings.

11.2 Ditches and Culverts
Ditches and culverts shall be sized to take the total expected storm runoff calculated by a recognized Engineering method such as the Rational Method. Ditches shall be constructed on all roads as follows:

   a) Distance centre to centre of ditches to be as required for the depth of ditch and side slopes.
b) Depth below finished centreline grade shall be:
   - Maximum: 1.2 m
   - Minimum: 0.6 m

c) Ditch grade shall be:
   - Maximum: 6.0%
   - Minimum: 0.2%

d) In exceptional cases and where ditches are on easements off the road allowance, ditches with grades greater than 6% may be allowed by the Engineer, but these shall be suitably protected against erosion by such means as rip-rap or gabions.

e) Ditches through easements exceeding 1.2 m in depth may be required to be fenced-off with standard 1.2 m high chain link fence.

f) Where considered necessary by the Municipality’s Engineer, stormwater shall be piped.

The minimum ditch protection on ditches shall be 75 mm of topsoil and sod (staked sodding or rip-rap may be required on the side slopes and bottoms of ditches in certain cases subject to ditch gradients and as required by the Municipality’s Engineer). The Municipality, at their discretion, may allow seed and mulch in some areas.

Normal ditch to ditch road culverts shall be installed where required as follows:
   a) Minimum length: as required from centre of ditch to centre of ditch
   b) Minimum size: 500 mm diameter
   c) Material: standard galvanized corrugated pipe as recommended by manufacturer for H 20 highway loading, minimum thickness 2.0 mm
   d) Cover: 300 mm minimum for road crossing (at the shoulder)
   e) Bedding: culverts shall be bedded and backfilled with granular material in accordance with Ontario Provincial Standards

Where it is necessary to construct culverts under roadways or driveways larger than the minimum size, the cross-sectional end area shall be calculated by the Rational Design Method as noted previously. The culverts shall be of reinforced concrete or corrugated metal and detail drawings and calculations shall be submitted for the approval of the Municipality’s Engineer. The Municipality’s Engineer may require posts to be placed to mark the locations of the ends of the culverts.

Driveway entrance culverts for each lot shall be installed by the Developer and shall be a minimum size of 400 mm diameter, a minimum metal thickness of 1.6 mm, and have a minimum length of 8 m.

12. LOT GRADING

12.1 Lot Grading Plan
A Lot Grading Plan shall be submitted and approved by the Municipality’s Engineer.
The plan shall show existing elevations for each lot corner, along with contours plotted at 1 m intervals (maximum).
Proposed elevations for the street centreline, lot corners, and building envelope for each building shall be shown.
Proposed location and elevation for tile field (where applicable).
All lots shall be filled so that the whole lot to at least 3 m beyond the building line shall be at least 0.3 m and not more than 1.5 m above the finished elevation of the street opposite the centre of the lot.

NOTE: Where lots are greater in size than 0.3 ha, the following criteria shall apply in lieu of the above.

12.2 Lot Grading Criteria
6) The system of roadside ditches and cut-off ditches, as shown on the proposed drainage plan, shall not be altered by grading the individual lots.
7) The natural surface drainage between lots, except as modified in the drainage plan, shall be maintained wherever possible.
8) Lot grading shall normally be limited to the following areas:
   a) Access driveways
   b) Building site and manoeuvring area of 10 m width maximum on any side
   c) Private domestic sewage disposal system including tanks and leaching bed areas.
12.3 Driveways
Modification to the natural surface drainage necessitated by driveways shall be minimized.

Wherever possible, the driveway drainage system shall be directed to the nearest roadside ditch.

In no case shall the runoff from driveways be directed toward an adjoining lot unless such runoff follows an existing natural watercourse or depression.

12.4 Building Sites
In no case shall the runoff from the building site be directed toward an adjoining lot unless such runoff follows an existing natural watercourse.

12.5 Private Domestic Sewage Disposal System
Grading of the septic tank and leaching bed areas shall be minimized and shall not exceed the boundaries of the system approved by the Authority approving such systems.

In no case shall the surface runoff from the disposal system site be directed toward an adjoining lot unless such runoff follows an existing natural watercourse or depression, nor shall any drainage be directed into the leaching bed area.

12.6 Exceptions
Exceptions to the criteria set out above may be made if the on-site drainage is directed via an existing or approved man made watercourse or depression to the adjoining roadside ditch or to an adjoining cut-off ditch as shown on the drainage plan.

In no case shall drainage from any leaching bed be directed to any watercourse or ditch.

12.7 Topsoil
All topsoil removed from the lands shall be stockpiled during grading operations and, as each structure or building is completed, shall be replaced to the same depth as existed prior to removal or as otherwise specified by the Municipality’s Engineer. This shall include all surfaces not covered by buildings, driveways, or pavements. Topsoil shall be removed from the site only with the written approval of the Municipality.

12.8 Weeds
The Developer shall cut all weeds, including grasses, other than in wooded areas, a minimum of once a year. At no time shall any growth exceed 300 mm in height.

12.9 Sodding or Seeding Yards
The Developer agrees to sod or seed all portions of lands on the plan where the natural vegetation has been disturbed and to obtain a healthy growth prior to applying for a release of this Subdivision Agreement.

13. WATER DISTRIBUTION SYSTEM

13.1 General
Watermains and house services shall be provided to serve the whole of the Subdivision. Design and installation shall be in accordance with Ontario Provincial Standard Drawings, OPSD 1100 Series and Ontario Provincial Standard Specification 701.

A general plan of the subdivision showing the complete watermain system for the entire subdivision must be submitted prior to the development of detailed plans. Detailed plans and profiles of each watermain drawn to the same scales as for the roads shall be submitted. Typical details of service connections, hydrants, valves, and all fittings including detail drawings of the proposed supply system (if not connected to an existing supply system), shall be shown at a scale of not less than 1:50. Due to future maintenance costs, the construction of small communal water supply systems will be discouraged. A preliminary design of the proposed work must be submitted to the Municipality’s Engineer for approval in principle.

The design of the proposed water supply and distribution system shall be submitted to the Ministry of the Environment for approval and final approval by the Municipality will not be given until the Certificate of Approval and the Permit to Take Water (if required) have been obtained from the Ministry of the Environment.
13.2 Watermain Locations
Watermains shall be in separate trenches and shall be located 4.6 m from the street line, provided that this location does not conflict with ditch locations.

13.3 Extra Mains and Extra Fittings
No roadway leading out of the Subdivision shall be completed and accepted by the Municipality until connecting watermains are installed complete to the subdivision limits.

Extra fittings shall be installed at any point on the watermains required by the Municipality’s Engineer to provide for future connections.

13.4 Watermain Pipe
Watermain pipe shall be 1120 kPa (D.R.18) PVC (poly vinyl chloride) with rubber gasket joint fittings.

13.5 Watermain Size
The minimum size shall be 150 mm diameter for residential areas and the Municipality may require larger mains in certain locations for circulation or other reasons.

13.6 Anode Installation
For all mechanical joint fittings and couplings used with either ductile iron or PVC pipe, a sacrificial zinc nut shall be installed on each bolt in addition to the normal nut. They shall be of protecto-cap type for the Cathodic Protection. Install protecto-cap nut as second nut in all cases.

Connect anode copper lead wire to pipe, valve, fitting, hydrant, etc, with “caldweld” type connection. Connect to main stops or curb stops with the electrical ground connections supplied. Place anode in trench a minimum of 500 mm from pipe, valve, fitting, etc. Complete installation shall conform to anode manufacturer’s recommendations.

See OPSD 1109.011 for general details.

13.7 Services
Services shall be a minimum of 20 mm diameter Municipex by Rehau or approved equivalent.. A curb stop shall be installed for each house.

Main stops shall be used on each service.

Water services to private property shall be installed to the property to be served and in no case cross a property line into or pass through other private property.

All water services and other works required on any section of watermain shall be completed prior to construction of finished roads and ditches.

Water service fittings shall be as used by the Municipality as follows:

- Main stop: Mueller H-15008 or equivalent
- Curb stop: Mueller H-15207 or equivalent
- Service box: Mueller A-726 or equivalent

All curb stops will include a stainless steel extension rod to within 450 mm of the surface.

13.8 Cover on Watermains and Services
The minimum cover on watermains and services shall be 1.8 m at all points.

13.9 Valves
Generally, gate valves shall be installed on the line of street lines in all directions from an intersection.

Where streets extend for greater than normal distances without intersections, the Municipality’s Engineer may require an extra valve in the main at an intermediate point.

All points of termination of a stage of construction shall be braced with two (2) additional lengths of watermain pipe beyond the gate valve. Watermain pipe terminations shall be plugged and braced.
Where watermain valves are located under travelled road surfaces, the top of the operating box shall be set flush with road grade paved surface.

13.10 Testing and Disinfecting
Pressure leakage tests shall be performed on the completed water distribution system. A pressure of 1035 kPa shall be applied to the section of pipe being tested and maintained for a period of 1 hour. Any leaks detected during the pressure tests shall be repaired and the main re-tested.

Following the successful completion of the pressure test, a leakage test shall be performed in accordance with OPSS 701. The minimum test pressure will be 150 psi.

The Developer shall arrange the tests for sections of mains and shall inform the Municipality’s Engineer when a section is on test and ready for inspection.

Any sections failing the test shall be repaired and re-tested at the Developer’s expense.

Before being placed in service, the water system shall be disinfected by the Developer in accordance with the requirements of the Ministry of the Environment for chlorination of potable water supplies and to the satisfaction of the Municipality’s Engineer.

A minimum of two samples from the disinfected main will be tested at an approved laboratory and found to meet acceptable standards prior to any service being connected to a source for potable water.

13.11 Hydrants
Hydrants, shall be Canada Valve “Century” or approved equal. Hydrant leads shall be 150 mm diameter and shall have a shut-off valve, Darling 55 or approved equal, placed 1 m from the hydrant. All hydrants to be equipped with a pumper port and a storz quick connect fitting.

Hydrants shall be spaced at a maximum distance of 150 m in residential areas and 90 m in commercial and industrial areas.

A hydrant shall be placed at the end of every cul-de-sac and dead ended street.

Wherever possible, hydrants shall be located at corners 3 m back from the street line intersections and 0.3 m from the street line.

All hydrants shall normally be for a 2 m depth of trench with provision for extension at the surface for adjustment to street line grades. Hydrants shall be bedded in 19 mm screened, crushed stone and braced with poured concrete to the satisfaction of the Municipality’s Engineer.

13.12 Construction Sequence
All services shall be installed at the time of construction of the watermain and in advance of road construction. Backfill to watermains and services across roadways shall be granular material thoroughly compacted.

13.13 Sampling Stations
Sampling stations are to be Kupferle Eclipse # 88 with pedestal base suitable for 1.8m bury. Sampling station to include 19mm FIP inlet

14. STORM SEWERS

14.1 General
Where required, storm sewers shall be provided.

Main sewers and catch basin leads shall be installed prior to road base construction. Final plans shall be submitted to the Ministry of the Environment for approval and final approval by the Municipality will not be given until the Ministry’s Certificate of Approval is obtained.

14.2 Storm Sewer Outlet
The storm sewers shall be discharged at a point where the water discharge will do no damage to lands or roads and as approved by the Municipality, the Ministry of the Environment and the Conservation Authority.
14.3 Design Criteria
The storm sewer system shall be designed by a recognized engineering method such as the Rational Method using a Yarnell 5-year rainfall intensity curve and a minimum time of concentration of 15 minutes.

14.4 Sewer Pipe Material
Sewer pipe material shall be concrete pipe with rubber gasket connections conforming to ASTM C-1-ES, CSA A257.1 for pipes up to and including 450 mm diameter and ASTM C-76, CSA A257.2 for pipes over 450 mm diameter. Minimum size, including catch basin leads, shall be 300 mm.

Polyethylene or poly vinyl chloride storm sewers with a minimum pipe stiffness of 320 kPa may be substituted in sizes up to and including 750 mm Ø.

14.5 Sewer Construction
Pipes shall be bedded in accordance with the 800 Series of Ontario Provincial Standard Drawings. Sewer cuts across existing streets shall be backfilled with approved granular materials and thoroughly compacted in layers. The finished sewer shall be true to line and grade as shown on the plans. All sewer construction will conform to OPSS 410.

14.6 Manholes and Catch Basins
The catch basin manholes shall contain a sump having a minimum depth of 300 mm below the lowest invert. On sewers up to and including 450 mm diameter, manholes shall be installed no further apart than 100 m. Catch basins shall be provided on both sides of the street at all low areas, but no further apart than 75 m. Catch basins for depths up to 2 m between ground level and invert shall be 600 mm square. For depths in excess of 2 m, 1200 x 1200 mm catch basin manholes or precast 1200 mm diameter manholes shall be used.

Catch basins, manholes, and ditch inlets shall conform to Ontario Provincial Standard Drawings, OPSD-700 Series.

Manholes, frames and covers, and ditch inlets shall conform to Ontario Provincial Standard Drawings, OPSD-400 Series.

Catch basin leads shall be connected to the main sewer through a manhole except where the main sewer size exceeds 400 mm diameter, in which case, the lead may be connected directly to the main sewer using specially (preformed) fittings.

15. SANITARY SEWERS
15.1 General
Where sanitary treatment is available, sanitary sewers and house service connections to the street line shall be provided to serve the whole subdivision.

Drawings of the sewers, which shall be prepared by a professional engineer registered in the Province of Ontario, shall show the plan and profile of each main sewer drawn to the same scale as the roads and typical details of house service connections, pipe bedding, manholes, manhole covers and other appurtenances. Preliminary design of the proposed works must be submitted to the Municipality's Engineer for approval in principle. Testholes shall be excavated or bored and the results recorded.

Sewers and house service connections to the street line shall be installed prior to road base construction.

Final drawings of the system shall be submitted to the Ministry of the Environment for approval and final approval by the Municipality will not be given until the Ministry's Certificate of Approval is obtained.

15.2 Connection to Municipal System
The sanitary sewers shall be connected to the Municipal sanitary sewer system at locations approved by the Municipality and the Ministry of the Environment.

Rain water leaders, house perimeter tile drains, trench drains or sump pump discharge pipes, shall not be connected to the sanitary sewer system.
15.3 Sanitary Sewer Pipe Material
Main sewers shall be PVC SDR 35 with rubber gasket connections and of minimum size 200 mm diameter.

House service connections shall be PVC SDR 28 with rubber gasket connections and shall be 125 mm minimum diameter for single dwellings and 150 mm diameter for duplexes. Connections for multiple dwellings and commercial or industrial premises shall be of a type and size decided by the Municipality's Engineer.

15.4 Sanitary Sewer Construction
Sewer construction and pipe bedding shall conform to the requirements of OPSS 410 and OPSD 802 Series for sewer construction. Main sewers and house service connections across roadways shall be backfilled entirely with approved granular materials, thoroughly compacted in layers.

The finished sewer shall be true to line and grade as shown on the drawings.

15.5 House Service Connections
Minimum fall on house service connections shall be 2%, maximum 8%. Where the depth of sewer is excessive, a riser may be used at the main sewer as shown on OPSS 1006.020.

Shop manufactured “Tee” connections shall be used for house service connections on all sewers. No house service connections shall exceed 20 m in length without special approval of the Municipality.

All 125 mm diameter service connections shall be terminated at the property line with a 125 x 125 x 100 mm wye, complete with a 125 x 100 mm reducer, capped, and a 100 mm diameter pipe to the surface, capped. Service connections larger than 125 mm diameter, shall use the same arrangement, with the sizes of the fittings adjusted accordingly.

Connections to manholes shall enter the manhole no higher than 600 mm above the lowest invert except as otherwise approved by the Municipality’s Engineer.

15.6 Manholes
Manholes shall be provided at all changes in direction of the sewer and at all street intersections, but no further apart than 120 m. Manholes shall be precast concrete, conforming to OPSD-701 and shall generally be 1200 mm diameter. Larger sizes may be required depending on the size of the sewer. Benching shall be provided in all manholes. Manhole covers shall be in accordance with OPSD 401.010, Type “A”. Covers shall be set on a minimum of 3 and a maximum of 6 pre-manufactured liftings.

15.7 Testing of Sanitary Sewers
All testing shall be as per OPSS 410.

The Developer shall provide all labour, equipment and materials to carry out the tests. The Developer shall arrange the tests for sections of sewer between manholes and shall inform the Municipality's Engineer when a section is ready for testing.

Any sections of sewer which fail to meet the requirements of the specifications shall be repaired or replaced. Re-rounding techniques are unacceptable.

In addition to the above, if requested by the Municipality’s Engineer, all sections of sanitary sewer shall be examined by a television survey performed by an approved company. A video tape of the inspection shall be provided to the Municipality.
SCHEDULE "K" OF SUBDIVISION AGREEMENT

DECLARATION OF PROGRESS & COMPLETION

SUBDIVISION  
Kilsyth Meadows

DEVELOPER  
Barry’s Construction and Insulation Ltd.

DEVELOPER’S CONSULTING ENGINEER  
GM BluePlan Engineering

As required by the Agreement between the Corporation of the Township of Georgian Bluffs and the Developer dated:

1. The Developer hereby agrees and undertakes to complete the construction of the Works as required by the above mentioned Agreement in accordance with the time schedule for the completion of services as approved by the Township and more specifically in accordance with the following schedule and conditions:

   (1) Before any buildings erected on the lots or blocks in the Plan are occupied all the Requirements for Occupancy as set out in Item 41 shall be complied with.

   (2) Granular "B", and a minimum of 75 mm of Granular "A" on or before

   Prior to Substantial Completion

   (3) Grading, topsoiling and seeding of private blocks and parks on or before

   Prior to Substantial Completion

   (4) Boulevard restoration of all roads on or before

   Prior to Substantial Completion

   (5) Granular "A" and Hot Asphalt Base Course on or before

   Prior to Substantial Completion

2. The Developer further agrees, that the Township is hereby authorized to carry out, at his expense, any of the work set out in this Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Township’s authorization is limited only to that work required under the Declaration.

3. The Developer undertakes to keep all roads in a mud-free condition until such time as the roads, including boulevards, have been completed and assumed by Municipal By-law.

4. The Developer further agrees and the Township is hereby authorized to undertake any of the maintenance work as set out under Clause 3 above, not completed in accordance with Clause 18 of the Agreement at his expense, and without limiting the generality of the foregoing, the municipality’s cost shall be the cost of materials, equipment, rental, labour, payroll burden, plus 30% for overhead.

5. It is understood and agreed that should the Developer fail to construct the remaining works, as stipulated, and by such dates as provided by this undertaking, the Developer shall pay to the municipality, as predetermined liquidated damages, as stipulated in Section 12 – Declaration of Progress and Completion.

SIGNED  

Developer

Seal or Witness

Date