

# The Corporation of the Municipality of Brockton



## By-Law 2020-061

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### Being a By-Law to Authorize the Corporation of the Municipality of Brockton to Enter Into a Site Plan Agreement and a Development Agreement With 2369906 Ontario Ltd.

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**Whereas** the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by By-Law; and

**And Whereas** pursuant to Section 41, Subsection (7) of the *Planning Act* R.S.O 1990, c. P.13 as amended, authorizes the Corporation to require the owner of subject lands to enter into an agreement with the Corporation formalizing the nature, scope and details of the development on said subject lands; and

**And Whereas** the Council of the Corporation of the Municipality of Brockton has been approached by 2369906 Ontario Ltd. to develop certain property within the limits of the former Town of Walkerton for purposes of erecting buildings; and

**And Whereas** a holding provision was placed on the property to be developed by 2369906 Ontario Ltd. until such time as it entered into a Site Plan Agreement with the Corporation of the Municipality of Brockton;

**Now Therefore** the Council of The Corporation of the Municipality of Brockton enacts as follows:

- 1.0 That the Corporation enter into a Site Plan Agreement which shall detail certain terms and conditions of the proposed development by 2369906 Ontario Ltd. and this agreement, shall be attached hereto and marked as Schedule "A" and shall form an integral part of this by-law.
- 2.0 That the Corporation enter into a Development Agreement which shall detail certain terms and conditions of the proposed development by 2369906 Ontario Ltd. and this agreement, shall be attached hereto and marked as Schedule "B" and shall form an integral part of this by-law.
- 3.0 That the Mayor and Clerk are authorized to sign and execute the attached Site Plan Agreement and Development Agreement, as well as any other related documentation on behalf of the Corporation, including the Acknowledgment & Direction required to register the Site Plan Agreement and the Development Agreement.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "Crawford Street Site Plan and Development Agreements By-Law".

**Read, Enacted, Signed and Sealed this 12th day of May, 2020.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

Schedule "A"

**Municipality of Brockton**

**Site Plan Agreement**  
(Outside of the East Ridge Business Park)

This Agreement made this 12th day of May, 2020 and referred to as the  
"Site Plan Agreement"

BETWEEN:

hereinafter referred to as the "Owner"

-and-

The Corporation of the Municipality of Brockton  
hereinafter referred to as the "Corporation"

-and-

hereinafter referred to as the "Mortgagee"

**WHEREAS** the Owner represents and warrants that he is or will be the Owner of the lands described in Schedule "A" attached hereto (hereinafter called the "subject lands") which are affected by this Agreement;

**AND WHEREAS** in this Agreement "Owner" includes any subsequent Owner of the aforementioned subject lands;

**AND WHEREAS** the Corporation has enacted a Site Plan Control By-Law pursuant to the provision of Section 41, of the Planning Act RSO, 1990, as amended and the Corporation requires that all Owners of new structures including Garden Suites or additions to existing structures to be erected within the Municipality of Brockton, save and except single family residential and agricultural structures, be required to enter into a Site Plan Agreement with the Corporation that shall specify the details of the development;

**AND WHEREAS** the Owner wishes to undertake a development on the said lands in accordance with a Site Plan attached as Schedule "B" hereto, hereinafter called the "Approved Site Plan";

**AND WHEREAS** subsection (7) of the said Section 41 authorizes the Corporation to require the Owner of the subject lands to enter into an Agreement with the Corporation;

**AND WHEREAS** the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successor's on title;

**AND WHEREAS** the Corporation is of the opinion that it would not be proper or in the public interest to permit development of the subject lands unless assurances are given by the Owner that matters referred to in this Agreement are carried out in the manner hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** of lawful money of Canada now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the Corporation as follows:

**1. INTRODUCTION**

- 1.1. The Owner agrees to enter into a Site Plan Agreement with the Corporation, for the development of all buildings and structures located on the subject lands.
- 1.2. The Owner agrees to allow the Corporation **at the Owner's expense** to register or deposit this Agreement in the Registry Office for the County of Bruce against the subject lands.
- 1.3. Nothing in this Agreement shall relieve the Owner from complying with any other applicable Municipal requirements or by-laws.
- 1.4. The Owner hereby grants to the Corporation, its servants, agents and contractors, a license to enter the subject lands for the purposes of inspection of the works on the subject lands or for any purpose pursuant to the rights of the Corporation under this Agreement.

**2. SITE DEVELOPMENT**

- 2.1 The Owner agrees to undertake development on the subject lands, at his sole expense, in conformity with the Approved Site Plan as detailed in Schedule "B" attached hereto.
- 2.2 If the Owner fails to obtain a building permit within one (1) year of signing this Agreement then the Agreement is automatically terminated and the approval granted to the site plans is rescinded.
- 2.3 If the Owner has taken out a building permit but has not completed construction within two (2) years of the date of the permit, this Agreement is automatically terminated and the approval granted to the site plans is rescinded.
- 2.4 The Owner agrees to restore the municipal streets, to current standards, which have been disturbed or damaged during the course of construction, to the satisfaction of the Corporation.
- 2.5 The signing of any Agreement of Purchase and Sale of the subject lands or the transfer of ownership of the subject lands or the shares of the Owner prior to the completion of a Final Inspection will result in the cancellation of the Site Development Agreement save and except of the Performance Deposit which the Owner agrees to forfeit immediately to the Corporation.

**3. LANDSCAPING**

- 3.1 The Owner shall, at his own expense, install landscaping as indicated on the Approved Site Plan, within one (1) year of completion of the buildings.
- 3.2 The Owner agrees to erect all fences that are illustrated on the Approved Site Plan within one (1) year of the completion of the buildings.

**4. OUTSIDE STORAGE**

- 4.1 The Owner agrees that any outside storage is located within prescribed areas and screened from public view as shown on the Approved Site Plan. If and when outside storage is placed in locations beyond the approved locations, the Owner shall be considered to be in breach of this agreement and subject to penalties as prescribed in the Planning Act.

**5. REFUSE STORAGE**

- 5.1 The Owner agrees to arrange a private contractor for the collection of refuse and recycling for each unit within the development.

**6. LOADING, PARKING AND DRIVEWAYS**

- 6.1 The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Corporation's fire fighting equipment.
- 6.2 The Owner agrees that the surface treatment of any and all loading, parking area and driveways shall be constructed as set out on the Approved Site Plan and shall be surfaced with asphalt or cement and all parking stalls shall be visually identified by line painting.
- 6.3 The Owner agrees that any areas to be used for parking of motor vehicles shall comply with the parking requirements as contained in the Corporation's current Comprehensive Zoning By-Law.
- 6.4 The Owner shall be required to provide disabled parking as per any Corporation By-Law in place relating thereto and any requirements as applies to the Highway Traffic Act.

**7. SEWERS**

- 7.1 The Owner shall connect any required storm and sanitary sewers services, as shown on the Approved Site Plan, to the municipal sewers. Said connections to be **at the expense of the Owner**, subject to the required fees.

- 7.2 If sanitary or storm sewer mains do not exist in the area of the development or are not easily accessible, then the Owner will be required to cover the cost of extending existing sewer mains to the subject lands **at the Owner's expense**. This aforementioned work must be completed prior to a building permit being issued by the Corporation for any development on the subject lands. The Owner will pay the Corporation annual sewer rates.
- 7.3 Disposal of waste water shall be in compliance with the requirements of the Ministry of the Environment and the Corporation's current Sewer Use By-Law existing at the time.

## **8. WATER**

- 8.1 If water mains do not exist in the area of the development or are not easily accessible, then the Owner will be required to cover the cost of extending existing water mains to the subject lands **at the Owner's expense**. This aforementioned work must be completed prior to a building permit being issued by the Corporation for any development on the subject lands. The Owner agrees to be responsible for water rates.
- 8.2 The Owner shall **at their expense** connect to the existing watermain. The location of this connection shall be as shown on the Approved Site Plan, said connection to be **at the expense of the Owner**, subject to any required fees.
- 8.3 The parties hereto acknowledge that it is not the present intention of the Corporation to turn off the water at the watermain with respect to any existing private water service connections not utilized by the Owner; **PROVIDED** however that the Corporation reserves the right at any time to turn off the water **at the cost of the Owner**. In the meantime, the Owner for and on behalf of themselves and their heirs, executors, administrators, and assigns and their respective servants, workmen and agents, covenant and agree with the Corporation that they will not cause any damage directly or indirectly to any such unused watermain private service connections, including valve boxes and existing fire hydrants located on the subject lands of the Owner and in the event of any damage so caused by them or any of them, the **Owner shall bear the cost** of any repairs and/or replacements required by reason of such damage.

## **9. HYDRO**

- 9.1 The Owner shall contact Westario Power Holdings Inc. for purposes of finalizing any arrangement with regard to hydro services for the subject lands. The Owner shall be responsible for providing verification, in writing, to the Corporation from Westario Power Holdings Inc. that it has arranged for adequate and appropriate hydro services **at the Owner's expense** for the subject lands. The issuance of a building permit for the development shall be conditional upon this aforementioned verification.

## **10. DRAINAGE**

- 10.1 The Owner agrees that surface and roof drainage systems shall be designed and constructed to the satisfaction of the Corporation and as shown on the Approved Site Plan. Water shall not be directed onto any adjoining properties without the express approval of the so affected property owner within a registered drainage easement.
- 10.2 If required by the Corporation, the Owner agrees to submit a Storm Water Management Plan, prepared by a professional engineer, with the Site Plan, illustrating how stormwater will be detained on the site and discharged to the municipal drainage system at a rate no higher than the pre-development flows.

## **11. SIGNS**

- 11.1 The Owner shall indicate the location and size of any and all proposed signs on the Approved Site Plan. It is recognized that the content of the sign may change as building occupancy changes.

## **12. LIGHTING**

- 12.1 The Owner agrees that all lighting shall be constructed as shown on the Approved Site Plan and shall be oriented and its intensity so controlled to prevent a glare on adjacent roadways and properties. All parking lot lighting shall also comply with the Corporation's Dark Sky resolution.

### **13. MUNICIPAL EASEMENTS**

- 13.1 The Owner, shall at his/her own expense cause to be prepared, granted and registered the following easements:
- a) The easements as outline in the "Crawford Street Development Agreement"
  - b) Such other easements as may reasonably requested by the Corporation for future municipal purposes, provided that the Corporation will pay the cost of surveying and preparing any easement agreements so requested.

### **14. MAINTENANCE**

- 14.1 The Owner shall:
- a) Complete the works and other facilities required on the Approved Site Plan and this Agreement at its expense and to the satisfaction of the Corporation;
  - b) Maintain those works and facilities located on the subject lands to the satisfaction of the Corporation at the sole risk and expense of the Owner; and
  - c) At all times in the future, remove snow and ice from access ramps and driveways, parking areas, loading areas and walkways located on the subject lands.
- 14.2 Without limiting the generality of paragraph 14.1 (b), the Owner shall:
- a) Maintain all hedges, trees, shrubs, and other ground cover in a healthy state;
  - b) Keep any works and facilities shown on the plan with respect to landscaping in good repair; and
  - c) Refrain from doing anything that will have a detrimental effect on adjoining properties.
- 14.3 With respect to paragraph 14.1 (c), the Corporation acknowledges that it is impossible for the Owner to completely remove all snow and ice. The intention of paragraph 14.1 (c) is to protect people and property and to give easy access to and from the subject lands. The Owner is required to remove such snow and ice, do such salting and sanding, and do such other reasonable winter maintenance as is required from time to time to give such protection and access.

### **15. SITE PLAN INSPECTION AND OCCUPANCY**

- 15.1 The owner agrees that prior to occupancy of the building(s), he/she shall request a Site Plan Inspection conducted by the municipality. An agent or employee of the municipality shall inspect the site and note any deficiency associated with the project that requires remedy prior to occupancy. The municipality may permit occupancy if it is satisfied that the owner demonstrates their intention to complete and repair any deficiencies identified in the Site Plan Inspection report. All deficiencies shall be remedied prior to the refund of the Performance Deposit. Deficiencies shall be considered to be a breach of this agreement.
- 15.2 The owner agrees that prior to occupancy of the building(s) all services and roadworks being constructed under the "Crawford Street Development Agreement between 2369906 Ontario Ltd and the Municipality of Brockton" shall have been inspected by the Municipality and its Engineer and shall have received final acceptance by the Municipality per the terms of that agreement.

### **16. INDEMNITY**

- 16.1 The Owner will at all times indemnify and save harmless the Corporation of and from all losses, costs and damages which the Corporation may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this Agreement to be provided at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.
- 16.2 This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called "such persons") any rights against the Corporation with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of

the Corporation to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Corporation the provisions of Section 446 the Municipal Act 2001, as amended, shall apply.

- 16.3 If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing shall be done at the expense of the Owner, and the Corporation may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Corporation to enter upon the said subject lands and do such matter or things.

## **17. SEVERABILITY**

- 17.1 The clauses of this Agreement shall be deemed independent and the striking down or invalidity of any one or more of the clauses does not invalidate this Agreement or the remaining clauses.

## **18. PERFORMANCE DEPOSIT**

- 18.1 Prior to obtaining a Building Permit, the Owner agrees to provide the Corporation with a Performance Deposit in the amount of \$20,000.00. The purpose of this security is to:
- a) Ensure that the Owner constructs the project in compliance with the approved Site Plan;
  - b) Ensure the provision of all matters and facilities required pursuant to this Agreement
  - c) Ensure other applicable municipal requirements shall be met within the prescribed period of time;
  - d) To be used to cover the costs of any damage to municipal property during the course of construction.
- 18.2 The Performance Deposit shall be determined by the Corporation based upon a formula of 1% of the value of the project's construction (including land). The minimum Performance Deposit shall be \$3,000 and the maximum Performance Deposit shall be \$20,000. The Performance Deposit shall be in the form of cash, Certified Cheque, or by Irrevocable Letter of Credit.
- 18.3 The Performance Deposit shall be refunded to the Owner without interest upon satisfaction of the Final Site Plan Inspection. Upon non-completion within the time period set out in this Agreement, the Owner herein irrevocably agrees the security shall be forfeited absolutely to the Corporation as liquidated damages and not as penalty.

## **19. ADDITIONAL PERMITS**

- 19.1 The Owner acknowledges that the Corporation by approving the Site Plans, and entering into this Agreement, does not relieve the Owner from the requirements of obtaining any permit or license that may be required by the Corporation, the County of Bruce or any other agency, including any provincially appointed regulatory body or Ministry, before the proposed development can proceed.

## **20. TERMINATION OF AGREEMENT**

- 20.1 If this Agreement is automatically terminated, the Corporation is deemed to have withdrawn its consent to the proposed development and A Stop Work Order may be issued until the Owner has entered into a further Site Plan Agreement. No liability or other duty required of the Corporation under this Agreement shall be imposed on the Corporation should this Agreement be terminated. The Corporation is under no obligation to return any money paid under this Agreement.
- 20.2 Notwithstanding anything contained herein to the contrary, and subject to approval by the Corporation, if the Owner is delayed in substantially completing the construction of any work or facility required by this Agreement by any act beyond the Owner's reasonable control, the time for completion shall be extended by a period of time equal to such delay.

21. ESTOPPEL

21.1 The Owner further covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal, the right of the Corporation to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this paragraph may be pleaded as an estoppel against the Owner in any such proceeding.

22. MORTGAGEE’S COVENANTS

22.1 The Mortgagee hereby postpones its interest as Mortgagee under a mortgage registered on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as Number \_\_\_\_\_ to the terms of this Agreement.

22.2 The Mortgagee shall not be required, in its capacity as mortgagee:

- a) To install any works and services that have not been installed by the Owner;
- b) To complete the installation of any works and services that the Owner has started to install, but not completed, or
- c) To correct any deficiencies in works and services improperly installed by the Owner.

23. NOTICES

23.1 Any notices 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 or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

The Corporation of the Municipality of Brockton c/o Clerk 100 Scott Street P.O. Box 68 WALKERTON, Ontario N0G 2V0	<b>The Owner</b> 2369906 Ontario Ltd 10 Spitzig Avenue Walkerton, ON N0G 2V0
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23.2 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 party to whom it was mailed or sent on the second day following the day upon which it was received by 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 may, 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.

24. AGREEMENT RUNS WITH LAND

24.1 This Agreement shall inure to the benefit of the Corporation, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Owner and its successors and assigns.

This Agreement is also binding upon the Mortgagee and its respective heirs, executors, administrators, successors and assigns.

25. MUNICIPAL EXPENSES

25.1 The Owner shall pay to the Corporation a fee of \$114.00 plus the costs for all outside technical, professional and legal advice that the Corporation has incurred in order to approve the development covered by this agreement. External professional costs shall be paid in accordance with the “Crawford Street Development Agreement” from a deposit which will be maintained for the duration of the agreement or until final acceptance of the works by the Municipality. These expenses do not include internal administrative or technical services rendered by full time municipal staff.

25.2 The Owner agrees to pay to the Corporation by cash or Certified Cheque, a contribution for the Corporation’s municipal administrative services in the sum of \$1.08 per square metre (10 cents per square foot) based upon the building’s foot print for all residential, commercial and industrial developments. This fee will only be charged on the proposed

building(s). Staged development will be charged the necessary fees, once future development begins.

The total contribution for this development, based on 23,328 square feet will be \$2332.80 and shall be payable on execution of this Agreement and before the issuance of a building permit



**26. GENDER AND NUMBER**

26.1 In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

Signed, Sealed and Delivered  
In the Presence

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner**

Per: \_\_\_\_\_

The Corporation of the Municipality of Brockton

Per: \_\_\_\_\_  
Chris Peabody – Mayor

Per: \_\_\_\_\_  
Fiona Hamilton – Clerk

We have authority to bind the Corporation

**Mortgage**

Date:

Per: \_\_\_\_\_

Schedule A to Site Plan Agreement

Subject Lands

DESCRIPTION OF LANDS BEING DEVELOPED

LT 13 PL 96 (SUBDIVISION OF LT N PL 88); PT LT 12 PL 96 (SUBDIVISION OF LT N PL 88) AS IN R306325; BROCKTON, known municipally as 9 Crawford Street, Walkerton and bearing parcel identifier number 33199-0041 (LT) and LT 14 PL 96 (SUBDIVISION OF LT N PL 88); LT 15 PL 96 (SUBDIVISION OF LT N PL 88); LT 16 PL 96 (SUBDIVISION OF LT N PL 88); LT 17 PL 96, bearing parcel identifier number 33199-0040.

Schedule B to Site Plan Agreement

Approved Plans

The following plans and drawings form part of this Site Plan Agreement and are on file at the Clerk's Office for the Municipality of Brockton.

Site Plan Drawings

02003-C1	Crawford Street
02002-SS1	Site Servicing Plan
02003-SG1	Site Grading Plan
02003-DET2	Engineering Standards, Misc Details & Typical Cross Sections
02003-DET2	Miscellaneous Details

CAUTION:  
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS  
AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND  
STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS,  
AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH  
UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE  
STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE  
EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND  
SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

# CRAWFORD STREET TOWNHOUSES

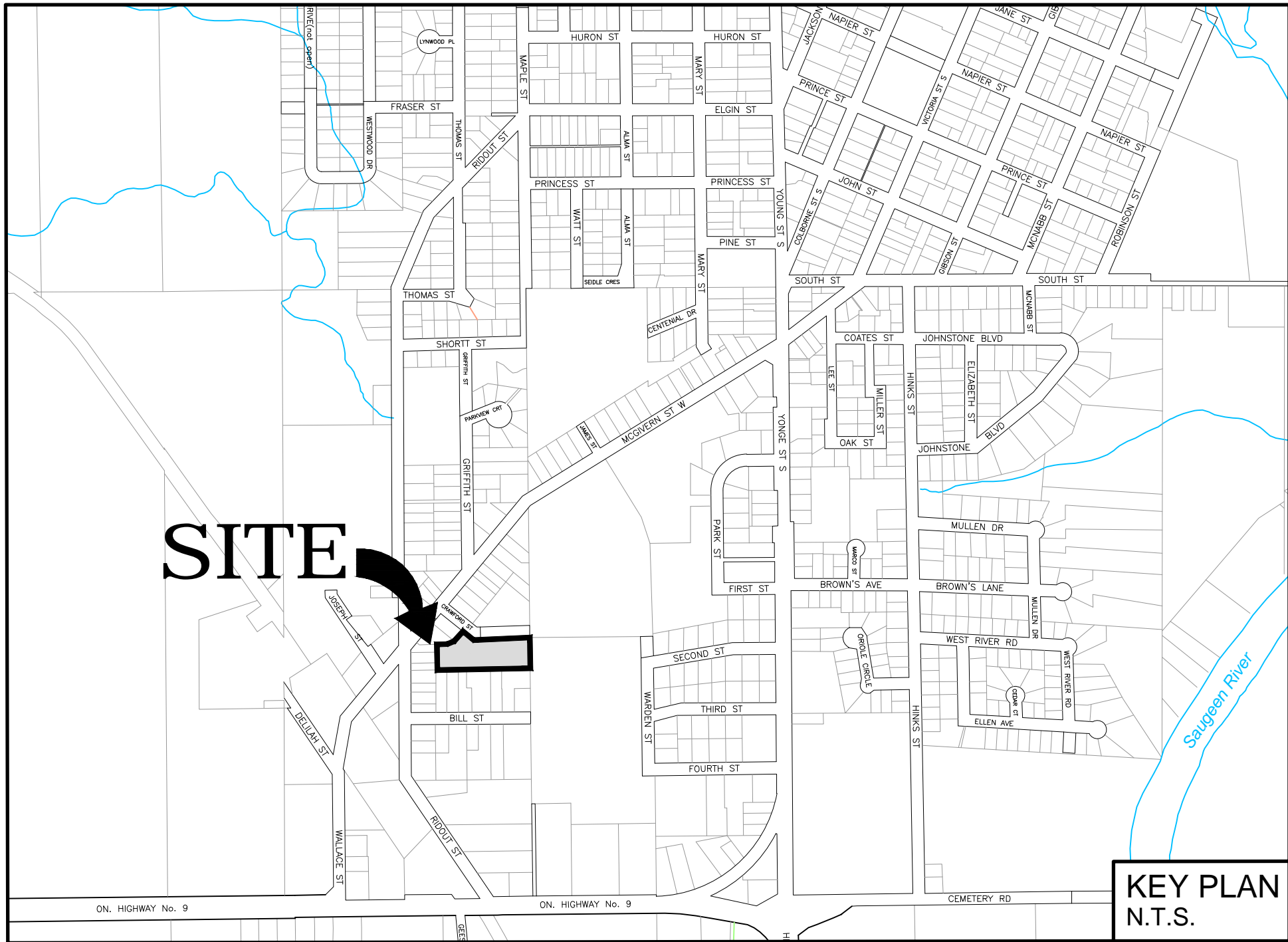
## MUNICIPALITY OF BROCKTON

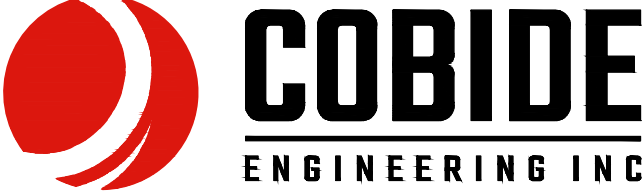
MAYOR : MR. CHRIS PEABODY  
CHIEF ADMINISTRATIVE OFFICER/ CLERK : MS. SONYA WATSON  
DIRECTOR OF OPERATIONS : MR. GREGORY FURTNEY

OWNER :  
2369906 Ontario Ltd.

index

SHEET No.	DESCRIPTION
02003-C1	CRAWFORD STREET STA. 0+000 TO STA. 0+120
02003-SS1	SITE SERVICING PLAN
02003-SG1	SITE GRADING PLAN
02003-DET2	ENGINEERING STANDARDS, MISCELLANEOUS DETAILS & TYPICAL CROSS-SECTIONS
02003-DET2	MISCELLANEOUS DETAILS



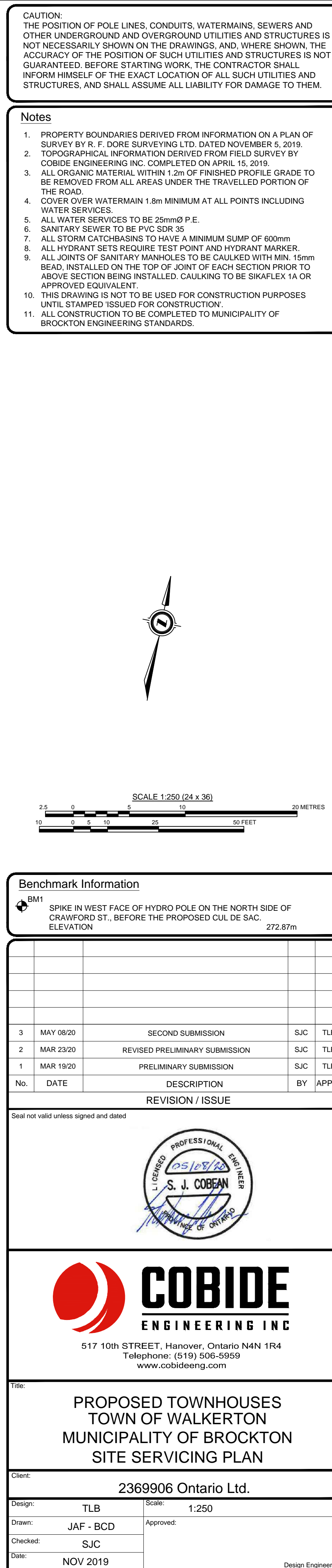
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2		MAR 23/20	REVISED PRELIMINARY SUBMISSION	SJC	TLB
1		MAR 19/20	PRELIMINARY SUBMISSION	SJC	TLB
No.	DATE	DESCRIPTION		BY	APPD
REVISION / ISSUE					
Seal not valid unless signed and dated					
<div><p>517 - 10th STREET, Hanover, Ontario N4N 1R4 Telephone: (519) 506-5959 www.cobideeng.com</p></div>					
Title: <b>PROPOSED TOWNHOUSES TOWN OF WALKERTON MUNICIPALITY OF BROCKTON TITLE SHEET</b>					
Client: <b>2369906 Ontario Ltd.</b>					
Design:	TLB	Scale:			
Drawn:	JAF - BCD	Approved:			
Checked:	SJC				
Date:	NOV 2019	Design Engineer			
DRAWING No.		02003-TS			

H:\s\p\02003 - Crawford Street Townhouses - Walkerton\Drawings\Submissions\2020-05-08 Second Submission\02003 Base 2020-05-06.dwg May 08, 2020 - 12:43pm

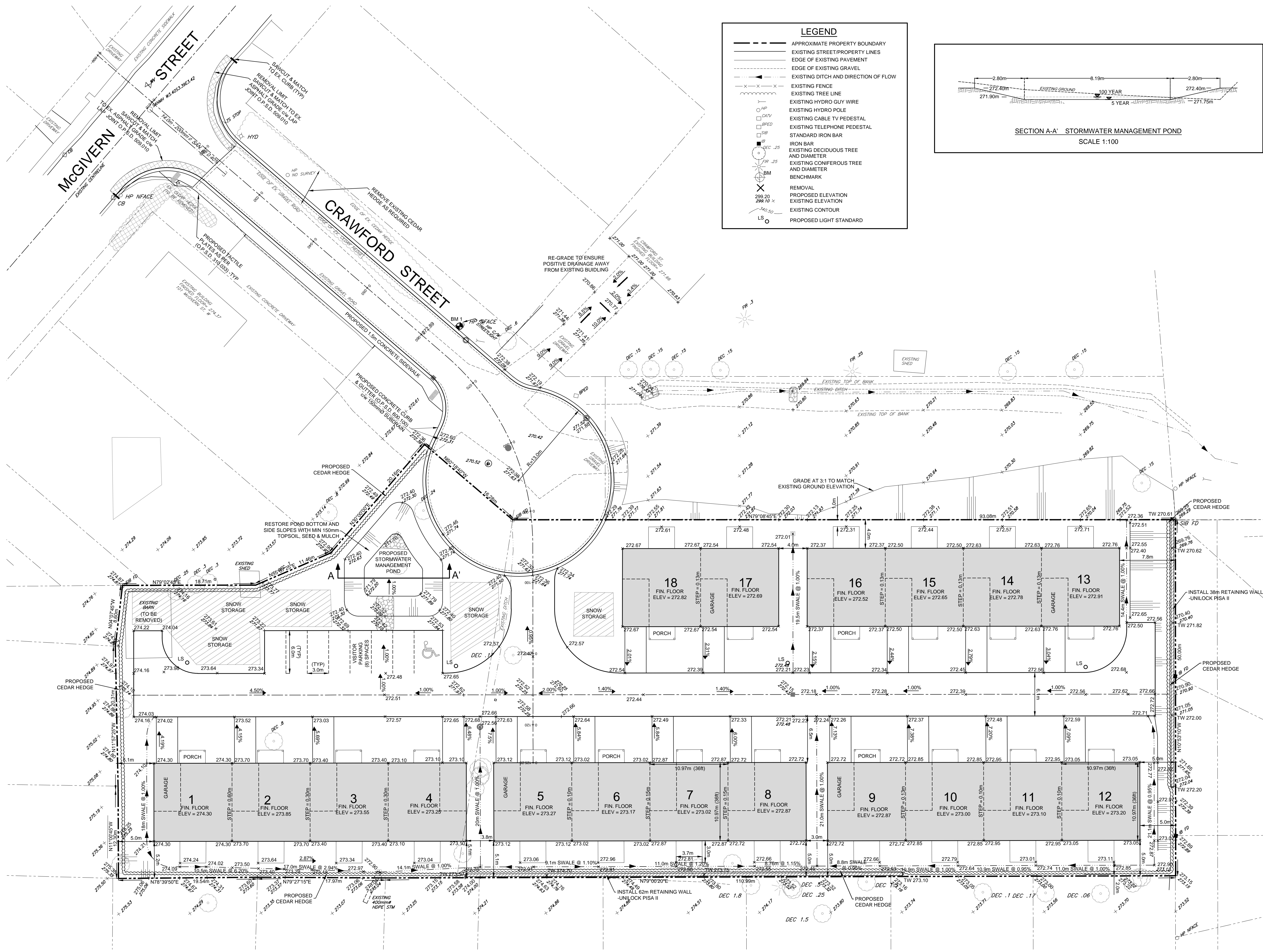






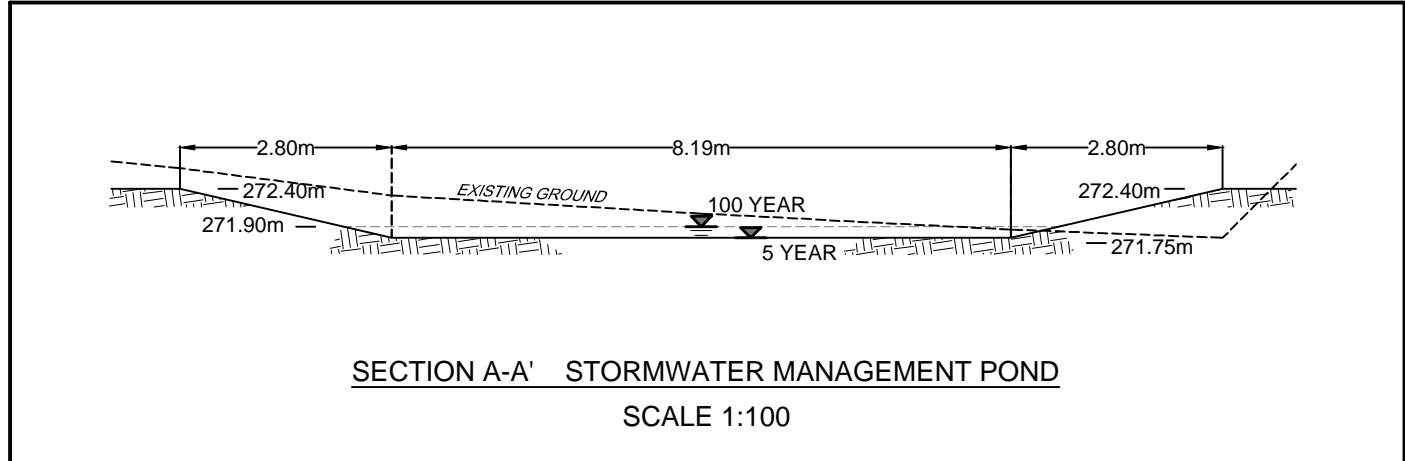






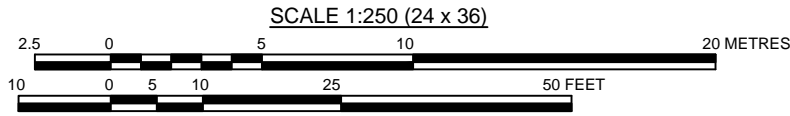
**LEGEND**

- APPROXIMATE PROPERTY BOUNDARY
- EXISTING STREET/PROPERTY LINES
- EDGE OF EXISTING PAVEMENT
- EXISTING DITCH AND DIRECTION OF FLOW
- EXISTING FENCE
- EXISTING TREE LINE
- EXISTING HYDRO GUY WIRE
- EXISTING HYDRO POLE
- EXISTING CABLE TV PEDESTAL
- EXISTING TELEPHONE PEDESTAL
- STANDARD IRON BAR
- IRON BAR
- EXISTING DECIDUOUS TREE AND DIAMETER
- EXISTING CONIFEROUS TREE AND DIAMETER
- BENCHMARK
- REMOVAL
- PROPOSED ELEVATION
- EXISTING ELEVATION
- EXISTING CONTOUR
- PROPOSED LIGHT STANDARD



CAUTION:  
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

- Notes**
- PROPERTY BOUNDARIES DERIVED FROM INFORMATION ON A PLAN OF SURVEY BY R. F. DORE SURVEYING LTD DATED NOVEMBER 6, 2018.
  - TOPOGRAPHICAL INFORMATION DERIVED FROM FIELD SURVEY BY COBIDE ENGINEERING INC. COMPLETED ON APRIL 15, 2019.
  - ALL ORGANIC MATERIAL WITHIN 1.2m OF FINISHED PROFILE GRADE TO BE REMOVED FROM ALL AREAS UNDER THE TRAVELLED PORTION OF THE ROAD.
  - COVER OVER WATERMAIN 1.8m MINIMUM AT ALL POINTS INCLUDING WATER SERVICES.
  - ALL WATER SERVICES TO BE 25mmØ P.E.
  - SANITARY SEWER TO BE PVC SDR 35
  - ALL STORM CATCHBASINS TO HAVE A MINIMUM SUMP OF 600mm.
  - ALL HYDRANT SETS REQUIRE TEST POINT AND HYDRANT MARKER.
  - ALL JOINTS OF SANITARY MANHOLES TO BE CAULKED WITH MIN. 15mm BEAD, INSTALLED ON THE TOP OF JOINT OF EACH SECTION PRIOR TO ABOVE SECTION BEING INSTALLED. CAULKING TO BE SIKAFLEX 1A OR APPROVED EQUIVALENT.
  - THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL STAMPED ISSUED FOR CONSTRUCTION.
  - ALL CONSTRUCTION TO BE COMPLETED TO MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.



**Benchmark Information**

BM1 SPIKE IN WEST FACE OF HYDRO POLE ON THE NORTH SIDE OF CRAWFORD ST., BEFORE THE PROPOSED CUL DE SAC. ELEVATION 272.87m

No.	DATE	DESCRIPTION	BY	APPD
3	MAY 08/20	SECOND SUBMISSION	SJC	TLB
2	MAR 23/20	REVISED PRELIMINARY SUBMISSION	SJC	TLB
1	MAR 19/20	PRELIMINARY SUBMISSION	SJC	TLB
REVISION / ISSUE				



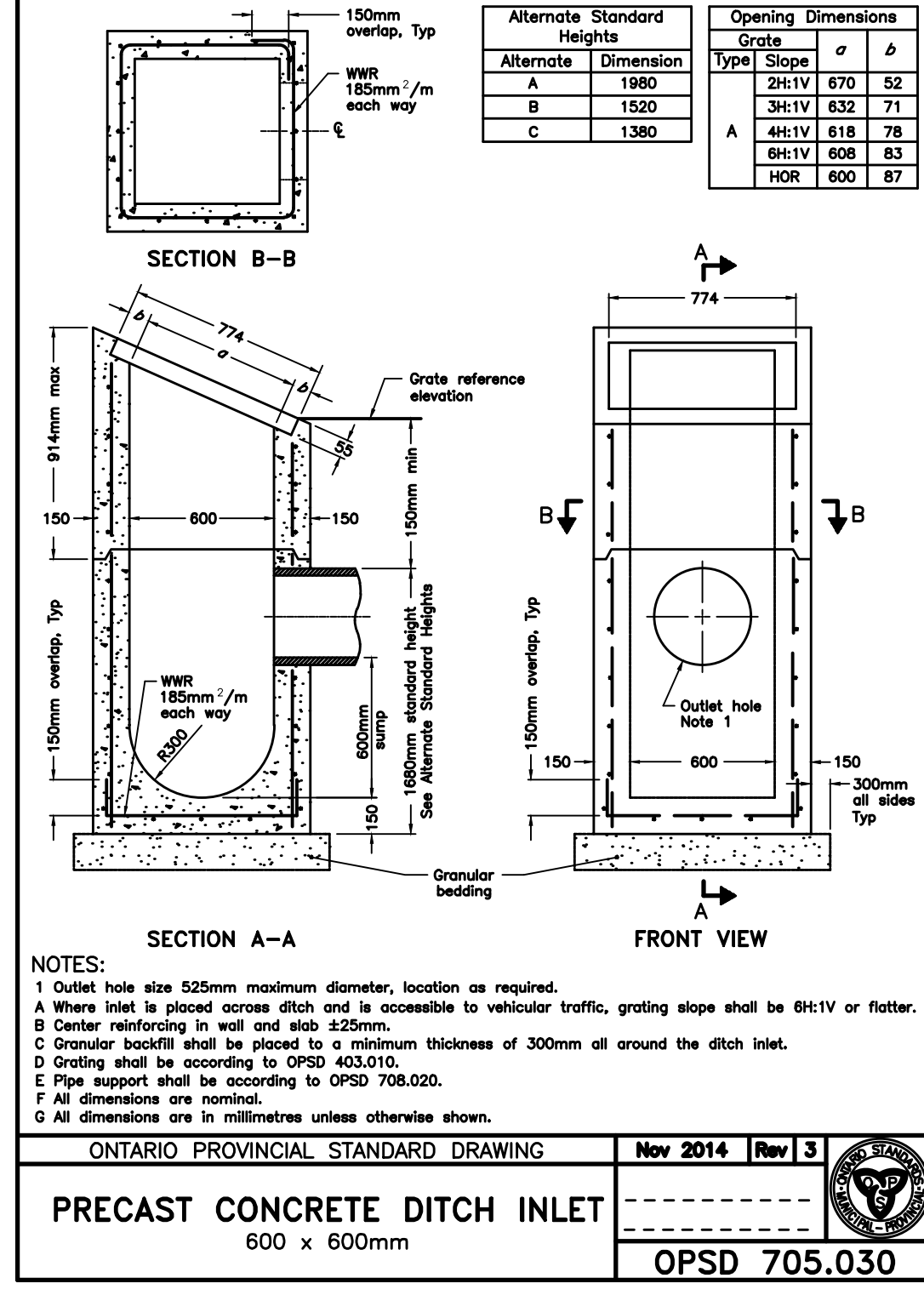
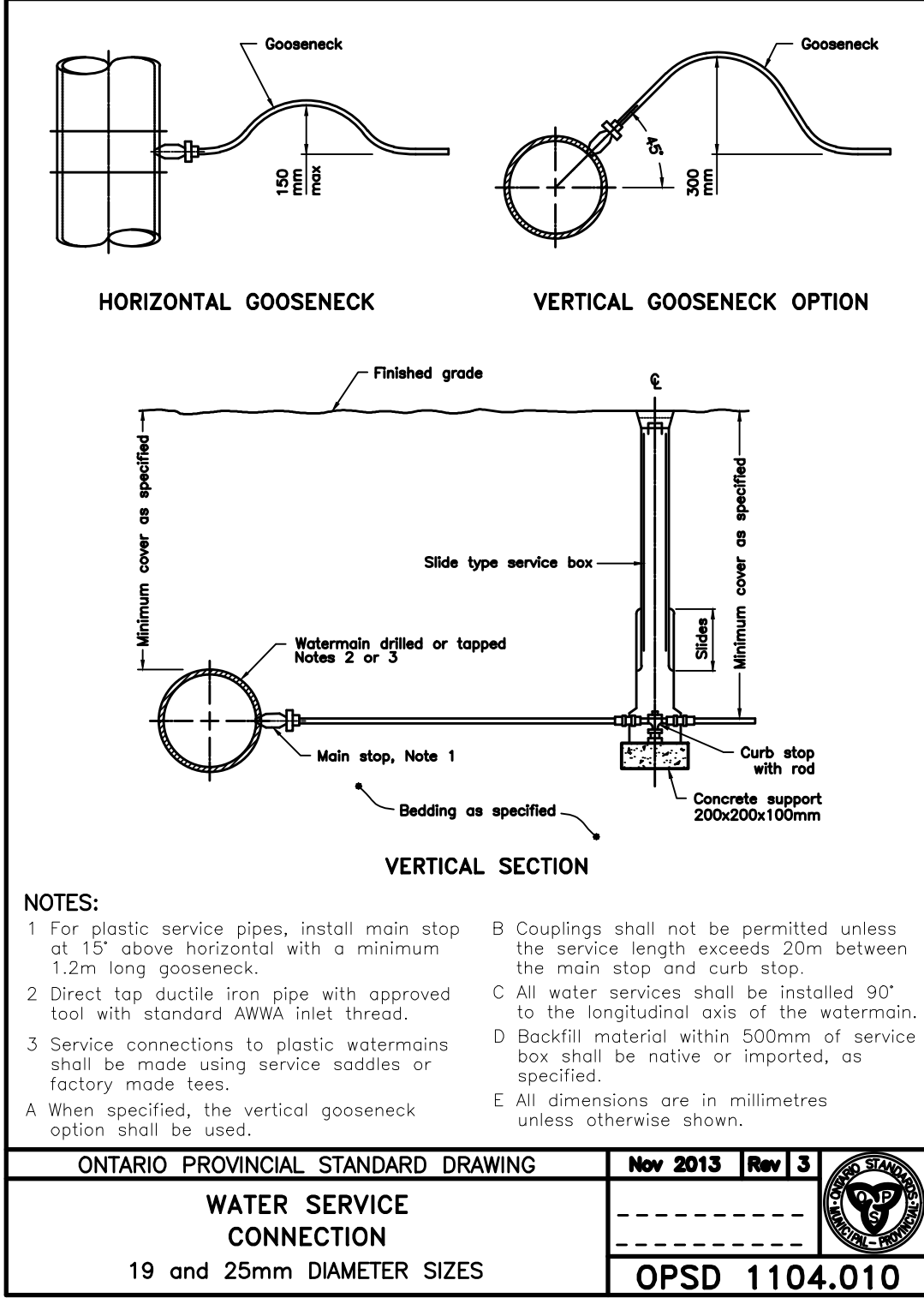
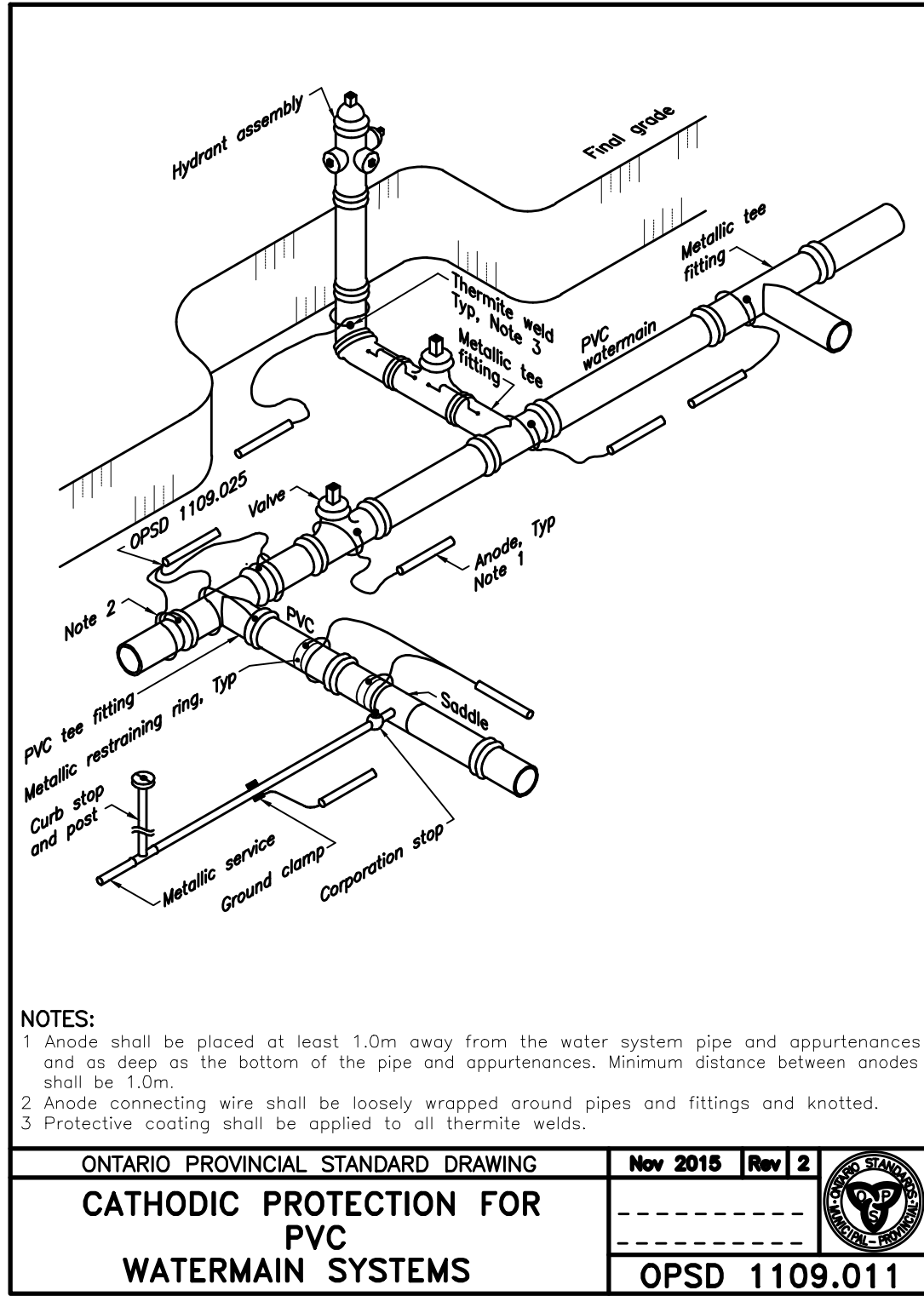
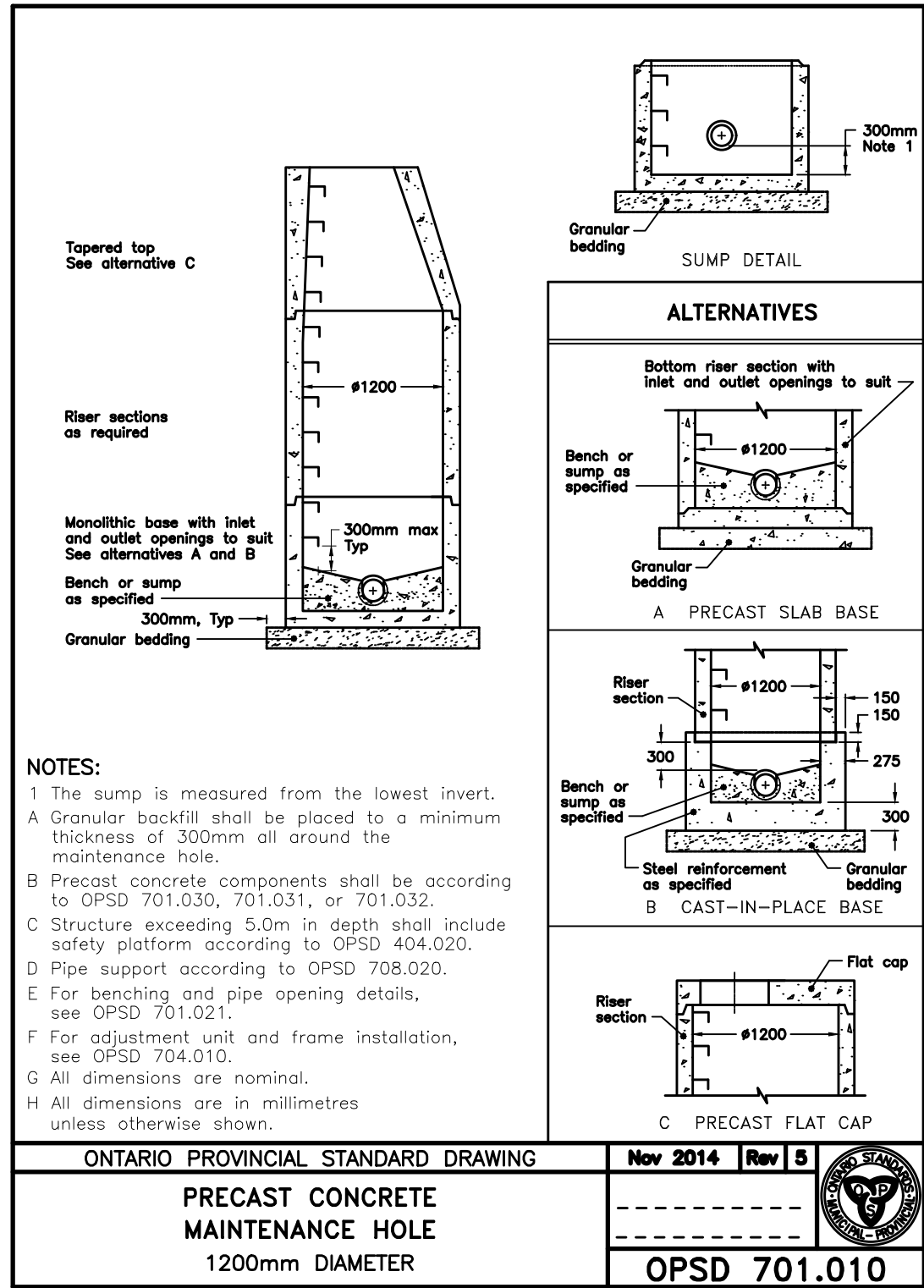
**COBIDE ENGINEERING INC.**

517 10th STREET, Hanover, Ontario N4N 1R4  
Telephone: (519) 506-5959  
www.cobideeng.com

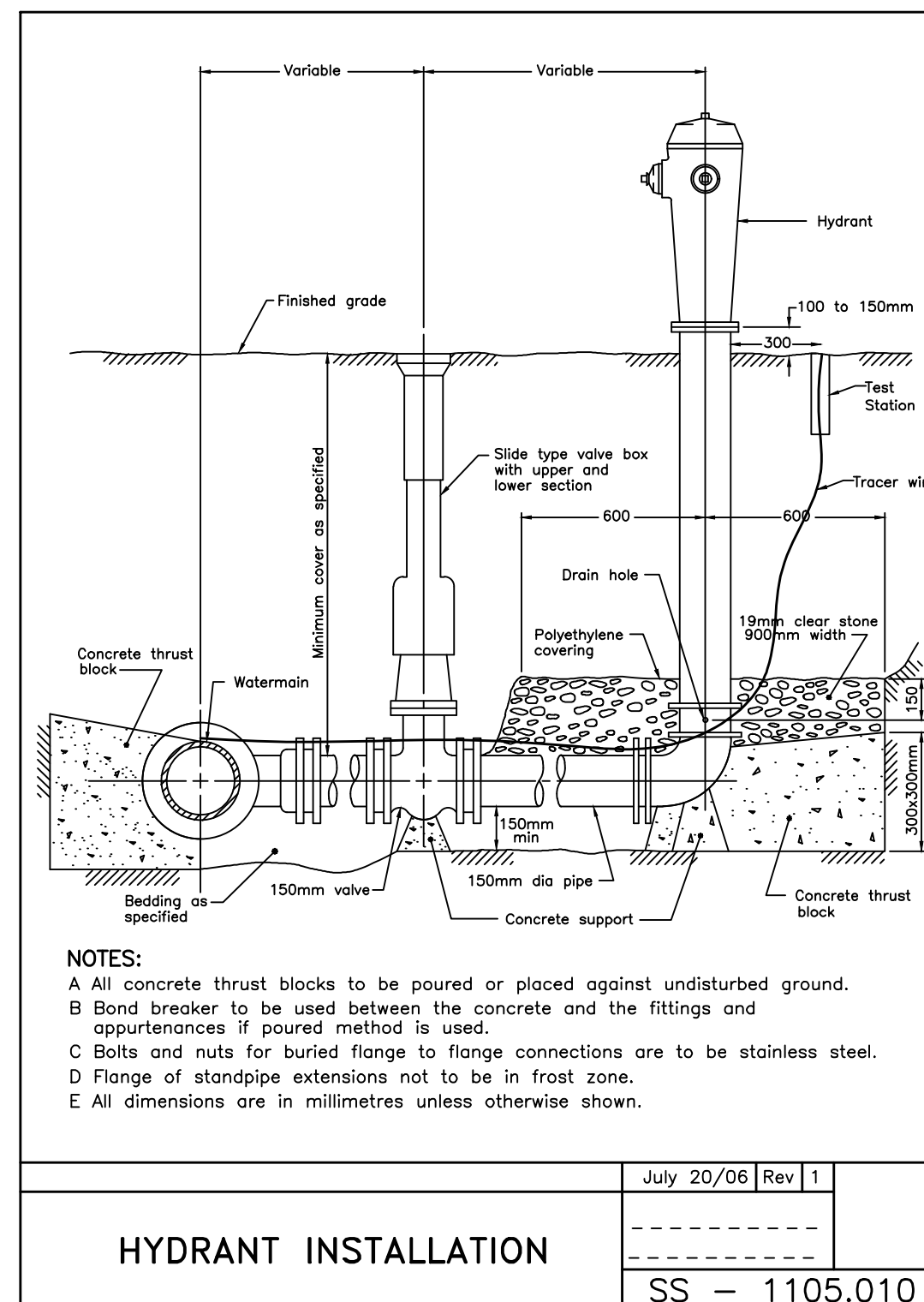
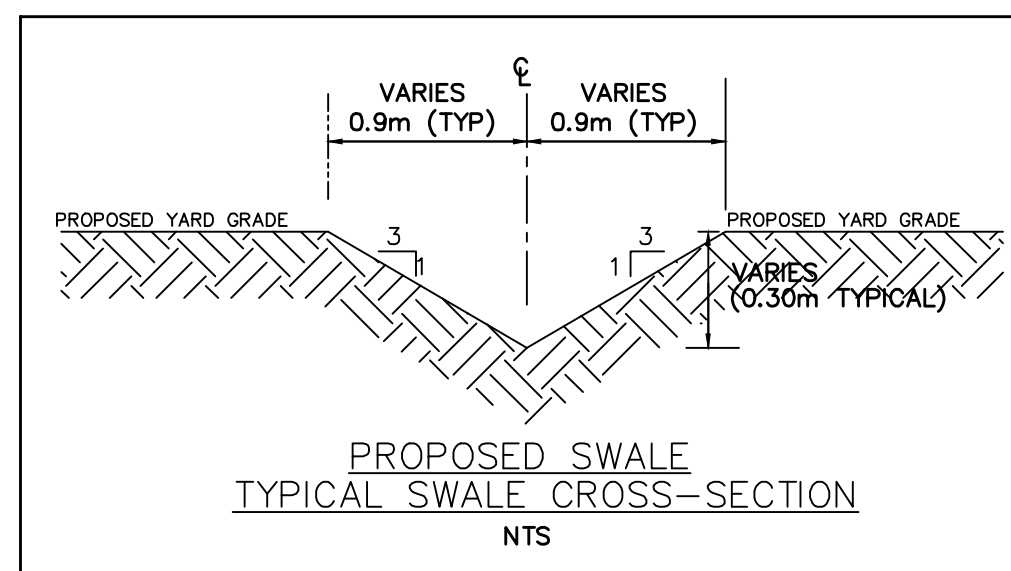
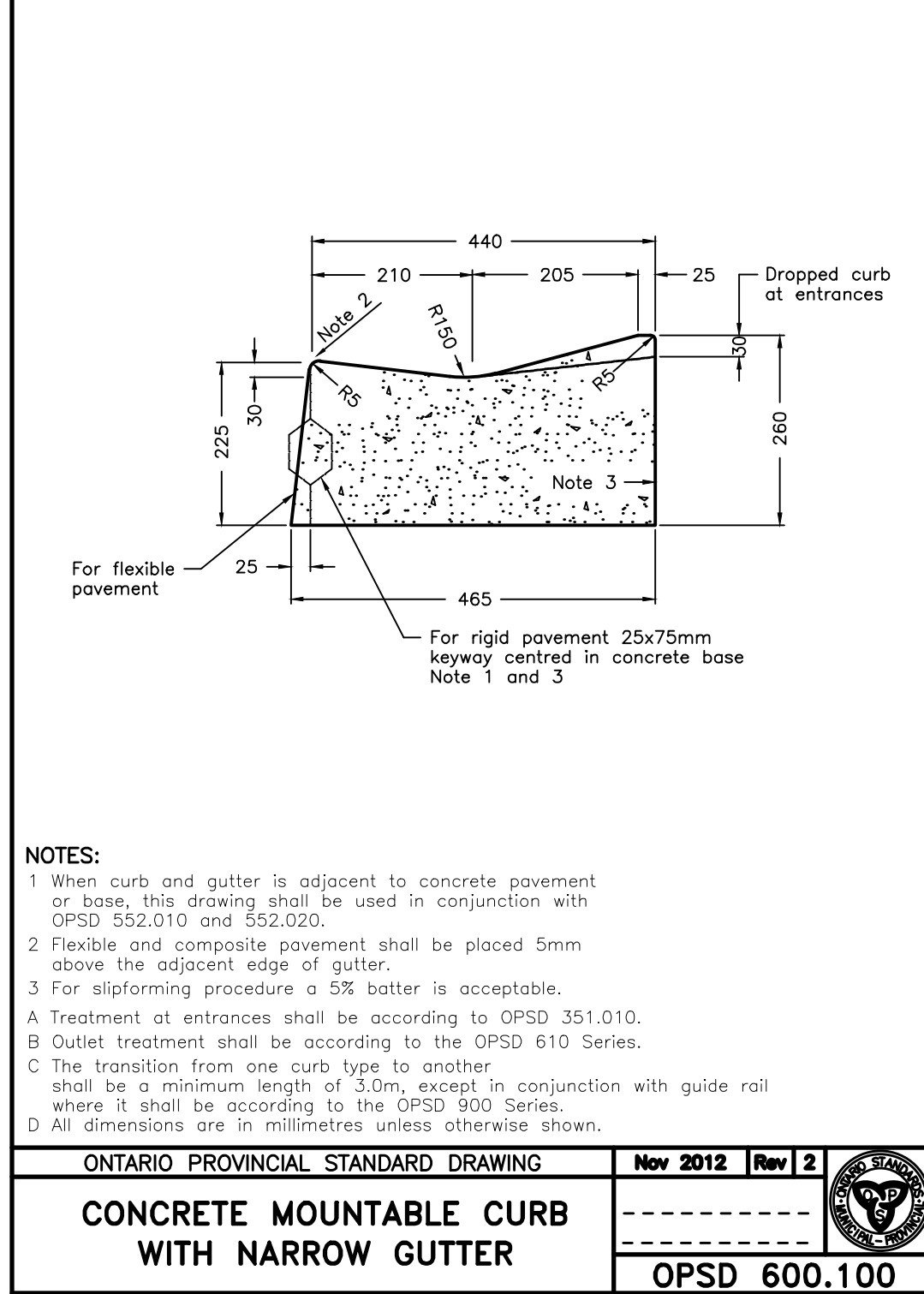
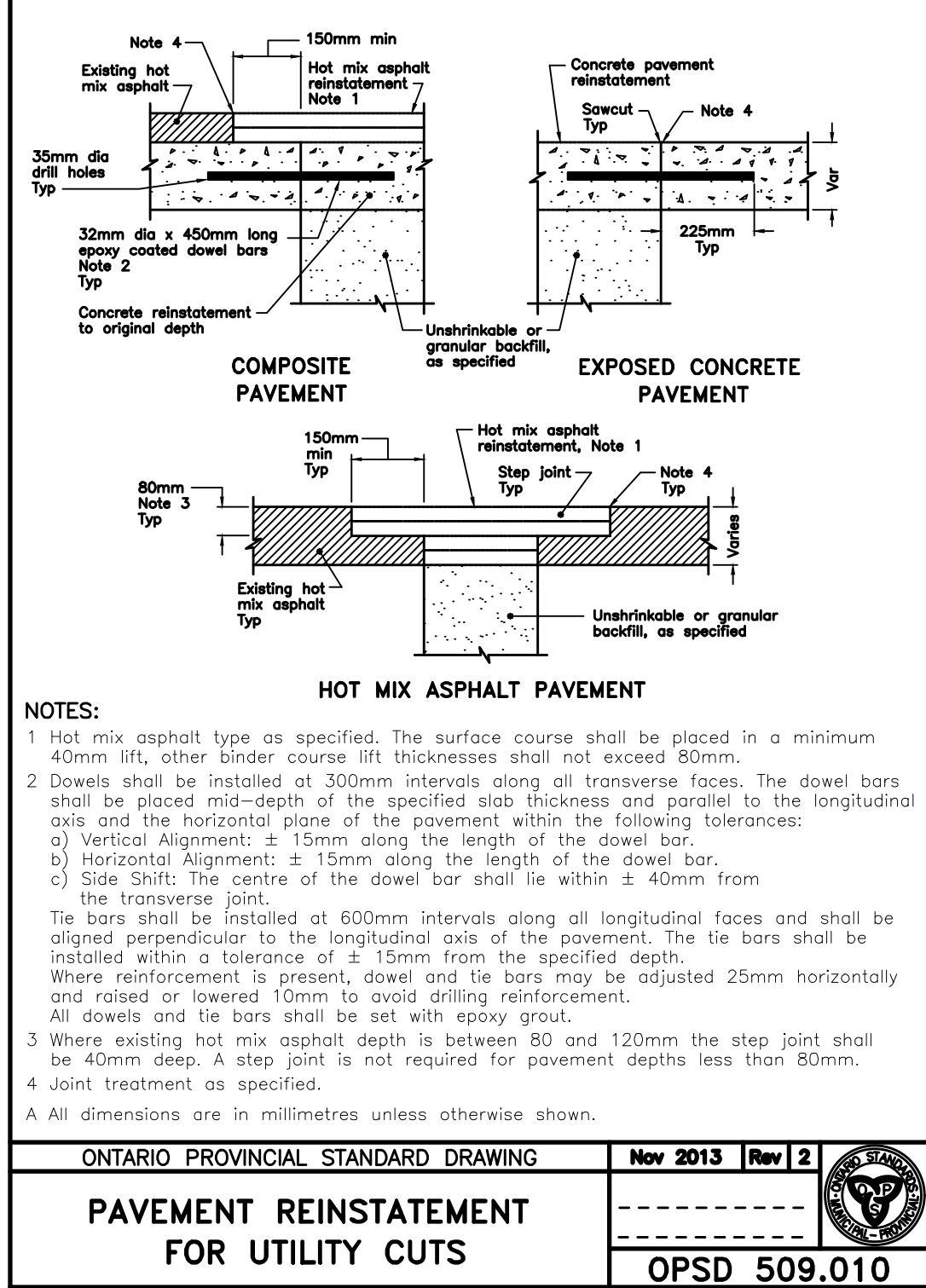
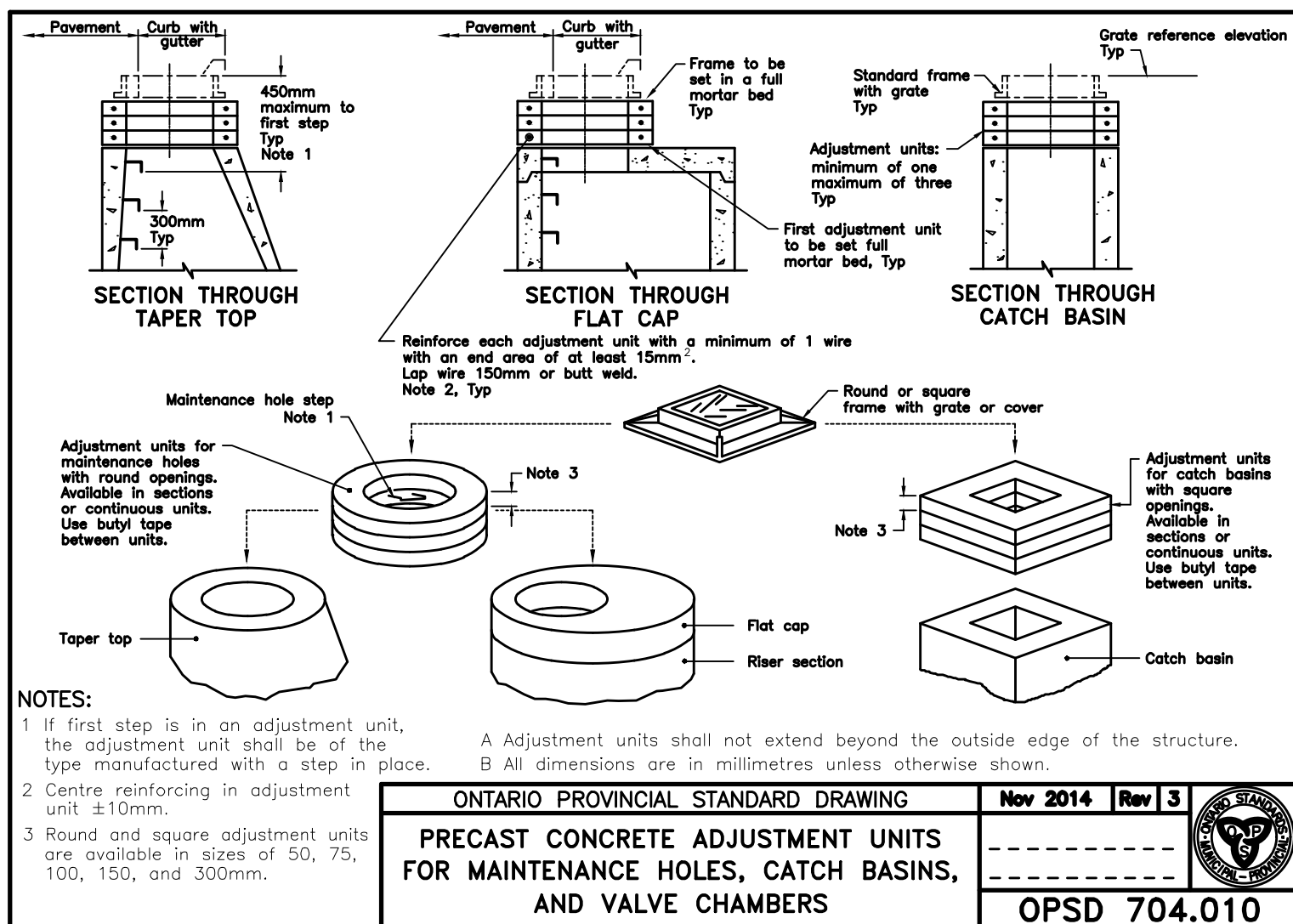
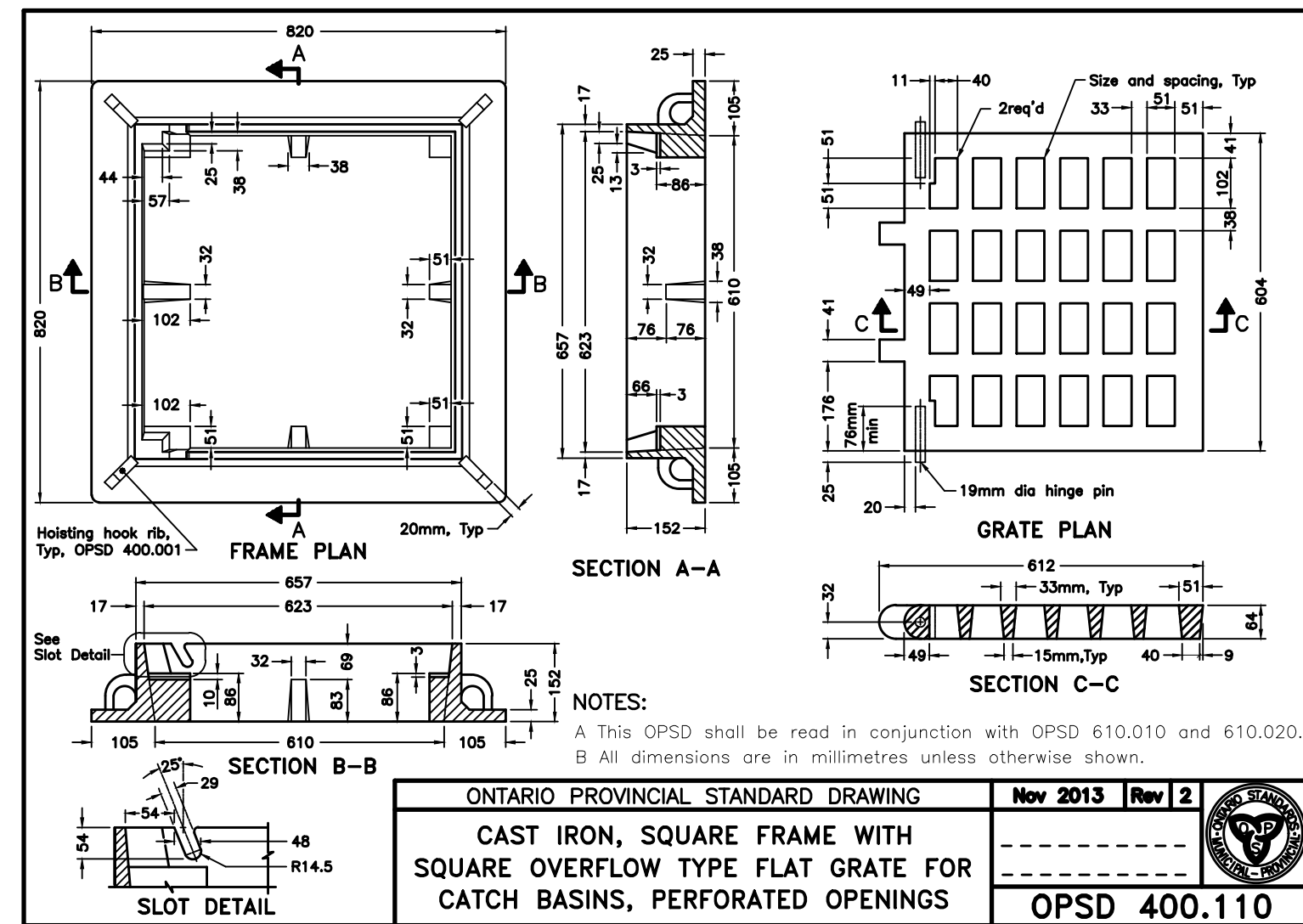
**PROPOSED TOWNHOUSES  
TOWN OF WALKERTON  
MUNICIPALITY OF BROCKTON  
SITE GRADING PLAN**

Client:	2369906 Ontario Ltd.		
Design:	TLB	Scale:	1:250
Drawn:	JAF - BCD	Approved:	
Checked:	SJC		
Date:	NOV 2019		
Designing No.	02003-SG1		





- CAUTION:**  
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- Notes**
- PROPERTY BOUNDARIES DERIVED FROM INFORMATION ON A PLAN OF SURVEY BY R. F. DORE SURVEYING LTD DATED NOVEMBER 5, 2018.
  - TOPOGRAPHICAL INFORMATION DERIVED FROM FIELD SURVEY BY COBIDE ENGINEERING INC. COMPLETED ON APRIL 15, 2019.
  - ALL ORGANIC MATERIAL WITHIN 1.2M OF FINISHED PROFILE GRADE TO BE REMOVED FROM ALL AREAS UNDER THE TRAVELLED PORTION OF THE ROAD.
  - COVER OVER WATERMAIN 1.8m MINIMUM AT ALL POINTS INCLUDING WATER SERVICES.
  - ALL WATER SERVICES TO BE 25mmØ P.E.
  - SANITARY SEWER TO BE PVC SDR 35
  - ALL STORM CATCHBASINS TO HAVE A MINIMUM SUMP OF 600mm.
  - ALL HYDRANT SETS REQUIRE TEST POINT AND HYDRANT MARKER.
  - ALL JOINTS OF SANITARY MANHOLES TO BE CAULKED WITH MIN. 15mm BEAD, INSTALLED ON THE TOP OF JOINT OF EACH SECTION PRIOR TO ABOVE SECTION BEING INSTALLED. CAULKING TO BE SIKAFLEX 1A OR APPROVED EQUIVALENT.
  - THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL STAMPED ISSUED FOR CONSTRUCTION.
  - ALL CONSTRUCTION TO BE COMPLETED TO MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.



**Benchmark Information**

BM1 SPIKE IN WEST FACE OF HYDRO POLE ON THE NORTH SIDE OF CRAWFORD ST., BEFORE THE PROPOSED CUL DE SAC. ELEVATION 272.87m

No.	DATE	DESCRIPTION	BY	APPD
3	MAY 08/20	SECOND SUBMISSION	SJC	TLB
2	MAR 23/20	REVISED PRELIMINARY SUBMISSION	SJC	TLB
1	MAR 19/20	PRELIMINARY SUBMISSION	SJC	TLB

REVISION / ISSUE

Seal not valid unless signed and dated

**COBIDE ENGINEERING INC.**  
517 10th STREET, Hanover, Ontario N4N 1R4  
Telephone: (519) 506-5959  
www.cobideeng.com

**PROPOSED TOWNHOUSES  
TOWN OF WALKERTON  
MUNICIPALITY OF BROCKTON  
ENGINEERING STANDARDS & DETAILS**

Client: 2369906 Ontario Ltd.

Design: TLB  
Drawn: JAF - BCD  
Checked: SJC  
Date: NOV 2019

Scale: -  
Approved: -  
Design Engineer

DRAWING No. 02003-DET1







Schedule "B"

File No. 19327

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

**CRAWFORD STREET DEVELOPMENT AGREEMENT**

between

**2369906 Ontario Ltd.**

- and -

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**

Dated May 12th, 2020

The Corporation of the Municipality of Brockton

Address: 100 Scott Street  
Walkerton, Ontario  
N0G 2V0

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

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**MUNICIPALITY OF BROCKTON**  
**CRAWFORD STREET DEVELOPMENT AGREEMENT**

THIS AGREEMENT made in triplicate on the 12th day of May, 2020 A.D.

BETWEEN:

**2369906 Ontario Ltd.**

hereinafter called the “Developer” of the FIRST PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**

hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the registered owner of the Lands described in Schedule “A” (hereinafter called the “Lands”) to this Development Agreement (hereinafter called the “Agreement”) and proposes to Develop it for the purpose of selling, conveying, or leasing residential units under a site plan agreement with the Municipality.

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the Municipality for Site Plan approval (such Site Plan hereinafter called the “Plan”).

AND WHEREAS, as a condition of the Site Plan Agreement for the Lands, the Developer and the Municipality are desirous of entering into this Development Agreement to construct and install certain municipal services as hereinafter provided and herein referred to as the “Works” set out in Schedule “C” and to make financial arrangements with the Municipality for the installation and construction of required Works.

AND WHEREAS the word “Developer” where used in this 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 as required in the grammatical context.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

**SECTION 1 – INTERPRETATION**

**1.1 Definitions**

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“**Agreement**” means this Agreement titled “Development Agreement”.

“**Building Code Act**” means the *Building Code Act, 1992*, S.O. 1992, c. 23 as amended and all regulations thereunder.

“**Business Day**” means any day that is not a Saturday, Sunday or Public Holiday as defined in the *Employment Standards Act, 2000* S.O. 2000, c. 41.

**“Certificate of Final Acceptance”** means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.3.

**“Certificate of Inspection Re: Readiness for Occupancy”** means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 7.9.

**“Certificate of Preliminary Acceptance”** means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.2.

**“Chief Building Official” or “CBO”** means the Chief Building Official and Zoning Administrator, or designate for the Municipality of Brockton.

**“Conservation Authority”** means the Saugeen Valley Conservation Authority and its successors and assigns.

**“Construction Act”** means the *Construction Act*, R.S.O. 1990, c. C.30 as amended and any regulations thereunder.

**“County”** means the Corporation of the County of Bruce and its successors and assigns.

**“Cost-Sharing”** shall mean any apportionment respecting the costs of the Works as may be set out in Schedule “G” of this Agreement.

**“Developer”** means, collectively, 2369906 Ontario Ltd. and its respective successors and assigns. “Developer” where used in this 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 as required in the grammatical context.

**“Director of Operations”** means the Director of Operations or designate for the Municipality of Brockton.

**“Drainage Act”** means the *Drainage Act*, R.S.O. 1990, c. D.17 as amended and any regulation thereunder.

**“Land and/or Lands”** means the real property which is the subject of the Plan, the legal description of which is attached as Schedule “A”.

**“Municipality”** means the Corporation of the Municipality of Brockton, and its successors and assigns.

**“Municipal Act”** refers to the *Municipal Act, 2001*, S.O. 2001, c. 25 and any amendments thereto.

**“Owner”** means the Owner of a lot or block and may include the “Developer”.

**“Plan”** means the Site Plan attached as Schedule “A” to the Site Plan Agreement..

**“Planning Act”**) means the *Planning Act*, R.S.O. 1990, c. P.13 as amended and any regulations thereunder.

**“Works”** means the works and services described in Schedule “C”.

## 1.2 List of Schedules

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

Schedule “A” -- Description of Lands Being Developed

Schedule “B” -- Municipal Servicing Guidelines

Schedule “C” -- Checklist of Works to be Constructed

Schedule “D” -- Itemized Estimate of Costs of Construction of Each Part of the Works

Schedule “E” -- List of Lands for Municipal Purposes and Easements to be Granted to the Municipality

Schedule “F” -- Application for Reduction of Security

Schedule “G” -- Special Provisions

## **SECTION 2 -- ORDER OF PROCEDURE**

### **2.1 Prior to the signing of this Development Agreement the Developer shall:**

- (a) Pay to the Municipality the fee required by the Municipality’s Fees and Charges By-law, as amended from time to time.
- (b) Pay to the Municipality the sum of ten thousand (\$10,000.00) dollars as a deposit in respect of the Municipality’s legal and engineering costs referred to in Section 3.2 (a) herein.
- (c) Submit a general plan outlining the services to be installed.
- (d) Deposit with the Municipality securities and insurance as outlined in the Agreement.
- (e) Pay in full any outstanding taxes or drainage charges and any charges under the Municipal Act including outstanding sewer rates and/or water rates.
- (f) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality.
- (g) Provide proof of postponement of any encumbrances on the Lands.

### **2.3 Prior to the Registration of this Agreement and prior to starting construction on the Services the Developer shall:**

- (a) Deposit with the Municipality’s Solicitor, copies of this Agreement executed by the Developer and the Municipality and retained by the Municipality’s Solicitor for registration as hereinafter provided.
- (b) Deliver to the Municipality’s Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan and a cheque in respect of the cost of the said registrations where upon the Municipality’s Solicitor shall register this Agreement. Any costs associated with said registration shall be the responsibility of the Developer and shall be deducted by the Municipality from the deposit being held by the Municipality.
- (c) Execute the Site Plan Agreement for the Lands to the satisfaction of the Municipality.
- (d) Have submitted and obtained the written approval of the Municipality’s Engineer for the following all of which shall be done in accordance with the Municipal Servicing Guidelines of the Municipality as set out in Schedule “B”.
  - a) Engineered road and servicing drawings;
  - b) Stormwater Management Report and designing;

- c) The Service Layout Plan for underground electrical services, gas, telecommunications, etc.;
- d) Final approved drawings for all Works required in Schedule “C” to this Agreement.
- (e) Submit to the Municipality the Ministry of Environment, Conservations and Parks’ Environmental Compliance Approval for the Water Supply and Distribution System (if required), the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- (f) Submit to the Municipal Engineer a completed Form 1 and supporting documentation for approval of the Water Distribution System.
- (g) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachments, etc. of all road authorities including the Municipality, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority involved.
- (h) Arrange for and participate in a pre-construction meeting that includes the developer, the developer’s engineer, the general contractor, municipal representatives, and the municipal engineer. The meeting is to be chaired by the developer’s engineer. The municipality can be expected to include discussion on testing requirements for various component of the Works and upon the requirements of this agreement.
- (i) Have deeded to the Municipality the lands/blocks/easements listed in Schedule “E”.

**2.4 Prior to the acceptance of any building permit applications, the Developer shall:**

- (a) Have complied with all requirements of Section 7.8 of this Agreement.

**2.5 Prior to any person occupying any building, the Developer shall:**

- (a) Have complied with all the requirements of Section 7.9 of this Agreement.

**SECTION 3 -- INSTALLATION OF SERVICES**

**3.1 General**

The Developer shall design, construct and install at its own expense and in good workmanlike manner Municipal Works to the servicing standards of the Municipality as set out in Schedule “B” to this Agreement.

**3.2 Municipality’s Legal and Engineering Costs**

- (a) The Developer agrees to pay the Municipality’s cost of the Municipal Solicitor and of the Municipality’s Engineer’s invoices for the review of plans and specifications and for supervision and inspection on behalf of the Municipality, as outlined in the Municipality’s Fees and Charges By-law in place when the invoice is issued to the Municipality. Further, the Developer agrees to reimburse the Municipality for any inspections completed by municipal staff as part of the Municipal Engineer’s inspections of the installation of services.
- (b) The Developer shall be invoiced regularly by the Municipality for all costs incurred by the Municipality with respect to this Agreement pursuant to Section 3.2 (a).
- (c) The Developer shall reimburse the Municipality for all costs incurred by the Municipality as referred to in Section 3.2 (a) herein, within thirty (30) days of each billing, failing which the Municipality and its agents shall cease all work with respect to the review of the Development.



- (d) The deposit referred to in Section 2.1 (b) of this Agreement shall be retained by the Municipality as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Development by the Municipality and the Municipality being satisfied, in its discretion, that all costs in Section 2.1(b) herein and any contingencies with respect to the Development have been paid in full.
- (e) The Developer shall pay to the Municipality, on thirty (30) days written notice from the Municipality, such amount as is necessary to maintain the deposit referred to in Section 2.1 (b) at the sum of ten thousand (\$10,000.00) dollars, failing which the Municipality and its agents shall cease all work with respect to the review of the Development and any amounts that remain outstanding shall accrue interest at the rate of 1.25% per annum (compounded annually) until paid in full.

### **3.3 Developer's Engineer**

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To prepare the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the Grey Bruce Health Unit, or any successor approval authority, and the Ministry of Environment, Conservation and Parks (MECP), and others as required;
- (e) To provide the field layout, all documentation required by this Agreement and the full time supervision of construction;
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance;
- (g) To act as the representative of the Developer 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 Municipality's Engineer, for all Works specified in this Agreement;
- (i) To provide certification that the installation of services was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer; and
- (j) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the Development in accordance with this Agreement and good engineering practices.

### **3.4 Works to be Installed**

The Works to be installed are set out in Schedule "C" to this Agreement. Schedule "C" sets 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, the Municipality's Engineer is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at its

expense, construct, install or perform such additional Works at the request of the Municipality's Engineer.

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### **3.5 Approval of Plans**

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality's Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

### **3.6 Notification of Commencement**

The Developer shall not commence the construction of any of the Works until this agreement and the Site Plan Agreement have been registered and the Developer has provided three (3) business days written notice to the Municipality's Engineer of its intent to commence work. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide three (3) business days written notification to the Municipality's Engineer before work is resumed.

### **3.7 Progress of Works**

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "B" and this Agreement. If it fails to do so, 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 Municipality, then upon the Municipality giving seven (7) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the 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 faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an additional engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from any cash deposit, letters of credit, or other securities the Developer had provided to the Municipality for any phase of the Development, or as provided in connection with the Pre-Servicing Agreement. It is understood that in the event that the Municipality must enter upon the Lands and have 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 Municipality's Engineer 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 Municipality. The Municipality, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with the requirements of the Municipality.

Without limiting the obligations of the Developer herein, if the Developer defaults on the performance of any term, covenant or provision of this Agreement and if such default continues for ten (10) days after the Developer receives written notice of such default by the Municipality (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Municipality may perform that obligation on the Developer's behalf and may enter onto the Lands for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Municipality, together with all interest thereon and any damages incurred, shall be payable to the Developer and shall be collectible by the Municipality in like manner as municipal taxes. The Developer also acknowledges and

agrees that the Municipality has the right to draw down any Letters of Credit, cash deposits or other security the Developer has provided to the Municipality for any phase of the Development for the purpose of collecting any such expenses incurred by the Municipality.

### **3.8 Scheduling of Works**

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

### **3.9 Contractor**

The said services shall be installed by a qualified, competent contractor or contractors retained by the Developer.

### **3.10 Utility Costs and Charges**

The Developer shall deal directly with all utility companies. The Developer's Engineer shall obtain all approvals and permits and pay all fees and charges directly to the appropriate utility company.

### **3.11 Access Roads**

All access roads must be maintained by the Developer in good repair acceptable to the Municipality's Engineer during the time of construction, including the removal of mud tracked from the Development and the proper control of dust. No roadway outside the limits of the proposed Development may be closed without the written consent of the Municipality. To obtain such consent, the Developer shall advise the Director of Operations, not later than fourteen (14) days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Developer.

### **3.12 Movement of Fill**

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Municipality's Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the Development and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal Servicing Guidelines as set out in Schedule "B" of this Agreement, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Municipality's Director of Operations.

### **3.13 Damage to Existing Plant**

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the Development and shall pay for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

### **3.14 Testing**

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

### **3.15 Erosion and Silting Control**

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., both within the Development and downstream during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

### **3.16 Emergency Access**

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Municipality's Engineer.

### **3.17 Construction Refuse and Weeds**

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the Lands, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Municipality's Director of Operations or Roads Supervisor, the Municipality may give written notice to the Developer or Lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Municipality to do so, the Municipality may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand, which costs shall include all expenses incurred by the Municipality in carrying out such removal and disposition. The burning of construction refuse, debris or weeds, whether it be from site servicing or house building or any other source related to the development of the site on the Lands within the Plan is prohibited. The cost of disposal as required by this section will be at the expense of the Developer or each subsequent Owner and the Municipality may recover such expense under Section 446 of the Municipal Act in the same manner as taxes or from the deposit required by Section 8.9(h).

### **3.18 Dust Control**

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method and at all times environmentally acceptable materials to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Director of Operations shall notify the Developer in writing from time to time of the requirements of the Municipality.

### **3.19 Contaminants**

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the lands constituting the Plan, the Developer hereby agrees to notify the Municipality and the Ministry of Environment and Climate Change immediately and take all necessary steps and remedial efforts required by the Ministry

of Environment and Climate Change and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up of lands constituting the Plan and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the said lands.

## **SECTION 4 -- ACCEPTANCE OF WORKS**

### **4.1 Stages of Construction and Services**

The Municipality will grant Preliminary or Final Acceptance of servicing based upon three (3) stages of construction; and when the development is phased, within the whole of each phase as approved by the Municipality. Stages of construction are as follows:

- (a) Stage 1 - consists of all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermain and the completion of Granular "B" road base and a portion of the Granular "A" for a riding surface, together with the as-built drawings for that work.
- (b) Stage 2 - services shall include the balance of the road Works including granular, curbs and gutter, base asphalt, grading of boulevard areas, sidewalks, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and other utilities such as gas, telephone and telecommunications, together with the As Built drawings for that work.
- (c) Stage 3 - services including the final coat of asphalt, topsoil and sodding, trees, fencing and any other requirements of this agreement.

### **4.2 Inspection and Acceptance of the Works**

When all of the services in Stage 1 and 2, or in Stage 3 of servicing as identified above have been completed and the Municipality's Engineer has been given written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement and upon satisfactory inspection by the Municipality's Engineer and/or municipal staff, the Municipality's Engineer will recommend that the Municipality grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1. The Developer acknowledges that the Municipality will not be required to perform any utility locates until such time as Preliminary Acceptance of the Stage 1 services have been completed and the Developer has provided the as-built drawings.

### **4.3 Final Acceptance of the Works**

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. The Certificate of Final Acceptance will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- a) Satisfied the applicable services have been completely installed;
- b) Satisfied all repairs or maintenance work on the applicable services have been completed;

and the Municipality has:

- a) Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- b) Received final As-Built drawings as detailed elsewhere in this Agreement.

#### **4.4 Acceptance During Winter Months**

The Municipality will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover, inclement weather and/or other adverse conditions.

#### **4.5 Use of Works by Municipality**

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality, or other authorized persons for the purposes for which such Works were designed;
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality; and
- (c) Such use shall not in any way relieve the Developer of its obligations in respect of the construction and maintenance of the Works so used.

#### **4.6 Replacement of Survey Bars**

Prior to the final acceptance by the Municipality, the Developer shall deliver to the Municipal Clerk a statement from an Ontario Land Surveyor approved by the Municipality that after the completion of the work, the Ontario Land Surveyor has found or replaced all survey monuments and iron bars as shown on the registered Plan.

#### **4.7 Ownership of Services**

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the services described shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

Notwithstanding the above, the Developer and Municipality agree that on connection of water distribution systems, the Municipality will then become the operator of said systems. This shall not relieve the Developer of any maintenance responsibilities under this Agreement. Any costs associated with the repair and maintenance of the water infrastructure during the warranty period as outlined in Sections 5.1 and 5.2 of this Agreement shall be borne by the Developer.

### **SECTION 5 -- MAINTENANCE OF WORKS**

#### **5.1 Maintenance of Works**

The Developer will be responsible for the repair and maintenance of all services until a Certificate of Final Acceptance is issued for the Stage 2 services by the Municipality. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each Stage of the Works. During this maintenance period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of paragraph 8.2(e) of this Agreement. If during this period, the Developer fails to carry out maintenance work within three (3) business days after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Operations may, without further notice, undertake such maintenance work and the total costs of such maintenance, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing then the money owing may be deducted from the deposited

securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the water distribution system shall be transferred to the Municipality once the distribution system is commissioned. All costs associated with repair and maintenance of the water distribution system during the maintenance period shall be charged back to the Developer and the Developer shall pay all such amounts to the Municipality forthwith upon receiving the associated invoices.

## **5.2 Road Maintenance**

The Developer will be responsible for any warranty maintenance of the roads until a Certificate of Final Acceptance is issued by the Municipality.

The Municipality will provide normal operation and maintenance of the road. The Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access.

The Developer further agrees that any maintenance completed by the Municipality pursuant to this contract before the roads are accepted by the Municipality shall not be deemed in any way, to be an acceptance by the Municipality of the Works installed by the Developer. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Municipality that it may have arising therefrom and covenants that it will make no claim against the Municipality for such interference or damage.

## **5.3 Emergency Repairs**

Employees or agents of the Municipality may, at any time or from time to time for the purpose of making emergency repairs to any of the Works on behalf of and at the expense of the Developer. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of its obligations under this Agreement.

# **SECTION 6 – LANDS TO BE CONVEYED**

## **6.1 Lands for Municipal Purposes**

The Developer shall convey in fee simple a good title free from encumbrances to the Municipality, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Municipality, or to make a cash payment in lieu thereof as stipulated by the Municipality and also to convey to the Municipality in fee simple, the 0.3 metre reserves and other lands required by the Municipality. The deeds for the said lands are to be approved by the Municipality's Solicitor and thereafter forthwith registered in the Land Registry Office and deposited with the Municipal Clerk. The cost for preparation and registration of the deeds shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Municipality shall be set out in Schedule "E" of this Agreement.

## **6.2 Easements**

The Developer agrees to grant at its expense all such easements and right-of-ways as may be required for the installation and supply of services to the Development. A list of easements and right-of-ways to be granted to the Municipality shall be set out in Schedule "E" of this Agreement.

## **SECTION 7 – ADMINISTRATION**

### **7.1 Voiding Agreement**

In the event that the Agreement is not registered in the Land Registry System within one (1) year from the date of the signing of this Agreement, the Municipality may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Municipality pursuant to this Agreement or any other agreement between the Developer and the Municipality referred to herein.

### **7.2 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” and “as approved or accepted by the Municipality”, unless specifically stated otherwise.

### **7.3 Developer's Liabilities**

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality 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.

### **7.4 Insurance**

The Developer shall insure against all damages or claims for damage with an insurance company satisfactory to the Municipality. Such policy or policies shall be issued in the joint names of the Developer, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be five million dollars (\$5,000,000) all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' notice of termination of such policy. The policy shall be in effect for the period of this Agreement including the guaranteed maintenance period pursuant to Section 5 of this Agreement. 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 it may be held responsible.

### **7.5 Legal Notice to Developer and Municipality**

Any notice required to be given hereunder may be given by fax, personal service delivered directly to the Developer or the Developer's engineer or by registered mail addressed to the Developer at its principal place of business, as identified in this Agreement or as provided by the Developer from time to time or as shown on the last revised assessment roll in the possession of the Municipality's Clerk, and shall be effective as of the date delivered or sent via fax or shall be effective, in the case of registered mail, the 5<sup>th</sup> day after the date the Notice was deposited in the Post Office.

Any notice required to be given to the Municipality hereunder shall be given to the Municipality by registered mail to:

Sonya Watson, Chief Administrative Officer  
Municipality of Brockton  
100 Scott Street, Box 68  
Walkerton, ON N0G 2V0  
Phone: (519) 881-2223 ext. 126  
Fax: (519) 881 - 2991



## **7.6 Registration**

The Developer consents and authorizes the registration of this Agreement by the Municipality's Solicitor on title to the Lands both before and after the registration of the Plan in the Land Registry Office, which said registration is at the sole discretion of the Municipality and all costs of registration shall be paid for by the Developer.

The Developer hereby agrees that until the Municipality has registered this Agreement upon title to the Lands, no units as identified on Plan shall be conveyed, sold, leased or rented.

## **7.7 Mortgages/Encumbrances**

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Lands (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge.

Further, the mortgagee, if any, agrees that in the event of an assignment or transfer of the mortgage on the Lands, 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.

## **7.8 Requirements for Building Permits**

The Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for any units within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Municipality. The Municipality shall have the right to refuse to accept for consideration any such application for a building permit until:

- (a) Registration of this Development Agreement and of the Site Plan Agreement.
- (b) Payment to the Municipality by cash in the amount of the current applicable Development Charge(s) per unit in the Plan under the Development Charges By-law of the Municipality;
- (c) The Developer agrees that the preceding requirements in this Section 7.8 are in addition to and not in substitution of the requirements of the Building Code Act with respect to the issuance of Building Permits.

## **7.9 Requirements for Occupancy**

No building erected on the Lands within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Municipality's Chief Building Official and the said Certificate shall not be issued until:

- (a) Preliminary Acceptance has been granted for Stage 1 and 2 servicing for the Development.
- (b) The roadway from the entrance of the Development to and including the unit of which the building is a part, has received the base course asphalt.
- (c) The electrical distribution plant including street lights have been installed and approved by the relevant utility company.
- (d) The traffic and street signs have been installed and approved by the Municipality's Engineer.
- (e) The telecommunications and gas mains have been installed and approved by the Municipality's Engineer.

- (f) The Developer agrees that the preceding requirements in this Section 7.9 are in addition to and not in substitution of the requirements of the Building Code Act with respect to certificates for occupancy.

#### **7.10 Right to Enter into an Agreement**

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

The Developer acknowledges that the Municipality is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Municipality is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Municipality may lawfully change them.

#### **7.11 Successors and Assigns**

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

#### **7.12 Scheduling, Progress and Completion**

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement. Within eighteen (18) months of the date of commencement of the servicing, the Developer shall complete the installation of the Stage 1 and Stage 2 services. The top coat of asphalt shall be completed within twenty-four (24) months of preliminary acceptance of Stage 2 of the services; unless written consent altering this condition is received from the Municipal Engineer. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 3.7 of this Agreement.

#### **7.13 No Municipal Liability**

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the Lands, or any other rights to any unit described in the Plan (each hereinafter in this clause called “such Person”), any rights against the Municipality or the Municipality’s Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Municipality to force any such Person to perform any obligations under this Agreement or any negligence of any such Person in the performance of the said obligations.

The only duty and responsibility of the Municipality’s Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality’s Engineer under this Agreement do not in any way create any liability on the part of the Municipality or the Municipality’s Engineer to the Developer or any person acquiring any interest in the Lands.

#### **7.14 Assignment**

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

**7.15 Conflict**

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Municipality's Engineer shall decide which provisions shall prevail.

**7.16 Severability**

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires*, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

**7.17 Amendment**

Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof. Any amendments to this Agreement shall be agreed upon by the parties in writing.

**7.18 Further Assurances**

The Developer agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

**7.19 Joint and Several**

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

**7.20 Headings**

The headings contained herein are for reference only.

**7.21 Enurement**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and assigns.

**7.22 Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute one and the same agreement. Any manually executed signature to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature.

**SECTION 8 – FINANCIAL PROVISIONS****8.1 Securities**

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the services and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of all of the works as set out in Schedule “D” and as approved by the Municipality, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality’s Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of all Works as set out in Schedule “D” and as approved by the Municipality’s Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 100% of the Schedule “D” estimate.
- (d) Prior to depositing the securities, the Developer’s Engineer shall submit an estimate of the cost of the Works to the Municipality for approval. When the cost estimate has been approved it will be set out in Schedule “D” of this Agreement and will become the basis for the limits of these securities.
- (e) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:  
  
*“It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”*
- (f) Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to accept any building permit applications and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.
- (g) The amount for securities shall be submitted by the Engineer for the Developer to the Municipality’s Engineer for review. The agreed upon security amount shall be inserted in Schedule “D” to this Agreement.

The Municipality reserves the right, at any time, to review the amount of security deposited in light of the value of the work remaining to be completed for any current or subsequent phases of the project and to require an adjustment in the securities, such adjustment to be based upon any anticipated changes to site conditions or construction costs.

## **8.2 Reduction of Securities**

An application for the reduction of the security on deposit with the Municipality pursuant to Section 8.1 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

- (a) To obtain a reduction in security the Developer shall file with the Municipality’s Engineer a written application in accordance with Schedule “F” attached hereto.
- (b) The application shall include written confirmation from the Developer’s Engineer:
  - i. describing the Works constructed as at the date of the application and a calculation of the cost thereof.
  - ii. confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto.
  - iii. describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipality confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.
- (d) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "D" or twenty thousand dollars (\$20,000.00).

### **8.3 Statutory Declaration of Accounts Paid**

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services, it shall supply the Municipality with a Statutory Declaration that all accounts for work and materials for said services have been paid except 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 Development.

### **8.4 The Construction Act**

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Act, and shall otherwise indemnify and save harmless the Municipality against any claims, actions or demands for liens or otherwise in connection with the Works and all costs in connection therewith, on a full solicitor and own client basis, and on the demands of the Municipality's Solicitor will forthwith take such steps to immediately discharge all liens registered against the Lands.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Municipality to draw on any or all of the security referred to in Section 8.1 of this Agreement and to use said draw to make payment into Court of the holdback together with costs.

### **8.5 Release**

At the time the Developer completes all of the requirements of this agreement and Final Acceptance of all of the Works has been achieved, it may make application to the Municipality for a full release of this agreement from the title of the Lands.

## **SECTION 9 – SPECIAL PROVISIONS**

- 9.1 The Developer and the Municipality agree that the provisions set forth in the attached Schedule "G" form an integral part of this Agreement.

**SECTION 10 – SIGNATURES**

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals attested to by the hands of the proper officer duly authorized on its behalf.

( 2369906 Ontario Inc.  
(  
(Per: \_\_\_\_\_  
(

(  
(Per: \_\_\_\_\_  
(  
( We have authority to bind the Corporation

(  
( THE CORPORATION OF THE MUNICIPALITY  
( OF BROCKTON  
(  
( \_\_\_\_\_  
( Chris Peabody, Mayor  
(  
( \_\_\_\_\_  
( Fiona Hamilton, Clerk  
( We have authority to bind the Corporation

Developer's Address: 10 Spitzig Avenue, Walkerton, ON N0G 2V0

Developer's Email: jnspitzig@wightman.ca or ctriplea@wightman.ca

**SCHEDULE “A” OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**DESCRIPTION OF LANDS BEING DEVELOPED**

LT 13 PL 96 (SUBDIVISION OF LT N PL 88); PT LT 12 PL 96 (SUBDIVISION OF LT N PL 88) AS IN R306325; BROCKTON, known municipally as 9 Crawford Street, Walkerton and bearing parcel identifier number 33199-0041 (LT) and LT 14 PL 96 (SUBDIVISION OF LT N PL 88); LT 15 PL 96 (SUBDIVISION OF LT N PL 88); LT 16 PL 96 (SUBDIVISION OF LT N PL 88); LT 17 PL 96, bearing parcel identifier number 33199-0040.

**SCHEDULE “B” OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**MUNICIPAL SERVICING GUIDELINES**

All Works shall be completed in accordance with the Brockton Municipal Development and Servicing Guidelines dated June 25<sup>th</sup>, 2019.



**SCHEDULE “C” OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**CHECKLIST OF WORKS TO BE CONSTRUCTED**


- |    |   |                                     |
|----|---|-------------------------------------|
| 1. | Roads complete with asphalt paving and curb and gutter                              | <input checked="" type="checkbox"/> |
| 2. | Storm Water Management Plan, and storm sewer system                                 | <input checked="" type="checkbox"/> |
| 3. | Sanitary sewers and building connections to the lot line                            | <input checked="" type="checkbox"/> |
| 4. | Water distribution system, fire protection and building connections to the lot line | <input checked="" type="checkbox"/> |
| 5. | Underground electrical distribution system and an electrical service                | <input checked="" type="checkbox"/> |
| 6. | Utility obligations – telecommunications, gas service                               | <input checked="" type="checkbox"/> |
| 7. | Sidewalks   | <input checked="" type="checkbox"/> |
| 8. | Topsoil and sod on boulevard from property line to curb                             | <input checked="" type="checkbox"/> |
| 9. | Pedestrian walkways.  | <input checked="" type="checkbox"/> |

**Note: Works Required Denoted by ☒**

SCHEDULE “D” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

ITEMIZED ESTIMATE OF COSTS OF  
CONSTRUCTION OF EACH PART OF THE WORKS

Project No. 02003					May 8, 2020
<div><div></div><div><div>Table 1</div><div>Crawford Street Reconstruction Preliminary Construction Cost Estimate Municipality of Brockton</div></div></div> <div>DRAFT TO BE UPDATED</div>					
Item	Tender Cost Summary				Total
1.0	Sanitary Sewers				\$18,750.00
2.0	Watermain and Appurtenances				\$19,100.00
3.0	Storm Sewers				\$29,057.50
4.0	Road Works				\$62,854.41
5.0	Less Municipal Contribution				-\$10,000.00
6.0	Engineering (5%)				\$5,988.10
	Subtotal				\$125,750.01
	HST (13%)				\$16,347.50
	Total Preliminary Cost				\$142,097.51
1.0	Sanitary Servicing	Quantity	Unit	Unit Price	Total
1.01	Connect Proposed Sanitary Sewer to Existing Sanitary Sewer	1	Each	\$2,000.00	\$2,000.00
1.02	200 mm PVC SDR-35 Sanitary Sewer	75	m	\$130.00	\$9,750.00
1.03	1200 mm dia. Manhole	1	Each	\$5,500.00	\$5,500.00
1.04	Video Inspection of Sewer - Substantial Performance	100%	LS	\$1,500.00	\$1,500.00
	Total Section 1.0				\$18,750.00
2.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	150 mm PVC DR 18 Watermain	80	m	\$105.00	\$8,400.00
2.02	150 mm Dia. Gate Valve	2	Each	\$1,100.00	\$2,200.00
2.03	Supply and Install Hydrant c/w Hydrant Sign	1	Each	\$6,500.00	\$6,500.00
2.04	Commission Watermain	100%	LS	\$1,000.00	\$1,000.00
2.05	Connect to Existing Watermain	1	Each	\$1,000.00	\$1,000.00
	Total Section 2.0				\$19,100.00
3.0	Storm Sewers	Quantity	Unit	Unit Price	Total
3.01	300 mm dia. HDPE Storm Sewer	43.7	m	\$135.00	\$5,899.50
3.02	525 mm dia. HDPE Storm Sewer	11.8	m	\$185.00	\$2,183.00
3.03	600 mm dia. HDPE Storm Sewer	9.9	m	\$250.00	\$2,475.00
3.04	600 x 600 mm Precast Concrete Catchbasin	1	Each	\$2,500.00	\$2,500.00
3.05	1200 mm dia. Storm Manhole	1	Each	\$5,000.00	\$5,000.00
3.06	1200 mm dia. Catchbasin Manhole	2	Each	\$5,500.00	\$11,000.00
	Total Section 3.0				\$29,057.50
4.0	Road Works	Quantity	Unit	Unit Price	Total
4.01	Earth Excavation	539	m <sup>3</sup>	\$5.00	\$2,697.30
4.02	Granular 'B' (300 mm Depth)	629	Tonne	\$13.00	\$8,181.81
4.03	Granular 'A' (150 mm Depth)	360	Tonne	\$16.00	\$5,754.24
4.04	HL-4 Hot Mix (50mm Base Course)	113	Tonne	\$105.00	\$11,897.81
4.05	HL-3 Hot Mix (40 Surface Course)	91	Tonne	\$105.00	\$9,518.25
4.06	150 mm Subdrain	198	m	\$20.00	\$3,960.00
4.07	Supply and Install Concrete Mountable Curb and Gutter (OPSD 600.100)	198	m	\$55.00	\$10,890.00
4.08	Supply and Install 1.5m Concrete Sidewalk	73	m <sup>2</sup>	\$75.00	\$5,475.00
4.09	Remove Cedar Hedge	100%	LS	\$500.00	\$500.00
4.10	Topsoil, Seed and Mulch	132	m <sup>2</sup>	\$15.00	\$1,980.00
4.11	Curb Removal	100%	LS	\$1,000.00	\$1,000.00
4.12	Asphalt Removal	100%	LS	\$1,000.00	\$1,000.00
	Total Section 4.0				\$62,854.41
Notes:					
1. The Estimate of Construction costs is provide for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. of the actual construction costs.					

**SCHEDULE “E” OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE MUNICIPALITY**

Road widening to allow the construction of the cul-de-sac to the satisfaction of the Municipality.

**LIST OF EASEMENTS TO BE GRANTED TO THE MUNICIPALITY**

Easement across Lands for storm sewer to the satisfaction of the Municipality.

**SCHEDULE “F” OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**APPLICATION FOR REDUCTION OF SECURITY**

To: (Name of Municipality’s Engineer), Engineer, \_\_\_\_\_ of \_\_\_\_\_

Developer: (Name of Developer)

Agreement: (Date of Agreement)

Property: (Legal Description of Property)

Application No. (Specify number of application)

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Agreement between the Developer and the Municipality.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Municipality’s Engineer with full knowledge that the Municipality’s Engineer and the Municipality will rely upon the information contained herein in granting a reduction of the security held by the Municipality pursuant to Section 8.2 of the said Agreement affecting the above property.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Developer’s Engineer

Name of Developer’s Engineer

### **SCHEDULE "G" OF AGREEMENT**

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

#### **SPECIAL PROVISIONS**

The following special provisions apply to this Agreement:

1. Prior to the registration of the Site Plan Agreement, the Developer shall provide payment to the Municipality of Brockton in the amount \$6,000.00 being 5% of the value of the land included in the Plan for residential purposes, pursuant to the provisions of Section 51.1(3) of the Planning Act and that the owner acknowledge that any easements, road or road allowances are not considered to be parkland.
2. The Municipality of Brockton shall contribute the total sum of \$10,000.00 towards the construction of the Works in recognition of the public benefit provided to the Municipality of Brockton in having sidewalks installed in this area the stormwater management improvements.
3. The Developer shall plant and maintain a fence in the form of a cedar hedge surrounding the boundaries of the Lands that are no adjacent to an open road or unopened road allowance, at the Developer's sole expenses, to the satisfaction of the Municipality of Brockton.
4. The Developer shall agree to make satisfactory arrangements for the installation of postal boxes, if deemed necessary by Canada Post. The location and construction standard of community postal boxes shall be jointly approved by Canada Post and the Municipality of Brockton.
5. The developer agrees to install a new water service and sanitary serviced to the existing dwelling at 6 Crawford Street as part of the Works and at the expense of the Municipality. The Municipality agrees to pay all reasonable expenses following commissioning of the Works and provision of a detailed invoice by the developer. The developer agrees that all costs associated with working around and maintaining the existing water connection to 6 Crawford Street during the construction will be its responsibility.