

THIS AGREEMENT made in quadruplicate this [redacted] day of [redacted],
20 [redacted]

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
(hereinafter called the "Municipality" or "Township")

Party of the FIRST PART

- and -

2852243 Ontario Inc.
(hereinafter called the "Owner" or
"Subdivider")

Party of the SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule A hereto and are hereinafter called the "Subject Lands";

AND WHEREAS the Owner warrants that it is the sole owner of the Subject Lands.

AND WHEREAS the Owner has applied to the Municipality for approval of a plan of subdivision for the Subject Lands;

AND WHEREAS the Owner wishes to proceed to construct and install works and services on the Subject Lands prior to any final approvals being obtained for a plan of subdivision for the Subject Lands;

AND WHEREAS the Owner has agreed to proceed to pre-service the Subject Lands at its own risk and subject to the terms and provisions of this Agreement;

NOW THEREFORE in consideration of the covenants and promises herein contained, and other good and valuable consideration and the sum of ONE DOLLAR (\$1 .00) (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

1. DEFINITIONS

- a) "Municipal Engineer" shall mean the Manager of Operations for the Township or such person or persons designated in writing from time to time by the said Manager; and,
- b) "Owner" or "Subdivider" shall mean the Party of the Second Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.
- c) "Draft Plan Approval" means the draft plan of Subdivision with Conditions which has been issued for the Subdivision Lands by the Municipality bearing file number
- d) "Plan of Subdivision" means the Plan of Subdivision (M-Plan) to be registered pursuant to Draft Plan Approval;
- e) "Pre-Servicing Work" means all site alteration and the installation/construction of all site services/utilities, including any associated or required de-watering;
- f) "Development Agreement" means the Agreement to be entered into between Municipality and Subdivider pursuant to the Draft Plan Approval;
- g) "Subdivision Lands" means those land described as: PART LOT 29 CONCESSION 2 CRAMAHE AND PART LOT 182 PLAN REID CRAMAHE PARTS 1 & 2 PLAN 39R14479 TOWNSHIP OF CRAMAHE

2. SCHEDULES TO AGREEMENT:

- Schedule A: Legal Description of the Subject Lands
- Schedule B: Description of the Works

- Schedule C: Duties of the Owner's Engineer
- Schedule D: Engineering Design Drawings
- Schedule E: Works Cost Estimate
- Schedule F: Insurance Policies Required
- Schedule G: Regulations for Construction

3. CERTIFICATION OF OWNERSHIP AND ENCUMBRANCES

The Owner shall, at the time of execution of this Agreement by the Owner, provide the Township's Planning Coordinator with a letter, addressed to the Township and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and that there are no mortgagees or encumbrancers having an interest in the Subject Lands.

4. OWNER'S ASSUMPTION OF RISK AND CONDITIONS OF PRE-SERVICING

- a) This Pre-Servicing Agreement shall be in force for a period of three (3) years from the date of the Municipality's Council approval and may be renewed, subject to Municipal Council approval, granted in the sole discretion of the Municipality, in accordance with the Planning Act.
- b) The Owner acknowledges and agrees that it requested the Township to permit the Owner to proceed with the construction and installation of the Works, as described in Schedule "B" and "D" hereto, in, upon and under the Subject Lands prior to obtaining final subdivision approval or entering into a subdivision agreement with the Township.
- c) The Owner acknowledges and agrees that the construction and installation of the Works (including the costs thereof) is at the Owner's sole and complete risk.
- d) The Owner acknowledges and agrees that the execution of this Agreement does not constitute compliance with any condition of Draft Plan approval for the Subject Lands.
- e) The Owner acknowledges and agrees that the execution of this Agreement and/or the construction or installation of the Works or any part thereof does not obligate the Township to grant final approval of the Draft Plan, to enter into a Subdivision agreement, to assume any of the Works nor to grant any further planning approvals related to the Subject Lands. Further, nothing in this Agreement constitutes nor shall be deemed to constitute any assurance, warranty (express or implied) or representation that the Township will grant final approval of a plan of subdivision for the Subject Lands, enter into a subdivision agreement for the Subject Lands, assume any of the Works within the Subject Lands nor grant any further planning approvals related to the Subject Lands.
- f) The Owner acknowledges and agrees that the Township is not under any obligation whatsoever to correct any problems or deficiencies with respect to the Works.
- g) The Owner acknowledges and agrees that none of the Works shall be constructed or installed on existing publicly owned lands and none of the Works shall be connected to any existing municipal infrastructure or services unless and until final subdivision approval is granted and a subdivision agreement is entered into with the Township for the Subject Lands.
- h) The Owner acknowledges and agrees that the construction and installation of the Works shall be completed in accordance with all applicable by-laws and in compliance with the regulations in Schedule 'G'
- i) The Owner shall construct and install the Works in a good and workmanlike manner in accordance with all of the Municipality's standards and practices and in accordance with the approved plans for the Works;
- j) The Owner agrees not to undertake any construction or installation beyond such dates and times as are specified by the Municipality.
- k) The Owner shall promptly take such noise reduction and dust suppression measures as specified by the Municipality in this regard.

5. TOWNSHIP TO HAVE UNRESTRICTED ACCESS TO THE LANDS

The Owner agrees to permit unrestricted access to the Lands to the Township and its

agents and to the various authorities involved with approval of the Plan of Subdivision and construction of the Works for the purpose of inspection of the construction activities and the Works.

6. UTILITY AUTHORITIES

Utility Authorities – letters from Canada Post, Enbridge and Bell Canada confirming that satisfactory arrangements have been made with those authorities concerning the relocation and/or construction/reconstruction of any authority facilities located adjacent to, underneath or within subdivision land. A Clearance letter from LUSI will be required prior to the execution of the final Development Agreement.

7. TAXES

Taxes – have paid all municipal tax bills issued and outstanding against the said lands.

8. MINISTRY APPROVALS

The Ministry Approvals – confirmation that all Environmental Compliance Approvals as may be necessary to permit the Pre-servicing Work have been obtained from the requisite approval authorities. At the discretion of The Municipality, the owner may be permitted to undertake work in advance of MECP approval at their own risk. Works completed, or alterations to the work as a result of proceeding without MECP approval are at the risk of the Subdivider and the Municipality shall bear no responsibility for additional costs. Final connection to the municipal system is not permitted until MECP approval is in hand.

9. GEOTECHNICAL

The Subdivider acknowledges and agrees that it shall have geotechnical oversight onsite during the conduct of Pre-servicing work to:

- a) Examine and approve backfill materials and to verify the specified/required degree of compaction has been achieved (Documentation of material and compaction testing shall be maintained and available for inspection by the Municipality; and
- b) To inspect all services, and without limitation all service laterals and valves to confirm that they are properly supported (piles may be required), and/or that the soil bedding materials is properly applied and compacted to address the subsurface soil conditions.

The geotechnical oversight and reporting shall be completed by competent and certified field staff and laboratories in the respective discipline.

10. EXCESS SOIL

Excess Soil/Material from Subdivider's Lands – the Subdivider acknowledges and agrees that it is responsible for the management of excess soil from the Subdivider's Lands in accordance with all applicable legislation and regulations including without limitation the *Environmental Protection Act*, R.S.O. 1990 as amended (the EPA), and Ontario Regulation 406/19: On-Site and Excess Soil Management. Where the Subdivider removes and delivers excess soil to other locations, including other lands that may be owned by the Subdivider, that are not subject to a site plan agreement or subdivision (including a consent) agreement registered on title, the Subdivider shall ensure that such excess soil is managed at the off-site location in compliance with all applicable legislation and regulations, including but not limited to the EPA.

11. TREE REMOVALS

Tree removal shall be carried out in accordance with the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat and carry out the work in compliance with the Act.

12. EMERGENCY SITATIONS

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

13. TOWNSHIP MAY REQUIRE PRE-SERVICING TO STOP

The Owner acknowledges and agrees that if the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner or the development of the Plan of Subdivision is not proceeding expeditiously to the satisfaction of the Township, the Township shall have the right to require the Owner to cease any or all construction activities, by written notice to the Owner.

The Owner further agrees to leave the pre-servicing Works and the lands in a safe condition should active development of the lands come to a termination for any reason. All of the provisions of this Agreement shall apply to the design, installation and maintenance of the works.

14. REGULAR TOWNSHIP INSPECTIONS

The Township, or its designate, will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the accepted drawings and specifications. If, in the opinion of the Township, acceptable supervision is not being provided or construction is not satisfactory, the Township will have the authority to order that construction operations cease by providing written notice to the contractor in charge of the construction or to the Owner's Engineer. A copy of this clause shall be delivered by the Owner to each and every contractor engaged for construction of the Works and to the Engineer.

15. INDEMNIFICATION

The Owner hereby covenants and agrees to indemnify and save harmless the Municipality, their employees, workmen, agents, consultants, elected officials and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner undertaking the development of the Subject Lands (including without limitation the construction and installation of any or all of the Works) or any provision or breach of any provision of this Agreement.

16. OWNER'S ENGINEER

The Owner covenants and agrees to retain a consulting Professional Engineer (the "Engineer"), skilled and experienced in municipal work, to design, supervise, layout, inspect and maintain the Works and remedy any defects, and to be responsible to the Township for the design, supervision, layout, inspection, maintenance and remedies until the time of final acceptance of the Works by the Township, as applicable. The Owner's engineer shall duly discharge all of the Duties set out in Schedule 'C'.

17. WORKS REQUIRED

The Owner shall be responsible, at his own expense, for the design, construction, installation and maintenance of the works, services and facilities generally described in Schedule "B" hereto, and collectively herein called the "Works". The Township will require notification 48 hours in advance of any construction activities on site.

The Owner shall be responsible to maintain, at its sole expense, all public roadways and boulevards adjacent to the site free and clear of mud and debris. If, upon 48 hours written notice from the Municipal Engineer, the Owner does not clear and clean roadways and boulevards, the Township may undertake the work on behalf of the Owner and draw on the Letter of Credit to cover any and all associated costs.

18. ENGINEERING DESIGN DRAWINGS

The "Engineering Design Drawings", (which shall include the Grading, Drainage, Servicing and Erosion Control Plans) attached hereto as Schedule "D". If, in the sole opinion of the Township Engineer, no substantial construction of the Works has commenced within twelve (12) months of the date of the execution of this Agreement, the Engineering Design Drawings shall at the request of the Township Engineer be resubmitted for review, revision and further approval.

The Township Engineer may require the Owner's Engineer to provide supplemental plans, modifications to the Engineering Design Drawings and/or specifications where in the course of construction, an absence of detail in the plans and/or specifications appears and/or where unforeseen circumstances arise. The said supplemental plans and/or specifications shall be subject to the written approval of the Township Engineer. Upon such approval being obtained, the Owner covenants to strictly comply with such supplemental plans and/or specifications.

The approval of the Engineering Design Drawings by the Township Engineer shall not absolve the Owner or the Owner's Engineer of the responsibility for any errors and/or omissions with respect to such Drawings. In the event that drainage problems occur, the Owner agrees to correct, at its sole expense, the drainage problems by such re-grading and/or construction of swales or other appurtenances as may be necessary in the opinion of the Municipal Engineer.

Once the Township is satisfied that the provisions of pre-servicing agreement are met, the Township will issue a pre-servicing certificate. This pre-servicing certificate is required before a final subdivision agreement can be registered.

19. ESTIMATED COSTS

The estimated cost of construction and installation of all of the Works (hereinafter called the "Works Cost Estimate") shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement and shall be included as Schedule "E" to this Agreement.

20. ON SITE GRADING AND TOPSOIL REMOVAL

- a) The Owner agrees that a sufficient volume of topsoil necessary for site restoration shall remain on the Subject Lands.
- b) The Owner agrees that before commencing any on-site grading or construction the Lower Trent Region Conservation Authority must have reviewed and approved reports describing:
 - i. The means whereby erosion and sedimentation and their effects will be minimized on the site during construction;
 - ii. Site soil conditions, including grain size distribution profiles; and,
 - iii. Site grading plans.
- c) The Owner covenants and agrees to satisfy the requirements of the Lower Trent Region Conservation Authority by:
 - i. Agreeing to implement the works referred to in the immediately preceding sub-paragraph;
 - ii. Agreeing to maintain all erosion and sedimentation control structures operating and in good repair during the entire construction period, in a manner satisfactory to the Lower Trent Region Conservation Authority; and,
 - iii. Agreeing to notify the Lower Trent Region Conservation Authority at least two (2) business days prior to the initiation of any on-site development.

21. OWNER IS SOLELY RESPONSIBLE FOR DESIGN. PLANS AND SPECIFICATIONS

Notwithstanding any acceptance of the engineering design given by the Township, the Owner shall bear sole responsibility for the soundness of the engineering design, design drawings, plans and specifications, and for ensuring that the Works required to be constructed will function as intended and will be compatible with the final approved

services.

22. NOTIFICATION OF OWNER

All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

a) to the Municipality at:

1 Toronto St. P.O. Box 357
Colborne, Ontario,
K0K1S0

Attention: Holly Grant, Clerk

b) to the Owner at:

512 Purdy Road,
Colborne, Ontario,
K0K1S0

23. INSURANCE

The Owner agrees to file with the Township, prior to commencement of the Works provided for in this Agreement, a public liability insurance policy in an amount of no less than five million dollars (\$5,000,000.00) (subject to the Township's right to set higher limits if it considers necessary) naming the Township as co-insured, for insurance against all damages or claims for damages. The form, content and type of insurance policy are to be subject to approval by the Township and shall fully comply with the requirements in Schedule 'F'. The Owner shall keep the aforesaid insurance policy in effect until the guaranteed maintenance period (as set out in the Subdivision Agreement) has expired and the Works have been assumed by the Township.

The premiums for the insurance policy shall initially be paid for a period of one (1) year. Upon execution of this Agreement and prior to commencement of each policy year the Owner shall provide a copy of the policy to the Township indicating full payment. The policy shall include a clause obligating the insurance company to notify the Township a minimum of thirty (30) days in advance of any cancellation or expiry of the policy.

The issuance of the policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

24. SECURITY

In order to guarantee the due performance of its covenants in this Agreement, the Owner shall, prior to execution of this Agreement, provide the Township with a Letter of Credit ("Letter of Credit") or cash security in addition to any monies previously deposited with the Township in the amount of \$709,705.00. Refer to Schedule E – Works Cost Estimate.

If a Letter of Credit is provided, it shall comprise of an irrevocable letter of credit from a Canadian Chartered Bank issued in accordance with terms satisfactory to the Township's Treasurer. If, in the sole opinion of the Township, there is a default under the terms of this Agreement, the Letter of Credit or cash security may be drawn or cashed in whole or in part to cover the costs incurred by the Township in remedying the default or in addressing an emergency situation. Further, in such event, the Township may, in its sole discretion, issue a stop work order for the Lands.

The Owner acknowledges and agrees that no reduction in the amount of the Letter of Credit filed by the Owner with the Township in accordance with the terms of this Agreement shall be permitted until such time as the Owner has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any reductions in the Letter of Credit posted by the Owner shall be completed in accordance with the terms of the said Subdivision Agreement.

25. APPLICATION OF SECURITY

In the event of default by the Subdivider under the terms of this Agreement, or if the

Municipality determines, in its sole discretion, that work is required to address and emergency (which may include any circumstance where the condition of the Subdivision Lands may cause damage to other property in the vicinity, including without limitation any watercourse or waterbody) the Municipality shall be entitled to draw upon the security posted for its benefit by the Subdivider pursuant to the term of this Agreement, in whole or in part, to cover costs incurred by remedying the default on the part of the Subdivider, or in addressing the emergency situation.

26. CONNECTION TO MUNICIPAL SERVICES

The Subdivider acknowledges and agrees that no connection to the Municipal Services shall be permitted, until such time as the Subdivider has entered into a Development Agreement with the Municipality for the Subdivision Lands.

27. DEPOSIT

The Owner agrees to reimburse the Township for all legal costs incurred.

The Owner agrees that any accounts relating to engineering and legal work must be paid within thirty (30) days of submission by the Township and, if not paid within thirty (30) days, the Township shall, at its discretion, be entitled to draw on the aforementioned Letter of Credit or cash security for payment of any outstanding accounts plus an administration fee of \$100.00 per outstanding account together with interest at the rate of the prime rate of the Township's Bank from the date the invoice was first issued. If the Township draws on the Letter of Credit to pay any outstanding accounts, the Owner is considered to be in default of this Agreement in which case, the Township, at its sole discretion, may issue a stop work order and the Owner agrees that no work may proceed until such time as the Letter of Credit is increased to its original amount.

28. REGISTRATION OF AGREEMENT

The Owner consents to the registration of this Agreement against the title of the Subject Lands and hereby acknowledge that the same constitutes a first lien upon the Subject Lands (not subject to any other liens or encumbrances) as security for the obligations of the Owner pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any Court and all or any part of the Subject Lands may be realized as security for such lien in the same manner as if the Municipality was enforcing its rights as a mortgagee under a mortgage.

29. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and shall ensure to the benefit of their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the corporate parties hereto have hereunto affixed their corporate seals attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED and
DELIVERED in the presence of:
)
)
)
)

) Per: (witness)
)
)
)
)

) Per: (witness)

THE CORPORATION OF THE TOWNSHIP
OF CRAMAHE
)
)
)
)

) Per: Mandy Martin, Mayor
)
)
)
)

) Per: Holly Grant, Clerk
)
)

2852243 Ontario Inc.
)
)
)

) Per: Jim Pillsworth
) I Have the Authority to Bind the Corporation)

SCHEDULE 'A'
LEGAL DESCRIPTION

SUBDIVISION LANDS, KNOWN LEGALLY AS: PART LOT 29 CONCESSION 2
CRAMAHE AND PART LOT 182 PLAN REID CRAMAHE PARTS 1 & 2 PLAN 39R14479
TOWNSHIP OF CRAMAHE

SCHEDULE 'B'
DESCRIPTION OF THE WORKS

THE DESCRIPTION OF THE WORKS IN QUESTION, GENERALLY KNOWN AS THE SITE PREPARATION AND INSTALLATION OF UTILITIES AND SERVICES TO PREPARE THE PHASE 1A AND PROJECT FOR RESIDENTIAL BUILDING DEVELOPMENT. THE DETAILED WORKS ARE ENCLOSED WITHIN THE DETAILED DESIGN DRAWINGS.

SCHEDULE 'C'

DUTIES OF THE OWNER'S ENGINEER

The Owners have retained the engineering firm of Jewell Engineering who have designed and prepared the Approved Plans and the Work Cost Estimate, which have been approved by the Township Engineer. The approval by the Township Engineer of the Approved Plans and Works Cost Estimate does not absolve the Owners or Jewell Engineering of the responsibility for any errors or omissions.

The Owners will, through their associated company Fidelity Engineering & Construction Inc. provide oversight of the construction and installation of the Works and a Professional Engineer registered in the Province of Ontario will provide written certification to the Township that the construction and installation of the Works is in accordance with the provisions of this Agreement. The Owners covenant and warrant that Fidelity Engineering & Construction Inc. has a Certificate of Approval to practice Professional Engineering in the Province of Ontario. The Owners warrant that Fidelity Engineering & Construction Inc. has a professional engineer on staff, as well as trained and certified quality control technicians for items such as concrete testing, compaction testing, asphalt testing, etc. Accordingly, the Owners covenant and agree that for the balance of the responsibilities in this Schedule C and in this Agreement, the term "Owners' Engineer" shall mean an individual certified to practice professional engineering in the Province of Ontario.

(1) Design Works

The Owner's Engineer shall design all of the Works.

(2) Prepare Drawings, Plans and Documents

The Owner's Engineer shall prepare the following for the approval of the Municipal Engineer:

- a) The Engineering Design Drawings;
- b) The Grading and Drainage Plan and individual Lot Grading Plans; and
- c) The Works Cost Estimate.

The approval of the Municipal Engineer shall not absolve the Owner or the Owner's Engineer of the responsibility for any errors or omissions in the above drawings, plans or documents.

(3) Represent Owner and Obtain Approvals

The Owner's Engineer shall act as the Owner's representative in all matters pertaining to the construction and installation of the Works and shall cooperate with the Municipality to obtain the necessary approvals for construction and installation.

(4) Provide Resident Supervision

The Owner's Engineer shall provide fully qualified supervisory, layout and inspection staff to provide continuous service during all phases of the construction and installation of the Works and is to perform the following:

- a) Provide field layout including the provision of line and grade to the contractors and, where required, restaking;
- b) Inspect the construction and installation to ensure that all work is being performed in accordance with the contract documents;
- c) Arrange for or carry out all necessary field testing of materials and equipment installed or proposed to be installed;
- d) Provide coordination and scheduling of the construction and installation in accordance with the timing provisions contained herein and the requirements of the Municipal Engineer;
- e) Investigate and report to the Municipal Engineer any construction changes and/or unusual circumstances which may arise during the construction and installations;

- f) Obtain field information, during and upon completion of the construction and installation, required to produce the Final "As Built" Engineering Drawings;
- g) From time to time, for the partial release of the Performance Guarantee, certify that the Works and Utilities installed to date have been completed in general accordance with the Engineering Design Drawings and the terms of this Agreement and prepare a cost of the Works and Utilities completed and a cost estimate of the Works and Utilities remaining to be completed; and
- h) Upon completion, certify that the construction and installation of the Works and Utilities has been completed in general accordance with the Engineering design drawings and the terms of this Agreement.

(5) Maintain Records

The Owner's Engineer shall maintain all records pertaining to the construction and installation.

(6) Provide Progress Reports

The Owner's Engineer shall provide the Municipal Engineer with reports on the progress of the construction and installation on a monthly basis, or at such other interval as approved by the Municipal Engineer.

(7) Prepare Final Engineering Drawings

The Owner's Engineer shall prepare the Final "As Built" Engineering Drawings for the approval of the Municipal Engineer on reproducible Mylar drawings.

(8) Letter from Engineer

The Owner shall obtain a written acknowledgement from the Owner's Engineer addressed to the Owner, which the Owner shall file with the Municipality to the following effect:

- a) That the Owner's Engineer has received a copy of this Agreement and is aware of all of the terms and conditions contained herein;
- b) That the Owner's Engineer will perform his services for the Owner in accordance with the terms of this Agreement; and
- c) that the Owner's Engineer will keep the Municipal Engineer advised of any and all material facts, changes or developments, pertaining to the development of the Subdivision Lands, including without limitation any or all of the Works, and the contravention of any regulation, statute, by-law, etc. pertaining to the foregoing to the extent that the Owner's Engineer is aware of such contravention.

SCHEDULE 'D'

ENGINEERING DESIGN DRAWINGS

The following plans and drawings constitute the Approval Plans pursuant to this agreement:

See attached:

- EASTFIELDS DEVELOPMENT – FIDELITY GROUP OF COMPANIES – JEWELL ENGINEERING PROJECT No. 210-5024 pp 1-77 – October 2023
- UTILITY PLANS – PAUL BERTHALOT ENGINEERING File No. 545 E1-E10, MP1

SCHEDULE 'E'
WORKS COST ESTIMATE

See attached.

SCHEDULE 'F'

INSURANCE POLICIES REQUIRED

(1) Types and Amounts of Coverage Required

Without restricting the scope of the indemnities required by this Agreement, 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 and duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the Municipality and the Commission against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the Subject Lands, including without limiting the generality of the foregoing:

- a) Any loss or damage that happens to any of the Works or any of the Utilities or to any part or parts thereof respectively;
- b) Any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any of the Utilities or any part or parts thereof respectively;
- c) Any injury or death to any person or persons;
- d) Any loss or damage whatsoever that results from the storage, use or handling of explosives;
- e) Any loss or damage that results from the drainage of surface waters on or from the Subdivision Lands; and
- f) Any loss or damage that happens to any public road or to any other property of the Municipality or to the property of any person.

The policy or policies of insurance shall name the Municipality and the Commission as Additional Insureds and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period.

The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Municipality and the Owner shall provide an additional cash deposit payable to the Municipality in an amount to be determined by the Municipality. In the event of claims made against the Municipality to which the deductible applies, the Municipality shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Municipality to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Municipality.

In the event such additional cash deposits are deemed to be insufficient by the Municipality at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Municipality. All costs of the adjuster shall be borne by the Owner.

The said policy or policies of insurance shall be maintained at least until the Certificate of Assumption has been issued by the Municipality.

The issuance of such policy or policies of insurance shall not be construed to relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

SCHEDULE 'G'

REGULATIONS FOR CONSTRUCTION

(1) Requirements for Blasting

The Owner shall, prior to commencing any blasting, obtain from the Municipal Engineer, permission to carry out the blasting operation. Any blasting operation shall be supervised on site by a qualified person. In addition, the Owner shall, prior to commencing any blasting, provide the Municipal Engineer with proof of insurance, which insurance shall comply with the requirements of this Agreement including the Schedule hereto entitled "Insurance Policies Required". The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

(2) Dumping of Fill or Debris

The Owner agrees to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

(3) Disposal of Construction Garbage

- a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner.
- b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

(4) Qualitative and Quantitative Tests

The Owner agrees that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner.

(5) Maintenance, Closing and Use of External Roads

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner agrees to restore immediately, at its expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer.

No public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner agrees not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road.

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner or its agent by the Municipality. If the Owner has not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(6) Lawn Repair

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner at its expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(7) Ponding Control

The Owner agrees to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favorable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.