

**CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
BY-LAW # 08 – 07 – 349**

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION TO AUTHORIZE THE MAYOR AND CHIEF
ADMINISTRATIVE OFFICER TO EXECUTE A SUBDIVISION AGREEMENT ON
BEHALF OF THE CORPORATION WITH CARROLL AND DELMER LAVALLEE**

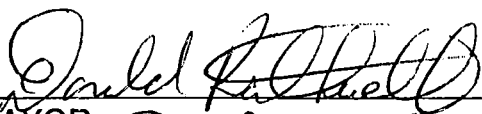
WHEREAS Section 51(26) of the Planning Act, R.S.O. 1990, Chapter P.13, provides that a municipality or approval authority, or both, may enter into agreements imposed as a condition to the approval of a Plan of Subdivision and the agreements may be registered against the land to which it applies and the municipality of the approval authority, as the case may be, is entitled to enforce the provisions of it against the owner and subject to registry Act and the Land Titles Act, any and all subsequent owners of the land;

AND WHEREAS it is deemed expedient to enter into such an agreement with Carroll and Delmer Lavallee;


NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION ENACTS AS FOLLOWS:

1. That the Mayor and Chief Administrative Officer be, and are, hereby authorized to execute the agreement hereto as Appendix 1 between the Corporation of the Township of Whitewater Region and Carroll and Delmer Lavallee to affix thereto the Corporate Seal.
2. This By-law shall come into force and take effect upon the day of final passing thereof.

READ a first time, a second time and finally passed this third reading this
9th day of July, 2008.



MAYOR



CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this day of ,2008

BETWEEN: CARROLL and DELMER LAVALLEE

hereinafter called the "Subdivider"

OF THE FIRST PART,

AND

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

hereinafter called the "Township "

OF THE SECOND PART.

WHEREAS the lands affected by this Agreement are as noted in Schedule 'A' to this agreement;

AND WHEREAS the Subdivider purports to be the owner of the above described lands and has applied to the County of Renfrew for the approval of a Plan of Subdivision, hereinafter referred to as the "Plan" of the said lands for the purpose of registering the same;

AND WHEREAS the Township has recommended that the Subdivider shall be required to construct and install certain public services to serve such plan, to undertake to make such financial arrangements for the provision of such other services as are herein set forth, to grant certain lands to the Township for drainage purposes or other Municipal purposes, all of which is hereinafter more particularly referred to, and to enter into this Agreement with the Township before obtaining the final approval of the said Plan by the Township;

AND WHEREAS the Township has imposed, as a condition of its approval, that the Subdivider enter into such an agreement with the Township ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Township to the Subdivider (the receipt whereof is hereby acknowledged), the Subdivider hereby covenants, promises and agrees with the Township as follows:

1. In this Agreement

- (a) "Chief Administrative Officer" means the Chief Administrative Officer for the time being of the Corporation of the Township of Whitewater Region.
- (b) "Public Works Supervisor" means the "Public Works Supervisor" for the time being of the Corporation of the Township of Whitewater Region.
- (c) "Council" means the Council of the Corporation of the Township of Whitewater Region.
- (d) "Services" includes municipal water supply, drainage works to an approved outlet, roads, seeding, fencing, street lights, street

name signs, traffic signs and other works as are specifically described to be the responsibility of the Subdivider in Schedule "C" attached hereto.

- (e) "Subdivider" or "Party of the First Part" means an individual, an association, a partnership or an incorporated company being the owners of lands and wherever the singular is used herein, it shall be construed as including the plural.

PLAN OF SUBDIVISION

2. The Parties hereto agree that the Plan of Subdivision will be in accordance with the plan attached as Schedule "A" and no amendments shall be made thereto without the written consent of Council.

3. PUBLIC SERVICES

SERVICING

(a) **General**

- (i) On all streets laid out in the draft plan attached hereto as Schedule "A" and upon any roadways adjacent thereto and following final approval of the plan by the County of Renfrew and registration of same, there shall be constructed and installed by the Subdivider the public services which are listed with the estimated cost thereof in Schedule "C" hereto and shown on approved plans noted in Schedule "E" to this Agreement.

SUPERVISION

- (ii) All of the said public services shall be installed strictly in accordance with the Township's specifications, shall be made to points of connection to existing Township services as required by the Township and all such installations will be made throughout under the supervision of a professional engineering firm licensed to practice in the Province of Ontario, which engineering firm shall file, in writing, with the Township an undertaking with respect to the work being done under its supervision. Any contractor employed by the Subdivider to install any such public services must be approved by the Township in writing, prior to the contract being made.
- (iii) In the event the Subdivider fails to install the hereinafter mentioned services in a manner required by the Public Works Supervisor, in addition to any other remedy the Township may have and upon the Public Works Supervisor giving seven (7) days written notice by prepaid registered mail to the Subdivider, the Township may, without further notice, enter upon the said lands and proceed to supply all materials and do all necessary work in connection with the installation of said services to repair or reconstruct faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an administration fee of 8% of the cost, as defined by the Township, of such materials and works, to the Subdivider who shall forthwith pay the same upon demand by the Township. It is understood and agreed

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

- (iv) When, after the Owner has commenced development of the property described in Schedule "A" hereto, but before the services have been assumed by the Township, as provided herein, any of the services to be provided herein by the Subdivider, that do not function or do not function properly and in the opinion of the Public Works Supervisor or his agent, repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the Subdivider consents to the Township, its servants, employees or agents, entering upon the property described in Schedule "A" hereto, and making whatever repairs may be deemed necessary and further covenants and agrees to reimburse the Township for any expense incurred in making the said repairs.

GUARANTEE

- (v) The Subdivider shall file with the Chief Administrative Officer a security in a form and to the satisfaction of the Township. The security may be in the form of a guarantee bond, letter of credit, cash or transfer of lot(s). If the Developer wishes to transfer lot(s) to the Township as a form of Guarantee, the Developer will be responsible for all costs, such as legal and land transfer fees that will be required to transfer the lot to the Township as well as the cost to transfer the lot back to the Developer at the end of the maintenance period. The Township may also request the preparation of an appraisal, that would be paid by the Developer, to confirm the value of the lot to be transferred.

The said security shall guarantee performance and maintenance of all services required to be provided by the Subdivider as stated in Schedule "C" attached hereto with the maintenance period to start on the date of the Public Works Supervisor's Certificate (Article 3(a) (vi) of this Agreement).

The security shall be as follows:

1. For performance, 50% of the estimated constructed value for all services for each respective phase as stated in Schedule "C" to this Agreement that have not been constructed at the time of the registration of the subdivision.
2. For maintenance, 20% of the estimated constructed

value

for all services for each respective phase as stated in Schedule "C" attached hereto and with the maintenance period to be 12 months.

- (vi) Upon the satisfactory completion of all the said services and payment of all financial requirements as stated herein, the Public Works Supervisor shall issue to the Subdivider a Certificate stating that the said services have been constructed and installed according to the Township's specifications, standards and requirements, and that all grades and levels have been established to the satisfaction of the Public Works Supervisor. Prior to the issuance of the said certificate, the Township's Council must have adopted a written report, by the Public Works Supervisor, that all the above services have been constructed or installed to Township's specifications, that the roadways are in the required condition to be assumed; and, by the Chief Administrative Officer that all financial requirements have been met and that all other Municipal Departments have been informed of these matters.

LIABILITY

- (vii) Until such Certificate is issued by the Public Works Supervisor, the Subdivider on behalf of himself, his heirs, executors, administrators, assigns and successors in title, hereby covenants to indemnify and save harmless the said Township from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the installation of any works required under this Agreement. Notwithstanding the foregoing, the Subdivider's responsibility to guarantee performance as stated in Clause 3(a) (v) of this Agreement shall continue to the expiry of the guarantee period.
- (viii) Until such Certificate is issued by the Public Works Supervisor, the Subdivider shall be responsible for maintaining all services required to be provided by him under this Agreement. In addition, the Subdivider's responsibility to guarantee performance as stated in Clause 3(a) (v) of this Agreement shall continue to the expiry of the guarantee period.

The Township shall only have responsibility to maintain those services installed by them under the terms of this Agreement when the need for such maintenance work would not result from any action on the part of the Subdivider or his agents.

OWNERSHIP

- (ix) Upon the said Certificate being issued by the Public Works Supervisor, the ownership of the services shall vest in the Township, and the Subdivider shall have no claims or rights thereto, other than those accruing to his as owner of land abutting on streets in which the services were installed. Notwithstanding the foregoing, the Subdivider's responsibility to guarantee performance as stated in Clause 3(a) (v) of this Agreement shall continue to the expiry of the guarantee period.

BUILDING PERMITS

(x) It is understood that the approval of the Township to this proposed Plan of Subdivision is not deemed to give assurance that building permits, when applied for, will be issued on the lots as shown on the draft plan. Further the Township will not issue Occupancy Permits until the Subdivider has constructed all required services and has satisfied all conditions as stated in this Agreement.

(b) **Roadways**

Roads and drainage works shall be constructed by the Subdivider in the locations and to the widths and grades indicated on the approved drawings noted in Schedule "E" and such roads and drainage works shall be designed in accordance with the design data of the Township as revised from time to time and shall be constructed in accordance with the specifications of the Township.

The Subdivider shall, until the asphalt surface is constructed, maintain the gravel and stone base in a useable condition in the opinion of the Public Works Supervisor for vehicular traffic and until such time as the streets have been assumed by the Township, shall repair any such roadway within 48 hours of receiving written notice or upon his Consulting Engineer receiving written notice so to do from the Public Works Supervisor, and where deemed necessary by the Public Works Supervisor, shall provide all necessary sanding and snow ploughing.

The Subdivider covenants and agrees that, until assumption by the Township, it will maintain and sweep all streets within the subdivision and keep them clear of snow, dust, refuse, rubbish and litter of all types.

The asphalt pavement shall not be placed until the gravel and stone base has been inspected and approved by the Public Works Supervisor.

Prior to roadway assumption, the street has to be connected to a public improved street or proper turnaround acceptable to the Public Works Supervisor.

The Subdivider shall install all necessary road culverts, as required by the Public Works Supervisor, in accordance with drawings noted in Schedule "E" attached hereto. Where roads are constructed with open ditches, the Subdivider shall be responsible for the maintenance of all ditches and road culverts until such time as the roads are, by virtue of the issuance of the Public Works Supervisor Certificate, vest in the Township.

(c) **Watermains**

A minimum 150 mm (6 in.) watermain (DR 18 Class 150 P.V.C), or such other size watermains as required by the Public Works Supervisor, shall be installed with such valves and hydrants with valved leads as noted on approved drawings noted in Schedule "E" hereto. The said pipe is to be laid to a depth to provide 2.1 m (7 ft.) of earth cover to the established earth grade as indicated

on the approved drawing noted in Schedule "E" hereto. All fire hydrants shall be painted red as per Township's specifications.

The Subdivider shall install a water sampling station in accordance with Township standards at the end of any temporary (as a result of phasing) or permanent dead end watermains.

It is the Subdivider's responsibility to raise or lower all valve boxes and hydrants to grade to the satisfaction of the Public Works Supervisor, provided, however, that upon the Township receiving notice from the Fire Department of the Township that any hydrant upon the said lands is not in working condition, the Township shall have the right, without notice to the Subdivider, to put such hydrant in working condition and to charge the cost thereof to the Subdivider who shall forthwith pay the same upon demand. Any such work shall be deemed to be done as the agent for the Subdivider and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of any service or services by the Township.

The Subdivider hereby agrees that he shall be responsible for the installation and maintenance of all mains and service connections until such time as the watermains, roads and other services in the subdivision have become vested in the Township in the manner as hereinbefore provided.

(d) Storm Drainage System

When required by this Agreement, a storm drainage system shall be installed by the Subdivider to the approval of the Township. The storm drainage system shall properly drain the lands within the proposed plan as indicated on the approved drawings noted in Schedule "E" and shall accommodate requirements for drainage purposes from abutting lands within the total natural drainage area. Design shall be based on run-off factors for fully developed lands within the total natural drainage area.

(e) Service Connection

Water connections shall be installed from the mains to the street lines for service to each lot or separate premise within the Plan of Subdivision.

(i) All service connections shall conform to the following specifications:

1. Water Service Connections-Single Family Dwellings

1.1 MATERIALS

Pipe: Plastic PVC 120 (or other approved alternative)
Main Stops: Round way with standard Corporation Thread
Curb Stops: Round way inverted plug-copper to copper
Service Boxes: Extension Pattern No. 8 - length

2.1 m (7 ft.)

1.2 All water services must be single and not exceeding 1.90 cm (¾ in.) internal diameter, shall be laid at least 2.1 m (7 ft.) below the finished road grade.

1.3 Curb stops and service boxes must be placed on the Township's Road Allowance immediately adjacent to the street line.

1.4 A main stop shall be provided on each service.

- (i) The Subdivider shall be responsible for the maintenance and repair of all service connections from the time of installation until such time as the watermains and other public services have been accepted and assumed by the Township .
- (iv) No person or persons except the Public Works Supervisor or those acting under his direction or authority shall open or close any valve, hydrant or gate in the street mains, or molest or interfere with same in any manner.

(f) Street Lighting

Prior to the execution of this Agreement by the Township and if so required by this Agreement, the Subdivider shall pay in cash for the installation of all the necessary equipment including standards or poles, lamps, switches and other control mechanics required to provide street lighting. Street lights shall be installed on every second hydro pole along the length of the street, as well as at every intersection of two or more streets.

(g) Hydro Distribution

The primary hydro distribution lines for the subdivision may either be installed above or below ground. The service connections to the houses, must be installed below ground from the hydro pole to the entrance point to the house, in accordance to Ottawa River Power Corporation's requirements.

(h) House Numbers

All street numbers for use within the new Plan of Subdivision shall be allocated by the Township's Building Department. To obtain same the Subdivider shall furnish, to the said Department, a copy of the subdivision plan, as approved, upon which the said Department will designate the proper number or numbers for each lot. It shall be the responsibility of the Subdivider to furnish the subsequent purchaser of each lot with the correct street number.

(i) Street Signs

(i) **TEMPORARY SIGNS**

The Subdivider agrees to erect temporary street signs, consisting of a painted and legible sign on wood backing, fastened securely on a post 2.13 m (7 ft.) above ground level, on all street intersections in the subdivision as soon as construction of a building commences, and to maintain

the same until such time as all grading of roads and boulevards has been completed to the satisfaction of the Public Works Supervisor, when permanent signs, as provided for by this Agreement, shall be erected by the Township .

(ii) **PERMANENT SIGNS**

Permanent street name signs shall be paid for in cash by the Subdivider in accordance with Schedule "E" of this Agreement and shall be erected by the Township . The said signs shall consist of an aluminum extruded sign blank, faced on both sides with block lettered street names on reflectorized backgrounds.

(j) **Future Road and Water Main Extensions**

Future roads and watermain works will be designed and constructed by the Subdivider from the end of Street "A" to future road and water main works on adjacent lands to the northwest, when such works on adjacent lands are constructed and accepted by the Township. The location of a future road and water main extension is shown on Schedule "E – 1 Future Road and Watermain Extension " of this Agreement for illustration purposes only. The location of the future road and water main extension will not be determined until such time as a plan of subdivision is registered on adjacent lands and a future access road is conveyed to the Township that connects to Lot 15.

The Township agrees to notify the Subdivider when road and water main works within a future subdivision on adjacent lands have been constructed and accepted by the Township. The Subdivider agrees to design an extension of road and water main works from the end of Street A to future road and water main works on adjacent lands within one (1) year of the notification from the Township and to construct said works within one (1) year of the Townships approval of the design drawings.

The Township agrees to remove the 0.3 metre reserve along the frontage of Lot 15 upon acceptance of the road and water main extension works. The Township further agrees that the Subdivider will not be required to extend road and water main works to connect with future subdivision development located on adjacent lands to the south-east. The Township further agrees that the Subdivider will not be required to extend road and water main services from the end of Street "A" until such time as road and water main services are constructed on adjacent lands to the north-west and accepted by the Township.

4. EXISTING AND FINAL GRADES AND CONTOURS

The Subdivider further agrees with the Township:

- (a) That prior to the execution of this Agreement by the Township, he will submit plans to the Township showing the existing and proposed final elevations, referring to a geodetic bench mark, of all the lands within the said plan. The aforesaid elevations shall be approved by the Township prior to the registration of the said plan.

- (b) In addition to the final elevations as aforesaid, there shall be indicated thereon the final grades of all roads as approved by the Township.
- (c) The existence of lands designated for drainage works shall also be indicated thereon.

5. **BUILDING PERMITS AND OCCUPANCY**

The Subdivider further **COVENANTS** and **AGREES** with the Township:

- (a) That where any lots or blocks indicated on the attached Draft Plan of Subdivision, Schedule "A", are unsuitable for building purposes because of their low-lying marshy or unstable character, no application will be made for a building permit for the erection of any structure on the said lots or blocks until suitable drainage is provided and a written clearance is obtained from the Township. The Township may require design and supervision of construction of buildings on such lands to be by an Architect or Professional Engineer licensed to practice in the Province of Ontario.
- (b) That buildings to be erected on the said lands covered by or included in the said Plan of Subdivision shall be erected to conform to building levels which will conform to the grades and elevations indicated on the plan required by this Agreement as Schedule "D" attached hereto. A refundable deposit in the amount of \$500.00 shall be provided to the Township with each building permit application made for each lot or block in the Subdivision. Upon completion of the grading of the lot, the Township shall return this deposit upon receipt of a letter from an Engineer or Ontario Land Surveyor confirming that the lot has been graded in accordance to the lot grading plan.
- (c) That no building permits will be applied for, or issued on, any of the lots and blocks shown on Schedule "A" attached hereto until such time as water and drainage facilities and 150 mm (6 in.) granular road foundation have been installed and such water and drainage facilities are operating in accordance with the conditions contained herein, in or upon the roadway in front of the lot, lots or blocks for which said building permit applies, and a letter of approval has been obtained from the Public Works Supervisor and the Ottawa River Power Corporation to indicate the availability of electrical power supply.
- (d) The Subdivider agrees to provide a variety of building designs with no more than 25% of one design being built in the Subdivision. Furthermore, no buildings of the same design shall be constructed on adjacent lots. In order to be considered a different design, the houses must have at least a different roof line or have the garage reversed and have the front exterior completed in a different building material.
- (e) That there shall be no occupancy of any building erected on lands shown on Schedule "A" attached hereto until an Occupancy Permit has been obtained from the Township's Building Department. Garbage collection service, snow ploughing and other services provided by the Township will only be supplied to premises following the issuance of Occupancy Permits by the Township.

6. **LAND FOR MUNICIPAL PURPOSES**

- (a) The Subdivider agrees to grant, in fee simple free of charge and free of all encumbrances unto the Township, the lands set forth in Schedule "B" hereto for municipal purposes other than roads and as indicated on the attached draft plan of development or cash-in-lieu of land as set out in Schedule "B" hereto.
- (b) The Subdivider further **COVENANTS** and **AGREES** to convey to the Township, free of charge and free of all encumbrances, such easements as are set out in Schedule "B" hereto for the installation and maintenance of watermains and drainage works installed by the Subdivider under provisions of this Agreement.
- (c) The Subdivider further **COVENANTS** and **AGREES** that he will not convey, or agree to convey, any lands as shown on Schedule "A" hereto in which the Township is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of the agreement until such time as the Township have registered on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way.

It is understood that no building permits will be issued on any lands as shown on Schedule "A" hereto until such time as the Township Solicitor has certified, to the Building Department, that all necessary easements have been received in satisfactory form and have been registered and that the titles to such easements are free and clear of all encumbrances. It is further understood that building permits will not be issued for lots and/or on which easements have been imposed, or for lots and/or blocks immediately adjacent to such easements until such time as the Public Works Supervisor has certified that the required service or services have been installed within the limits of the said easements as granted to the Township to his satisfaction, or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed.

- (d) The Subdivider further **COVENANTS** and **AGREES** to convey to the Township free of charge and free of all encumbrances the 0.3048 m (1 ft.) reserves set out in Schedule "B" hereto.
- (e) The Subdivider further **COVENANTS** and **AGREES** to convey to the Township free of charge and free of all encumbrances lands required for future road and water main purposes set out in Schedule "B" hereto and illustrated on the "B-1: Concept Plan for Future Road and Water Main Extension" attached in Schedule attached hereto. It is understood and agreed that the Future Road and Water Main Extension illustrated on the "B-1: Concept Plan for Future Road and Water Main Extension" is for illustration purposes only and that the final location and extent of the lands to be conveyed to the Township for road and water main purposes will not be determined until such time as a plan subdivision is registered on lands adjacent to the north-west and a future access road connecting to Lot 15 is conveyed to the Township, at no cost to the Subdivider. The Subdivider further **COVENANTS** and **AGREES** to convey the lands required for future road and water main purposes to the Township within one (1) year of acceptance of the road and water main works by the Township.

- (f) The Subdivider further **COVENANTS** and **AGREES** that land conveyed to the Township under Schedule "B" of this Agreement for municipal purposes will not be used for the depositing of debris obtained from the development of the Subdivider's land herein developed, and the Subdivider further **COVENANTS** and **AGREES** to restrain all others from depositing junk, debris or refuse on the lands conveyed to the Township under Schedule "B" of this Agreement and further **COVENANTS** and **AGREES** to remove any such junk, debris or refuse so deposited immediately when so directed by the Township and at his own expense.
- (g) The deeds for the said lands and easements described in Schedule "B" hereto are to be prepared by the Subdivider, approved by the Township's Solicitor and deposited with the Chief Administrative Officer by the Subdivider.

7. INSTALLATIONS

(a) Hydro Electric Installations

The Subdivider shall enter into an agreement with the Ottawa River Power Corporation for the installation and provision of an electrical distribution system and street lights within the Plan of Subdivision. The location of the said services shall be as noted on the approved drawings noted in Schedule "E" attached hereto.

(b) Other Installations

The Subdivider shall enter into a mutually acceptable agreements with ~~Bell Canada~~, Enbridge Gas and Canada Post for the installation and provision of these services.

*North Kentley
Telephone Co*

8. DRAINAGE WORKS

- (a) The Subdivider agrees to grant to the Township, free of charge and free of all encumbrances other than the vested title of the Subdivider, easements across the lands herein described or other lands to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses across the said property. The said Easements are described in Schedule "B" hereto as specified by the Township and indicated on approved drawings noted in Schedule "E" hereto. The conveyance of such easements is to be in a form approved by the Township's Solicitor and be suitable for registration.

The Subdivider agrees that if the said drainage works as indicated on Schedule "E" result in drainage through other lands, all such work shall be carried out by means of drainage works as required under this Agreement with such drainage works to have sufficient size for the drainage requirements of the total natural drainage area. The design is to be based on the run-off to be expected from the total natural drainage area when completely built up with buildings, pavements, sidewalks and parking areas and such design shall be to the approval of the Township.

- (b) Such grading and/or drainage works as may be necessary are to be carried out to prevent or eliminate the ponding of surface water.
- (c) That if, as the subdivision develops, further drainage works,

either upon the lands shown on the said draft plan or beyond the boundaries thereof, should be deemed necessary, as to which the Township shall be the sole judge, the Subdivider agrees to provide the same forthwith as required by the Township upon receipt of written notice, provided however, that at such time as the services on the plan have been assumed and become vested in the Township this requirement shall be null and void.

- (d) The Subdivider agrees to implement the provisions of a lot grading/drainage plan approved by the Township and is responsible to complete all works within easements to be dedicated to the Township for maintenance as described in Schedule "B". The purchaser of each lot shall be responsible for grading and or filling in their own lot in accordance with the Lot Grading/Drainage Plan shown as Schedule "D".
- (e) No person shall obstruct or cause to be obstructed, in any manner whatsoever, any drain or watercourse; and without limiting the generality of the foregoing, no person shall obstruct or cause to be obstructed any drainage swale nor alter nor cause to be altered any drainage facility without the prior written approval of the Township.
- (f) Any person who obstructs or causes to be obstructed any drain, watercourse, drainage swale or drainage facility shall forthwith, upon written notice from the Township, remove or cause to be removed any obstruction in any drain, watercourse, drainage swale or drainage facility.
- (g) For the purposes of this Subdivision Agreement, watercourse shall include any floodplain or water storage area immediately adjacent to any stream, river or creek.
- (h) No person shall erect or cause to be erected any fence across any watercourse, open drain or drainage swale unless the said fence permits the free flow of water thereunder, either by the construction or installation of a water gate or such other means as may be permitted by the Township.
- (i) No person shall by the removal or placement of fill on any grounds, yard or vacant lot cause
 - a. the ponding of water on any lands;
 - b. the disruption of any existing drainage facility, drainage swale, watercourse or drain; or
 - c. the alteration of any lands which are subject to an approved drainage plan or log grading plan, without first securing the prior written approval of the Township.
- (j) The Township may undertake or cause to be undertaken such remedial works, as in the opinion of the Public Works Supervisor, or his designate, are necessary to ensure that the provisions of this Subdivision Agreement are complied with.
- (k) No withstanding the contents of Clause 3 (v), the Subdivider shall guarantee the drainage works for an additional period of 24 months beyond the normal 12 month guarantee period that is noted. Any repairs, alterations or maintenance required by the Township shall be completed by the Subdivider during this time period.

9. PAYMENT OF TAXES

- (a) The Subdivider agrees to pay all arrears of taxes outstanding against the property herein described before execution of this Agreement by the Township .
- (b) The Subdivider further undertakes and agrees to pay all taxes levied, or to be levied, on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the registered plan.

10. FINANCIAL ARRANGEMENTS

The Subdivider undertakes and agrees that concurrently with the execution of the Agreement or at least before the commencement of construction of services, to deposit with the Chief Administrative Officer the following:

- (a) The sum required for the installation of permanent street name signs.
- (b) A certificate to the effect all municipal taxes have been paid.
- (c) A certified copy of an insurance policy indicating the Subdivider has secured public liability insurance coverage to the extent of One Million Dollars (\$1,000,000.00) for any one occurrence with such policy to contain a provision that such insurance shall be maintained in effect for thirteen (12) months following the date that the Public Works Supervisor issues his Certificate as referred to in Clause 3(a) (vi) of this Agreement.
- (d) Validly executed deeds in a registerable form and to the satisfaction of the Township's Solicitor, conveying the lands and/or easements described in Schedule "B" of this Agreement to the Township free of encumbrances. Also, to convey to the Township without charge such additional lands and/or easements free from encumbrances as are in the sole discretion of the Township required for and in connection with the services of the subdivision, provided, however, if such additional lands and/or easements are not owned by the Subdivider and cannot be purchased by the Subdivider on reasonable terms, the Township may, at the expense of the Subdivider, acquire such lands and/or easements by expropriation.
- (e) A performance and maintenance bond or surety as stated in Article 3(a) (v) herein and conditional upon the construction and installation of the said services and with the said performance and maintenance bond to be issued by a bonding company approved by the Township.

11. NOTIFICATION

If any notice is required to be given by the Township or the Subdivider with respect to this Agreement, such notice shall be mailed or delivered to:

The Subdivider at:
14 Earl Street

Beachburg, Ontario
K0J 1C0

The Township at:
44 Main St.
Box 40,
Cobden, Ontario
K0J 1K0

or such other address as the Subdivider has notified the Chief Administrative Officer, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

12. NOTIFICATION OF SERVICES

The Subdivider agrees to notify, or cause to be notified, each and every purchaser of land within the said subdivision of all the services provided for such purchaser and where the said purchaser pays any portion of the cost thereof, the cost of such services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase the said land entered into by any such purchaser.

13. REGISTRATION OF SUBDIVISION AGREEMENT

- (a) The Subdivider hereby agrees that this Agreement and the Schedules hereto, or any part or parts thereof, may be registered upon title of the land within the said Plan of Subdivision. Such registration shall be at the instance of the Township and at its sole discretion. The Township's Solicitor is authorized to insert the Plan registration number in Schedule "F" hereto.
- (b) The Plan of Subdivision shall not be registered unless the Solicitor for the Township is in attendance at the Registry Office and the Subdivider will, within seven (7) days following the Registration of the Plan, provide the Township with a copy thereof on drafting film of 0.003 inches thickness (3 mil mylar), (chromoflex process) and provide an electronic format of the plan.
- (c) The Owner shall pay to the Township the cost of registration of this Agreement as well as the cost of registration of any grants of easements relative thereto.
- (d) The Owner shall pay for all of the Township's legal costs associated with the preparation and registration of the Subdivision Agreement as well as the Plan of Subdivision.

14. CONSTRUCTION, ENGINEERING AND MAINTENANCE

- (a) The Subdivider shall employ a Professional Engineer, authorized to practice in the Province of Ontario, to prepare drawings and specifications relating to the construction of all services described in this agreement and a subdivision grading plan with the terms of employment to include the provision of on-site supervision during the construction of required municipal services. The Subdivider shall notify the Township, in writing, of the Professional Engineer employed.

All drawings, designs, specifications and grading plans shall be approved by the Township prior to undertaking any

construction.

- (b) It is understood and agreed that all applications for engineering approvals for services and water to the Ontario Ministry of the Environment shall be completed by the Subdivider.
- (c) Upon the approval of the drawings and specifications and subdivision grading plan by the Township (and Provincial authorities where required) the Subdivider shall, at its expense, proceed to perform all the work and provide all the materials necessary for the construction of the services in accordance with the approved drawings noted in Schedule "E" for each respective phase within the times, under professional supervision and in the sequence required by this Agreement and/or noted on the said drawings. The services shall be constructed in a good and workmanlike manner and strictly in accordance with the said drawings and specifications and shall become the sole and exclusive property of the Township immediately upon the construction thereof. The right, title and interest of the Subdivider in materials delivered to the subdivision for and in connection with the construction of the services shall vest in the Township upon delivery. Construction of the services shall proceed in an orderly and expeditious manner and the Subdivider shall not start, stop or interrupt the work without reasonable notice being given to the Public Works Supervisor or his designated representative of its intention so to do.
- (d) During the course of construction of the services if, in the opinion of the Township, drainage works, in addition to those shown on the drawings and specifications and on the subdivision grading plan, are required in connection with the development, the Subdivider will, at his expense, promptly construct such works upon being directed by the Public Works Supervisor so to do.
- (e) All boulevards shall be uniformly fine-graded by the Subdivider to the satisfaction of the Township and a minimal depth of 150mm (6") of topsoil shall be placed and the area seeded.
- (f) Unless otherwise required herein, road drainage shall be by ditches and culverts. Road and driveway culverts shall be provided and installed by the Subdivider.
- (g) Back-of-lot or side-of-lot drainage shall be provided by the Subdivider to adequately provide for drainage as deemed necessary by the Township.
- (h) The Subdivider, at his expense, will be responsible for the maintenance and repair of all services required to be constructed pursuant to this Agreement, including the provision of snow ploughing, road sanding or salting, grading, dust control and garbage collection as deemed necessary by the Township or until such time as the roads and street have been dedicated as public highways by Township By-law.
- (k) Upon completion of the services and prior to the dedication of roads and streets as public highways by Township By-law, the Subdivider will provide the Township with one set of plans and profiles on drafting film of 0.003 inches thickness (3 mil mylar) showing all services "as constructed" and drawn in ink to a scale set by the Public Works Supervisor. In addition upon completion

of the services, the Subdivider shall provide the Township with a Certificate from an Ontario Land Surveyor confirming that all legal survey bars depicting the roadway and blocks that are conveyed to the Township noted in Schedule 'B' are in evidence.

15. NOTWITHSTANDING ANY OTHER REQUIREMENTS OF THIS AGREEMENT, THE SUBDIVIDER AGREES:

- (a) That the lands as shown on Schedule "A" attached to this Agreement and the new registered plan are governed by the provisions of the Township of Whitewater Region Zoning By-law, Number 07-01-273.
- (b) That all streets abutting on the lands to be included in the new registered plan and to be used for access during the construction of the houses or other buildings on the new plan shall be kept in good and useable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to, or taking materials from the lands in the said new plan, shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting.
- (c) That no topsoil shall be removed from the lands shown on Schedule "A" attached hereto, except for the streets shown thereon and to accommodate filling of low areas as part of the phased road and lot development.
- (d) That, when deemed necessary by the Township's Building Official, the Subdivider shall have soil tests carried out by an independent testing laboratory, approved by the Township's Building Official, to investigate and report on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish, free of cost to the Township, certified copies of the results thereof for examination by the Township's Building Official prior to issuance of building permits.

16. PHASED DEVELOPMENT

The parties hereto agree that the lands shown on Schedule "A" may be implemented in phases as per Schedule "G" attached hereto and that the provisions of this Agreement shall apply to all phases and that construction of services required for each phase shall be substantially complete to the written satisfaction of the Township before approval will be given to proceed with the construction of a subsequent phase.

17. SPECIAL PROVISIONS

- a) The Subdivider hereto agrees to complete the following works as required by Enbridge Gas:
 - i) The Subdivider is to co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.
 - ii) The Subdivider shall grade all streets to final elevation prior to the installation of the gas lines and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution.

- iii) All of the natural gas distribution system will be installed within the proposed road allowances therefore easements will not be required.

- b) The Subdivider agrees to include the following in all Offers of Purchase and Sale Agreements for the lots in the Subdivision:
 - i) In ground to partially raised septic systems are recommended and site-specific conditions should be determined in a lot-by-lot basis. The in-ground to partially raised septic systems should be constructed on material having a percolation rate of between 6 and 15 min/cm. The typical septic system design criteria applies and includes:
 - (I) The presence of greater than 0.3m of overburden over bedrock of impervious soil/high water table.
 - (II) T time of approximately 15 min/cm.
 - (III) Daily sewage flows are based on 3000 L/day.
 - (IV) Septic systems require tile length of:
 $QT/200 = 3000 \cdot 15 / 200 = 225m$

 - ii) In-ground to partially raised tile bed consisting of 225 metres of distribution pipes is required.

 - iii) A fee of \$75.00 per lot or block shall be payable to the Township for the approval of the sewage system on each lot or block.

It is agreed between the parties hereto that every covenant, proviso and Agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns; that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.

IT IS DECLARED AND AGREED that this Agreement and the covenants, provisoes, conditions and schedules contained herein shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the Parties hereto for a period of three (3) years from the date of the signing of the Agreement of the Plan of Subdivision. Should the Subdivider not fulfill all responsibilities required to be fulfilled by him under this Agreement within the said three (3) year period, then completion of subdivision requirements shall be under a new agreement to be negotiated with the Township Council of the day and with the terms and servicing requirements in the new agreement to be in accordance with conditions existing at the time of negotiation.

IN WITNESS WHEREOF the Corporate seal of the Subdivider is hereunto affixed under the hands of its proper officers in that behalf.

AND IN WITNESS WHEREOF the Township has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SUBDIVIDER

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THE CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION

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Mayor



Chief Administrative Officer)

Approved and authorized by By-law Number [#] 08-02-349

Enacted the 9th day of July, 2008.

**SUMMARY OF SCHEDULES ATTACHED TO AND
FORMING PART OF THIS AGREEMENT**

SCHEDULE "A"	Plan of Subdivision
SCHEDULE "B"	Land for Municipal Purposes <ol style="list-style-type: none">1. 5% Lands2. Easements3. .3048 m (1 ft.) Reserves4. Lands for Hydro Purposes
SCHEDULE "C"	Estimated Costs of Works
SCHEDULE "D"	Lot Grading Plan
SCHEDULE "E"	Approved Engineering Drawings
SCHEDULE "F"	Plan Registration Number
SCHEDULE "G"	Development Phasing
SCHEDULE "H"	County 's Conditions of Draft Approval

SCHEDULE "A"

PLAN OF SUBDIVISION

SCHEDULE "B"

LANDS FOR MUNICIPAL PURPOSES

1. 5% LANDS

- (a) The 5% lands referred to in Section 5 of this Agreement are: **NIL**
- (b) The cash payment in lieu of the 5% lands referred to in this Agreement is in the amount of \$

2. EASEMENTS

The Easements referred to in Section 6 of this Agreement are: **NIL**

3. ONE (1) FOOT RESERVES

The .3048 m (1 ft.) reserves referred to in Section 6 of this Agreement are to located along the front lot line of Lot 15.

4. LANDS FOR HYDRO PURPOSES

The lands referred to in Section 7 of this Agreement are: **NIL**

5. LANDS FOR FUTURE ROAD AND WATER MAIN PURPOSES

The lands referred to in Section 6 of this Agreement as illustrated on Schedule B-1: Concept Plan for Future Road and Water Main Purposes. The final location and extent of lands to be conveyed to the Township will be determined following the final approval and registration of a registered plan of subdivision on adjacent lands.

SCHEDULE "B-1"

LANDS FOR FUTURE ROAD AND WATER MAIN PURPOSES

SCHEDULE "C"

ESTIMATED COSTS OF WORKS

SCHEDULE "D"
LOT GRADING PLAN

SCHEDULE "E"

APPROVED ENGINEERING DRAWING

SCHEDULE "E – 1

FUTURE ROAD AND WATERMAIN EXTENSION

SCHEDULE "F"

PLAN REGISTRATION NUMBER

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Whitewater Region, in the County of Renfrew and being composed of all of a plan filed at the Registry Office at Pembroke as Plan 49M-_____.

SCHEDULE "G"

DEVELOPMENT PHASING

The Plan of Subdivision will be developed in one Phase.

SCHEDULE "H"

COUNTY 'S CONDITIONS OF DRAFT APPROVAL