

SITE PLAN CONTROL AGREEMENT

This AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

[INSERT LANDOWNER NAME]

(hereinafter called the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Owner represents that it is the registered owner of those lands in the Municipality of Kincardine, County of Bruce, described in Schedule "A" attached hereto and forming part of this Agreement, hereinafter referred to as the "**Subject Lands**";

AND WHEREAS the Municipality has designated an area of site plan control within the Municipality's jurisdiction in the Municipality's Site Plan Control By-Law passed pursuant to Section 41 of the *Planning Act*, R.S.O., 1990, c.P.13, as amended, hereinafter "**Site Plan Control By-Law**".

AND WHEREAS the Subject Lands are within the area of site plan control in the Site Plan Control By-Law;

AND WHEREAS the parties hereto agree that the Subject Lands are affected by this Agreement;

AND WHEREAS the Municipality requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner's proposed development on the Subject Lands; and

AND WHEREAS subsection 41(10) of the *Planning Act* authorizes the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements, and promises herein contained and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration, the parties hereto covenant and agree as follows:

RECITALS

1. The foregoing recitals are true and accurate and shall form part of this Agreement, and the terms defined therein shall bear the meanings indicated throughout this Agreement.

DEFINITIONS

2. In this Agreement and the Schedules attached hereto, the following terms shall have the meaning set out below unless otherwise redefined or where the subject matter or contract requires another meaning to be ascribed:
 - a. **"Building Area"** shall mean the only area upon which the erection and use of buildings and structures shall be permitted.
 - b. **"Landscaped Open Space"** shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios but shall not include parking areas, traffic aisles, driveways and ramps.
 - c. **"Parking Area"** shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including maneuvering aisles and other space necessarily incidental to the parking of motor vehicles.
 - d. **"Natural Open Space"** shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area, Natural Open Space areas shall be subject to the requirements of the Maintenance and Occupancy (Property Standards) By-Law as amended from time to time for the Municipality and shall be kept clear of all weeds and natural growth which is prohibited by other Municipal by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.

SCHEDULES

3. The following schedules, ("**Schedules**") are attached hereto and form part of this Agreement:

Schedule 'A' - Description of Subject Lands

Schedule 'B' - Approved Site Plan

Schedule 'C' – Special Site Development Requirements

Schedule 'D' – Deposit/Security

EXECUTION, CERTIFICATION AND REGISTRATION

4. The Owner shall, at the time of execution of this Agreement by the Owner, provide the Municipality with an opinion letter, directed to the Municipality and signed by an Ontario solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and confirming whether there are any mortgages or encumbrances affecting the Subject Lands.
5. The Owner hereby consents and authorizes the registration of this Agreement by the Municipality's Solicitors against title to the Subject Lands in the Land Registry Office for the County of Bruce (No.3), which shall be at the sole discretion of the Municipality. The Owner agrees to pay any and all costs associated with the registration of this Agreement or any other documents pertaining to this Agreement.
6. The Owner hereby agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a Postponement Agreement(s) whereby any mortgage or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement, and to the registration of the Postponement Agreement(s), and for itself, its successors and assigns, subordinates and postpones all of its right, title, and interest in the Subject

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Lands to the terms, provisions, obligations and conditions contained in this Agreement.

PAYMENT OF MUNICIPALITY'S COSTS

7. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner". The Owner shall pay and reimburse the Municipality forthwith on demand, for all administrative, planning, legal, engineering, inspections and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the Schedules attached hereto.
8. The Owner agrees to forthwith upon application to the Municipality for the preparation of this Agreement, pay to the Municipality a deposit in the amount referred to in **Schedule "D"** attached hereto (the "**Deposit**") to be used and applied to accounts rendered to the Municipality by the Municipality's solicitor and engineer for the costs referred to within this Agreement and any non-refundable administration fee(s) retained by the Municipality in accordance with its Fee By-law, as amended from time to time.
9. Invoices rendered by the Municipality's Solicitor and Engineer shall be submitted directly to the Municipality for payment. The Municipality will submit the accounts to the Owner for reimbursement from the funds held as referred to above so that the initial amount is available for the Municipality at all times to pay further invoices as received from time to time. If the Owner fails within a period of twenty (20) days from the date of mailing of accounts to reimburse the Municipality for invoices submitted, it is understood that the Municipality, in addition to any and all other remedies it may have, may also draw on the security provided by the Owner required by Paragraphs 11 and 12 of this Agreement.
10. The parties agree that all funds required under this Agreement will be held by the Municipality in a Special General Account without interest.

SECURITY

11. In order to guarantee compliance with all conditions contained within this Agreement and to ensure completion, the Owner covenants and agrees to deposit with the Municipality prior to or upon execution of this Agreement, a letter of credit or other acceptable security as the Municipality may deem satisfactory in the amount(s), as provided in Schedule 'D', hereinafter referred to as the "Security". Securities where provided through a Letter of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit shall contain the following clause: "It is a condition of the Letter of Credit that it shall be deemed to automatically extended without amendment from year to year from the present or any future expiration date thereof, unless thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we may elect not to consider this Letter of Credit to be renewable for any additional period." Unless each and every Letter of Credit is renewed as noted, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy, whether partially or full completed, from the said thirty (30) days prior to the expiration of the Letter of Credit.
12. The Security shall be calculated based on the following:
 - a. 100% of all costs associated with any off-site servicing or works; and
 - b. 50% of all costs to give the Municipality sufficient comfort that all site works, including landscaping and all stormwater management works are completed.

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13. The Security may be reduced by the Municipality as the works are completed in the sole discretion of the Municipality but will be released once all conditions of this Agreement are satisfied, as determined by the Municipality.
14. The Owner covenants and agrees that the Security shall be kept in full force, and that it will pay all premiums as they become due. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out work or matters required by this Agreement, and the Owner fails to comply within thirty (30) days' written notice or with a direction to carry out such work or matter, the Municipality may draw upon the Security.
15. Where the Owner is required by this Agreement to do work and where such work is not done by the times stipulated herein (the "**Prescribed Time Period**") or where the Owner does not otherwise abide by this Agreement, the Security shall be forfeited absolutely to the Municipality as liquidated damages and not as a penalty. It is expressly agreed that it is difficult to calculate the damages which would result from the Owner's failure to construct the services stipulated by such dates. The liquidated damages are not intended to be a penalty but rather represent the parties' best estimate of damages.
16. The Owner also agrees that in default of any required work being completed within the Prescribed Time Period, or failure to provide, retain, maintain, repair or use those matters and facilities of this Agreement, the Municipality, its employees, workers, agents, and contractors shall have the right after thirty (30) days' written notice to the Owner to enter onto the Subject Lands to demolish in whole or in part and to conduct such works as are reasonable and necessary to improve safety of the works, or to restore, in whole or in part the location to its natural state or as it was prior to the commencement of any construction thereon, as the Municipality deems necessary in its sole discretion, and all expenses incurred by the Municipality in doing such works shall become a charge against the Subject Lands, and may be added to the Collector's Tax roll and collected in a like manner as unpaid municipal taxes or may be recovered by court action. Any action taken by the Municipality shall not be deemed to be an assumption by the Municipality of any liability in connection with the development of the Subject Lands, nor a release of the Owner from any of its obligations under this Agreement.
17. The Owner agrees that the Security may be used to rebuild or repair any public facilities damaged or altered during development of Subject Lands. The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the Subject Lands to the requirements of the Municipality and the Owner shall pay all costs of such reconstruction or repair.

INSURANCE

18. If requested by the Municipality, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipality. Such policy or policies shall be issued in the joint names of the Owner, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be five million dollars (\$5,000,000.00) all inclusive, but the Municipality shall have the right to set higher amounts, as its sole discretion. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' written notice of termination of such policy. Such insurance policy shall provide coverage for a period of at least one (1) year and shall continue until all the work required by the Owner under this Agreement is completed and, where applicable, assumed by the Municipality. The issuance of such a 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.

RELEASE AND INDEMNIFICATION

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19. The Owner agrees that the Municipality shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Subject Lands by reason of anything done by or on behalf of the Municipality under this Agreement.
20. The Owner hereby releases the Municipality, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement.
21. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims or demands whatsoever against the Municipality, its Council, employees, workers, agents, contractors, and consultants, and further covenants and agrees to indemnify and save harmless the Municipality, its Council, employees, workers, agents, contractors, and consultants 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, its Council, employees, workers, contractors, and consultants, 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 developing the Subject Lands, including without limitation, the installation, maintenance, repair and/or operation of any facilities therein.
22. Without limiting that set out above, the Owner shall at all times indemnify and save harmless the Municipality of and from all loss, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a priority lien and charge upon the Subject Lands.

SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

23. The Owner shall undertake development on the Subject Lands at its sole expense and in conformity with the site plan identified in **Schedule "B"** attached hereto, which shall hereinafter be referred to as the "**approved site plan**" and agrees to construct all off-site works as shown on the approved drawings referred to in **Schedule "B"** attached hereto.
24. The Owner shall employ engineers or architects registered in Ontario or other competent persons to:
 - (a) Prepare designs;
 - (b) Prepare and furnish all required site plan drawings including but not limited to, site services, site grading, stormwater management, landscaping, and site lighting;
 - (c) Provide contract administration and on-site supervision of the construction, all site services and stormwater management facilities;
 - (d) Provide as built drawing for site services;
 - (e) Provide testing and disinfection documentation for installed services;
 - (f) Prepare and provide the Municipality, at the Owner's expense, with a certificate or letter of compliance confirming that the site works have been constructed in general conformance of the approved drawings and that the installation of water services, sanitary service and stormwater infrastructure confirms to the Ontario Building Code and with the requirements within this Agreement and Schedules attached hereto. The certificate shall include the following wording:

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“Based on our review, I/we confirm that all Work has been constructed in general conformance to the design drawings, and that water services and sanitary services have been constructed in accordance with the requirements of the Ontario Building Code.”

- (g) And such other matters as requested by the Municipality, acting reasonably.
- All of the matters referred to in this paragraph shall be completed to the Municipality's satisfaction and may be waived by the Municipality, at its sole discretion.
25. The Owner agrees to provide, install or otherwise abide by, at its sole expense, the special site development requirements detailed in **Schedule "C"** attached hereto.
 26. The Owner agrees to apply for a building permit within six (6) months from the date of this Agreement. Such application shall ensure completeness in accordance with the provisions as set out in the Ontario Building Code (O.Reg. 332/12). This Agreement is null and void if the Owner fails to supply a complete application for permit within the prescribed time unless otherwise authorized by the Chief Building Official.
 27. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at its sole risk and expense. The Subject Lands shall not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
 28. The Owner agrees to maintain in good repair and at its sole expense the Subject Lands in conformity with the provisions of **Schedule "B"** - approved site plan and **Schedule "C"** – special site development requirements, and all other requirements pursuant to this Agreement,
 29. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in the location as shown on **Schedule "B"**, and further the Owner is responsible for garbage removal.
 30. The Owner agrees that proper receptacles will be used for recycling and placed curbside to be picked up in conjunction with the municipal recycling program. The Owner agrees to separate paper, glass, plastic and cans, and box board in accordance with the provisions of the recycling program. The Owner further agrees to flatten and dispose of corrugated cardboard at the designated depo.
 31. The Owner agrees that, at its sole expense, all parking areas provided on the Subject Lands shall, in all circumstances, be reasonably maintained clear of snow so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of useable parking spaces below the minimum number of spaces required by the Municipality's zoning by-law. The Owner agrees not to store snow on-site such that it blocks visibility adjacent to a street or drainage facilities on-site or where adequate drainage facilities are not provided for or where melt water would adversely affect an abutting property.
 32. The Owner agrees to maintain in good repair to the standards acceptable to the Municipality at its own expense all Landscaped Open Space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Municipal road allowances abutting the Subject Lands.
 33. The Owner agrees to do the following:

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- a. Subject to the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, facilities to provide access to and from the Subject Lands such as access ramps, curbing and traffic direction signs;
 - b. To dedicate to the Municipality, free and clear of all encumbrances, all easements and land required by the Municipality for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the land and, on request by the Municipality, to deliver the properly executed documents in a form that can be registered to the Municipality in order to complete the dedication to the Municipality and to pay all costs incurred by the Municipality in respect to the aforementioned dedications; and
 - c. To dedicate to the Municipality, where required by Municipal bylaw, any land for the widening of highways that abut the Subject Lands free and clear of all encumbrances.
34. Upon completion of the development of the Subject Lands in conformity with the provisions of this Agreement, the Chief Building Official will confirm in writing that the terms of the Agreement have been satisfied (“**Letter of Confirmation**”). Confirmation from the Chief Building Official shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Municipality shall not be estopped from pursuing any or all its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Municipality's requirements, regulations or by-laws which relate to the Subject Lands.
35. Until the issuance of a Letter of Confirmation by the Chief Building Official, in the event that the prescribed time period has lapsed, the Municipality has the right to refuse issuance of any permit necessary to carry out any additional work on the Subject Lands.
36. Upon execution of this Agreement, and if required by the Municipality, the Owner shall enter into any other agreements or sign any other documents the Municipality deems necessary.

NOTICE

37. If any notice is required to be given by the Municipality to the Owner with respect to the Agreement, such notice shall be delivered to:

[insert address of landowner]

or may be given to the Owner by prepaid registered mail, facsimile transmission or by electronic mail transmission. Any notice sent by electronic mail transmission or facsimile transmission shall be deemed effective on the day sent. If given by prepaid mail, it shall be deemed to have been delivered on the fifth (5th) business day after mailing.

If notice is to be given by the Owner to the Municipality it shall be similarly given to:

The Corporation of the Municipality of Kincardine
1475 Concession 5
R.R.#5
Kincardine, ON N2Z 2X6
Attention: Clerk
Email: clerk@kincardine.ca
Facsimile: 519-396-8288

GENERAL PROVISIONS

38. All of the requirements referred to in this Agreement including the Schedules hereof shall be completed to the sole satisfaction of the Municipality with respect to the timing for completion of it and with respect to the quality thereof.
39. The Owner hereby grants to the Municipality, its employees, workers, agents, and contractors a license to enter the Subject Lands for the purpose of inspection of the works or for any other purpose pursuant to the rights of the Municipality under this Agreement.
40. Any transfer or assignment of this Agreement by the Owner or its successors without the prior written consent of the Municipality shall not act as a release of the Owner's or its successors' obligations under this Agreement. At the Municipality's sole option and discretion, the Municipality may require any successors or assignees of the Owner to enter into a further Site Plan Control Agreement with the Municipality, including but not limited to, providing any security required herein as Owner. If the Owner is a corporation, any change in which the Owner becomes controlled, directly or indirectly, by a different person or persons from the person or persons that controlled, directly or indirectly, the Owner at the date of execution of this Agreement shall constitute an assignment or transfer for the purposes of this Paragraph. Notwithstanding this Paragraph 40, if any conflict should arise due to this Paragraph and Paragraph 50 herein, Paragraph 50 shall supersede and prevail.
41. The Owner shall not call into question in any proceedings, directly or indirectly, whatsoever in law or in equity or before any administrative tribunal the right of the Municipality to enter into this Agreement and enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Owner in any such proceedings.
42. Nothing within this Agreement shall relieve the Owner from complying with all applicable municipal, provincial and/or federal requirements.
43. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
44. Should any provisions of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that both Parties, directly or through their agents have participated in the preparation of this agreement.
45. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
46. The terms of this Agreement may be amended, altered, substituted, deleted, replaced, or added to only if such modification is in writing, signed by both parties and expressly stated to be a modification of this Agreement.
47. Headings in this Agreement shall not to be considered part of this Agreement and are included solely for the convenience of reference. They are not intended to be full or accurate descriptions of the contents thereof.
48. In this Agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

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49. The Owner acknowledges that the Owner has been advised to consult a lawyer before executing this Agreement. The Owner represents and warrants that the Owner has either obtained independent legal advice from the Owner's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Owner represents and warrants that the Owner has read this Agreement and understands the terms and conditions and the Owner's rights and obligations under this Agreement and agrees to be bound by it.
50. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions, and conditions herein shall be of the same force and effect as a covenant running with title to the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and all subsequent owners of the Subject Lands.
51. The clauses of this agreement are independent and severable and the striking down or invalidation of anyone or more of the clauses does not invalidate all or any of the remaining clauses.
52. Time shall remain of the essence.
53. Once all parties have signed this Agreement, any and all other documents required to be signed by this Agreement or to give effect to this Agreement shall be executed by the Mayor and Chief Administrative Officer for the Municipality and once signed, shall be binding on the Municipality.
54. Notwithstanding paragraph 53, the Municipality's Chief Administrative Officer is authorized to agree to and execute on behalf of the Municipality, minor variations to provisions of this Agreement. Any and all substantial variations to this Agreement must be approved by Kincardine Council and presented as a Site Plan amendment to this Agreement.
55. If the entirety of this Agreement becomes null and void, the by-law authorizing this Agreement shall be repealed and the Mayor and Chief Administrative Officer shall be authorized to sign a release of this Agreement.
56. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hand and seal.

SIGNED, SEALED AND DELIVERED

[insert corporate name]

[insert signing officer name]
President

I have authority to bind the Corporation

OR

Witness

[if individual owners.....]

**THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE**

Name:
Mayor

Sharon Chambers,
Chief Administrative Officer –

We have authority to bind the
Corporation

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SCHEDULE "A"

Description of the Subject Lands

ALL AND SINGULAR that certain parcel or tract of land in the County of Bruce,
Province of Ontario, and composed of:

PIN [insert PIN]

[insert legal description]

SCHEDULE "B"

APPROVED SITE PLAN

The "**approved site plan**" shall be the plan(s) drawn by an engineer, architect or competent person and marked as the "approved site plan", signed by the Municipality's Chief Administrative Officer and signed by the Owner with any changes from time to time marked in red and initialed by the Chief Administrative Officer and the Owner. This "approved site plan", as amended from time to time, shall be filed with the Clerk at the municipal office of the Municipality.

SCHEDULE "C"

SPECIAL SITE DEVELOPMENT REQUIREMENTS

1. The Owner agrees that the completion date for all work required pursuant to this agreement shall be _____, 2021 and provide the Municipality with as constructed drawings for site services.
2. The Owner agrees to prepare a grading and drainage plan acceptable to the Municipality and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Municipality. Upon completion, the Owner shall submit a Final Grading Certificate completed by a Professional Engineer.
3. The Owner agrees that any floodlighting installed, erected or constructed on the Subject Lands shall be installed in such a manner so as to deflect light away from adjacent streets and properties or controlled in such manner to reduce and/or minimize any glare to the adjacent streets and properties.
4. The Owner shall ensure that during development of the Subject Lands, appropriate devices are installed and measures are taken to prevent unreasonable erosion of soil from the Subject Lands by wind or water, and the Owner agrees to comply with all requests of the Municipality's Chief Building Official and/or Engineer in this regard, acting reasonably.
5. The Owner shall provide all records relating to the testing of municipal water mains and sanitary sewers to the Municipality prior to connection to the Municipal system. The Municipality will conduct Bacteriological sampling for the watermain at the Owner's expense.
6. The Owner shall install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located not closer to any trees than the drip line of such trees, and the Owner agrees to comply with any and all requirements of the Municipality's Director of Infrastructure and Development in this regard, acting reasonably.
7. The Owner agrees that any internal driveways which are necessary for, and designated as, a fire route shall be so designed so as to carry the weight of the Municipality's fire fighting equipment and as per the *Ontario Building Code, 1992, S.O. 1992, c.23*, and regulations thereunder.
8. The Owner agrees to provide all landscaping as shown on the approved site plan. All plantings shall be installed to the specifications and requirements as indicated on the approved site plan.
9. The Owner agrees that the site and building on the Subject Lands shall be accessible and therefore designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.
10. The Owner agrees to appropriately and properly finish all lands lying between the Subject Lands and any and all abutting streets, which, without limiting the generality of the foregoing shall include the following:
 - i. landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed.
 - ii. installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Municipality's Public Works and/or Municipality's Engineer.

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- iii. removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.
11. The Owner agrees to provide payment for Development Charges in accordance with the Municipality's current Development Charges By-law.
12. In accordance with the current Municipality's Parkland Dedication By-law passed pursuant to the *Planning Act*, land shall be dedicated in the amount of five percent (5%) of the net land area. The Municipality, at its sole discretion, may accept payment of money up to the value of the land in lieu of parkland. The Owner agrees to provide Payment in-lieu of Parkland in the amount of prior to the execution of this Agreement by the Municipality.
13. As part of its ongoing obligations on the site the Owner acknowledges that the stormwater management facilities, catch basins and will require maintenance. The Owner agrees to maintain, clean, repair or if needed replace the basins and other storm water management works to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and assess storm water management works and order the developer to comply with its maintenance obligations.
14. As part of its ongoing obligations on the site the Owner acknowledges that that fire hydrant will require maintenance. The Owner agrees to maintain, repair, or if needed replace the hydrant and other appurtenances to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and flush the hydrant in order to comply with its maintenance obligations.

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SCHEDULE "D"

DEPOSIT/SECURITY

Deposit (as per paragraph 8): \$ _____

Security

As per paragraphs 11 and 12: \$ _____