

SUBDIVISION AGREEMENT

INDEX

1. Approvals and Decisions
 2. Definitions
 3. Developer's Engineer
 4. Approved Plans
 5. Relocation of Utilities, Bell Canada/Wightman Telecommunications & Additional Works
 6. Staging of Services
 7. Street Names & Traffic Signs
 8. Topsoil & Sodding
 9. Tree Planting
 10. Lot / Block Grading & Drainage
 11. Boulevards and Vacant Lots and Blocks
 12. Conditions for Commencement of Construction
 13. Building Permits
 14. Occupancy
 15. Scheduling of Works
 16. Maintenance of Works
 17. Emergency Repairs
 18. Snow Removal & Garbage Collection
 19. Establishment of Bench Marks
 20. Conveyances and Cash-In-Lieu
 21. Solicitor's Certificate
 22. Taxes
 23. Administration Fees
 24. Insurance
 25. Securities
 26. The Construction Lien Act
 27. Final Acceptance of Works
 28. Indemnification
 29. Signs Respecting Assumption of Roads by Municipality
 30. Open Fires
 31. Notices
 32. By-Laws
 33. Agreement Binding
 34. Successors & Assigns
-
- Schedule 'A' Description of Lands being Subdivided
- Schedule 'B' Plan of Subdivision
- Schedule 'C' Hanover Public Works and Westario Power Standards and Approved Construction
Plan Drawings
- Schedule 'D' Estimated Cost of Construction
- Schedule 'E' Lot / Special Requirements
- Schedule 'F' Easements to be Granted to the Town of Hanover
- Schedule 'G' Lands to be Deeded to Municipality Inclusive of Parks Dedication or Cash-In-Lieu
thereof
- Schedule 'H' Conditions of Draft Approval of the Plan of Subdivision

SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 20__.

B E T W E E N :

THE CORPORATION OF THE TOWN OF HANOVER

hereinafter called the "**TOWN**" of the FIRST PART

A N D :

hereinafter called the "**OWNER**" of the SECOND PART

A N D :

hereinafter called the "**MORTGAGEE**" of the THIRD PART

WHEREAS the OWNER warrants that it is the Owner of the lands described in Schedule "A" to this agreement (hereinafter referred to as the "lands");

WHEREAS the OWNER represents that the Mortgagee is the only mortgagee of the lands

AND WHEREAS the OWNER desires to subdivide the lands in accordance with the proposed plan of subdivision attached as Schedule "B" to this agreement (hereinafter referred to as the "plan");

AND WHEREAS the TOWN agrees that it will recommend to the proper authority the release of the plan for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval;

AND WHEREAS the TOWN has been authorized by the Minister to require the developer to agree to construct and install certain roadways, structures, sidewalks, landscaping, conservation works and any other requirements as hereinafter provided and herein referred to as the "works" and to make financial arrangements with the Municipality for the installation and construction of required works before final approval of the Plan by the Minister;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the covenants hereinafter contained and in consideration of the Town approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING, LANDSCAPING AND NOISE REQUIREMENTS

1. Approvals and Decisions

- 1.1** Where, under the terms of this agreement, approvals and decisions are to be given or made, they shall be given or made by the Town Director of Public Works or other official having jurisdiction or control over the particular matter or land for which the approval or decision is required.
- 1.2** Approvals and decisions shall not be unreasonably or arbitrarily withheld by the Town, and they shall be given or made according to reasonable standards and principles.

2. Definitions

Unless the context otherwise require, where used herein:

- 2.1** SUBDIVISION means the land described in Schedule 'A' and shown in heavy outline on the Plan attached as Schedule 'B' hereto;
- 2.2** COUNCIL means the Council of the Corporation of the Town of Hanover;
- 2.3** TOWN SOLICITOR means the lawyer of the Corporation of the Town of Hanover for the time being or such other person or persons designated by him;

- 2.4 TOWN TREASURER means the Treasurer of the Corporation of the Town of Hanover for the time being or such other person or persons designated by him;
- 2.5 ENGINEERING SERVICES wherever, under the terms of this agreement, the Owner is required to design and install any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario;
- 2.6 WORKS for the purposes of this agreement, the "Works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connection, storm water detention and management facilities, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, bike paths, parkland grading, boulevard grading and buffer block grading, sodding, tree planting, landscaping, walkways, pedestrian bridges and pedestrian underpasses, street lighting and all other matters and things required to be done by the Owner in accordance with this agreement;
- 2.7 OWNER OR OWNERS includes the parties of the First Part, their heirs, executors, administrators, successors and assigns and agents thereof or contractor, or subcontractor.

3. **Developer's Engineer**

- 3.1 The Owner shall, at his own expense obtain the services of a competent engineer registered with the Association of Professional Engineers of Ontario to;
- 3.2 prepare and furnish all required plans and drawings for construction of the works;
- 3.3 prepare all necessary tender documents and contracts;
- 3.4 obtain the necessary approvals in conjunction with the Town or its agents;
- 3.5 provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Town. The Town may, where reasonably necessary, require the Owner to provide a resident engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- 3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" plans in a printed and digital PDF format satisfactory to the Town;
- 3.7 furnish the Town, at no cost to the Town with a certificate for the grading and drainage of the subdivision, including as constructed grading plans showing the direction of drainage, drainage swales, design elevations, retaining walls, berms, etc. that has not been constructed as per the approved grading plan, certifying that the proposed lot grading and drainage is in conformity with the overall drainage plan for the plan approved by the Town;
- 3.8 act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement;
- 3.9 provide to the Town as and when required, copies of any or all contracts or subcontracts or both entered into by or on behalf of the Owner for the construction of any or all of the works, together with any or all of the following contract documentation;
 - 3.9.1 provide certificates of progress payments,
 - 3.9.2 provide certificates of the substantial performance given pursuant to the provisions of the Construction Lien Act, and
 - 3.9.3 provide particulars of publication of the certificate of the substantial performance.
 - 3.9.4 provide WSIB Clearance Certificate from developer and contractor.

4. **Approved Plans**

- 4.1 The Owner shall, at its own expense unless otherwise provided by this agreement and within the time limits specified by this agreement design, do, install, pay and complete in a good and workmanlike manner to the satisfaction of the Town, and all other government agencies, including Conservation Authorities that are specifically referred to in the conditions of draft approval for the plan:
 - 4.1.1 all of the following works, matters, and things in accordance with and as shown on the approved plans and specifications for them, more particularly described in Schedule 'C' to this agreement shall be in accordance with all necessary agency approvals:
 - storm water detention and management facilities;
 - sanitary sewer drainage works connecting to an outlet designated by the Town, and as per Item 7 on Schedule 'C';

- a potable water system including any trunks within or outside the plan designated by the Town as necessary to service the lands;
- all Town roads shown on or abutting the plan, including curbs with correctly located curb depressions, boulevard grading, sodding, tree planting, and landscaping;
- all improvements to abutting roads including curbs with correctly located curb depressions, boulevard grading, sodding, tree planting, and landscaping;
- all street name signs, devices and other installations, including signs to be erected at the end of all streets shown on the plan to be extended, advising that the street will be extended in the future;
- all sidewalks, park walkways, bike paths, foot bridges, and pedestrian grade separations;
- all servicing, drainage and grading with acceptable top soil to within fifty (50) millimetres of the final approved grade of all parkland;
- all grading, drainage, top dressing, sodding and landscaping of all boulevard areas, buffer strips, watercourse areas, and other public open space;
- all walls and fencing;
- street lights to be LED and as specified by the Town;

4.1.2 all other works, matters and things referred to in this agreement, including all of the schedules to this agreement.

4.2 The Owner shall, prior to registration of the plan, make all of the payments/arrangements required by this agreement.

4.3 Despite anything contained in this agreement, the plan shall not be released by the Town for registration until this agreement has been executed and until all the plans and specifications for all of the works required by this agreement are fully approved by the Town. The approval of these plans and specifications by the Town shall not absolve the Owner of the responsibility for errors in and omissions from these plans and specifications as submitted by the Owner.

5. Relocation of Utilities, Bell Canada/Wightman Telecommunications and Additional Works

5.1 The Owner shall, prior to final approval of the plan for registration, make satisfactory arrangements with the Town, and any other public or private utility company for the relocation of any utilities necessitated by the development of the lands in accordance with the plan, including granting to the Town, and the utility company at the Owner's expense, any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of this agreement.

5.2 The Owner shall, prior to final approval of the plan for registration, make satisfactory arrangements, financial and otherwise, with Bell Canada/Wightman Telecommunications for any facility servicing the plan which are required by the Town to be installed underground.

5.3 The Owner and every builder building within the plan shall protect all public utilities from damage during the construction and maintenance of the works required by this agreement or while doing any work on any lot or block within the plan, including the erection of any buildings thereon. The protection works shall consist of fencing or other barricades or methods satisfactory to the owner of the public utility.

5.4 In the event the Owners or any builder damages any public utility located on or under any road allowance, as a result of the development of the subdivision, the Owner and the builder shall make satisfactory arrangements with the owner of the public utility for the repair of the damage at the expense of the Owner and the builder.

5.5 The Owner shall pay for any costs involved in the relocation of existing services such as hydrants, utility poles or other services or plans, which may become necessary because of the development of the subdivision.

6. Staging of Services

6.1 The Town and Westario Power may instruct the Owner to construct the services in particular stages suitable to the Town and Westario Power and the Owner shall comply. The approval of staging rests solely with the Town and Westario Power. If the work is thus staged, the Owner shall be only obligated to furnish the required securities pertaining to the part of works to be constructed in a particular stage.

6.2 Before proceeding with an additional stage, the Owner shall obtain the written approval of the Town and Westario Power and no services will be permitted to be installed until this approval has been received. The Town and Westario Power reserves the right to

require additional securities as necessary for the works to be constructed in any additional stages.

7. Street Names & Traffic Signs

7.1 The Owner shall provide and erect one three-way street name sign at each “T” intersection and two four-way street name signs at each cross-intersections with external street adjoining the plan in locations approved by the Town. These signs shall conform to the specifications of the Town of Hanover. All street names shall be approved by the Town of Hanover.

7.2 The Owner shall erect and maintain signs at the end of all streets shown on the plan, which will be extended to adjoining lands, having wording approved by the Town, advising that the street will be extended in the future. The signs shall be erected prior to any building permits being issued.

8. Topsoil & Sodding

8.1 The Owner shall, except where existing trees are to be retained, remove and stockpile all top soil and shall rough grade all road allowances and walkways shown on the plan to their full width prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities.

8.2 The Owner shall apply a minimum of ten (10) centimetres of good quality topsoil overall on all boulevards, buffer blocks, park blocks and front yards. The Owner shall fully sod (including rolling the sod) all boulevards, buffer blocks and front yards with acceptable nursery sod in conformity with the overall grading and drainage plan, landscape and fencing plan, and parkland landscape plan. The sod shall be laid after residence is completed.

9. Tree Planting

9.1 The Owner shall delineate the identified tree retention zones with a silt fence and not alter the grading without approval from the Town. All lots are to have one new tree planted in the front yard. All lots that do not have a suitable tree in the rear yard are to also have one new tree planted.

10. Lot / Block Grading & Drainage

10.1 The Owner agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Town.

10.2 The Owner shall attach a copy of paragraph 10.1 to all agreements of purchase and sale of land within the plan and shall include in all conveyances of land within the plan, a covenant executed by the purchaser of the land and binding on its successors and assigns in which the purchaser agrees not to alter the grading or the drainage except in accordance with drainage plans approved by the Town. This shall include regards for the identified tree retention zone on the approved Subdivision plans.

11. Boulevards and Vacant Lots and Blocks

11.1 The Owner shall, at all times prior to final acceptance of the works, keep all the boulevards within the plan free and clear of all materials and obstructions.

11.2 The Owner and its successors and assigns shall:

11.2.1 carry out continuous maintenance to the satisfaction of the Town on all vacant lots or blocks within the plan. Such maintenance will include weed control, grass and weed cutting to maintain a height not exceeding sixty (60) centimetres, cleanliness of the lot or block by removal of debris and maintenance of approved drainage through grading when required by the Town.

12. Conditions for the Commencement of Construction

12.1 The Owner shall not commence any work within the plan, including filling, grading or removal of trees and top soil or installing any of the works required by this agreement, until:

12.1.1 all existing trees on the plan have been identified and designated for removal or protection; and

12.1.2 that prior to final approval by the Ministry, the Owner shall submit for the review and approval of the Saugeen Valley Conservation Authority, Ministry of Natural Resources and the Ministry of the Environment and Energy, a surface water/storm water management report prepared by a technically qualified consultant. This report shall detail the methods that will be used to control

surface water flow and erosion and sedimentation within the development lands and abutting properties during and following construction; and

- 12.1.3** a detailed soils investigation of the lands prepared by a qualified geotechnical engineer has been approved by the Town; and
 - 12.1.4** the approved siltation and erosion control works, the approved tree protection works, all temporary and other suitable approved barriers and all other works required by the Town, and other governmental agencies (including conservation authorities) have been installed; and
 - 12.1.5** the detailed plans and specifications for all of the works required by this agreement have been approved by the Town and all other governmental agencies (including conservation authorities) whose approval is required and all certificates and permits required by law have been obtained; and
 - 12.1.6** the plan has been registered or the Owner has received authorization, in writing from the Town, that the work may proceed at the Owner's sole risk and expense; and
 - 12.1.7** the Town has authorized the Owner, in writing, to commence the work.
- 12.2** Despite paragraph 12.1, the Owner may, with authorization in writing by the Town, commence filling, grading or removal of trees and top soil provided the Owner has:
- 12.2.1** complied with all of the requirements of paragraphs 12.1.1 to 12.1.5 inclusive; and
 - 12.2.2** has deposited with the Town a Letter of Credit from a Schedule 1 Canadian Chartered Bank or another form of security in an amount satisfactory to the Town, as a performance guarantee to ensure that the works required by paragraphs 12.1.2 and 12.1.4 are installed and maintained. This performance guarantee shall be administered in accordance with Schedule 'I' of this agreement.

13. Building Permits

- 13.1** The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until:
 - 13.1.1** All required services, including sanitary sewer, storm sewer, water, hydro, gas, etc. and all granular material required up to base course asphalt.
 - 13.1.2** The Owner or the Builder has provided an engineering report satisfactory to the Town which indicates the special foundation requirements, if any, to support structures that may be erected on disturbed ground or on lots or blocks where filling has occurred, or where site conditions may have poor bearing capacity.
 - 13.1.3** The Owner has made satisfactory arrangements with Canada Post and the Town for the provision of mail facilities, including where applicable, suitable sites for the installation of Canada Post Super Mailboxes.
 - 13.1.4** The Owner has entered into an agreement with the Westario Power Board of Directors for the provision of an underground electrical distribution system to service the lands shown on the plan and such other matters as the Westario Power Board of Directors may require.
 - 13.1.5** The Owner has entered into an agreement with the Westario Power Board of Directors for the provision of a street lighting system satisfactory to the Town.

14. Occupancy

- 14.1** The Owner agrees that neither it nor its successors and assigns shall permit the occupancy of any building or part thereof erected on the lands:
 - 14.1.1** until the "basic services", which include sanitary sewers, storm sewers, storm drainage works, watermains, base course asphalt, curbs and gutters, electrical and permanent street name and traffic signs have been installed and approved by the Town;

15. Scheduling of Works

- 15.1** It is the intention of this agreement that all works be installed expeditiously and continuously. All underground works including base course asphalt shall be completed as soon as all trenches have been consolidated. Surface course asphalt and completion of boulevard sodding shall be completed when 75% of the lots have been built upon. Should the Owner fail to complete any of the works pursuant to this agreement as scheduled, the Town may rely upon the securities as outlined in

Schedule 'I' to complete the works under this agreement, or this agreement can be extended with the approval of Council. Should an extension agreement not be granted this subdivision agreement shall be null and void.

16. Maintenance of Works

- 16.1** The Owner shall maintain the underground works for a two (2) year period following approval or substantial completion of such services. The Owner shall maintain the base course asphalt and curbs until 75% of the lots are built upon, after which it shall place top course asphalt, complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time.
- 16.2** The Owner shall maintain all of the above ground works and shall remain responsible for all lot grading on non-built upon and non-occupied lots. Upon completion of all the aboveground works, the Owner shall maintain the aboveground works for one more year after the date the Town has inspected these works and if they are found to be satisfactory, shall recommend final acceptance of the works and that the works be assumed by the Town.
- 16.3** The Owner shall, until final acceptance of the works by the Town, maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent Town streets which have been dirtied as a result of operations within the development and keep them clean of dirt, mud, dust, refuse rubbish and litter of all types which in the opinion of the Town are a result of the building operations. Until final acceptance of the works by the Town, the Owner shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the Town. In the event such notice is not complied with within the said twenty-four (24) hour period, the Town may cause such work to be done and the cost of so doing shall be paid by the Owner to the Town within thirty (30) days of the date of the invoice from the Town.
- 16.4** The Owner agrees that in the event any dwelling units constructed within the plan are occupied before the streets on the plan have been finally accepted by the Town, the Town through its servants, contractors or agents may provide and maintain proper vehicular access and the Town shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the plan upon which such work has been done. The Owner hereby acknowledges that if the Town, by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the Town that it might have arising therefrom and agrees that it will make no claims against the Town for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the Town, its servants, contractors or agents. Subject to the conditions above, the Town hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of building so requires. To facilitate this operation, all catchbasins and all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.
- 16.5** Notwithstanding the above, the Owner may choose to place the top course of asphalt sooner, at his discretion.

17. Emergency Repairs

- 17.1** After the Owner has commenced development of the said lands, but before the Public Services have been assumed by the Town as provided herein, if any of the services to be provided by the Owner do not function or do not function properly and, in the opinion of the Town, repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the Owner consents to the Town, its servants, employees or agents, making whatever repairs may be deemed necessary and further covenants and agrees to reimburse the Town for any expense incurred in making the said repairs within thirty (30) days of the date of the invoice from the Town.

18. Snow Removal and Garbage Collection

- 18.1** The Town shall provide snow removal access and garbage pickup to any building lot upon occupancy of the said lot. The Town shall not be responsible for clearing snow or collection of garbage in the event their access to the said street is denied or inhibited in any way.

19. Establishments of Bench Marks

- 19.1** The Owner shall ensure that the elevations for all works to be constructed are tied in to a Geodetic survey, which is on the same datum as previous works constructed within the Town of Hanover.

CONVEYANCE OF LAND AND EASEMENTS

20. Conveyances and Cash-In-Lieu

- 20.1** At no cost to the Town, the Owner shall grant to the Town, free of encumbrances, the lands, easements to this agreement for municipal purposes. The Owner shall also grant gratuitously such other easements, including easements for temporary turning circles as may be required for municipal services and for other necessary services, private utilities or for construction of electrical power lines and/or telecommunication systems to service the lands. The executed deeds for all easements and lands to be conveyed to the Town shall be lodged with the Town before the registration of the plan or any part thereof.
- 20.2** The Owner, if required by the Town, shall pay to the Town prior to final approval of the plan for registration, money in lieu of the conveyance of land for park or other public recreational purposes. The Owner shall also pay to the Town, parkland development costs for the area of land for which moneys in lieu is paid. The amount of these payments are shown on Schedule 'G' of this agreement.

21. Solicitor's Certificate

- 21.1** The Owner shall provide the Town with a Solicitor's Certificate, within thirty (30) days of the registration of the subdivision plan, and prior to applying for any building permits, certifying that the lands to be or already conveyed to the Town pursuant to this agreement are free from encumbrance, and that the Grantee or the Town, as the case may be, is or will be the registered owner thereof.
- 21.2** The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the Town, the cost of this registration and the cost of the registration of all conveyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the Town a sum of money as estimated by the Town Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

22. Taxes

- 22.1** The Owner shall pay all arrears of taxes outstanding against the lands prior to final approval of the plan for registration. The Owner shall also pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collector's Roll according to the plan. The Owner shall pay municipal taxes for that part of the year up to the date which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year.

23. Administration Fees

- 23.1** The Owner shall pay to the Town prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning and engineering costs incurred by the Town, \$ 3,000.00 and a further \$ 3,000.00 prior to the issuance of any building permit.

24. Insurance

- 24.1** The Owner shall take out and keep in full force and effect until final acceptance of the works, at its sole cost and expense, the following insurance:
- 24.1.1** comprehensive general liability insurance applying to all operations of the Owner which shall include bodily injury liability and property damage liability, completed operations liability, and contractual liability. This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done in connection with the development of the plan.

Such policy shall be written with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest or costs, per occurrence and shall include as an additional named insured, the Town.

- 24.1.2** automobile liability insurance, for any vehicles owned by the Owner, with an inclusive limit of liability of ONE MILLION DOLLARS (\$1,000,000.00) exclusive of interest or costs, per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property.
- 24.2** Such policies shall not be terminated, cancelled, or materially altered unless written notice of such termination, cancellation, or material alteration is given by the insurers to the Town at least thirty (30) days before the effective date thereof.
- 24.3** All policies of insurance stipulated herein will be with insurers acceptable to and in a form satisfactory to the Town.
- 24.4** If required by the Town, the Owner shall prove to the satisfaction of the Town that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.
- 24.5** The Owner shall deposit with the Town, prior to commencing any work on the Plan, a certificate of insurance.
- 24.6** The Owner shall file a renewal certificate with the Town not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the Town has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the Town shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.
- 24.7** The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims, if any, for which it may be held responsible.
- 25. Securities**
- 25.1** Prior to commencing any work on the Plan, the Owner shall deposit with the Town as a performance guarantee to ensure total performance of this agreement by the Owner, in a form acceptable to the Town's Solicitor guaranteeing up to a maximum of Two Hundred Thousand Dollars (\$200,000.00) for amounts which are due or which become due pursuant to this agreement. The guarantee shall be released by the Town at the end of the warranty periods referred to in this Agreement, provided no amount of money is owed from the Owner or Guarantor to the Town.
- 25.2** Owner in Default – If, in the opinion of the Town, the Owner is not installing any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly performed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Town as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Town, make default in the performance of any of the terms of this agreement, then in which case, the Town shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice or within such time period as may be designated by the Town, then, in that case, the Town thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as shall be required for the proper completion of the said works at the cost and expense of the Owner. In case of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Town, whose decision shall be final. Any work done at the direction of the Town pursuant to the provisions of this clause shall not be an assumption by the Town of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.
- 25.3** The Town agrees to reduce, from time to time, the amount of the performance guarantee referred to in this agreement unless otherwise stipulated in this agreement, hereof by an amount equal to ninety percent (90%) of the value of the works completed to the satisfaction of the Town upon receipt of the following:
- 25.3.1** a statutory declaration that all accounts relative to the installation of the completed works have been paid; and
- 25.3.2** Owner to certify to the Town that there are no liens or potential lien claims relating to any of the completed works as and when the Owner requests the Town to reduce the performance guarantee or finally accept the works pursuant to the Construction Lien Act; and

25.3.3 certification of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for such completed works, together with the proof of publication thereof.

The remaining ten percent (10%) of the performance guarantee for the underground services and plant materials shall be retained by the Town until expiration of the maintenance period for the underground works and acceptance by the Town.

The remaining ten percent (10%) of the performance guarantee for the aboveground work shall be retained by the Town until final acceptance of the subdivision works by the Town Council.

26. The Construction Lien Act

- 26.1** The Owner shall comply with all of the provisions of the Construction Lien Act, RSO, 1990, as amended, from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.
- 26.2** The Owner shall indemnify and hold harmless the Town from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the Town or of them pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and subcontractors.
- 26.3** The Town Treasurer may, at any time, authorize the use of all or part of the performance guarantee referred to in paragraph 26.1 of this agreement:
- 26.3.1** to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens made, brought, or registered pursuant to the Act which affects any lands owned by the Town, including public highways in the event the Owner defaults in the performance of this agreement; and
- 26.3.2** to pay to the Town any amounts owing to them pursuant to paragraph 26.2 of this agreement.
- 26.4** The Owner acknowledges that the Town shall not be required to reduce or release the performance guarantee in accordance with paragraph 26 of this agreement until the Town is satisfied that all of the provisions of paragraph 26 and 27 together with all other provisions of this agreement have been complied with.

27. Final Acceptance or Works

- 27.1** The performance by the Owner of all of its obligations under this agreement shall be a condition precedent to the final acceptance of the works by the Town. Prior to the final acceptance of the works by the Town, the Owner shall furnish the Town with:
- 27.1.1** a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of works and that there are no outstanding claims relating to the works;
- 27.1.2** Owner to certify to the Town that there are no liens or potential lien claims relating to any of the completed works as and when the Owner requests the Town to reduce the performance guarantee or finally accept the works pursuant to the Construction Lien Act;
- 27.1.3** a surveyor's certificate by an Ontario Land Surveyor stating that all standard iron bars are in place as shown on the plan. This certificate shall be submitted one (1) month prior to application by the Owner for substantial completion of the works;
- 27.1.4** a certificate under stamp and seal from the Owner's consulting engineer certifying that all of the works required by this agreement have been constructed in accordance with the approved plans and Town's specifications;
- 27.1.5** one complete set of "as constructed" plans in a printed and digital PDF format satisfactory to the Town for all works including lot grading;
- 27.1.6** final acceptance of the overall lot grading plan shall be at the time this agreement has been satisfied (75% of lots developed);

SCHEDULE 'A' TO THE SUBDIVISION AGREEMENT

Description of Lands Being Subdivided

All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Hanover, in the County of Grey and Province of Ontario, and being composed of Part of Lots _____, Registered Plan _____.

SCHEDULE 'B' TO THE SUBDIVISION AGREEMENT

Plan of Subdivision

In the Town of Hanover, County of Grey being composed of all Lots _____ to _____ inclusive and Blocks _____ inclusive, Plan 16M-_____ available for inspection at the Grey Registry Office and at the Municipal Office of the Town of Hanover at 341 10th Street, Hanover, Ontario, N4N 1P5.

SCHEDULE 'B-1' TO THE SUBDIVISION AGREEMENT
Draft Plan of Subdivision (Red-Line)

SCHEDULE 'C' TO THE SUBDIVISION AGREEMENT

Hanover Public Works and Westario Power Standards and Approved Construction Plan Drawings

HANOVER PUBLIC WORKS SERVICING STANDARDS:

1. Engineering Studies:

The Developer and Consulting Engineer shall undertake sufficient engineering studies, including drainage and soil investigations, to ensure that the proposed municipal works and services are compatible with existing site and servicing constraints and can be carried out in a manner which would satisfy all Town standards and conform with good engineering practice.

2. OPSS & OPSD:

The applicable Ontario Provincial Standard Specifications and Drawings shall apply to all work, unless superseded by standards imposed by the Town of Hanover.

3. Field Revisions:

The Director of Public Works reserves the right to order field revisions at the sole expense of the Developer.

4. Testing:

The Director of Public Works reserves the right to call for qualitative and quantitative tests to verify conformance to specifications and drawings, at the expense of the Developer.

5. Boulevards:

All boulevards and other areas to be landscaped shall be finished with minimum 100mm of topsoil on which is placed nursery sod, and is watered as necessary to provide for proper root growth.

6. Parks:

Lands to be conveyed to the Town for parks purposes shall have minimum 100mm of topsoil graded over such lands and such lands shall be seeded or sodded in accordance with the requirements of the approved park grading plan.

7. Signage:

The following street signage shall be installed:

- stop signs
- street name signs
- no exit signs

All street and traffic signs shall be approved prior to their installation by the Director of Public Works and shall be supplied and erected at the Developer's expense.

WESTARIO POWER SERVICING STANDARDS:

1. Engineering Studies:

The Developer shall retain the services of a qualified professional engineer for the design and supervision of the proposed electrical distribution system including street lighting. All works to be constructed shall be approved by Westario Power prior to their installation.

2. Construction Co-Ordination:

The Developer will be responsible for the following:

- i) The routes for cable trenches must be cleared of all obstacles and rough graded to within 150mm of final grade before any trenching for electrical supply will be commenced.

- ii) The Developer shall co-ordinate as far as is possible within his/her jurisdiction the layout and installation of the other services and utilities, such as telephone, cable TV, and gas, to permit the underground electrical facilities to be installed in the most economical and efficient manner.
- iii) All trenching for joint-use Electric/Bell/TV underground installation shall be the responsibility of the Developer, to Westario Power's specifications. This will include line and grade for all excavations, sand bedding, backfill, restoration, and 4 weeks advance notice.

3. Temporary Service:

The Developer acknowledges that the installation will not normally commence until all other servicing and grading is completed to the property lines of the building blocks, and if temporary electrical service is required for building purposes, this will either be supplied from the underground installation or from temporary overhead, and the cost of the temporary overhead will be chargeable completely to the Developer, or such person requesting the temporary service.

4. Field Revisions:

All design of electrical services is based on the premise that electrical service will be required for all of the building blocks shown on the Plan. If for any reason the building blocks shown on the Plan are to be changed in dimension or location, the costs associated in accommodating these changes will be wholly chargeable to the Developer.

5. Ontario Hydro Safety Codes:

The Developer acknowledges that he/she is aware of and agrees to comply with Section 26-014 "Liquid Filled Equipment, Outdoors" of the Ontario Hydro Safety Code, 20th edition. Briefly, this code requires a 6-metre separation between dielectric liquid-filled equipment and any combustible surfaces or materials on a building or any door or window, or any ventilation inlet or outlet. If the Developer does not adhere to this rule, Westario Power has the right to rectify this situation at the total cost of the Developer.

6. Approved Construction Plan Drawings:

Approved Construction Plan Drawings as prepared by the Consulting Engineer in accordance with the Hanover Public Works and Westario Power engineering standards form part of this Agreement are listed below. Revisions to any of these drawings or specifications must be approved and initialled by authorized representatives of the Developer and the Town.

Schedule of Plans

<u>Drawing Number</u>	<u>Drawing Name</u>	<u>Revision Date</u>
	Title Page	
	General Plan	
	Grading & Surface Water Management Plan	
	Lot Grading Plan	
	Plan and Profile	
	Plan and Profile	
	Plan and Profile	
	Pond Details	
	Sanitary Sewer Drainage Details	
	Tree Retention Plan	
	Standard & Details	

SCHEDULE 'D' TO THE SUBDIVISION AGREEMENT
Estimated Cost of Construction

SCHEDULE 'E' TO THE SUBDIVISION AGREEMENT

Lot / Special Requirements

The following lots require certain conditions to be met:

1. Lots _____ require special engineering prior to development and prior to footings being placed.
Subsequent to regrading all lots with excess of 1.2 m of fill to be identified.

SCHEDULE 'F' TO THE SUBDIVISION AGREEMENT

Easements to be Granted to the Town of Hanover

The following easements are to be defined on reference plans registered in the Grey County registry office and conveyed to the Town of Hanover, at no cost to the Town, in accordance with the requirement of the Town Solicitor:

Easements to be conveyed to the Town: _____

SCHEDULE 'G' TO THE SUBDIVISION AGREEMENT

**Lands to be Deeded to Municipality Inclusive of
Parks Dedication or Cash-in-Lieu thereof**

The following lands are to be conveyed to the Town of Hanover, at no cost to the Town, in accordance with the requirements of the Town Solicitor:

Lands to be Conveyed to the Town:

Blocks _____ inclusive, Registered Plan 16M-_____, in the Town of
Hanover, County of Grey

Cash-in-lieu of Parkland: \$ _____ payable at the time of signing this agreement

SCHEDULE 'H' TO THE SUBDIVISION AGREEMENT

Conditions of Draft Approval of the Plan of Subdivision

1. That this approval applies to the draft Plan of Subdivision File No. 42T- - , as redlined, prepared by dated , showing {#} residential lots, {#} lots for detached dwellings (Lots to) and {#} residential lots for semi-detached dwellings (Lots to), one stormwater management block (Block), one trail block (Block), an open space block (Block), one daylight block (Block), 0.3 metre reserve (Block), future turning circle (Block), future access street (Block) and one road allowance on Part Lots , Registered Plan , Town of Hanover, County of Grey.
2. That Block be deeded to the Town of Hanover.
3. That the owner convey up to 5% of the land included in the plan to the municipality for park purposes. Alternatively, the municipality may accept cash-in-lieu of all or a portion of the conveyance.
4. That a suitable Subdivision Agreement be entered into between the owner and the Town of Hanover. The agreement shall contain all matters set out as Conditions of Approval as deemed necessary in this Decision and any other matters as deemed appropriate by the Town of Hanover. Furthermore, the owner shall agree in writing to satisfy all the requirements, financial and otherwise, of the Town of Hanover concerning improvements to {name of affected streets}.
5. That prior to final approval by the County, that appropriate zoning is in effect for this proposed subdivision that conforms to the Town of Hanover Official Plan and that addresses, *inter alia*, the following:
 - Residential lots
 - The trail blocks
 - The stormwater management block
 - Extension of services
 - Environmental Protection zones, as defined by the Saugeen Valley Conservation Authority
 - Building envelopes as permitted in the tree planting and landscaping plan, as reviewed by the Town and Saugeen Valley Conservation Authority.
6. That all easements for drainage or utility purposes shall be dedicated to the appropriate authority.
7. That Block be deeded to the Town of Hanover for stormwater purposes.
8. That Block be deeded to the Town of Hanover for trail purposes.
9. That the road allowance be deeded to the Town of Hanover and named to the satisfaction of the Town of Hanover.
10. That the Owner agree to complete a traffic assessment study.
11. That the Owner complete a MOECC D-4 Study to the satisfaction of the Town of Hanover and the County of Grey's 2015 Azimuth Report for abandon landfill site.
12. That the Owner complete a Natural Heritage Environment Impact Study (EIS) for the proposed {#} lot subdivision.
13. That prior to final approval, the developer submit a tree planting and landscaping plan, prepared by a qualified professional, including revegetation of the ravine lands, trail blocks, building envelopes as well as provide details for maintenance and protection of the environmentally sensitive areas including best management practices to be imposed on these lands, to the satisfaction of the Town of Hanover and Saugeen Valley Conservation Authority and that this plan be incorporated in the subdivision agreement.
14. That prior to final approval, the developer prepare detailed stormwater management plan for the entire subdivision, to the satisfaction of the Town of Hanover and Saugeen Valley Conservation Authority and that this plan be incorporated in the subdivision agreement.
15. That prior to final approval, the developer prepare detailed lot grading plan for the entire subdivision, to the satisfaction of the Town of Hanover and Saugeen Valley Conservation Authority and that this plan be incorporated in the subdivision agreement.
16. That prior to final approval that the Town of Hanover is advised in writing from Westario Power that an electrical distribution system to service the lands shown on the plan is available.
17. That prior to final approval, a copy of the fully executed Subdivision Agreement between the developer and the municipality shall be provided to the County of Grey.
18. That prior to final approval being given, that the County is advised in writing by the Saugeen Valley Conservation Authority, how Conditions , and have been satisfied.
19. That prior to final approval being given, that the County is advised in writing by the Town of Hanover how Conditions to have been satisfied.

16. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution from the local municipality must be received by the County of Grey Director of Planning, prior to the lapsing date. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted.
17. That the owner, submit to the County of Grey with a computer disk containing a digitised copy of the Final Plan in a format acceptable to the County of Grey.