



**SUBDIVISION AGREEMENT**

THIS AGREEMENT dated \_\_\_\_\_, 201\_\_ is made

A M O N G:

**THE CORPORATION OF THE  
MUNICIPALITY OF CLARINGTON**

- and -

**[Insert name of Owner]**

- and -

**[Insert name of Chargee/Mortgagee]**

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**RECITALS**

- A. The Owner has received approval of draft Plan of Subdivision S-C- [REDACTED] subject to conditions, including a condition that the Owner enters into this Agreement.
- B. The lands shown on draft Plan of Subdivision S-C- [REDACTED] are now shown on Plan 40M- [REDACTED] (the "Lands").
- C. The Municipality requires the Charge/Mortgage registered in favour of [REDACTED] (the "Chargee/Mortgagee") as Instrument No. [REDACTED] on [REDACTED] be postponed to this Agreement.
- D. This Agreement is made pursuant to subsection 51(26) of the *Planning Act*, R.S.O. 1990, c. P.13.

NOW THEREFORE the parties agree as follows:

**PART 1 - INTERPRETATION**

- 1.1 The words and expressions used in this Agreement, including its recitals, have the meanings set out in Schedule 1.
- 1.2 This Agreement shall be read with all changes in gender or number as the context requires.
- 1.3 In this Agreement, unless otherwise specified,
- (a) a grammatical variation of a defined word or expression has a corresponding meaning;
  - (b) references to an Act, by-law, guideline or policy shall include any amendments to or replacements of such Act, by-law, guideline or policy;
  - (c) references to Parts, sections, subsections, clauses and Schedules are references to Parts, sections, subsections, clauses and Schedules in this Agreement;
  - (d) references to Lots or Blocks are references to Lots or Blocks on the 40M-Plan;
  - (e) references to any approved plan, drawing or other document shall be deemed to include any approved revisions;
  - (f) every reference to a decision, determination, consent, approval or request shall be deemed to be qualified by the words "acting reasonably";
  - (g) every provision by which the Owner or the Owner's Engineer is required to act shall be deemed to include the words "at the Owner's cost, including the payment of any applicable taxes"; and
  - (h) every obligation of the Owner's Engineer shall also be an obligation of the Owner.
- 1.4 The following Schedules are attached to and form part of this Agreement:
- Schedule 1 Definitions
  - Schedule 2 Plan 40M- [REDACTED]
  - Schedule 3 Standard Notices and Warnings
  - Schedule 4 Special Notices and Warnings

- Schedule 5 Transfers of Lands and Easements
  - Schedule 6 Preliminary Works Cost Estimate
  - Schedule 7 Special Terms and Conditions
  - Schedule 8 Agency Requirements
- 1.5 Schedule 9 (Conditions of Draft Plan Approval) is attached to this Agreement for information purposes only.

## **PART 2 - ENGINEERING**

### **General**

- 2.1 The Owner and the Owner's Engineer shall ensure that all Works are designed and constructed in accordance with Municipal Specifications unless otherwise approved by the Director.
- 2.2 The Owner and the Owner's Engineer shall ensure that all licences, permits and approvals required to construct, repair and maintain the Works are obtained and maintained in good standing.
- 2.3 The Owner and the Owner's Engineer shall comply with all applicable legal requirements (including statutes, by-laws, orders and rules and regulations of every governmental authority having jurisdiction) which relate to the design, construction, repair and maintenance of the Works including all requirements under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, Sch. A.

### **Owner's Engineer**

- 2.4 The Owner's Engineer is authorized to act as the Owner's representative in all matters pertaining to the design, construction, repair and maintenance of the Works and shall co-operate with the Director to protect the interests of the Municipality and the general public in all such matters.
- 2.5 The Owner's Engineer shall prepare and submit for the Director's approval all engineering plans, drawings, studies, reports, estimates, calculations and documentation required by this Agreement including,
- (a) the Engineering Drawings, Grading and Drainage Plan and utility composite plan;
  - (b) all traffic reports, soils reports, geotechnical reports, stormwater management reports, stormwater implementation reports and other related reports;
  - (c) the Phasing Plan;
  - (d) the Preliminary Works Cost Estimate and Final Works Cost Estimate; and
  - (e) all documentation required to support requests to reduce the Performance Guarantee or the Lot Grading Security.
- 2.6 If construction of any Works has not commenced within 2 years of the date of approval of the Engineering Drawings, the approval lapses and the Owner shall resubmit such Engineering Drawings to the Director for re-approval. For purposes of this section, clearing or grubbing shall not be considered part of any Works.
- 2.7 The approved Engineering Drawings and any other documents provided to the Director under section 2.5 may be used and/or reproduced by the Municipality without

cost, and without further approval or permission from either the Owner or the Owner's Engineer, irrespective of whether the Owner's Engineer's fees and disbursements in respect of any of them have been paid.

- 2.8 Approval of any Engineering Drawings shall not absolve or release the Owner or the Owner's Engineer from liability for any errors or omissions in relation to the Engineering Drawings or from any other obligation under this Agreement.
- 2.9 The Director shall not approve Engineering Drawings unless (a) they are consistent with the Community Theme Plan (if applicable) and the Landscaping Plan; and (b) any lands or easements required for Works on external lands have been transferred to the Municipality.

### **Utilities**

- 2.10 The Owner shall enter into agreements with the authorities having jurisdiction to ensure the proper design and installation of all utilities required to service the Lands including water, sanitary sewers, electrical, telecommunications and gas, and provide copies of all such agreements to the Municipality.
- 2.11 All utility services shall be installed in locations approved by the Director. Unless otherwise approved, all utility service lines shall be installed underground.
- 2.12 The Owner shall arrange with Canada Post for the provision of a mail distribution system to service the Lands in locations approved by the Director.

### **Tree Preservation Plan**

- 2.13 An Authorization to Commence shall not be issued unless the Owner has submitted and the Directors have approved an update to the Tree Preservation Plan. The Owner's Engineer shall ensure that all Engineering Drawings conform to the updated Tree Preservation Plan, unless the Directors approve otherwise.
- 2.14 The Owner shall preserve all trees required to be preserved in the updated Tree Preservation Plan and otherwise comply in all respects with the updated Tree Preservation Plan.

### **Landscaping Plan**

- 2.15 An Authorization to Commence shall not be issued unless the Owner has submitted and the Directors have approved a Landscaping Plan.
- 2.16 The Owner's Engineer shall ensure that the Landscaping Plan conforms to the Municipal Specifications and is consistent with the approved Engineering Drawings.
- 2.17 All landscaping shall be planted in accordance with the approved Landscaping Plan.

### **Construction Schedule**

- 2.18 An Authorization to Commence shall not be issued unless the Owner has submitted and the Director has approved a Construction Schedule.
- 2.19 The Owner shall not commence placement of base asphalt paving later than December 1st and shall not commence placement of surface asphalt paving later than November 15th. The Construction Schedule shall include a scheduling contingency period of at least 2 weeks to meet these paving deadlines.
- 2.20 The Owner shall proceed in good faith in a continuous manner to construct all of the Works referred to in an Authorization to Commence in accordance with the timing and sequence set out in the Construction Schedule.

- 2.21 Construction of all Works authorized in an Authorization to Commence shall be commenced within 30 days of the issuance of the authorization and shall be completed within 1 year of the issuance of the authorization.
- 2.22 The Owner shall not place top curb or surface asphalt on any road unless the base course of asphalt has been in place for at least 2 winter/spring seasons. On rural subdivisions, the Owner shall not place surface asphalt until at least 80% of the houses have been constructed. Where required by the Director, additional securities must be provided for potential damage to surface asphalt and downstream ditch cleaning and repair.
- 2.23 Unless authorized by the Director, no road works shall be undertaken between December 1<sup>st</sup> and May 1<sup>st</sup>. Where the Director has authorized the construction of underground servicing between December 1<sup>st</sup> and May 1<sup>st</sup>, it shall be undertaken using effective cold-weather precautions acceptable to the Director and shall be monitored full time by a geotechnical engineer.

### **Cost Estimates**

- 2.24 The Owner's Engineer shall submit a Preliminary Works Cost Estimate to the Director for approval.
- 2.25 When the Engineering Drawings, Grading and Drainage Plan and Landscaping Plan have been approved, the Owner's Engineer shall submit a Final Works Cost Estimate to the Director for approval.

### **Authorization to Commence**

- 2.26 The Owner shall not commence the construction of any Works prior to the issuance of an Authorization to Commence.
- 2.27 An Authorization to Commence shall not be issued for any Works until,
- (a) the Municipality has received a letter signed by the Owner's Engineer in which the Owner's Engineer acknowledges and agrees to be bound by the requirements of Part 2 (Engineering) and Part 8 (Remedies);
  - (b) all plans referred to in clause 2.5(a) have been approved;
  - (c) the Municipality has received confirmation from all utilities regarding the location of services (unless the Director deems it unnecessary);
  - (d) an update to the Tree Preservation Plan has been approved (section 2.13);
  - (e) the Landscape Plan has been approved (section 2.15);
  - (f) the Construction Schedule has been approved (section 2.18);
  - (g) all fees and contributions required to be paid to the Municipality by the Owner under this Agreement have been paid including engineering fees (sections 4.3, 4.4 and 4.5), winter maintenance fees (section 4.6), and street lighting electricity costs (section 4.8);
  - (h) the Performance Guarantee has been provided (section 5.1);
  - (i) all policies of insurance or proof of insurance have been provided (Part 6);
  - (j) all required lands and easements have been transferred to the Municipality (section 7.5); and

- (k) all other plans, reports, approvals and work described in Schedule 7 or Schedule 8 and specified to be pre-conditions to the issuance of an Authorization to Commence have been provided, obtained or undertaken.
- 2.28 Prior to the Owner retaining a new Owner's Engineer, the Owner shall provide the Director with a letter described in clause 2.27(a) from the new Owner's Engineer.
- 2.29 An Authorization to Commence may be issued for portions of the Surface Works, but a Certificate of Completion can only be issued for all of the Surface Works.

### **Construction Supervision**

- 2.30 The Owner's Engineer shall provide fully qualified, experienced supervisory layout and inspection field staff to provide quality assurance of the construction of all Works. Without limiting the generality of the foregoing, the Owner's Engineer shall,
- (a) continuously monitor and supervise the construction of all components of the Works to verify conformity to the approved Engineering Drawings, Municipal Specifications and all other requirements of this Agreement;
  - (b) carry out or verify all field layout including the provision of line and grade;
  - (c) investigate and immediately stop and/or reject any Works, procedure or material that does not comply with this Agreement and immediately notify the Director;
  - (d) investigate and immediately report to the Director any unusual circumstances, potential problems or conflicts;
  - (e) maintain and provide copies to the Director upon request all records, data, tests, reports, photos, approvals and orders pertaining to the Works including all information on contract, sub-contracts, suppliers, service providers, payment certificates, payment records, certificates of substantial performance, and proof of publication where required;
  - (f) obtain all necessary field information to verify the acceptability of the Works and to prepare accurate as-constructed drawings; and
  - (g) arrange for and supervise storm sewer cleaning and video inspections acceptable to the Director of all storm sewers, catch basin leads and, where requested, house lateral services, prior to the issuance of a Certificate of Completion and again prior to the issuance of a Certificate of Acceptance.
- 2.31 The Owner's Engineer shall arrange for and monitor all required qualitative and quantitative testing of equipment, materials and procedures to confirm compliance with specifications.
- 2.32 The Owner's Engineer and, where applicable, a geotechnical engineer and/or structural engineer, shall issue certificates in a form acceptable to the Director confirming that a particular portion of the Works has been constructed in accordance with specifications.
- 2.33 The Director may retain, at the Owner's cost, an alternate geotechnical engineer and/or structural engineer to carry out independent qualitative or quantitative tests and prepare certificates on behalf of the Municipality.

### **General Construction Requirements**

- 2.34 All Works shall be constructed in accordance with approved Engineering Drawings.
- 2.35 No deviation from the approved Engineering Drawings shall be permitted unless such deviation is authorized by the Director before it is undertaken.

- 2.36 If in the Director's opinion any additional work is required to provide for the adequate operation, functioning or maintenance of any Works, the Owner shall construct such additional facilities and perform such additional work as the Director may require by notice given to the Owner.
- 2.37 The Owner shall obtain permission from the Director prior to carrying out any blasting.
- 2.38 The Owner shall not import or export fill to or from any portion of the Lands unless the Owner has obtained approval from the Director regarding the intended haulage routes, the time and duration of the site alteration work, fees, and security relating to mud clean up, dust control and road damage. The Owner shall not import fill if it comes from a source outside of the Municipality unless the Director has given prior approval.
- 2.39 The Owner shall continually monitor all building construction activity and remove all construction debris and improperly stored building materials.
- 2.40 The Regional Well Interference Policy adopted by Regional Council on June 30, 1999 shall apply to the construction of any Works that may cause interference to or dewatering of a private well in the urban and/or rural areas.

### **Certificates of Completion**

- 2.41 The construction of any Works Component shall not be deemed to be complete until the Director has issued a Certificate of Completion.
- 2.42 A Certificate of Completion shall not be issued until,
- (a) the Owner's Engineer has made a written request for the certificate;
  - (b) the Owner's Engineer has provided written confirmation that the Works covered by the certificate have been constructed in accordance with the approved Engineering Drawings and Municipal Specifications; and
  - (c) the Works covered by the certificate have been inspected by the Director, including any required tests or assessments, and the Director is satisfied that they have been completed as required by this Agreement.
- 2.43 The issuance of a Certificate of Completion for the Stormwater Management Works must coincide with the issuance of a Certificate of Completion for the Surface Works.
- 2.44 The issuance of a Certificate of Completion shall not absolve or release the Owner or the Owner's Engineer from liability for any errors or omissions in relation to the Works described in the certificate.

### **Maintenance of Works**

- 2.45 The Owner shall be fully responsible for the construction, repair and maintenance of all Works from the date that an Authorization to Commence is issued until a Certificate of Acceptance is issued for the Works.
- 2.46 The Owner shall monitor and maintain every road and sidewalk within the 40M-Plan and any existing public highway used to provide access to the Lands that may be adversely impacted by construction activity on the Lands in a well drained, dust and mud free condition, suitable for ordinary vehicular traffic and otherwise in accordance with the Road Condition Policy approved by Council in March, 1989 and revised in April, 2003.
- 2.47 The Owner shall erect and maintain signs satisfactory to the Directors at all entrances to the Lands indicating that the roads are unassumed roads that the Municipality is not required by law to repair or maintain.



**Existing Storm Sewers**

- 2.48 (1) In this section, “External Sewer” means any storm sewer not on the Lands that may be adversely impacted by construction activity on the Lands.
- (2) The Owner shall take all steps necessary to ensure that all External Sewers are kept free of silt, mud and other debris generated through construction activity on the Lands.
- (3) If an External Sewer has been damaged or has not been kept free of debris as a result of the construction activity on the Lands, the Owner shall take all steps necessary to restore the External Sewer to its previous condition after receiving notice from the Director.

**Maintenance Periods**

- 2.49 The minimum maintenance period applicable to each Works Component commences upon the issuance of a Certificate of Completion and ends as follows:
- (a) Base Works – 2 years.
  - (b) Street Lighting Works – 2 years.
  - (c) Surface Works – 1 year.
  - (d) Landscaping Works – 2 years.
  - (e) Stormwater Management Works – 2 years.
- 2.50 Notwithstanding clause 2.49(a), the minimum maintenance period for the Base Works shall not end until a Certificate of Completion is issued for the Surface Works.

**Certificates of Acceptance**

- 2.51 Following the conclusion of the applicable maintenance period, the Director may issue a Certificate of Acceptance of any Works Component provided,
- (a) the Owner’s Engineer has made a written request for the certificate;
  - (b) the Owner’s Engineer has provided written confirmation that the Works covered by the certificate have been maintained in accordance with the approved Engineering Drawings and Municipal Specifications;
  - (c) the Director is of the opinion that the Works have been maintained as required by this Agreement;
  - (d) the Director has received as-constructed drawings in a form acceptable to the Director as well as the electronic files; and
  - (e) for Surface Works, a registered Ontario Land Surveyor retained by the Owner has provided the Municipality with written confirmation that all standard iron bars shown on the 40M-Plan and all survey monuments at all block corners, the end of all curves, other than corner roundings, and all points of change in direction on roads are in place.

**Assumption**

- 2.52 Following the issuance of a Certificate of Acceptance for the Surface Works and the Landscaping Works, the Director shall recommend to Council that all roads be assumed.

**Works Components**

- 2.53 Notwithstanding the definitions of Base Works, Landscaping Works, Stormwater Management Works, Street Lighting Works and Surface Works in Schedule 1, if the Director and the Owner agree, individual work items may be transferred from one

Works Component to another Works Component, and all Authorizations to Commence, Certificates of Completion, Certificates of Acceptance and Performance Guarantee reductions shall be based on the revised description of the Works Components.

### **PART 3 - PLANNING AND FIRE**

#### **Architectural Design Guidelines**

- 3.1 (1) In this section, "Control Architect" means an architect approved by the Municipality to provide advice on architectural designs and design themes for plans of subdivision.
- (2) No residential unit shall be offered for sale until the architectural design of the unit has been approved by the Director of Planning Services.
- (3) All dwellings erected on the Lands shall comply with the Municipality's Architectural Design Guideline approved by Council Resolution #C-121-11 on March 7, 2011 or, if applicable, any architectural design guidelines specific to the Lands. Compliance shall be determined by the Director of Planning Services.
- (4) All architectural control services provided by the Control Architect shall be at the expense of the Owner.
- (5) Only model working drawings bearing the stamp of the Control Architect shall be eligible for submission to the Municipality for building permits.

#### **Requirements for Building Permits**

- 3.2 The Owner shall not make an application for a building permit for any building on the Lands until,
- (a) a Certificate of Completion has been issued for the Base Works (unless otherwise approved by the Director);
  - (b) all services and utilities that are required to service the building have been constructed to the satisfaction of the authority having jurisdiction;
  - (c) all necessary fire access routes have been constructed to the satisfaction of the Director of Emergency and Fire Services;
  - (d) if the building will be on a Lot or Block that is unsuitable for building purposes, the Owner has satisfied the conditions with respect to the development of such Lot or Block;
  - (e) the Owner has received confirmation from the Director of Planning Services that the design of the building complies with the Architectural Design Guidelines;
  - (f) the Director has approved an individual Lot or Block grading plan;
  - (g) Owner has deposited the Lot Grading Security for all Lots;
  - (h) the Municipality has received confirmation from all utilities that agreements have been entered into with the Owner (section 2.10);
  - (i) if applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study; and
  - (j) all other matters specified in Schedule 7 or Schedule 8 to be pre-conditions to an application for a building permit have been satisfied.

**Model Homes**

- 3.3 Notwithstanding section 3.2, the Owner may apply for conditional building permits for model homes provided,
- (a) the applicable zoning by-law permits the model home;
  - (b) 10% of the total number of Lots or 10 Lots (whichever is less) may be used as model homes;
  - (c) all roads have a base course of asphalt satisfactory to the Director; and
  - (d) the requirements of clauses 3.2 (d), (e) and (f) have been met.
- 3.4 Where the requirement of clause 3.3(c) cannot be met, the Owner shall obtain the approval of the Directors for the proposed alternate access to the model home (which cannot be via an unpaved road).
- 3.5 Model homes shall be used for sales display purposes only.
- 3.6 If the Owner constructs a model home prior to the day on which watermains and fire hydrants are fully serviced and operational, the construction and use of the model home is entirely at the risk of the Owner.

**Occupancy Requirements**

- 3.7 The Owner shall not apply for an occupancy permit under the Ontario Building Code for any building on the Lands until the Street Lighting Works has been installed and energized.
- 3.8 The Owner shall not apply for an occupancy permit for a model home until all of the requirements of section 3.2 have been met.

**Land Use Plan**

- 3.9 (1) In this section, "Land Use Plan" means a plan prepared by the Owner in the Municipality's standard form that has been approved by the Director of Planning Services showing,
- (a) approved Lots;
  - (b) existing and future roads and interchanges;
  - (c) existing and future high-tension hydro transmission towers/corridors;
  - (d) existing and future sidewalks/bicycle paths and trails
  - (e) existing or future large scale solar or industrial wind turbine installations;
  - (f) railway lines;
  - (g) existing and future transit routes;
  - (h) community mail boxes;
  - (i) storm water management ponds, blocks and related facilities;
  - (j) adjacent land uses;
  - (k) existing and future schools;
  - (l) existing and future commercial areas;
  - (m) existing and future parks;
  - (n) existing and future areas of different residential densities;
  - (o) fencing (i.e. noise attenuation, chain link, wooden); and
  - (p) contact information for all relevant agencies.
- (2) The Owner shall erect and maintain the Land Use Plan in all sales trailers, pavilions, model homes, presentation centres, offices or other structures used to sell new homes within the 40M-Plan.

- (3) Any marketing material used to help sell any Lots shall include the Land Use Plan.

### Notices and Warnings

- 3.10 The Owner shall include in agreements of purchase and sale for all Lots the applicable Clarington Official Plan map which shows the long term approved land uses within 500 metres of the 40M-Plan.
- 3.11 The Owner shall include a clause in agreements of purchase and sale for all Lots informing the purchaser of all applicable development charges in accordance with subsection 59(4) of the *Development Charges Act, 1997*, S.O. 1997, c.27.
- 3.12 The Owner shall ensure that the notices and warnings set out in Schedule 3 are included in agreements of purchase and sale for all Lots or Blocks.
- 3.13 The Owner shall ensure that the notices and warnings set out in Schedule 4 are included in agreements of purchase and sale for the Lots or Blocks to which they apply.
- 3.14 The Owner shall provide the Municipality with a copy of the form of agreement of purchase and sale to be used for all Lots.

### Temporary Crossing Guards

- 3.15 Where the Director of Planning Services determines that an adult crossing guard is temporarily required due to safety concerns relating to construction activity, the Owner shall reimburse the Municipality for the cost of providing such service.

### School Board Lands

- 3.16 If applicable, the Owner shall notify the Municipality if any school board that has an option to acquire any Lots or Blocks does not exercise its option. The Owner grants to the Municipality an irrevocable option to acquire such Lots or Blocks on the same terms and conditions as were available to the school board (including the consideration to be paid to the Owner) other than the date prior to which the option has to be exercised. The Municipality shall have 90 days from the date that it is notified by the Owner that the school board did not exercise its option to exercise the Municipal option hereby granted by giving notice to the Owner.

### Fire Regulations

- 3.17 The Owner shall store all combustible waste in accordance with the Ontario Fire Code.
- 3.18 The Owner shall not permit any open air burning on the Lands without approval from the Director of Emergency and Fire Services.
- 3.19 (1) In order to reduce the potential of large loss fires, no more than,
- (a) six buildings, where each building contains one dwelling unit;
  - (b) three buildings, where each building contains more than one, but not more than four dwelling units; or
  - (c) one building, where each building contains more than four dwelling units,

shall be constructed adjacent to each other, at the same time, without providing for a firebreak Lot or Block.

- (2) For purposes of this section, the construction of an accessory dwelling unit or

accessory structure such as a detached garage or garden suite shall be considered part of the main building or dwelling unit.

(3) No combustible framing above the ground subfloor level shall proceed on the designated firebreak until the exterior finish cladding or interior gypsum wall finishing and the final installation of roofing, fascia-boards, soffits, doors and windows of the immediately adjoining buildings have been completed.

(4) Construction shall be permitted on a firebreak Lot or Block up to and including the ground floor subfloor level at the same time as construction proceeds on adjacent Lots or Blocks.

(6) Temporary installation of plywood in door and window openings is not acceptable as a means of complying with subsection (3).

(7) Minimum firebreak size between buildings (on all sides) shall be 8 metres.

(8) When variations of building types are adjacent to each other, the most restrictive firebreak requirement shall apply.

### Street Signs

3.20 The Owner shall erect temporary street signs fastened securely to a post 2 metres above ground level at all road intersections in the 40M-Plan prior to the commencement of construction of any building or structure, and maintain such temporary street signs until permanent signs are erected.

3.21 The Owner shall erect permanent street signs when all grading of roads and boulevards has been completed to the satisfaction of the Director and maintain such street signs until Certificates of Acceptance have been issued for the Surface Works and the Landscape Works.

### Lot Identification

3.22 The Owner shall place a sign on every Lot in respect of which a building permit has been issued that clearly and prominently (at least 150 mm in height) identifies the Lot according to its number on the 40M-Plan and its municipal address.

## PART 4 - FEES AND CHARGES

### Outstanding Charges

4.1 The Owner shall,

- (a) pay all municipal taxes outstanding against the Lands;
- (b) commute and pay all local improvement charges imposed against the Lands; and
- (c) commute and pay all other charges assessed against the Lands including charges under the *Drainage Act*, R.S.O.1990, c. D.17, *Tile Drainage Act*, R.S.O. 1990, c. T.8, *Ontario Water Resources Act*, R.S.O. 1990, c. O.40 and *Municipal Act, 2001*. S.O. 2001, c.25.

### Legal Fees and Disbursements

4.2 The Owner shall pay all legal fees and disbursements associated with preparation and registration of this Agreement, the transfers set out in Schedule 5 and all related documents in accordance with the Municipality's fees by-law (2011-118).

### Engineering Review Fees

- 4.3 An Authorization to Commence shall not be issued unless the Owner has paid to the Municipality an engineering review fee of 1.25% of the Final Works Cost Estimate or \$2,000, whichever is greater.
- 4.4 After the Engineering Drawings have been submitted three times, there shall be an additional engineering review fee of \$1,000 per subsequent submission.

### Engineering Inspection Fee

- 4.5 (1) For the purposes of this section, "Estimated Cost of Services" means the Final Works Cost Estimate and the estimated cost of Regional services.
- (2) An Authorization to Commence shall not be issued unless the Owner has paid to the Municipality an engineering inspection fee calculated as follows:

<u>Estimated Cost of Services</u>	<u>Inspection Fee</u>
Less than \$500,000.00	\$8,000.00 or 3.5% of the Estimated Cost of Services, whichever is greater
\$500,000.00 to \$1,000,000.00	\$17,500.00 or 3.0% of the Estimated Cost of Services, whichever is greater
\$1,000,000.00 to \$2,000,000.00	\$30,000.00 or 2.5% of the Estimated Cost of Services, whichever is greater
\$2,000,000.00 to \$3,000,000.00	\$50,000.00 or 2.25% of the Estimated Cost of Services, whichever is greater
\$3,000,000.00 or greater	\$67,500.00 or 2.0% of the Estimated Cost of Services, whichever is greater

### Winter Maintenance Costs

- 4.6 Notwithstanding sections 2.45 and 2.46, the Municipality shall provide, on the Owner's behalf, winter maintenance services (snow ploughing, sanding, salting and spring clean-up) on all roads for a period of 1 year from the date of first occupancy of any building. An Authorization to Commence shall not be issued unless the Owner has paid to the Municipality a flat rate based on an annual cost of \$5,600.00 per kilometre to cover the Municipality's costs of providing such service. After the 1 year period has expired, winter maintenance services and costs shall be the responsibility of the Municipality.
- 4.7 Notwithstanding section 4.6, the Owner shall be responsible for any extraordinary winter maintenance costs or repair costs (including vehicle and equipment repair) incurred as a result of improper or deficient construction of the roads or material or debris on the road.

### Street Lighting Costs

- 4.8 The Municipality shall pay all electricity costs for the Street Lighting Works after a Certificate of Completion has been issued for such Works. An Authorization to Commence shall not be issued unless the Owner has paid the Municipality a lump sum representing a 2 year estimate of such costs (\$125 per light for 2 years).

Payment of such costs shall not relieve the Owner of the responsibility to repair and maintain the Street Lighting Works.

### **Harmonized Sales Tax**

4.9 The Owner shall pay all applicable Harmonized Sales Taxes on the fees payable under sections 4.2, 4.3, 4.4, 4.5, 4.6 and 4.8.

### **Development Charges**

4.10 The Owner shall pay the Municipal development charge for each unit at the rate in effect under the Municipality's Development Charge By-law No. 2010-058 when the payment is made at the timing of building permit issuance.

4.11 The Owner acknowledges that all charges, payments, Works and other obligations of the Owner in this Agreement are characterized as,

- (a) local services constructed at the expense of the Owner related to or within the 40M-Plan as a condition of approval under section 51 of the *Planning Act*, R.S.O. 1990, c. P.13; or
- (b) services for which the Owner is making no claim for development charge credits or seeking any other type of recovery unless the Owner is a party to a cost-sharing agreement or front-ending agreement with the Municipality which requires benefitting land owners to reimburse the Owner for a portion of such costs.

### **Unpaid Monies**

4.12 The due date of any money payable under this Agreement to the Municipality shall be 30 days after the date that the invoice is given to the Owner. Interest shall be calculated and paid by the Owner on all late payments at the rate of 1% per month as approved by Council through Report TR-86-97.

## **PART 5 - FINANCIAL SECURITY**

### **Performance Guarantee**

5.1 (1) An Authorization to Commence shall not be issued unless the Owner has deposited a Performance Guarantee with the Municipality in order to guarantee the performance of all of the Owner's obligations under this Agreement.

(2) The initial amount of the Performance Guarantee shall be 100% of the Final Works Cost Estimate.

(3) Prior to registration of the Plan, when applying for Authorization to Commence approval, the Owner may elect to provide a reduced Performance Guarantee in an amount equal to 15% of the value of the Base Works plus 120% of all other Works included in the Final Works Cost Estimate. With this option, the Owner agrees that the Agreement and Plan shall not be registered until all requirements that normally apply to a Performance Guarantee reduction under section 5.3 have been met (with the exception of clause 5.3(e)(vi)).

5.2 The Municipality may appropriate any portion of the Performance Guarantee to remedy any Default.

### **Reduction**

5.3 The Performance Guarantee may be reduced provided,

- (a) the Owner's Engineer has made a written request for the reduction which includes all pertinent payment information;
  - (b) a Certificate of Completion has been issued for the Works Component in respect of which the reduction is sought (unless otherwise approved by the Director);
  - (c) the Owner has provided a copy of the publication in the Daily Commercial News of completion of the Works Component in respect of which the reduction is sought if such work has been substantially completed or the Owner provides documentation satisfactory to the Director showing that all services and materials with respect to such Works have been supplied and no amounts are owing to any person in relation to such services or materials;
  - (d) the Owner is not in Default; and
  - (e) the Owner has filed a statutory declaration stating that,
    - (i) all services and materials with respect to the construction and maintenance of the Works for which the reduction is sought have been supplied and no amounts are owing to any person in relation to such materials or services;
    - (ii) no person has given notice of a claim for lien under the *Construction Lien Act*, R.S.O. 1990, c.30 against the Lands or any part thereof, and no person is entitled to make such a claim;
    - (iii) there are no judgments or executions filed against the Owner;
    - (iv) nothing is owed by the Owner or claimed against it for unemployment insurance deductions, income tax deductions, or premiums under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sch. A;
    - (v) the Owner has not made any assignment for the benefit of creditors, no receiving order has been made against it under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and no petition for such an order been served upon the Owner; and
    - (vi) 45 days have passed since the completion of the Works for which the reduction is sought.
- 5.4 (1) The Performance Guarantee may be reduced to an amount equal to the sum of,
- (a) 15% of the value of the completed Works Component (based on the Final Works Cost Estimate); and
  - (b) 120% of the value of all uncompleted Works (based on the Final Works Cost Estimate).
- (2) If the Director estimates that the cost of uncompleted Works is significantly greater than the Final Works Cost Estimate for such Works or if additional work or remedial work (including storm sewer cleaning) is noted by the Director, the amount referred to in clause (1)(b) shall be increased accordingly.

#### **Release of Maintenance Holdbacks**

- 5.5 Following the issuance of a Certificate of Acceptance, the portion of the Performance Guarantee held as security for the Works covered by the certificate shall be released.



**Lot Grading Security**

- 5.6 All Lots in urban areas shall be sodded and all Lots in rural areas shall be sodded or seeded, as required by the Director, within 1 year of occupancy.
- 5.7 After sodding and within 1 year of occupancy, the Owner's Engineer shall certify to the Director that the final grade of a Lot or Block for which a building permit was issued conforms to the approved individual Lot or Block grading plan.
- 5.8 The Owner shall not apply for any building permit unless the Owner has secured the obligations under sections 5.6 and 5.7 by depositing with the Municipality cash or a Letter of Credit in an amount determined in accordance with the following scale:
- |          |                   |              |
|----------|-------------------|--------------|
| Level 1: | 10 or fewer units | \$ 15,000.00 |
| Level 2: | 11 to 50 units    | \$ 30,000.00 |
| Level 3: | 51 to 100 units   | \$ 45,000.00 |
| Level 4: | 101 to 250 units  | \$ 60,000.00 |
| Level 5: | 251 to 500 units  | \$ 90,000.00 |
| Level 6: | 500 or more units | \$150,000.00 |
- 5.9 The Lot Grading Security may be reduced to a lower level of security once the Owner's Engineer has provided to the Directors a sufficient number of certified Lot grading certificates to justify the reduction.

**PART 6 - INSURANCE****Coverage Required**

- 6.1 The Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Municipality's Director of Finance and licensed in Ontario to underwrite such insurance. Such insurance shall contain terms and conditions acceptable to the Municipality's Director of Finance and shall indemnify the Municipality against all damage or claims for,
- (a) any loss or damage that may happen to any of the Works;
  - (b) any loss or damage that may happen to any of the materials or any of the equipment or any other things used to construct any of the Works or any of the utilities;
  - (c) any injury to any person including workers employed on the Lands and the public;
  - (d) any loss or damage that shall or may result from the storage, use or handling of explosives;
  - (e) any loss or damage that shall or may result from the drainage of surface waters on or from the Lands;
  - (f) any loss or damage that may result from the disposal of effluent from any sewage disposal works; and
  - (g) any loss or damage that may happen to any public road or to any property of the Municipality or to the property of any other person either directly or indirectly by reason of the Owner undertaking the development of the Lands.

**Amount of Coverage**

- 6.2 All policies of insurance shall be issued jointly in the names of the Owner and the Municipality and shall provide minimum liability coverage of \$5,000,000.00 for all

damage arising out of one accident or occurrence or series of accidents or occurrences.

- 6.3 The issuance of any policy of insurance or the acceptance of it by the Municipality shall not relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

#### **Exemption of Coverage Prohibited**

- 6.4 No policy of insurance shall contain coverage exemptions or limitations for any,
- (a) shoring, underpinning, raising or demolition of any building or structure;
  - (b) pile driving or caisson work;
  - (c) collapse or subsidence of any building, structure or land from any cause; or
  - (d) storage, handling or use of explosives in cases in which the Owner is required to obtain the Director's permission to carry out a blasting operation.

#### **Term**

- 6.5 The term of all required insurance shall commence no later than the day on which the first Authorization to Commence is issued and shall terminate when Certificates of Acceptance have been issued for all Works.
- 6.6 All policies of insurance shall contain a clause providing for automatic term renewals.

### **PART 7 - REGISTRATION REQUIREMENTS**

#### **Solicitor's Certificate**

- 7.1 The Owner shall provide to the Municipality a solicitor's certificate in a form acceptable to the Municipal Solicitor certifying,
- (a) ownership of the Lands and all encumbrances against the Lands; and
  - (b) ownership of any land outside the limits of the 40M-Plan and all encumbrances against such land if it is to be conveyed to the Municipality or if an easement through it is to be transferred to the Municipality.

#### **Registration of Agreement**

- 7.2 The Owner consents to the registration of an Inhibiting Order and notice of this Agreement against title to the Lands.
- 7.3 The Municipality may enforce the provisions of this Agreement against the Owner and, subject to the provisions of the *Registry Act*, R.S.O. 1990, c. R.20 and the *Land Titles Act*, R.S.O. 1990, c. L.5, against all subsequent owners of the Lands.

#### **Registration of R-Plans**

- 7.4 Following the registration of the 40M-Plan and the Inhibiting Order, the Owner shall cause to be registered all draft reference plans referred to in Schedule 5.

#### **Transfers of Lands and Easements**

- 7.5 (1) The Owner shall transfer to the Municipality all of the lands and easements described in Schedule 5 free and clear of encumbrances and restrictions. All such transfers shall be made for a nominal consideration and shall contain provisions satisfactory to the Municipal Solicitor.

(2) If, subsequent to the date of this Agreement, further lands or easements through a particular Lot or Block are required for Municipal purposes related to the development of the Lands, the Owner shall transfer such lands or easements to the Municipality after notice to do so is given to the Owner by the Director and subsection (1) shall apply to any such transfer.

### **Authority to Update**

7.6 The Owner authorizes the Municipality to complete registration particulars of any instruments referred to in this Agreement as required.

### **Postponement**

7.7 (1) In this section, "Charge/Mortgage" and "Chargee/Mortgagee" mean the Charge/Mortgage and Chargee/Mortgagee referred to in recital C.

(2) The Chargee/Mortgagee hereby postpones the Charge/Mortgage to this Agreement with the intent that this Agreement shall take effect as though dated, executed and registered prior to the Charge/Mortgage.

### **Release of Inhibiting Order**

7.8 The Municipality shall not release the Inhibiting Order until all of the transfers described in Schedule 5 and all partial discharges or postponements relating to such transfers (as described in the Inhibiting Order) have been registered.

### **Release of Agreement**

7.9 The Municipality shall prepare and register partial releases of this Agreement on a lot by lot basis provided Certificates of Acceptance have been issued for all Works, Council has assumed all of the roads and the person requesting the partial release pays all registration costs.

## **PART 8 - REMEDIES**

### **Default**

8.1 The Owner shall be in default if, in the opinion of the Director,

- (a) the Owner is not constructing any Works so that they will be completed within the time specified in the Construction Schedule;
- (b) completion of the Surface Works is being unduly delayed;
- (c) the Works are being or have been improperly constructed;
- (d) the Owner neglects or refuses to complete, remove or repair any Works that have been rejected by the Director as being defective, deficient or unsuitable; or
- (e) the Owner is otherwise in default of any obligation under this Agreement.

8.2 (1) If the Owner is in Default and such Default has continued for a period of 10 business days (or such longer period of time as may be required in the circumstances to cure the Default) after receipt of notice from the Director setting out the particulars of the Default, the Municipality may,

- (a) give the Owner an order to stop construction of any Works; and/or
- (b) enter upon the Lands and remedy the Default at the Owner's expense, and draw upon the Performance Guarantee to purchase such services

and materials as in the opinion of the Director are required for such purpose.

(2) Notwithstanding subsection (1), notice of Default under section 2.39 (site condition) and section 2.46 (road and sidewalk maintenance) shall be 1 business day.

(3) Notwithstanding subsection (1), the Director shall not be required to give notice of Default under section 2.23 (winter construction). If there is Default under section 2.23, the Director may immediately issue a stop work order and direct that all trenches be immediately backfilled, and construction shall not recommence prior to May 1<sup>st</sup>, at which time any remedial work or tests deemed necessary by the Director shall undertaken.

(4) Notwithstanding subsection (1), the Director shall not be required to give notice of Default under section 2.30 (construction supervision). If there is Default under section 2.30, the Director may immediately retain an independent field inspector to carry out the supervisory duties described in section 2.30 on behalf of the Municipality at the Owner's expense.

(5) Notwithstanding subsection (1), in cases of emergency or urgency, the Municipality may enter onto the Lands without notice and perform, at the Owner's expense, such work as the Director deems necessary to protect the integrity of existing Municipal infrastructure or to protect the integrity and functionality of the Works.

(6) The cost of any remedial work undertaken by the Municipality under this section shall include an administration fee of 30% of the contractor's charges to the Municipality (including any charges for overhead and profit) or, if such work is undertaken by the Municipality, 30% of all costs incurred by the Municipality to remedy the Default.

8.3 Every contract made by the Owner with a contractor or homebuilder to construct any Works shall require the contractor or homebuilder to comply with all of the provisions of this Agreement, including the requirement to stop work when ordered by the Director.

8.4 Construction of any Works described in a stop work order may only recommence after the Director has provided authorization to recommence.

### **Inspection**

8.5 The Municipality shall be permitted unrestricted access to the Lands at all times in order to inspect any Works. The Owner and Owner's Engineer shall cooperate fully with the Municipality in any inspection.

### **Liens**

8.6 (1) If a claim for a lien in respect of any Works is filed with the Municipality or the Municipality receives written notice of a claim of an alleged beneficiary of a statutory trust under the *Construction Lien Act*, R.S.O. 1990, c. C.30 and the Owner fails to discharge the lien or the claim as the case may be within 10 business days after receipt of notice from the Municipality, then the Municipality may,

(a) pay the full amount of the claim and security for costs into a court of competent jurisdiction in order to obtain an order vacating such claim for lien;

(b) discharge the claim in full by paying the amount claimed; or

- (c) draw the full amount of the claim from the Performance Guarantee and hold the cash in a deposit account of the Municipality as the security payment of the claim.

(2) The Owner shall indemnify the Municipality against the costs incurred by the Municipality in making any payment pursuant to subsection (1) including the Municipality's reasonable legal costs.

### **Indemnity**

- 8.7 The Owner shall indemnify and save the Municipality harmless from and against all actions, claims, liabilities, losses, damages and expenses (including Municipality's reasonable legal costs) which are caused in whole or in part by the Owner's negligence or improper work completed by the Owner until all Works have been accepted, save and except for any actions, claims, liabilities, losses, damages and expenses resulting from the Municipality's negligence or the negligence of those for whom the Municipality is responsible in law.

### **Remedial Action**

- 8.8 The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25.

## **PART 9 - GENERAL**

- 9.1 The Works may be used by the Municipality and the public for any of the purposes for which they are designed, without interference by the Owner, and without the payment of any compensation to the Owner.
- 9.2 The Owner shall not assign this Agreement without the Municipality's consent.
- 9.3 No amendment to this Agreement shall be effective unless made in writing and signed by all parties.
- 9.4 If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable, the remaining provisions shall not be affected.
- 9.5 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.
- 9.6 Time shall be of the essence of this Agreement unless the Director authorizes otherwise.
- 9.7 This Agreement shall enure to the benefit of and shall bind the parties and their respective successors and permitted assigns.
- 9.8 This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same agreement.
- 9.9 Where there is more than one owner of the Lands, all obligations of Owner under this Agreement are joint and several.
- 9.10 The Owner and the Municipality agree to execute such other instruments as may from time to time be necessary or desirable to give effect to the provisions of this Agreement.
- 9.11 Any notice that is required to be or may be given under this Agreement shall be in writing and shall be sent by e-mail or delivered:

To the Owner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

To the Municipality:

Municipality of Clarington  
 40 Temperance Street  
 Bowmanville, ON L1C 3A6  
 Attention: Director of Engineering Services  
 Email: [engineering@clarington.net](mailto:engineering@clarington.net)  
 and  
 Attention: Director of Planning Services  
 Email: [planning@clarington.net](mailto:planning@clarington.net)

or such other e-mail address or postal address of which either party has notified the other. Any such notice shall be effective from the date that it is so emailed or delivered.

**IN WITNESS WHEREOF** the parties have signed this Agreement.

**THE CORPORATION OF THE  
 MUNICIPALITY OF CLARINGTON**

\_\_\_\_\_  
 David Crome, Director of Planning Services

\_\_\_\_\_  
 Patti L. Barrie, Municipal Clerk

We have authority to bind the Corporation

[Insert name of Owner]

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

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

I/We have authority to bind the Corporation

[Insert name of Mortgagee/Chargee]

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

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

I/We have authority to bind the Corporation

**SCHEDULE 1 - DEFINITIONS**

**“40M-Plan”** means the Plan 40M-          .

**“Architectural Design Guidelines”** means the architectural control design guidelines described in subsection 3.1(2).

**“assumed”** means assumed by the Municipality for public use and maintenance purposes through the passage of a by-law by Council under subsection 31(4) of the *Municipal Act, 2001*, S.O. 2001, c.25.

**“Authorization to Commence”** means a certificate issued by the Director to formally authorize commencement of any Works.

**“Base Works”** means the Storm Sewer Works, initial works within the road system including sub-grade, sub-base and base granular materials, sub-drains, base curbs, base asphalt, traffic control and temporary street name signs, installation and removal of turning circles, and noise attenuation fencing.

**“Certificate of Acceptance”** means a certificate issued by the Director to formally accept a Works Component.

**“Certificate of Completion”** means a certificate issued by the Director to formally acknowledge that the construction of a Works Component has been completed.

**“construct”** includes install.

**“Construction Schedule”** means a schedule which sets out the time at which, and the sequence in which, the Owner proposes to construct the Works Components other than the Surface Works.

**“Council”** means the Council of the Municipality.

**“Default”** means default as described in section 8.1.

**“Director”** means the Municipality’s Director of Engineering Services or a designate.

**“Directors”** means the Director and the Director of Planning Services.

**“Director of Emergency and Fire Services”** means the Municipality’s Director of Emergency and Fire Services or a designate.

**“Director of Planning Services”** means the Municipality’s Director of Planning Services or a designate.

**“Engineering Drawings”** means drawings and/or specifications prepared by a professional engineer respecting any Works.

**“Final Works Cost Estimate”** means the Preliminary Works Cost Estimate as revised after the Engineering Drawings, Grading and Drainage Plan and Landscaping Plan have been approved.

**“Grading and Drainage Plan”** means a plan showing (a) the existing and proposed drainage pattern on the Lands and all lands adjacent to the Lands; (b) the direction of all surface drainage, including water from adjacent land originally flowing through, into or over the Lands to the municipal storm sewer system or any other outlet approved by the Director; and (c) overland flow routes.

**“Lands”** means the lands described in recital B.

**“Landscaping Plan”** means a plan prepared by a qualified landscape architect showing the proposed landscaping for the Lands (including all boulevards, entranceways, trees, fencing, landscape strips, stormwater management facilities and parks) that meets

Municipal Specifications, the requirements of any community theme plan approved by the Directors, and any other requirements of the Directors.

**“Landscaping Works”** means all work described in the Landscaping Plan other than any landscaping work that is part of the Stormwater Management Works.

**“Letter of Credit”** means an irrevocable and unconditional letter of credit issued by a bank listed in Schedule “I” or Schedule “II” of the *Bank Act*, S.C. 1991, c.46 containing terms satisfactory to the Municipality’s Director of Finance.

**“Lot Grading Security”** means the security required under section 5.6.

**“Municipality”** means The Corporation of the Municipality of Clarington including, where appropriate, its agents, consultants, contractors, sub-contractors, employees or other persons authorized to act on its behalf.

**“Municipal Specifications”** means the Design Guidelines and Standard Drawings prepared by the Municipality in 2004 (revised in 2010).

**“Owner”** means [REDACTED] and includes, where appropriate, all agents, consultants, contractors, sub-contractors, suppliers, employees and other persons for whom the Owner is in law responsible.

**“Owner’s Engineer”** means a professional engineer or a firm of professional engineers retained by the Owner to perform the engineering duties set out in this Agreement.

**“Performance Guarantee”** means cash, a guaranteed investment certificate in favour of the Municipality, or a Letter of Credit initially in an amount determined in accordance with section 5.1.

**“Phasing Plan”** means a plan showing how the Works within the Lands are intended to connect to subsequent phases of development, including the provision of temporary or transitional works.

**“Preliminary Works Cost Estimate”** means the Preliminary Works Cost Estimate set out in Schedule 6.

**“Region”** means The Corporation of the Regional Municipality of Durham.

**“roads”** means all road allowances, highways, streets and lanes shown on the 40M-Plan.

**“Storm Sewer Works”** means a system for the removal of upstream storm water and storm water originating within the Lands, including storm sewer mains and connections, manholes, service connections, catch-basins and rear yard catch-basins and leads, open channels, ditches, storm outfalls and structures and any other appurtenances and over-sizing as required.

**“Stormwater Management Works”** means a stormwater management system that is consistent with the master drainage plan for the Lands, complete with overland flow routes, detention and retention facilities, quality control devices, outlets, erosion and sedimentation control measures, and all landscaping associated with such facilities.

**“Street Lighting Works”** means a street lighting system that provides illumination of roads and walkways to serve the Lands including all connections, energy and maintenance costs, appurtenant apparatus and equipment.

**“Surface Works”** means top curb and gutter, surface asphalt, sidewalks, all streetscape components including street trees, boulevard topsoil and sod, driveway aprons, permanent street name signs, fencing, walkways, and any remaining Works that are not part of the Base Works, the Stormwater Management Works or the Street Lighting Works.

**“Tree Preservation Plan”** means the tree preservation plan prepared in accordance with



Municipal Specifications entitled [REDACTED] prepared by [REDACTED] and dated [REDACTED].

**“Works”** means all facilities, services, works and improvements, including all connections, alterations, adjustments and transitions required to suit existing systems or lands, required for the development of the Lands including the Base Works, Stormwater Management Works, Storm Sewer Works, Street Lighting Works, Surface Works, and all fencing, noise attenuation measures, walkways (including lighting) and other miscellaneous works shown on the Engineering Drawings, Grading and Drainage Plan, Tree Preservation Plan and Landscaping Plan.

**“Works Component”** means the Base Works, the Landscaping Works, the Stormwater Management Works, the Street Lighting Works, or the Surface Works, or any components specified in Schedule 7.

**SCHEDULE 2 - PLAN 40M -**

**SCHEDULE 3 - STANDARD NOTICES AND WARNINGS**

**Assumption of Roads** – A considerable period of time may elapse before the roads in this subdivision are eligible for assumption by the Municipality. Until assumption, the developer is responsible for their maintenance.

**Boulevards** – Nothing may be planted, constructed or installed within municipal road allowance except as permitted under the Municipality's Boulevard By-law No.2013-066.

**Construction** – As is the case in any new subdivision, there will be ongoing construction activity that may affect the purchaser's use and enjoyment of the property including mud, dust, noise, traffic delays, and a lack of full services such as sidewalks.

**Drainage** – Side or rear yard swales or any other drainage patterns on any lot cannot be altered except with the permission of the Municipality.

**Driveway Spacing** – The width of driveways at the street must conform to the approved house siting plans.

**Future Development** – Land surrounding this plan of subdivision may be rezoned to allow for future development.

**Grading** – This lot will be graded by the builder in accordance with the plans approved by the Municipality. Such grading may accommodate drainage from surrounding lands and may include swales, slopes and retaining walls. In some cases, existing constraints and topography may require the final grading design to vary from the Municipality's guidelines which may affect the use of certain areas of the property. Issues regarding quality or workmanship should be directed to the builder.

**Mail Service** – Door-to-door postal service will not be available within this plan of subdivision. Instead, all mail will be delivered to community mailboxes in locations approved by Canada Post and the Municipality.

**Municipality's Gate Policy** – No gates will be permitted in any fence required by the subdivision agreement to be located between private property and Municipal property without the approval of the Municipality's Director of Engineering.

**Municipal Parking Requirements** – All roads in this subdivision will be subject to the Municipality's Traffic By-law No. 91-58, as amended, which may limit on-street parking.

**Occupancy** – Occupancy of any dwelling within this subdivision is not permitted unless an occupancy permit has been issued by the Municipality.

**Rural Ditching** – Municipal ditches are constructed for the purpose of conveying road drainage. Municipal maintenance of such ditches is limited to ditch functionality only. As a result, ditches may have tall grasses, weeds and bulrushes, or may have local areas of standing water and/or minor erosion. If the purchaser desires a higher standard of ditch maintenance and appearance, it will be the purchaser's responsibility and may require Municipal approval.

**Schools** – Students from this area may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be built for some time, if at all, and then only if authorized by the Ministry of Education.

**Subdivision Agreement** – The lands described in this Offer are subject to the requirements of a Subdivision Agreement between [REDACTED] and the Municipality of Clarington dated [REDACTED], 201[REDACTED]. A copy of this Agreement is registered on title to the property. Purchasers are advised that this Subdivision Agreement authorizes the Municipality to enter onto all lands within the plan of subdivision in order to carry out various inspections.

**SCHEDULE 4 - SPECIAL NOTICES AND WARNINGS**

***Note: See Conditions of Draft Plan approval***

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**SCHEDULE 5 - LANDS/EASEMENTS TO BE TRANSFERRED**

**LANDS TO BE TRANSFERRED**

1. Road Widening:
2. Sight Triangles:
3. Reserves:
4. Parkland Dedications:
5. Landscaping Blocks and Walkways:
6. External Lands:
7. Other:

**EASEMENTS TO BE TRANSFERRED**

8. Servicing Easements:
9. Temporary Turning Circles:
10. External Lands:
11. Other:

**SCHEDULE 6 - PRELIMINARY WORKS COST ESTIMATE**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Sub-total:	\$	.
5 % Contingency Allowance:	\$	.
Sub-total:	\$	.
10% Engineering Allowance:	\$	.
Sub-total:	\$	.
13% H.S.T. Allowance:	\$	.
Total Estimated Value of the Works:	\$	.
Total Amount of Performance Guarantee:	\$	.

**SCHEDULE 7 - SPECIAL TERMS AND CONDITIONS**

***Note: See Conditions of Draft Plan approval.***

**SCHEDULE 8 - AGENCY REQUIREMENTS**

***Note: See Conditions of Draft Plan approval***



**SCHEDULE 9 - CONDITIONS OF DRAFT PLAN APPROVAL**