

The applicant(s) hereby applies to the Land Registrar.

### Properties

PIN 57368 - 0059 LT  Affects Part of Prop

Description LOTS 1 TO 30 INCLUSIVE, BLOCKS 21, 22, 23, 24 AND 25 AND THE STREET  
NAMELY BARRETT CHUTE ROAD

Address CALABOGIE

### Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA  
Address for Service 19 Parnell St.  
P.O. Box 180  
Calabogie, ON K0J 1H0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Glenda McKay, Mayor, and Allison Holtzhauer, CAO/ Clerk-Treasurer.

### Party To(s)

Capacity Share

Name BARRETT CHUTE INC.  
Address for Service P.O. Box 335  
Renfrew, ON K7V 4A4

### Statements

This notice is for an indeterminate period

Schedule: See Schedules

### Signed By

Stephen Arthur Ritchie	92 Centrepointe Drive Ottawa K2G 6B1	acting for Applicant(s)	Signed	2016 09 22
Tel 613-224-6674				
Fax 613-723-9105				

I have the authority to sign and register the document on behalf of the Applicant(s).

Cindy Kerry Morin	1770 Courtwood Crescent, Suite 102 Ottawa K2C 2B5	acting for Party To(s)	Signed	2016 09 23
Tel 613-722-0015				
Fax 613-722-5932				

I have the authority to sign and register the document on behalf of the Party To(s).

### Submitted By

MARTIN Z BLACK LAW OFFICE	1770 Courtwood Crescent, Suite 102 Ottawa K2C 2B5			2016 09 23
Tel 613-722-0015				
Fax 613-722-5932				

The applicant(s) hereby applies to the Land Registrar.

**Fees/Taxes/Payment**

Statutory Registration Fee \$62.85

Total Paid \$62.85

**File Number**

Applicant Client File Number : 3949

Party To Client File Number : BARC001

**TOWNSHIP OF GREATER MADAWASKA**  
**SUBDIVISION AGREEMENT**

**THIS SUBDIVISION AGREEMENT made August 30, 2016.**

**BETWEEN:**

Barrett Chute Inc.

Hereinafter called the "Owner"

OF THE FIRST PART

**AND:**

**CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA**

Hereinafter called the "Township"

OF THE SECOND PART

**WHEREAS** the Owner is the owner of the lands which are more particularly described in Schedule "A" of this Agreement;

**AND WHEREAS** the Owner has applied to the County of Renfrew for approval of a Plan of Subdivision, pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, Chap. P. 13., as amended and approval has been granted by the County subject to conditions and the execution of this Agreement;

**AND WHEREAS** the Owner and the Township have agreed to certain matters hereinafter expressed relating to the planning, development and phasing of the said Plan of Subdivision;

**THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar of lawful money in Canada paid by the Owner to the Township, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

**1. IN THIS AGREEMENT:**

**"AGREEMENT"** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

**"APPROVAL"** shall mean the date on which the Township is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Township, and further referred to in this Agreement;

**"C.A.O.,"** shall mean the Chief Administrative Official of the Township or his/her designate;

**"CONDITIONS OF DRAFT APPROVAL"** shall mean the Consolidated Conditions of Draft Approval of the County of Renfrew in file no. 47-T-85005 and attached hereto in Schedule "F", subparagraph D.

**"COUNCIL"** shall mean the Council of the Township;

**"LANDSCAPE ARCHITECT"** shall mean a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

**"MAINTAIN"** includes operation, repair, replace or reinstate;

“**MUNICIPAL SOLICITOR**” shall mean the solicitor of the Township or his/her designate;

“**OWNER**” or “**OWNERS**” includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner or Owners;

“**PLAN or PLAN OF SUBDIVISION or SUBDIVISION**” shall mean the Plan of Subdivision submitted by the Owner for approval and approved by the County of Renfrew and includes the lands described in Schedule “A”;

“**PROFESSIONAL ENGINEER**” shall mean an engineer in good standing with the Ontario Association of Professional Engineers;

“**ROAD**” shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on a Plan of Subdivision. The use of “Streets” or “Public Highway” shall be synonymous with “Road”. “Roads” shall refer therefore to the extension of Barrett Chute Road and Cub Scout Crescent all shown on the Plan.

“**TOWNSHIP**” shall mean the Corporation of the Township of Greater Madawaska and includes its successors and assigns and its officers, employees, agents and contractors;

“**TOWNSHIP SPECIFICATIONS or STANDARDS**” shall mean the detailed description of construction, materials, workmanship and standard of work to be carried out by the Owner as prescribed by the Township and as amended from time to time by the Township and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;

“**TOWNSHIP TREASURER**” shall mean the treasurer of the Township or his/her designate;

“**WORKS**” includes those services, installations, structures and other works listed in and required by this Agreement.

## 2.0 GENERAL REQUIREMENTS

### 2.1 Lands

The “Lands” to which this Agreement shall apply are those particularly described in Schedule “A” and comprise the Plan of Subdivision. The “Owner” covenants to fully comply with the “Conditions of Draft Plan Approval” and municipal zoning in the development and ownership of the “Lands”. All blocks upon the Plan of Subdivision shall be retained by the “Owner” solely for the purposes set out in the said “Conditions of Draft Plan Approval”.

### 2.2 Scope of Works

The Owner shall construct and install all the Works set out in Schedule “B” and as shown on the approved construction drawings. The said Works shall be constructed and completed at the Owner’s sole expense and in accordance with the Township Specifications. The Owner shall, at its expense, arrange for the relocation of all existing services made necessary by the construction of the Works in the Subdivision and to the satisfaction of the Township.

### 2.3 Municipal Covenants

The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses which shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands for the benefit of the lands in the Subdivision:

- (a) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on his part, the C.A.O. may serve notice to the

Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the C.A.O. may cause the damage to be repaired and shall recover the cost of the repair plus thirty (30%) percent of the cost for supervision and thirty (30%) percent of the cost for administration under the *Municipal Act, 2001, S.O. 2001, c.25 as amended* in like manner as municipal taxes.

(b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not request nor will the Township be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and granular "A" on which such land fronts have been carried out and have received Approval of the C.A.O.; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall Township road network and until the whole or such portion of the mass earth moving or general grading as the C.A.O. deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the C.A.O., the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the C.A.O. on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works.

(c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, without the written consent of the C.A.O., and further the purchaser will maintain any such alterations approved by the C.A.O..

(d) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the C.A.O. within the lands to which this Agreement applies nor adjacent lands in its ownership.

#### 2.4 Notices to Purchasers

The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses:

- (a) The purchaser acknowledges that the school accommodation pressures exist in the school board schools designated to serve this Subdivision, which pressures are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (b) The purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
- (c) The purchaser of any lot or block hereby acknowledges that he has been advised of:
  - (i) an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.
  - (ii) the proposed location for the community mailboxes within the Subdivision;
  - (iii) the proposed grading and landscaping for the lot or block;
  - (iv) the proposed driveway location;
  - (v) the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;
  - (vi) the approved zoning map for the Subdivision.

- (d) The purchaser further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the Township's approval process. The Owner shall have the purchaser sign an acknowledgment that he has been advised of this information.

## 2.5 Information for Sales Offices

The Owner shall display in a conspicuous place in all sales offices established for the sale of buildings or lands within this Subdivision all of the plans listed below:

- (a) a Zoning Map or Schedule displaying current zoning of all lands in and adjacent to the subject Subdivision;
- (b) a print of the registered Plan of Subdivision;
- (c) overall development plan for the area within which the subject plan is located.
- (d) a print of an overall plot plan or equivalent showing the following information for each lot or block on the Plan:
  - The approved Grading and Drainage Plan;
  - All above ground services and utility locations;

## 2.6 Engineering Services

### 2.6.1 General

The Owner shall prepare and furnish, at its own cost, all plans, specifications, calculations contours, or other information pertaining to the Works which may be required by the C.A.O. and shall also prepare and submit to the C.A.O. estimates of the quantities and costs of the Works, and substantiate same to the C.A.O. if requested. In all respects, the specifications used for the Works shall be equivalent to or exceed Township Specifications and, in all cases, be acceptable to the C.A.O.

### 2.6.2 Professional Engineer

The Owner shall employ Professional Engineers registered by the Association of Professional Engineers of Ontario to carry out the following with respect to all of the Works, as may be required by the C.A.O.:

- (a) preparing and supplying design plans and drawings;
- (b) preparing specifications;
- (c) obtaining approvals in conjunction with the Township;
- (d) supervise layout and construction;
- (e) maintaining records of construction; and
- (f) preparing and supplying as-built and drawings in a form as detailed by the Township specifications.

### 2.6.3 On Site Inspection

The Owner shall have competent professional engineering inspection personnel on site based on a schedule approved by the Municipal Engineer for the period of construction to supervise the Works and the C.A.O. shall have the right at all times to inspect the installation of the Works. Should it be found, in the sole opinion of the C.A.O. that such personnel are not on

site as required by the approved schedule or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with approved plans or Specifications and in accordance with the good engineering practice, then the C.A.O. may order all Works in the Subdivision to be stopped.

#### **2.6.4 Testing of Works**

The C.A.O. may have any qualitative or quantitative tests made, and the cost of such tests shall be paid by the Owner within 30 days of the account being rendered by the Township, provided that nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering practice and Township Specifications and Standards. The Owner shall be required to pay to the Township, by cash or certified cheque all costs related to all quantitative testing, data collection and other required tests undertaken by the Township as detailed by Township Specifications. The initial network testing shall be administered by the Township and completed during the maintenance period.

### **3. CONSTRUCTION REQUIREMENTS**

#### **3.1 Ministry of the Environment Certification**

(a) The Owner acknowledges and agrees not to commence any work on the construction of the Works until it has received both the Ministry of the Environment Certificate of Approval and a Notification to Commence Work issued by the Township, where applicable.

(b) Prior to the commencement of construction of any phase of the subdivision (roads, utilities and off-site works, etc.), the Owner agrees to:

- (i) Have a professional engineer prepare an erosion and sediment control plan appropriate for site conditions in accordance with current best management practices.
- (ii) Have this plan reviewed and approved by the Township of Greater Madawaska.
- (iii) Monitor the effectiveness of and maintain the erosion and sedimentation control works as necessary, and
- (iv) Provide certification to the Township of Greater Madawaska through a professional engineer that the plan has been implemented.

#### **3.2 Schedule of Works**

(a) All underground services within the Plan of Subdivision, including service connections, shall be installed within 24 months of the date of registration of the Plan of Subdivision, unless otherwise approved by the C.A.O. Underground services required to serve land outside the Subdivision shall be installed within 24 months of registration, unless otherwise approved by the C.A.O.

(b) Granular road base construction may commence immediately following the completion of the underground services and shall be completed not later than six months after Approval of the underground services unless otherwise approved by the C.A.O.

(c) Double high float surface (Low cost bituminous) shall not be installed any earlier than one year from the time of Approval of the granular road base to the satisfaction of the C.A.O.

(d) Under-pavement ducts shall be installed prior to the placement of double high float surface (Low cost bituminous) or installed by trenchless methods for telephone and cablevision plant.

- (e) Open space shall be constructed in conjunction with the placement of the double high float surface (Low cost bituminous) or at such date as approved in writing by the C.A.O., and according to plans approved by the C.A.O..
- (f) Temporary street name signs, if required, and granular road base shall be installed prior to issuance of building permits for any building unit which takes direct access from the said Street.
- (g) Landscape buffer/screening and noise barriers shall be constructed prior to occupancy of a unit situated on the lot or block abutting the Road where buffers, screening and/or noise barriers are required.
- (h) Notwithstanding what has been written in this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits should all read “weather permitting”. The C.A.O. shall be the sole authority as to the possibility of weather conditions negatively impacting the proposed Works and permitting the Works to proceed.

**3.3 Protection of Public Lands**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision, and furthermore, it shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said public lands, other than Roads, without the prior consent of the Township.
- (b) With respect to dumping by local residents, the Township shall make a reasonable effort in conjunction with the Owner to restrain local residents from using public lands as a debris depository. The Owner, at its expense, shall install “No Dumping” signs on public lands to the satisfaction of the C.A.O.
- (c) In the event that topsoil has been removed from public lands prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the C.A.O. to provide cover for the site to a depth specified by the Township, and the Owner shall level and grade such topsoil as required by the Township. Similarly, trees or shrubs which have been, or are hereafter removed from the parkland site in contravention of this Agreement shall, at its option, be replaced by the Township at the expense of the Owner with nursery stock or a variety and quality equivalent to or better than the trees and/or shrubs removed.

**3.4 Inspection of Works**

Employees or agents of the Township shall have the right at all times to free and uninterrupted access to any and all parts of the Subdivision for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor an Acceptance of any of the said Works by the Township nor any assumption by the Township of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement.

**3.4.1 Approval of Works**

Upon the completion of any section of Works as itemized in Schedule “B” or a portion of any section as agreed to by the Municipal Engineer in accordance with the specifications and upon the preparation of such Works for inspection, which preparation shall include testing in accordance with the Township Specifications, the Owner may apply to the C.A.O. for Approval of the Works.

As soon as possible after the receipt of an application for Approval of any Works, the Township shall cause the Works to be inspected and shall furnish the Owner with a list of deficiencies, if any, for the Works, or the Municipal Engineer shall give the Works Approval in



writing. If the Township furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and the Township shall give the Works Approval upon being satisfied that those deficiencies have been corrected.

In the event that the Township has not given such Approval and has not provided the Owner with a list of deficiencies within 60 days of application for Approval, the Works for which Approval was applied shall be deemed to have received Approval. Approval shall not release the Owner from any obligation or constitute Acceptance of any Work.

In the event that the Township has provided the Owner with a list of deficiencies for any Works, the Owner shall correct those deficiencies and notify the Township when those deficiencies are being corrected so the Township may be in attendance, and then the Owner may re-apply to the Township for Approval of the Works. As soon as possible after the receipt of a re-application for Approval of the Works, the Township shall cause the Works to be inspected and shall again furnish the Owner with a list of deficiencies, if any, for the Works, or shall give the Works Approval. If the Township again furnishes the Owner with a list of deficiencies for the Works the Owner shall correct those deficiencies for the Works and notify the Township when those deficiencies are to be corrected so that the Township may be in attendance, and the Township shall give the Works Approval only upon being finally satisfied that all deficiencies have been corrected.

In the event that the Owner has re-applied for Approval and the Township has not given such Approval and has also not provided the Owner with a list of deficiencies within 60 days of the re-application for Approval, the Works for which Approval was applied shall be deemed to have received Approval. Upon the Approval of any Works and subject to Schedule D(5), the Township shall authorize the reduction of any security for those Works given in accordance with Schedule D(5) of this Agreement.

#### **3.4.2 Maintenance of Works**

The Owner shall maintain all underground services, Roads and Works, not including hydro, telephone and cablevision services, installed pursuant to this Agreement until Acceptance is given. The Owner shall maintain vacant land within the Plan of Subdivision in a condition acceptable to the C.A.O. The Owner shall respond to any flooding occurring throughout the Subdivision and provide the necessary Works required to alleviate the flooding. The Owner shall reinstate any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during the construction of Works or building on the lands relating to any services and Works, which may appear prior to Acceptance.

#### **3.4.3 Acceptance of Works**

Subject to the provisions of this Section, the Owner may apply for Acceptance of the Works upon the expiry of the one-year warranty period, from the date of Approval of the Works.

- (a) Before applying for Acceptance of the Works, the Owner shall furnish the Township with the following documents:
  - (i) The plans and documents as indicated in the Township Specifications, and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datums.
  - (ii) A certificate by an Ontario Land Surveyor, that after the completion of the Subdivision Works, all Standard Iron Bars (which define property boundaries and right-of-way alignments) have been found in accordance with the registered Plan.
  - (iii) Statutory declaration that all accounts for Works, services and materials supplied have been paid, except construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner.

(iv) Written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act of Ontario*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act

(b) Not later than 30 days after the receipt of an application for Acceptance of any Works, the Township shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Township shall furnish the Owner with a list of deficiencies, if any, for the Works or Acceptance of the Works. If the Township furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the Township when those deficiencies are to be corrected so that the Township may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the Township for Acceptance of the Works, subject to and in the manner provided in Clause 3.4.3 hereof.

(c) When the Township is satisfied that all such deficiencies have been corrected in accordance with this Agreement, that all Township accounts have been paid, and that all financial requirements as herein provided have been met, the Township shall provide Acceptance of the Works.

(d) Upon the issuance of a Certificate of Acceptance of the Works, the ownership of the Works shall vest in the Township.

(e) Forthwith after the Acceptance of the Works, the Township shall authorize the release of any security for the Works.

(f) Notwithstanding anything contained to the contrary in this agreement, the Owner shall remain responsible and liable to the Township for any damage caused to the Roads for a period of five (5) years from the date of Acceptance. The Owner's liability from date of Acceptance for the five (5) year period shall be limited to the amount of \$30,000.00.

### 3.5 Remedy for Default of Works

If, in the opinion of the C.A.O.:

- (a) the Owner fails to install any Works within the time specified in Clause 3.2 or at such later time as is requested by the Owner and approved by the C.A.O. in writing; or
- (b) should the Owner having commenced to install Works fail to proceed with reasonable speed or fail to install the Works in accordance with the terms of this Agreement; or
- (c) should the Owner be executing the Works carelessly or in bad faith, or should be Works so installed be faulty; or
- (d) should the Owner neglect or fail to renew or again perform such Works as may be rejected by the C.A.O. as being or having become defective or unsuitable; or
- (e) should the Owner fail to carry out any maintenance required under this Agreement; or
- (f) should the Owner in any manner, in the opinion of the C.A.O., make default in the performance of any of the terms of this Agreement;

then in such case the C.A.O. shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of 5 days after such notice, then in that case C.A.O., shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workers as in its opinion shall be required for the proper completion of the Works at the cost of the Owner or

its surety, or both. The C.A.O. shall be at the sole authority as to the extent of the Works required to be completed.

If the Township enters the Subdivision for any such purpose without notice in the event of an emergency, it shall give written notice to the Owner as soon as it is practical to do so thereafter. The cost of such Works shall be calculated by the C.A.O. whose decision shall be final and shall include a management fee of thirty (30%) percent of the value of dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Township would not have executed this Agreement. The Owner shall pay the cost of the Works forthwith upon demand by the Township. Nothing in this clause shall require the Township to carry out any such Works or maintenance whatsoever. Any entry by the Township upon the Subdivision for purposes of this clause shall not constitute an Acceptance of any Works by the Township. The C.A.O. shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the Township.

If for reasons beyond the Owner's control such as the availability of materials, strikes, Act of God or Act of the Public Enemies, the Owner is prevented from finishing any Works within the time so specified, the Owner may apply to the C.A.O. for consent to extend the time for finishing the Works without forfeiting any relevant security, and the C.A.O. shall not unreasonably withhold such consent.

### 3.6 Utilities

The Owner shall enter into an electrical distribution agreement with the appropriate authority to provide for underground services, to arrange with telephone and cablevision carriers for the installation of such underground services to the Subdivision, and for the provision of easements with respect to such installations at no expense to the Township and in accordance with the terms, conditions and specifications laid down by the said authority.

#### 3.6.1 Composite Utility Plan

The Owner shall be required to coordinate the preparation of an overall Composite Utility Plan showing the location and installation, timing and phasing of all required utilities through liaison with the appropriate electric, gas, telephone and cablevision authorities and shall include on-site drainage facilities and the location of Canada Post mail facilities and streetscaping. The Composite Utility Plan shall be to the satisfaction of all affected authorities and shall be prepared and approved prior to the installation of any of the service and lateral connections for any of the affected utilities.

#### 3.6.2 Relocation of Utilities

The Owner covenants and agrees to pay all costs associated therewith to the satisfaction of the appropriate utility authority, where the relocation or removal of any existing on-site and/or adjacent utility facility, including electrical, gas, water, sewer, telephone and cablevision is required as a direct result of this Subdivision.

### 3.7 Roads

The Owner shall construct the Roads in the Subdivision in accordance with Township Specifications and Standards, and the following shall apply.

(a) Prior to Acceptance of public streets, the Owner shall maintain all Streets within and adjoining the Subdivision in a condition of cleanliness, free of dust, mud and other construction debris, and provide Road maintenance within the Subdivision acceptable to the C.A.O. for all residents and for Township services such as firefighting. Should the Owner in any manner, in the opinion of the C.A.O., be in default, then in any such case, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if such notification be without effect 24 hours after such notice, then the C.A.O. shall thereupon

have full authority and power to carry out the necessary Works at the cost and expense of the Owner, the cost and expense of such Works to be calculated in accordance with Schedule D, Section (7).

- (b) Prior to Acceptance of public streets, the Township may provide snow plowing upon occupancy of dwellings on a Street that is in a condition satisfactory to the C.A.O.
- (c) The Owner, insofar as the construction traffic arising from the Works in the Subdivision is concerned, shall regulate and police temporary access routes, and shall not permit the use of any previously accepted residential streets adjacent to the Subdivision by construction vehicles.
- (d) The Owner shall, subject to the Approval of the C.A.O., block off all reserves across road allowances separating this Subdivision from adjoining built up areas.
- (e) The Owner shall provide adequate parking facilities adjacent to the access Road on which the construction personnel employed on the site shall be required to park their vehicles during working hours.
- (f) Where Works are performed on existing Township Roads outside the Plan of Subdivision, such Roads and services shall be reinstated to the satisfaction of the C.A.O.

### 3.7.1 Roads – Winter Preparation

3.7.1.1 On or before the 15<sup>th</sup> day of October each year, the Owner shall, at its expense, ensure that the Roads within the Subdivision, where snow plowing is to be provided by the Township, are in a condition satisfactory to the Township. This requirement includes the adjustment of all ironworks and the removal of all obstructions within the Road allowance to prevent damage to snow removal equipment or personnel.

3.7.1.2 The Township may plow the snow from all Roads in the Subdivision at the Owner's expense from the time of occupancy of any dwelling on the Plan of Subdivision until such time as the Roads have received Acceptance of the double high float surface (low cost bituminous). The Owner shall be responsible for all damages sustained by the Township's snow removal equipment and personnel, until Acceptance of the Roads, except such damage as may be caused by the negligent acts of the Township, its servants and agents.

### 3.8 Street Name Signs, Traffic Signs and Pavement Markings

The Township shall install at the cost of the Owner, all permanent street name signs, traffic signs and pavement markings which may be required within the Subdivision or related to it. The Owner shall install all temporary street name signs in advance of the permanent signs, at the Owner's cost, when directed by the C.A.O.

### 3.9 Noise Attenuation Measures

- (a) The Owner shall install all specific noise control measures, if applicable, as recommended in the approved Noise Study and any other measures recommended by the Township including, as applicable, the Township's Standard Noise Barriers and Noise Control Guidelines as may be amended. Prior to inspection of the rough grading of the lots or blocks, the Owner shall provide certification to the C.A.O. through a Professional Engineer, that the noise control measures, if any, have been implemented in accordance with the approved study.
- (b) The Owner shall agree that a clause be registered on title that building permits for dwellings incorporate, if applicable, the recommendations of the noise and vibration impact study.

### 3.10 Grading and Drainage

(a) The Owner agrees that a lot grading and drainage plan will be prepared which demonstrates that the proposed sewage system envelopes can be accommodated on each lot, subject to approval of the Municipal Septic Inspector and/or the appropriate approval authority.

(i) That the lot grading and drainage plan identify a house envelope, a well envelope and sewage system envelope to provide future lot owners some options for positioning development on their properties. The sewage system envelope must be sized to support a minimum 3500 litres per day design flow for a Class IV conventional tile bed and soil mantle.

(ii) Backwash from water softening systems, if installed, should not enter the sewage disposal system.

(iii) The front corners of all lots must be staked in order for future inspections to be completed for comments pertaining to final approval.

(b) The Owner shall construct in accordance with the approved Drainage and Grading Plan all Works which are necessary to provide proper drainage of all lands included in the Subdivision and adjacent lands which drain through the Subdivision, and including any Works necessary for drainage to an outlet outside the Subdivision.

(c) The Drainage and Grading Plan may be amended by the Consulting Engineer on behalf of the Owner, from time to time, upon receiving written approval from the C.A.O. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until surface treatment or pavement has been constructed and accepted by the Township. This shall include the installation and removal of culverts when required by the C.A.O.

(d) The Owner shall not interfere with any existing drain or water course, without written permission of the C.A.O.. The C.A.O. shall provide their approval through the Approval of the plans of the Works. Granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Township against any claims against the Township relating to such damage, provided that the Township will give to the Owner, at the expense of the Owner, an opportunity to defend any such claim.

### 3.11 Storm Water Management

(a) The Owner shall provide any required storm water management control measures to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both a minor and major rainfall event in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm water plans and reports as approved by the Township. The measures shall be in accordance with current provincial legislations and the Township Specifications and Standards.

(b) The Owner agrees to undertake and maintain erosion and sediment controls, for the phases of construction of the Subdivision, that are appropriate to the in situ conditions, during all stages of the site preparation and construction in accordance with the Guidelines for Erosion and Sediment Control for Urban Construction Sites (Government of Ontario 1987) and Township Specifications and Standards.

(c) The Owner agrees to provide to the Township written confirmation by way of certification from the Owner's Professional Engineer, that all required storm water works have been implemented in accordance with the recommendations of the Approved plans and reports.

### 3.12 Cash-in-lieu of Parkland

Where applicable, the Owner shall pay cash-in-lieu of parkland to the Township, pursuant to the provisions of Section 51.1 of the *Planning Act*, R.S.O. 1990 in the amount for each phase indicated in Schedule "C".

### 3.13 Building and Zoning Restrictions

#### 3.13.1 General Requirements – Building Permits

The Owner shall not demand of the Township to issue, nor shall anyone claiming title from it or under its authority, demand of the Township to issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until:

- (a) All Roads in the Subdivision have been connected to a public street.
- (b) Access for firefighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the C.A.O. and Fire Chief.
- (c) The access route has been surfaced with concrete, asphalt, or granular "A" base capable of permitting accessibility under all climatic conditions, and it has a clear width of 6.0 metres at all times and is continuously maintained so as to be immediately ready for use by Emergency and Protective Services Department vehicles or any other vehicles in the event of an emergency.
- (d) The Township has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure.
- (e) The C.A.O. is satisfied that any Works required to be completed prior to occupancy of a building have progressed to a point where they can reasonably be expected to be completed prior to occupancy of the proposed building.

#### 3.13.2 Occupancy Requirements

No building will be occupied on any lot in the Subdivision, nor will the Owner allow such building to be occupied until all requirements with respect to utility services have been met. Provided that notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted if in the sole opinion of the C.A.O. the aforesaid Works are proceeding satisfactorily toward completion. The consent of the C.A.O. for such conveyance and/or occupancy shall be obtained in writing by the Owner.

In addition where a building has been constructed on any lot or block in the Subdivision, the Owner or its agent shall not allow such building to be occupied until the municipal numbering is provided in a permanent location visible from the roadway and the installation of a street name sign on relevant streets have been completed to the satisfaction of the Township.

#### 3.13.3 Construction/Sales Offices

(a) The Owner shall notify all prospective builders that the Township requires all locations of construction and sales offices to be approved in advance of their installation so as to ensure the locations will not conflict with the traffic on the roadway and that adequate parking facilities are provided to the satisfaction of the C.A.O.

(b) If the Owner is permitted by the Township to construct a model show home, the Owner shall provide adequate off street parking to the satisfaction of the C.A.O.. The plans for such off street parking shall be delivered to and approved by the C.A.O. prior to the model home being used for showing to the public.

### **3.13.4 Driveway Locations**

- (a) No driveway may be located within 1 metre of any utility pedestal or transformer.
- (b) Construction and location of entrances and driveways must be approved by the Public Works Department and is subject to fees set out in the Fees and Charges By-law.

### **3.13.5 Maintenance of Vacant Lots and Blocks**

- (a) The Owner agrees to maintain all vacant lots and blocks on all constructed Roads in the Subdivision, for which building permits have not been issued, in a neat and orderly condition. This maintenance shall include, but not be limited to, the cutting of grass, the removal of noxious weeds and the drainage of grading of the lots and blocks to the satisfaction of the C.A.O..
- (b) The Owner covenants and agrees, it will, at all times, maintain at its own expense all areas of land not yet completed, to the satisfaction of the Township. Such maintenance shall include (but shall not be limited to) leveling and grading of such area to grades specified by the Township, and the regular cutting of grass and eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon, all to the satisfaction of the C.A.O..

### **3.13.6 Construction of Wells**

- (a) All wells drilled in the subdivision shall be constructed in accordance with Ministry of Environment regulations.
- (b) Well casings should be extended at least 20.4 metres below ground surface. The entire annular space between the steel casing and the overburden/bedrock should be filled with a suitable cement or bentonite grout.
- (c) In addition to the minimum recommended well casing lengths described in clause 3.13.5(b), all well casing should be completed a minimum of 4.3 metres into sound, competent bedrock.
- (d) A clause must be registered on title stating that conventional water softeners may be desired by homeowners to treat minor aesthetic objectives and operational guideline exceedances of the ODWS such as hardness, iron and manganese. The use of sodium chloride in conventional water softeners may increase the concentration of sodium in water from the water softener.
- (e) A clause must be registered on title to inform potential residents that the sodium concentration in the raw water supply may exceed the ODWS warning level for persons on sodium restricted diets.

### **3.13.7 Sewage Disposal Systems**

- (a) The proposed lots will be serviced by individual Class IV septic sewage disposal systems designed according to the Ontario Building Code. A site specific investigation should be conducted on each lot for the design of the septic system.
- (b) In view of the percolation time of the native silty clay, clayey silt, silty sand, sand and gravel and glacial till encountered over portions of the site, a sand mantle should be included in the leaching bed for most of the lots.
- (c) Based on the soil and groundwater conditions which were observed in the test pits, it is expected that most of the septic leaching beds at this site will be partially or fully raised.

(d) Any fill used in the construction of leaching beds must have a percolation time not less than 75 per cent of the percolation time of the unsaturated soil or leaching bed fill material.

(e) The Owner agrees to inform potential residents that, in instances, where the homeowner wishes to deviate from the Preliminary Lot Development Plan, a tertiary septic system may be considered on some of the smaller lots in order to meet required setback distances from property boundary lines and surface water sources.

#### **4. LEGAL REQUIREMENTS**

##### **4.1 Registration of Plans and Documents**

Prior to the conveyance of any lot or block on the Plan of Subdivision to which this Agreement applies, the Owner agrees to register the following documents at his expense:

- (a) this Subdivision Agreement;
- (b) the transfer of blocks and 0.3 metre reserves as set out in Schedule "E" hereof;
- (c) the Transfer of Easements for public utility purposes and for drainage purposes as set out in Schedule "E" hereof;
- (d) the registration of a Notice of Agreement with respect to any covenant agreement or agreements which may be required.

##### **4.2 Inhibiting Order**

The Owner further covenants and agrees to register with the Plan, if required, at the Owner's cost, a certificate issued by the Township listing the following documents and requesting the Land Registrar to issue an Inhibiting Order prohibiting any other land transactions pertaining to the said land until such time as those documents have been registered to the satisfaction of the Township:

- (a) this Subdivision Agreement;
- (b) transfer of easements;
- (c) transfer of lands to the Township;
- (d) transfer of reserves to the Township;
- (e) the registration of a Notice of Agreement with respect to a Covenant Agreement, at the option of the Township.

##### **4.3 Encumbrancers' Consent and Subordination/Postponement**

The Owner acknowledges and agrees that any and all encumbrances, including but not limited to any Charges, to the extent of their interest in the lands owned by the Owner and legally described in Schedule "A" attached hereto, shall consent to and agree to the provisions and conditions herein contained and for themselves and their heirs, executors, administrators, successors and assigns shall subordinate and postpone any and all right, title and interest in the lands owned by the Owner described in Schedule "A" attached hereto to the Township and to the rights granted in this Agreement. The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against the title to the Owner's lands described in Schedule "A" attached hereto, the said agreement to be in a form acceptable to the Township in its sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.



#### 4.4 Revisions to Agreement

If development has not been completed to the point of Approval within 24 months from the date hereof or such later date approved by the C.A.O., the Township may, at its option, revise this Agreement unilaterally with regard to securities provided and charges to be paid so that such securities and charges and services will conform to the policy of the Township in effect at that time and Owner hereby consents to the making of such revisions.

#### 4.5 Arbitration

If any dispute shall arise between the parties hereto during the progress of the Works, or after the completion thereof or after any breach of this Agreement, all such disputes may, from time to time and so often as they arise, be referred to a board of three arbitrators, one to be chosen by each party hereto and the third to be chosen by the two arbitrators so chosen. The said arbitrators shall have all the powers given to Arbitrators by the *Arbitration Act*, 1991, S.O. 1991, c. 17, of the Province of Ontario as amended and a majority decision of the arbitrators shall be final and binding upon the parties.

#### 4.6 Estoppel

The Owner for himself and his successors and assigns, covenants and agrees that he will not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative or other tribunal the right of the Township to enter into this Agreement and this provision may be pleaded by the Township in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

#### 4.7 Changes to Agreement in Writing

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Owner and the Township pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the Township as fully and to the same extent as if set out herein.

#### 4.8 Indemnity

The Owner, its assigns and successors in title, agree that they shall indemnify and save harmless the Township of and from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township may incur, be put to or have to pay, which may arise either directly or indirectly by reason of any activity of the Owner, its employees, servants, agents, contractors, subcontractors in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Owner to complete the installation of the Work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; by the exercise of the Owner's powers under this Agreement; or by reason of neglect of the Owner or its employees, servants, agents, contractors, subcontractors or others for whom the Owner is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Owner and its assigns and successors in title agree to indemnify and save harmless the Township for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Owner to do anything agreed to be done pursuant to the Agreement or by reason of any act or omission of the Owner, including failure of the Owner to comply with the *Construction Lien Act*, R.S.O. 1990, C. 30. This provision shall apply even after the subdivision has been assumed if the act or omission of the Owner took place prior to assumption.

4.9 Subsequent Parties and Gender

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

4.10 Notices

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the Township, shall be addressed to the office of the Township, 19 Parnell Street, P.O. Box 180, Calabogie, Ontario K0J 1H0, at such other address at which the Township offices are located in the future, and, if to the Owner or his agent, at the addresses provided in the application submitted for approval of the subject Subdivision or at such other address as the Owner may advise the Township in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

4.11 Schedules

The following schedules form part of this Agreement:

- Schedule "A" - Description of the Lands to which this Agreement Applies
- Schedule "B" - Estimated Cost of Works to be Constructed
- Schedule "C" - Securities and Cash Payable
- Schedule "D" - Financial Requirements
- Schedule "E" - Transfer of Lands for Public Purposes
- Schedule "F" - Special Conditions
- Schedule "G" - Required Wording of Letter of Credit
- Schedule "H" - Required Wording of Insurance Certificate
- Schedule "I" - Agreement Index

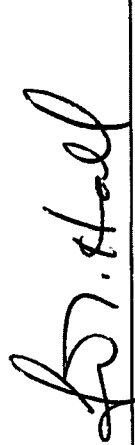
4.12 Paragraph Headings

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT Calabogie Ontario, this 30th day of August, 2016.

SIGNED, SEALED and DELIVERED )  
in the presence of )

  
\_\_\_\_\_

Name: Barrett Chute Inc.  
Per: Leo Hall, President  
I have authority to bind the corporation.

IN WITNESS WHEREOF the TOWNSHIP OF GREATER MADAWASKA has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT Calabogie, Ontario, this 30th day of August, 2016.

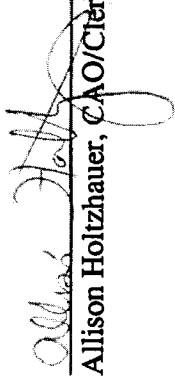
SIGNED, SEALED and DELIVERED

) TOWNSHIP OF GREATER MADAWASKA

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Glenda McKay, Mayor



Allison Holtzauer, CAO/Clerk Treasurer

**SCHEDULE "A"**

**DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES**

- Firstly: The whole of Lots 1 to 20 inclusive, as shown on Plan 49M-\_\_\_\_\_, registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49
- Secondly: The whole of Blocks 21 to 25 inclusive as shown on Plan 49M-\_\_\_\_\_, registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49
- Thirdly: The street Barrett Chute Road

**LIST OF STREET NAMES APPROVED BY THE  
C.A.O., CHIEF ADMINISTRATIVE OFFICIAL**

The street, namely: Barrett Chute Road

**SCHEDULE 'B'**

**ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

The Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Township, at its sole expense, including, but not limited to, the phasing of the Subdivision registration, the design and construction of Roads, services, utilities and drainage, in accordance with Township Specifications, Standards and By-laws, all to the satisfaction of the Township.

*Estimated Cost of Works spreadsheet follows on next two pages.*

ITEM NO.	SPC NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT	% OF WORKS COMPLETED TO DATE	AMOUNT TO DATE	% OF WORKS REVIEWING	AMOUNT REVIEWING	10% HOLDBACK	SPC1 RFTS REVIEWING
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1.01	SP	Clearing Road Allowances and Easements	m <sup>2</sup> (P)	18,650	\$1.87	\$29,000.00	100%	\$29,000.00	0%	\$0.00	\$0.00	\$0.00
1.02	SP	Grubbing Road Allowances and Easements	m <sup>2</sup> (P)	18,650	\$1.61	\$30,000.00	100%	\$30,000.00	0%	\$0.00	\$0.00	\$0.00
1.03	SP	Cut-Pe-Sac Removal / Restore Existing	LS	1	\$1,500.00	\$1,500.00	0%	\$0.00	100%	\$1,500.00	\$0.00	\$1,500.00
1.03.01	SP	Earth Excavation - Roadway	m <sup>2</sup> (P)	8,800	\$8.50	\$74,800.00	95%	\$71,060.00	5%	\$3,740.00	\$0.00	\$3,740.00
206	SP	Earth Grading - Prestage Easements	m <sup>2</sup> (P)	108	\$8.50	\$918.00	0%	\$0.00	100%	\$918.00	\$0.00	\$918.00
206.120	SP	Rock Excavation on Grading	m <sup>3</sup> (P)	1,662	\$100.00	\$166,200.00	100%	\$166,200.00	0%	\$0.00	\$0.00	\$0.00
1.05	SP	Rock Face	m <sup>3</sup> (P)	381	\$150.00	\$57,150.00	100%	\$57,150.00	0%	\$0.00	\$0.00	\$0.00
1.06	SP	Road Restoration (Sewerly 75mm depth)	m <sup>2</sup> (P)	11,639	\$0.90	\$10,475.10	0%	\$0.00	100%	\$10,475.10	\$10,475.10	\$10,475.10
1.07	SP	Granular Sealing	m <sup>2</sup> (P)	2,020	\$6.00	\$12,120.00	0%	\$0.00	100%	\$12,120.00	\$12,120.00	\$12,120.00
1.08	SP	Double High Float Surface Treatment (Class 2 Aggregate c/w H.F. 150 Fines/Slashed Asphalt)	m <sup>2</sup> (P)	10,370	\$6.00	\$61,980.00	0%	\$0.00	100%	\$61,980.00	\$61,980.00	\$61,980.00
1.09	SP	Granular 'A' (Roadway and Entrances) 150 mm depth	tonne	4,815	\$11.80	\$56,830.00	80%	\$45,264.00	20%	\$13,566.00	\$5,426.40	\$18,992.40
1.10	SP	Granular 'A' Shouldering (50 mm depth)	tonne	316	\$16.00	\$5,056.00	0%	\$0.00	100%	\$5,056.00	\$0.00	\$5,056.00
1.11	SP	Granular 'B' Roadway Type 1 (300 mm depth)	tonne	10,321	\$12.00	\$123,852.00	100%	\$123,852.00	0%	\$0.00	\$12,385.20	\$12,385.20
1.12	SP	Rock Excavation in Utility Trench (exc. associated apartments)	m <sup>3</sup> (P)	20	\$10.00	\$200.00	100%	\$200.00	0%	\$0.00	\$0.00	\$0.00
1.13	SP	Supply and Install 100 mm Ø Galvanized CSP Culverts	m (P)	182	\$109.90	\$19,938.00	0%	\$0.00	100%	\$19,938.00	\$19,938.00	\$19,938.00
1.11	SP	Supply and Install 500 mm Ø Galvanized CSP Culverts	m (P)	99	\$215.00	\$21,285.00	0%	\$0.00	100%	\$21,285.00	\$21,285.00	\$21,285.00
1.15	SP	Rock Flow Check Dam c/w Geotextile	ea (P)	27	\$400.00	\$10,800.00	0%	\$0.00	100%	\$10,800.00	\$10,800.00	\$10,800.00
1.16	SP	Material Exc. Center Line Culvert 300 mm Ø Rip Rap c/w Geotextile Locations	m <sup>2</sup> (P)	1,074	\$40.00	\$42,960.00	75%	\$32,220.00	25%	\$10,740.00	\$3,272.00	\$13,962.00
1.17	SP	Pavement Markings (solid yr flow center line c/w solid white edge lines)	m (P)	3,921	\$1.28	\$5,000.00	0%	\$0.00	100%	\$5,000.00	\$5,000.00	\$5,000.00
1.18	SP	Regulatory Signs	ea (P)	7	\$142.86	\$1,000.00	0%	\$0.00	100%	\$1,000.00	\$1,000.00	\$1,000.00
1.19	SP	Topsoil (Stock Pile)	m <sup>2</sup> (P)	10,118	\$2.00	\$20,236.00	0%	\$0.00	100%	\$20,236.00	\$20,236.00	\$20,236.00
1.20	SP	Erosion Control Blanket (ECB)	m <sup>2</sup> (P)	2,650	\$4.00	\$10,600.00	0%	\$0.00	100%	\$10,600.00	\$10,600.00	\$10,600.00
1.21	SP	Seeding and Mulching	m <sup>2</sup> (P)	10,118	\$0.51	\$5,059.00	0%	\$0.00	100%	\$5,059.00	\$5,059.00	\$5,059.00
<b>1.00 ROAD CONSTRUCTION SUB-TOTAL</b>						<b>\$743,791.10</b>		<b>\$657,396.00</b>		<b>\$716,833.10</b>		<b>\$237,016.00</b>

**ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

**SCHEDULE "B"**

**SCHEDULE 'B'**

**ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT	% OF WORKS COMPLETED TO DATE	AMOUNT TO DATE	% OF WORKS REMAINING	AMOUNT REMAINING	100% HOLDBACK	SECURITIES REMAINING
<b>2.00 MISCELLANEOUS ITEMS</b>												
2.01	(20) 403	Blind Monitoring (Contract Specialist)	LS	1	\$7,000.00	\$7,000.00	100%	\$7,000.00	0%	\$0.00	\$7,000.00	\$7,000.00
2.02	206.805	Blind Monitoring Protection	SP	1	\$7,000.00	\$7,000.00	75%	\$5,250.00	25%	\$1,750.00	\$5,250.00	\$2,275.00
<b>2.00 MISCELLANEOUS ITEMS SUB-TOTAL</b>						<b>\$14,000.00</b>		<b>\$12,250.00</b>		<b>\$1,750.00</b>		<b>\$2,975.00</b>
<b>3.00 HYDRO UTILITIES (UNDERGROUND ITEMS (ASSUMES COST AGREEMENT WITH HYDRO ONE SEFM WORKS IN PLACE))</b>												
3.01	SP	Hydro (Underground) (Combined (any Trench))	m(2)	1.374	\$14.56	\$20,000.00	0%	\$0.00	100%	\$20,000.00	\$20,000.00	\$20,000.00
<b>3.00 HYDRO UTILITIES AERIAL AND UNDERGROUND ITEMS SUB-TOTAL</b>						<b>\$20,000.00</b>		<b>\$0.00</b>		<b>\$20,000.00</b>		<b>\$20,000.00</b>
<b>ESTIMATE SUMMARY</b>												
ITEM DESCRIPTION	ESTIMATED TOTAL AMOUNT	AMOUNT TO DATE	AMOUNT REMAINING	SECURITIES REMAINING								
1.00 Road Construction and Removals	\$742,791.10	\$557,296.00	\$216,893.10	\$217,916.70								
2.00 Miscellaneous Items	\$14,000.00	\$12,250.00	\$1,750.00	\$2,975.00								
3.00 Hydro Utilities underground	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00								
<b>TOTAL</b>	<b>\$882,791.10</b>	<b>\$569,546.00</b>	<b>\$218,643.10</b>	<b>\$240,891.70</b>								

TOWNSHIP OF GREATER MADRAS  
 SELECTIONS CONTRACTOR ESTIMATE  
 BARRETT CONTRACT ADMINISTRATION PHASE 2 (1.3 KM)  
 27 Jun 2016  
 Jgd PROJECT NO. 2127487A

SCHEDULE "C"

SECURITIES AND CASH PAYABLE

PHASE 2

1.	Security Amount Required		
	110% of Total Estimated Cost of Works	=	\$260,891.70
2.	Cash Payable		
	2.1 Cash in Lieu of Parkland	=	\$6,600.00
	2.2 Legal Fees		Owner to be invoiced by Township
	2.3 Engineering Fees		Owner to be invoiced by Township
	<b>TOTAL CASH PAYABLE BY CERTIFIED CHEQUE:</b>	=	<u>\$267,491.70</u>



**SCHEDULE "D"**

**FINANCIAL REQUIREMENTS**

**1. Financial Requirements**

The Owner shall pay to the Township, by cash or certified cheque, the charges and fees where applicable as set out in this Agreement and other financial requirements, including legal fees and development charges, that may be required of the Township as established by by-law or resolution of the Council of the Township from time to time, which pertain to this Subdivision and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this Subdivision and the Owner shall pay same when required by the Township.

**2. Insurance Policy**

The Owner shall provide, before execution of this Agreement and keep in force during the construction of the Subdivision a comprehensive policy of public liability and property damage insurance acceptable to the Township with a financially sound and reputable insurance company which shall cover the ownership of the property described in this Agreement and include construction, installation, repair or maintenance of all Works and services. It shall include, but not be limited to:

**1. Commercial Liability Insurance**

Commercial general liability insurance applying to all operations of the Owner which shall include coverage for bodily injury or death, broad form property damage, products and complete operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability off interest clauses. 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 Subdivision. Such policy shall be written with limits of not less than TEN MILLION (\$10,000,000.00) DOLLARS exclusive of interest or costs, per occurrence and shall include the Township and its consulting engineers as additional insured;

**2. Automobile Liability Insurance**

Automobile liability insurance with an inclusive limit of liability of FIVE MILLION (\$5,000,000.00) DOLLARS on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles;

The Owner shall provide the Township with satisfactory evidence of insurance coverage from the Owner's contractors that mirrors the requirements set out in paragraph 2 above prior to commencing performance of any Works or services and shall continue to do so until 24 months following assumption of the Work. The Owner shall supply the Township with a Completed Certificate of Insurance in a form acceptable to the Township and in accordance with Schedule H attached hereto.

The Owner covenants and agrees that the Insurance provisions and requirements contained herein, shall apply to all existing and proposed development and in all previous phases of the Subdivision which shall take effect upon the renewal date of any existing insurance policies that apply to said previous phases.

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

3. Environmental Pollution Liability

In addition to the above, prior to commencing performance of any Works or services, the Owner shall provide the Township with satisfactory evidence of insurance coverage from the Owner's contractors in a form acceptable to the Township for the following:

Environmental pollution liability with the following: General Aggregate not less than \$5,000,000.00, Per Occurrence not less than \$5,000,000.00.

4. Financial Security

Before this Agreement is executed by the Township, the Owner shall deposit with the Township a sufficient sum in cash or irrevocable letter of credit or other financial security acceptable to the Township Treasurer and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B" with the exception that if the construction of services and the development of the lands described in Schedule "A" are to be by phases, the Owner shall deposit with the Township the financial security required for such phases and before commencing the construction of service in subsequent phases the Owner shall deposit with the Township the financial security for the particular phase in which the Owner wishes to commence the construction of services. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Township, such letters of credit being in the form attached hereto as Schedule "G", the following provisions shall also apply:

(a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Township in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

(b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Township, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.

(c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the Township, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Township, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited under the provisions of this clause.

5. Interest and Payment Accounts

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Owner to the Township on all sums of money payable to the Township herein which are not paid on the due dates calculated from such due dates.

6. Approval/Acceptance – Financial Security

(a) Upon Approval of any of the Works or part thereof by the Township, the Township may permit a reduction of the financial security relating to the construction of the Works. The Approval of such stage in the construction of the Works shall be dated as of the date of the Owner's application for Approval thereof.

(b) Upon Approval by the Township of any further part of the Works or all of the Works by the Township, the Township may permit a further reduction in the financial security relating to the Works. The Approval of such Works or part thereof shall be dated as of the date of the Owner's application for Approval thereof. The Township reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Works and that at no such time would the Township hold less security than the cost of completing the Works. In addition, the Township shall retain sufficient security relating to such other Works to cover the Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Works and to satisfy the requirements of Clause (8) of this Schedule related to construction liens. Responsibility for restoration shall continue until Acceptance by the Township.

(c) The Owner covenants and agrees to restore to the satisfaction of the C.A.O., Chief Administrative Official, any faulty workmanship or materials used in construction of the Works outlined in Schedule "B" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Works or buildings. Such responsibility for restoration shall continue for a period of one year after Acceptance of the Works by the Township.

(d) Upon Acceptance of the said Works by the Township and upon the Township being satisfied there are no construction liens affecting any of the Works, the Owner shall be entitled to have released to it all financial security then held by the Township under this Agreement. It is understood that the Owner shall not be entitled to receive Acceptance of any Road until the services under such Road have received Acceptance.

#### **7. Inspection for Release of Financial Security**

It is hereby understood that it is the Owner's responsibility to make applications to the C.A.O., Chief Administrative Official for the inspection of any completed Works for which the Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

#### **8. Default – Financial Security**

After having first notified the Owner, the Township may at any time authorize the use of the whole or part of the amount of the financial security referred to in Schedule "D" hereof to pay the cost of any Works that the C.A.O., Chief Administrative Official deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Township deems necessary, shall be held by the Township until Acceptance of the Works, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Schedule "D" hereof, the C.A.O., Chief Administrative Official may recommend the reduction of such financial security from time to time as Works are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

#### **9. Construction Liens**

(a) The Owner agrees that it will hold back from its payments to any contractors who may construct any of the Works (including Roads) such sum or sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended from time to time and will otherwise indemnify and save harmless the Township against any claims, suits, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs in connection with the same, and on the demand of the Township, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Works or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Works.

(b) Notwithstanding anything herein contained, the Owner agrees that the Township shall not be required to release the financial security relating to the Works being constructed pursuant to this Agreement until the Township is satisfied that there are no claims for construction liens relating to the Works and that the time for claiming a construction lien has expired. The Owner acknowledged that the Township shall continue to hold at least 10% of the financial security until such period of time has expired.

(c) In the event that a claim for lien is registered under the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for lien in respect of a public street or highway included in the Works is given to the Clerk of the Township, the Owner shall be deemed to be in default of this Agreement and the Township, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Township shall use the financial security to complete the Works specified in Schedule "B" hereon on behalf of the Owner. The Township may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended.

**10. Township's Lien**

The Township shall have a lien against the lands and premises upon which this Agreement is registered for any amount the Township expends in carrying out any of the obligations of the Owner under this Agreement or for any other debts due by the Owner to the Township for Works done by the Township under this Agreement, over and above the amount of the said security deposited with the Township to secure such obligations.

**11. Pre-Servicing Requirements**

Upon draft Plan approval, Township services within the Plan of Subdivision may be installed provided appropriate financial security, insurance and a letter of indemnity are posted with the Township, to the satisfaction of the Township solicitor.

**SCHEDULE "E"**

**TRANSFER OF LANDS FOR PUBLIC PURPOSES**

The Owner, at its expense, shall transfer to the Township the following lands. All such deeds shall be in a form satisfactory to the Township Solicitor.

Barrett Chute Phase 2 Easements				
Plan 49R-				
Part	In Favour of:	Hydro One	Bell Canada	Township of Greater Madawaska
1		x	x	
2		x	x	
3		x	x	
4		x	x	
5		x	x	
6		x	x	
7		x	x	
8		x	x	x
9				x
10				x
11		x	x	x
12		x	x	
13		x	x	
14		x	x	
15		x	x	
16		x	x	
17		x	x	
18		x	x	
19		x	x	
20		x	x	
21		x	x	
22		x	x	
23		x	x	
24		x	x	
25		x	x	
26		x	x	
27		x	x	
28		x	x	
29		x	x	
30		x	x	

**NOTE:** The Owner agrees to pay all costs associated with the preparation of legal plans for the lifting of reserves by the Township.

**SCHEDULE "F"**

**SPECIAL CONDITIONS**

**A. PHASING OF DEVELOPMENT**

The Owner agrees to submit a written construction schedule for the Works required in each phase of the development to the C.A.O. for approval at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule will not be construed as being (a) a request to start construction; (b) acceptance of the schedule by the Township, or (c) permission to start construction. Failure to comply with the foregoing may result in delays due to the Township being unable to assign inspectors. In addition, approval of the construction schedule by the Township will not be construed as relieving the Owner from its obligations specified elsewhere in this Agreement. All Works will be completed to final acceptance within thirty-six (36) months from the date of registration of the Plan of Subdivision.

**B. ENGINEERING REPORTS/PLANS/DRAWINGS**

The following Engineering reports/plans/drawings apply to this Subdivision and, except where otherwise directed in writing by the C.A.O. the development of this Subdivision, the construction of all Works, and the use by the Owner of the lands within the Subdivision will be in accordance with these engineering reports/plans/drawings:

**Plans:**

1. See table below:

<u>Sheet No.</u>	<u>Drawing Description</u>	<u>Current Revision Date</u>
-	Cover Sheet	rev. 3 29/07/2016
P-1	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
P-2	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
P-3	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
P-4	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
P-5	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
P-6	Street 3 Proposed Plan & Profile	rev. 3 29/07/2016
D-1	Street 3 Sections and Details	rev. 3 29/07/2016
D-2	Street 3 Sections and Details	rev. 3 29/07/2016
D-3	Street 3 Sections and Details	rev. 3 29/07/2016
D-4	Street 3 Sections and Details	rev. 3 29/07/2016
D-5	Street 3 Sections and Details	rev. 3 29/07/2016

**Lot Grading and Drainage Plans:**

<u>Sheet No.</u>	<u>Drawing Description</u>	<u>Current Revision Date</u>
LG-1	Lot Grading and Drainage Plan	rev. 3 29/07/2016
LG-2	Lot Grading and Drainage Plan	rev. 3 29/07/2016
LG-3	Lot Grading and Drainage Plan	rev. 3 29/07/2016

**Composite Utility Drawings:**

<u>Sheet No.</u>	<u>Drawing Description</u>	<u>Current Revision Date</u>
UT-1	Composite Utility Drawing	rev. 3 29/07/2016
UT-2	Composite Utility Drawing	rev. 3 29/07/2016
UT-3	Legend and Details	rev. 3 29/07/2016

**Reports/Studies:**

1. Noise and Vibration Feasibility Study prepared by HGC Engineering and dated January 15, 2014.
2. Hydrogeological Assessment and Terrain Evaluation prepared by Houle Chevrier Engineering and dated January 2012.
3. Environmental Impact Study prepared by Niblett Environmental Associates Inc. and dated January 2010.
4. Stormwater Management Report Phase 2 prepared by Jp2g Consultants Inc. and dated July 2016.

**Additional Drawings**

**C. COVENANTS TO BE INCLUDED IN CONTRACTS OF SALE AND TRANSFERS**

1. The Owner shall comply with the following terms and include in each Agreement of Purchase and Sale for the sale or transfer of any lot or lots or part of lots or block or blocks or part of blocks in the Subdivision the following notices and covenants:
  - (a) That potential purchasers be advised by the Owners that water treatment equipment may be required to reduce concentrations of a number of aesthetic parameters in the water supply and there is potential for some colour in the water that may not be completely treatable.
  - (b) That ground water source heat pump systems should not be utilized unless a study prepared by a qualified hydrogeologist indicates that there use will not interfere with local water supplies.
  - (c) That all septic systems within the Subdivision be constructed in accordance with 1997 Ontario Building Code (OBC) and Code and Guide for Sewage Systems.
  - (d) That occasional forest management operations may take place on the Crown lands adjacent to the subdivision.
  - (e) That a Waterfront Licence is required from Ontario Power Generation Inc. in order to gain access across their lands to the river.
  - (f) That the Owner shall include a provision that a warning clause be included in all offers of purchase and sale, and be registered on title, advising the owners that noise and vibration may be transmitted from the hydroelectric operations at the Barrett Chute Generation Station and that the Township of Greater Madawaska and Ontario Power Generation Inc. accept no responsibility for any such effects on any building and/or occupants.
  - (g) That the Owner and successors in title agree that the development setback from the shoreline shall not be less than 30 metres for all lots and blocks.
  - (h) The Owner agrees to provide each purchaser with a copy of the final lot grade and drainage plan and an information package, prepared by a qualified environmental consultant, provided information on the significance and function of the 30 metre buffer, as well as recommendations that can be implemented on a lot by lot basis to ensure that the buffer functions as intended over the long term both from a water quality and ecological perspective.

D. CONDITIONS OF PLAN APPROVAL (Please see attached from the County)



SCHEDULE "G"

REQUIRED WORDING OF LETTER OF CREDIT  
(to be prepared on Bank letterhead)

TO: TOWNSHIP OF GREATER MADAWASKA  
19 Parnell Street, P.O. Box 180  
Calabogie, Ontario K0J 1H0

We, the undersigned, \_\_\_\_\_ (hereinafter called "the bank") hereby establish an irrevocable Letter of Credit in favour of the TOWNSHIP OF GREATER MADAWASKA (hereinafter called "the Township") in the amount of \_\_\_\_\_ (\$ .00) Dollars which may be drawn by you to the extent required for the proper fulfillment by \_\_\_\_\_ of its obligation pursuant to a Subdivision Agreement between the TOWNSHIP OF GREATER MADAWASKA and \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, with respect to Project: \_\_\_\_\_ and Infrastructure Services & Community Sustainability File No. \_\_\_\_\_ (hereinafter called "the Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the Township. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Township.

Any written demand for payment pursuant to this Letter of Credit by the Township will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Township will, at its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the Township pursuant to the obligations incurred or to be incurred by \_\_\_\_\_ pursuant to the Agreement. Any breach by \_\_\_\_\_ of the Agreement shall entitle the Township to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of the lien pursuant to the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the Township to call upon this Letter of Credit to discharge the obligations imposed on the Township by virtue of the said *Construction Lien Act*, R.S.O. 1990, Chapter C.30.

This Letter of Credit will continue up to the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and will expire at \_\_\_\_\_ a.m/p.m. on that date.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at \_\_\_\_\_ this, \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

SCHEDULE "H"

REQUIRED WORDING OF INSURANCE CERTIFICATE

This is to certify that the insured set forth, is insured with the Insurance Company, which insurance is described below:

**Insurance Company:**  
**Name of Insured:**  
**Address of Insured:**  
**Class of Insurance:** Comprehensive/Commercial General Liability  
**Policy Number:**  
**Effective Date:**  
**Expiry Date:**  
**Coverage Limit:** \$10,000,000.00  
**Deductible:**  
**Broker Name:**  
**Project:**

Commercial General Liability – Including Personal Injury’ Contractual Liability; Non-Owner Automobile Liability; Owner’s and Contractor’s Protective Coverage; Products – Completed Operations; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- TOWNSHIP OF GREATER MADAWASKA
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has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the TOWNSHIP OF GREATER MADAWASKA shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

**Corporation of the TOWNSHIP OF GREATER MADAWASKA**  
**19 Parnell Street, P.O. Box 180**  
**Calabogie, Ontario K0J 1H0**

Telephone: 613-752-2222

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid TOWNSHIP OF GREATER MADAWASKA, the day and date herein written below:

Date: \_\_\_\_\_

Name of Insurance Company (not broker): \_\_\_\_\_

Name of Insurance Broker: \_\_\_\_\_

Authorized Representative or Official By: \_\_\_\_\_

**SCHEDULE "T"**

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