

**Best Practices Recommendation  
Report**

**Planning and Development Services  
Review Process**



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**Prepared for:**  
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## 1.0 Executive Summary

The Municipality of Trent Hills (Municipality) has retained D.M. Wills Associates Limited (Wills, Project Team) to assess the Planning and Development Services Department's (Department) current development approvals process including staff roles and responsibilities, service delivery, documented processes, implementation and monitoring of development agreements, and the use of technology (Study).

Key components of the Study included extensive policy research, jurisdictional scans of similar and surrounding municipalities and consultation with internal departments, external agencies and community stakeholders, which included information gathering through surveys and a virtual open house.

The insights gained from the Study have informed a series of recommendations for achieving greater efficiency in the Municipality with respect to current review and approval processes. While the focus of the Study was for the Department, it was evident throughout the Study that internal staff from other municipal departments, as well as external agencies, play a key role in the review and approval process. Therefore, certain of the conclusions presented in this Recommendations Report (Report) include options for amending procedures regarding consultation that may involve multiple municipal departments. The options also include the use of technology where it would streamline coordination throughout the development review process.

This Report summarizes the key findings from the background research, community consultation process, and highlights the identified recommendations to streamline the planning and development services review and approval processes.

## 2.0 Background

The Municipality is a largely rural and agricultural region located in the northeast of Northumberland County, offering a unique landscape enriched by the Trent-Severn Waterway. The Municipality initiated the Study in response to a rise in development pressures, particularly within the urban growth centres of Hastings, Campbellford and the rural settlement area of Warkworth. With increased development activity, the Municipality recognizes the importance of ensuring streamlined and efficient processes for all stakeholders including applicants, staff, agencies, public and Council.

In order to identify and recommend opportunities to streamline the planning and development services review process, the Project Team completed a detailed review of all available background information including but not limited to; internal work assignments, presentation to Council, public consultation, the writing of reports and associated recommendations, the current approval process, implementation and monitoring of Development Agreements and the use of technology.

Wills also engaged external agencies, including Conservation Authorities and the County of Northumberland, together with internal staff to garner feedback and insights on current review and application processes; as well as the current use of technology.

Consultation with internal departments and agency staff was completed through meetings, online surveys and questionnaires. The Project Team held a virtual open house to initiate discussions with stakeholders and members of the public to gather additional feedback. The insight gained informed the recommended options for best practices in the approvals process and technological improvements to modernize the planning and development services review process.

Following the completion of the background review and formal consultations, key components were identified as areas for improvement; and assessed in order to make appropriate assumptions for creating a more efficient and effective review process. To establish those components of focus, the Project Team analyzed best practices employed by other municipalities through a jurisdictional scan of other member municipalities within the County of Northumberland, including; Alnwick/Haldimand, Brighton, Cobourg, Cramahe, Hamilton and Port Hope. The City of Kawartha Lakes and the City of Peterborough were also included in the jurisdictional scan.

The Project Team completed a collaborative analysis of the background review, stakeholder consultation and jurisdictional scan. The results of the collaborative analysis were presented in the Strengths-Weaknesses-Opportunities-Threats (SWOT) table which follows below.

As highlighted in through the analysis, increased activity within the Municipality has resulted in previously efficient and functional means of service delivery becoming increasingly difficult to implement, monitor and control. Creating more formalized processes and strategically integrating technology can make for more effective and efficient service delivery. Recommended changes or alternative practices have been provided for the Municipality to consider for implementation in the following aspects of the planning and development review process;

- Organizational Structure, Staff Roles and Responsibilities
- General Enquiries and Pre-consultation
- Application Review Process and Public Consultation
- Application Tracking and Monitoring
- Development Agreements
- Technology

The recommendations for the Municipality's consideration are detailed in Section 3.0 of this Report.

<b>Strengths-Weaknesses-Opportunities-Threats (SWOT)</b>	
<b>Strengths</b>	<b>Weaknesses</b>
<ul style="list-style-type: none"> <li>- Skilled, knowledgeable staff</li> <li>- Strong coordination of planning applications</li> <li>- Available Interactive Mapping Technology through CGIS</li> <li>- Opportunity to use ESRI ArcGIS License through the County of Northumberland</li> <li>- Available e-form and online payment application opportunities</li> <li>- Current planning process successful for formal demand for services</li> </ul>	<ul style="list-style-type: none"> <li>- No formal pre-consultation process</li> <li>- Consultation with internal departments and external agencies not formalized</li> <li>- Two meeting process may create lengthy processing time for some types of applications</li> <li>- Variation of agreements and templates for different development types required.</li> <li>- No process guides or flowcharts</li> <li>- Limited staff complement for increasing development pressures</li> <li>- No formalized process for assigning work based on staff position</li> <li>- Opportunities to implement e-forms and online applications not being pursued</li> <li>- Uncertainty with respect to roles and responsibilities following registration of agreements.</li> </ul>
<b>Opportunities</b>	<b>Threats</b>
<ul style="list-style-type: none"> <li>- Increased demand for Planning and Development Services</li> <li>- Formalizing planning processes</li> <li>- Establishment of appropriate and consistent templates</li> <li>- More effective coordination and collaboration with external agencies and internal departments</li> <li>- Use technology to automate tasks</li> <li>- Enhanced time efficiencies to assist with workload pressures</li> <li>- Provide enhanced service delivery</li> <li>- Internal checklists for application tracking and monitoring</li> <li>- Update job descriptions</li> <li>- Council support and approval of a newly created Management position in the Planning Dept</li> </ul>	<ul style="list-style-type: none"> <li>- Introduction of new information and processes will require staff time and resources</li> <li>- Unable to focus on local or provincial planning matters with may require policy review/updates</li> <li>- Staff Retirement</li> <li>- Lost opportunities for economically beneficial development</li> <li>- Liability if agreements do not capture appropriate clauses</li> <li>- Cost of technology investment</li> </ul>

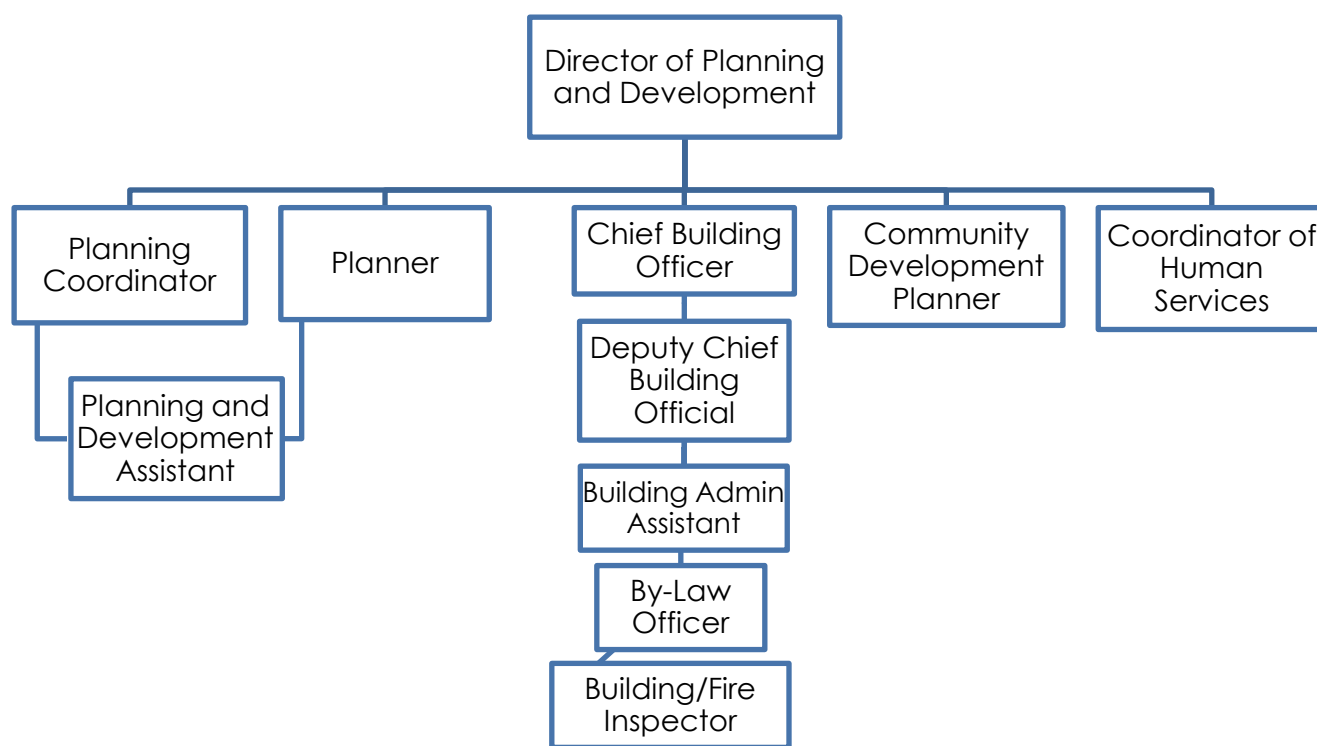
## 3.0 Alternative Options & Best Practices

### 3.1.1 Organizational Structure, Staff Roles and Responsibilities

The Planning and Development Services Department organizational structure in place at the time this Report was prepared is illustrated in Figure 1 – Organizational Structure, below. Presently the department includes both planning and building staff positions. The staff positions available specifically for planning services include:

- Department Head: Director of Planning and Development (Director)
- Management:
  - Planning Coordinator
  - Planner
- Junior Staff: Planning and Development Assistant (Assistant)

Although not fully reflected in the organizational chart below, the Assistant position is intended to provide support to all planning staff positions.



**Figure 1 – Organizational Structure**

The following table provides a summary of the current roles and responsibilities:

Roles	Responsibilities
Director of Planning and Development (Director)	<ul style="list-style-type: none"><li>- Department administration</li><li>- Economic development</li><li>- Long range planning policy</li></ul>
Planning Coordinator	<ul style="list-style-type: none"><li>- Processing planning applications</li><li>- Administrative functions</li><li>- Notice circulation and preparation of meeting minutes.</li></ul>
Planner	<ul style="list-style-type: none"><li>- Processing planning applications</li><li>- Planning support for Planning Coordinator and Director</li></ul>
Planning and Development Assistant	<ul style="list-style-type: none"><li>- Review planning applications</li><li>- Provide administrative assistance</li><li>- Review and respond to general enquires</li></ul>

On the basis of the background review, while certain tasks or responsibilities may generally be undertaken by one (1) specific staff person, there has not been a consistent approach to assigning work. This trend can be attributed to outdated and/or misaligned job descriptions, increasing workload pressures, and staffing vacancies.

Overlapping roles or responsibilities is an important element in a municipal department, to ensure all tasks can be completed by more than one individual in the case of prolonged absence (e.g. vacation) or staffing transitions. However, setting and maintaining responsibilities for each staff position can better focus staff efforts for a more efficient use of time. In the absence of more staff, as development activity increases so do demands on time, which can be difficult to alleviate even with keen coordination. As planning needs and development expand, re-evaluating the role each individual contributes to the team can be an effective step towards a more streamlined service delivery.

The following table provides recommendations to improve the effectiveness of the Municipality's organizational structure with the intent of more clearly defining responsibilities to reflect changing demands in planning services. It is assumed that filling the current staff vacancies is an existing priority of the Municipality, and it has therefore not been included as a recommendation. However, it is noted that vacancies do provide an opportunity to actively evaluate roles and beneficial skill sets, prior to a position being filled.



Recommendation	Comments	Benefits/Expected Impact	Drawbacks
Short-Term Implementation			
Update Staff Job Descriptions in order to ensure consistent use of language to communicate responsibilities and allow an opportunity to re-evaluate roles.	<p>Consistent language makes it easier to identify which staff person holds certain responsibilities. It is recommended that these are updated in consultation with current planning staff to identify the objectives and required responsibilities.</p> <p>In addition to creating ease of reference, updating responsibilities by staff position at the same time can provide a cohesive approach to identifying how responsibilities may have evolved since the job descriptions were initially prepared.</p>	<p>Eases integration for new staff, but also assists current staff as department needs increase or evolve.</p> <p>Department has an opportunity to re-evaluate various work tasks and ensure that overlapping responsibilities serve to aid in efficiency rather than creating redundancy.</p> <p>Capitalize on staff strengths, weaknesses, and present new challenges for career growth.</p>	<p>None specifically identified, however it is recognized that job descriptions do not always capture actual or all required work tasks. See next Recommendation.</p>
Established Work Assignments; consistently assigned and coordinated through a central staff person.	<p>Aided through revised Job Descriptions, staff should establish a consistent system for assigning work tasks based primarily on assigned roles. The various forms of assignments (e.g. general enquiries or consent applications) should be assigned consistently to the same individual. A single staff person, regardless of the individual who may have initially received the enquiry/application, should coordinate work assignments.</p>	<p>Ensures that all enquiries/applications are identified and then assigned; lessens the chances that any items are missed.</p> <p>Increases efficiency with time, as individuals are better able to schedule/manage similar or like tasks.</p>	<p>Workload may be unbalanced depending on the demand for the various types of assignments. However, multiple individuals may be assigned the same type of work (e.g. consent applications), but should be based on job description and need.</p>
Establish Weekly Communication with planning staff.	<p>Establishing a weekly meeting with planning staff can help identify priorities for the week; pending deadlines; concerns regarding workload; and to discuss applications or enquiries received which may require discussion with staff in order to assess any concerns and gain feedback.</p>	<p>Consistent time reserved to review planning matters more efficiently uses time when focused to a single meeting.</p> <p>Staff remain aware of priorities for the week, upcoming deadlines and have a chance to review common issues.</p>	<p>Certain issues or items may be time sensitive and cannot wait until the next scheduled meeting.</p>
Update Qualifications for Planning Assistant to include Geographic Information Systems (GIS) skills and knowledge.	<p>Planning services have evolved over time to require a significant amount of technology, particularly involving GIS software.</p>	<p>Enhanced information access for the public provides better service, and also can reduce time consuming enquiries.</p> <p>Ease of information access for Municipal Staff and external agencies.</p>	<p>A greater focus on planning services may reduce availability to assistant building/by-law staff.</p> <p>Requires a qualified candidate.</p>
Long-Term Implementation			
Establish a new Staff Position – Planning Technician.	<p>Should the Municipality continue to face increasing growth pressures, the need for technological and GIS services will similarly increase.</p>	<p>Municipality is able to keep up to the demand of integrating technology and maintaining up-to-date information and records.</p>	<p>Additional staffing requirements, which may affect department budgets.</p> <p>Requires a qualified candidate.</p>

### 3.1.2 General Enquiries and Pre-consultation

Property enquiries are currently received by phone, email or walk-ins, and can be received by any individual staff person. While this practice worked well in the past, as workloads and demand for time become increasingly overwhelmed, the approach creates potential difficulties in managing time.

Further, at present there is no formal internal process for identifying when a general property enquiry should proceed through a more detailed pre-consultation process. This has led to an inefficient use of staff time and resources in providing planning advice.

Additionally, the Municipality has not made pre-consultation mandatory by By-law, as permitted by the *Planning Act*, or implemented a formalized process for pre-consultation requests or meetings. It was expressed by Planning Staff and through background research, that the lack of formalization creates challenges to managing general property enquiries and pre-consultation requests.

It was also expressed by external agencies and internal staff that the lack of a formal process lessens the beneficial impacts of consultation with other key roles in the planning process in the early stages of a project. This creates inefficiencies in the review and approval process as comments and feedback are not always provided at the most appropriate/beneficial stage of the process.

The following table provides recommendations with regard to establishing a process for general property enquiries and formalizing the pre-consultation process.

A template form for general enquiries is provided in Appendix A, which can be immediately implemented and subsequently adapted as an online submission form.

A template pre-consultation package, inclusive of a sample By-law, application form, and meeting checklist, has been included in Appendix B. Similarly, these documents can be adapted for online submissions, following Council approval of the requisite By-law.



Recommendations	Comments	Benefits/Expected Impact	Drawbacks
Establish a General Property Enquiry form.	Implemented through the website for online submission directly to a centralized email. See example in Appendix A. More information provided in Section 3.1.6.1 of this Report.	Provide accurate and meaningful responses, which reduce back and forth communications due to lacking information.  Establishes a central submission point for monitoring and delegation.	Certain members of the public may have difficulty accessing the form online. Flexibility can be provided and adapted for those individuals.
Identify Criteria for assessing Enquiry status vs. Pre-Consultation status.	This would be an internal reference resource for Staff.  Recommended that enquiries about zoning, permitted uses, development standards or accessing information constitute enquiries. Any enquiries that may result in Planning Act applications or involve external agencies should constitute Pre-consultation.  Further recommended that the Staff person who would be delegated the file should a formal application be submitted, manages the pre-consultation process.	Better use of staff time, while providing enhanced service delivery.  Ensures that other departments or external agencies are included earlier in the process, when appropriate.  Reduces repetition or doubling work when Staff person is involved at the onset.	None identified.
Establish alternative process for those enquiries that do not fit foregoing criteria.	Enquiries that would not result in an application, but may require more intensive investigation specific to a property (e.g. outstanding permits), should be assigned through an alternative process, such as a zoning compliance which entails a small fee to have a letter issued.	An alternative method for providing an appropriate level of service where greater staff time would otherwise be required.	Staff time and resources to enforce.
Pass a Mandatory Pre-Consultation By-law.	Passing a By-law serves to formalize the process within the Municipality. A template By-law has been provided in Appendix B.	Easier for staff to enforce.	None identified.
Consider a tiered fee approach to pre-consultation meeting application fees.	Increase to \$300 to cover the planning departments cost of time and resources.  Development projects that may involve greater consultation and cost can be controlled through a pre-development agreement.  As Minor Variances are not subject to mandatory pre-consultation in accordance with the Planning Act, to encourage pre-consultation a fee (e.g. \$200) may be implemented, but which then applies towards the fee for a formal minor variance application.	Ensures greater cost recovery for complex projects.  Encourages pre-consultation prior to formal submission, which can reduce processing times once a formal submission is made.	Additional coordination where an agreement may be required.  May require coordinating with Accounting to ensure no complications arise from the fee forming a deposit towards a formal minor variance application.
Establish an online submission form for pre-consultation meetings and implement on-line payment.	Implemented through the website for online submission directly to a centralized email. See example in Appendix B. More information in Section 3.6.1.2 of this Report.	Centralized location where pre-consultation requests are received is for easier monitoring and delegation.  Increases efficiency and removes need for planning staff to coordinate or handle payment.	Certain members of the public may have difficulty accessing the form online. Flexibility can be provided and adapted for those individuals.
Create a Pre-consultation Circulation List, for agencies and staff; and establish a communication process that grants a standard amount of review time.	Prepare a standard circulation list identifying agencies and internal staff that should be circulated. Agencies should be given expectations with respect to required meetings and timing to receive comments. This can be examined on a case-by-case basis, as not all applications will require all individuals to participate.	Enhanced communication and coordination with agencies enhances working relationships with all key roles in the process.  Coordinated policy interpretation and submission requirements.	Timelines between staff and agencies may not always align. This can be mitigated by hosting an initial meeting with the most relevant agencies and establishing a process together.
Implement Pre-consultation Record.	This would provide detailed notes to the proponent to assist them in preparing the documents necessary for formal submission. Records can also provide process guidelines and anticipated timelines for completing studies and gaining approvals.	Provides detailed record for staff given that some projects may take substantial time to reach formal application; and in the case of staffing changes.  Sets expectations and provides reference for proponents.	Time and staff resources to complete.  Not all pre-consultations may require a detailed record; a more simple Record form can be implemented in those cases.

### **3.1.3 Application Review Process & Public Consultation**

The current internal review and approval process was reviewed to assess opportunities to create greater effectiveness and efficiency. The internal processes were assessed for the following types of *Planning Act* applications;

- Minor Variance;
- Consent;
- Official Plan Amendment;
- Zoning By-law Amendment;
- Draft Plan of Subdivision/Condominium; and
- Site Plans.

The table which follows summarizes the aspects of the internal processes that would benefit from improvements and recommends changes or alternative processes, which are intended to assist with streamlining the planning and development review process.

The Project Team recognizes development agreements, together with application tracking and monitoring, as forming part of the approvals process. However given the respective importance and complexity of each, these have been assessed separately in Section 3.1.4 and 3.1.5.



Current Practice	Recommendations	Benefits/Expected Impact	Drawbacks
No formal notice of complete application is currently issued in order to establish timelines as per the Planning Act, R.S.O. 1990, c. P.13.	Implement template; see Appendix C.	Establish and set timelines for approval/appeals as prescribed by the Planning Act, R.S.O. 1990, c. P.13 which will streamline approvals in within appropriate timelines and allows for easier tracking.	None identified.
Flowcharts/guides for informing the planning application process are not available.	Implement flowchart/guides to assist with informing the application process, see Appendix D.  Adapt guidelines to include information that is relevant prior to submitting an application, such as average time requirements to complete technical studies.	Information on the planning process is easily accessible to applicants, allowing for improved understanding of the planning process.	Reduces flexibility in planning processes or on a case-by-case basis.
Consultation with Internal staff and external agencies through the application process is more informal. Agencies are not always aware of formal status of an application, which impacts the level of their review and comment to the Municipality.	Establish formal circulation process once an application is deemed complete, which includes circulation to internal staff and external agencies. This would be supplementary to pre-consultation; however similar to the pre-consultation process standard timelines for receiving comments should be set. Complex applications can be reviewed at Development Review Meetings prior to formal Pre-consultation.	Provides a cohesive approach to providing comments to an applicant.  Assists staff and agencies to administer process more efficiently and avoid conflicts later in the development process.	May require additional coordination.  Timelines between staff and agencies may not always align. This can be mitigated by hosting an initial meeting with the most relevant agencies and establishing a process together.
Ownership information is currently not required as a submission required for planning applications.	Make ownership information a submission requirement for planning applications.	Confirmation of accurate ownership information.	None identified.
Planning application forms do not require commissioning.	Require planning applications to be commissioned.	Confirmation of accurate and truthful information, and being in accordance with the Planning Act.	None identified.
Two meetings are required in order for applications to be approved.	For straightforward or otherwise non-contentious applications, recommendations for a decision of Council may be presented at the Public Meeting.  Planning matters requiring additional meetings should be brought back at a later date; see following Recommendation.	Less pressure on planning staff time and resources.  Reduced timelines to approval of application.  Reduce potential for repetition where	Shorter timeline for staff to process applications.
Planning matters may be heard at 1 of 3 meetings per month which can result in conflicting deadlines.	Reduce meetings that planning matters are presented to Council. Items which require additional meetings should be brought back to a planning meeting in the following month; rather than the following week or same month.	Fewer conflicting deadlines for Staff.  Opportunity for both staff and proponents to review/consider and respond to comments.	Longer period of time to making a decision on Planning Act applications; however this is considered an appropriate consequence to ensure good planning for certain applications.
No draft reference plan is required for the approval of consent applications.	Consider requiring a draft reference plan as a submission requirement for consent applications.	More accurate information and clearance of conditions would be completed more efficiently.	Added upfront cost for applicant, particularly when application may not be approved.
Official Plan and Zoning By-law Amendments are not written in manner which reflects formatting of parent OP and ZBL.	Revise standard template for Official Plan and Zoning By-law Amendments.	Consistent formatting and communication of provisions results in fewer interpretation errors.	None identified.

### **3.1.4 Application Tracking and Monitoring**

#### **3.1.4.1 Internal Tracking Sheet for Applications**

The Municipality currently tracks applications in several ways and locations. The status of the application is individually tracked by file, and notice dates and appeal periods are provided in calendars. A separate tracking sheet is currently utilized to track any zoning exceptions.

It is recommended that the Municipality introduce a cohesive tracking form in excel for all *Planning Act* applications in the interim. This tracking sheet will provide key dates for notice mail outs, public meetings, appeal period dates and zoning information inclusive of exception number tracking. The information included on this tracking sheet can be expanded to include information for collaborating with departments, such as engineering, and should be saved on the shared server in a location available to all municipal staff involved on the development process for information.

The use of Microsoft Excel (Excel) to track project and application statuses will provide an opportunity to better integrate information with other programs. Excel's compatibility with other programs allows data to be extracted and imported into commonly used programs including the ability to populate Outlook calendars. Properly formatted tabular data in Excel can be linked to GIS data further enhancing the Municipality's GIS system capabilities. Overtime then, the tracking system can be integrated with existing and other software to automate much of the process. This will further serve to create a more centralized system for accessing information by various individuals, including staff, agencies and members of the public.

Planning Staff are also responsible for the updating of the Municipal Enterprise Resources Planning System (ERP) with planning information. Although the implementation of a new cohesive tracking sheet does not immediately eliminate the need to input the project updates into multiple programs such as the Municipal ERP system and the GIS program, it will provide a more compatible and integrative format of data tracking. It is suggested that municipal staff connect with the GP/Diamond Solutions software and CGIS representative to discuss opportunities and data spreadsheet formatting requirements in order to connect and otherwise relate the tracking sheets to the programs, further providing an opportunity to automate updates.

In order to address the above an example "Application Tracking Form" template is provided in Appendix F of this report.

#### **3.1.4.2 Subdivision Tracking Sheet**

The Municipality has expressed the interest and the requirement of a more cohesive tracking process for subdivision projects.

It is recommended that the Municipality introduce a Subdivision Tracking form for each subdivision proposal. The tracking form will provide critical information about the project status and progress with regard to Draft Plan Approval conditions. The tracking system

will identify staff/individuals responsible for the various conditions to be met, together with setting milestone check-in points to ensure conditions are progressing and being completed. A "Subdivision Tracking Form" template is provided in Appendix F of this report.

### **3.1.5 Development Agreements**

As discussed in the Background Report, development agreements serve as an important legal instrument to ensure that development proceeds in accordance with planning and engineering approvals as granted and to the satisfaction of the approval authorities.

An executed agreement is binding on the developer; and any corresponding financial securities are intended to ensure that the development project is completed as planned/approved.

To reiterate, there are a variety of agreement forms available to the Municipality under the authority of either the *Municipal Act*, the *Planning Act* or the *Development Changes Act*, depending on the nature of the development being proposed:

- Preliminary Development
- Subdivision
- Pre-Servicing (Subdivision)
- Front-Ending/Cost-Sharing
- Site Plan
  - Major
  - Minor

Templates of the aforementioned agreements are provided in Appendix G of this report.

In order to encourage maximum efficiency in the process, the ultimate format of the agreement should reflect a consistency with the sequence of approvals, through the construction phase(s), to assumption and any requests for a reduction in financial securities being held by the Municipality.

As noted in the Background Report, several general observations were made which are summarized as recommendations in the chart below. It is also noted that those standard documents as listed can be utilized in conjunction with the principal agreement.

<p style="text-align: center;"><b>Formatting</b></p> <ul style="list-style-type: none"> <li>• Number article headings to create a table of contents.</li> <li>• Order articles chronologically (to the extent possible).</li> <li>• Include a definitions section and use consistent language throughout the document.</li> <li>• Group warning clauses together in a single section.</li> <li>• Bullet requirements for submission so they form a 'check-list' for Municipality and developer. E.g. A general statement regarding request for Commencement of Construction and then a bulleted list of what the Developer needs to provide.</li> <li>• List all documents, drawings and reports upon which the approval has been granted – include, Report Title, Company and date. Include drawings in the agreement (not just reference to them).</li> </ul>	<p style="text-align: center;"><b>Standard Documents</b></p> <ul style="list-style-type: none"> <li>• Construction Management Plan</li> <li>• Authorization for Commencement of Construction</li> <li>• Statutory Declaration</li> <li>• Certificate of Interim Acceptance (after base asphalt – to permit the application for building permits).</li> <li>• Security Reduction Certification form</li> <li>• Certificate of Acceptance (this will establish the date of the commencement of the maintenance period). Set out the timing and security requirements for Maintenance.</li> <li>• Certificate of Assumption</li> <li>• Foundation Control Certificate (prepared by OLS to ensure the setbacks and top of foundation wall prior to permitting framing – CKL uses this).</li> <li>• Lot Grading Certificate for each lot</li> <li>• Service Cards</li> </ul>
<p style="text-align: center;"><b>Clearance &amp; Construction</b></p> <ul style="list-style-type: none"> <li>• Timing for the placement of surface course asphalt.</li> <li>• Consider a Letter of Undertaking from the Developer's Engineer to ensure that the work is sufficiently supervised during construction and that all expectations are clearly stated. Set out inspection and testing requirements / expectations of the Developer's Engineer.</li> <li>• Include an article stating any other approval authority clearances that are required prior to Acceptance and / or Assumption.</li> </ul>	<p style="text-align: center;"><b>Finances</b></p> <ul style="list-style-type: none"> <li>• Ensure reconciliation of fees as set out in Development Agreements</li> <li>• Include an article setting out the requirements and value of security reductions.</li> <li>• Include an article setting out requirements for winter maintenance and waste collection. Add an article to address parkland contribution or cash-in-lieu.</li> <li>• Financial securities held by the Municipality should only be accepted from a recognized Charter Bank of Canada, in the form of an irrevocable Letter of Credit.</li> <li>• It should also be on such terms that the Bank shall pay to the Municipality same, as may be requested from time to time to the maximum limit of the credit.</li> </ul>

The following additional comments provide an overview of several specific clauses identified in existing agreements, and for which it is recommended that the Municipality consider updating for more effective agreements, in terms of both clarity and enforceability.

### **Scheduling by the Municipality**

Consideration may be given to revising the title of this article. External servicing upgrades can also specifically be set out; not referred to generally. Any special requirements for working in existing rights-of-way (i.e. road occupancy permit, security, level of inspection) should be set out specifically as well.

### **Debris and Fill – Public Lands / Removal of Contaminated Material**

Consideration should be given to update this clause to reflect the new requirements with respect to the On-Site and Excess Soil Management in accordance with O. Reg. 406/19. The Municipality should consider adding a requirement for a Construction Management Plan (CMP) to provide a framework for information sharing with respect to the regulations.

### **Abutting Streets**

Some of the requirements for the maintenance of adjacent highways can be detailed in a CMP. Commentary may be added with respect to timeframe and cost allocation for non-compliance resulting in efforts by the Municipality.

### **Topsoil**

The requirements for topsoil management can be detailed in the CMP. Additional requirements of note:

- Silt fencing requirements.
- Maximum stockpile height and slope.

### **Final Assumption and Acceptance**

All requirements should be set out for the Certificate of Completion; it is suggested that an interim certificate is implemented once all works have been constructed to base asphalt and all services have been installed suitably for the approval of building permits. It is suggested to add a requirement for the developer to provide:

- A Statutory Declaration that all financial obligations have been met.
- Testing and inspection results
- As-built drawings (at the commencement of Maintenance)

## **Building Permits**

Consideration should be given to modify this clause to include works in addition to the stormwater management works. It is appropriate that all municipal servicing (including water for domestic and fire protection, and sanitary sewer), hydro servicing and access for emergency vehicles be completed prior to providing approval for building construction.

## **Soil Tests**

Testing requirements can be set out in the CMP and / or the Specifications and Requirements Schedule.

## **Engineering Fees**

Consideration should be given to clearly setting out actual fees payable and security requirements. Consider fees as a percentage of estimated construction costs and also a detailed construction cost estimate schedule.

## **Legal Fees and Planning Fees**

This article could be amended to reference any external consultant costs associated with the execution, or implementation of the agreement.

## **Schedule B – Public Services to be Installed**

It is suggested that all approved Engineering Drawings be included in a single schedule as they are typically intended to be read as a package. A separate Schedule for Specifications and Requirements should be considered. Wills can provide additional input with respect to suggested content for the specifications.

### **3.1.6 Technology**

Leveraging technology provides an opportunity to improve on the planning application process. The Project Team assessed the current use of technology focusing on the technological capabilities that inform and support the existing planning and development review process in the Municipality of Trent Hills.

Our recommendations are proposed in such a manner that the Municipality is able to build upon existing technological tools currently in place in order to provide immediate relief of process inefficiencies and limitations while working towards obtaining desired technological advancements in a timed approach to better manage the application and review process as a whole.

### **3.1.6.1 Enquiries, Application Forms and Software**

#### **3.1.6.1.1 Enquiries**

As mentioned above, at present all enquiries are received by telephone, email and walk in, and rarely include sufficient information for the planning staff to effectively research and review the property history.

It is recommended that an online enquiry form be developed and deployed through the Municipality's E-Solutions Form Builder. The form will provide an opportunity to prompt for essential and property specific information required to carry out an initial property review and response. As noted in section 3.1.2 the use of an enquiry form will also provide the Municipality an opportunity to triage enquiries to determine the complexity and identify if there is a need to initiate a pre-consultation. An example enquiry form is included in this document to inform the recommended information requested on the proposed online enquiry form put forward in this recommendation report and is provided in Appendix A of this report.

#### **3.1.6.1.2 Pre-Consultation Application Submission**

Also noted in section 3.1.2, the Municipality does not have a formal pre-consultation process or form.

A newly developed pre-consultation form template has been provided as part of this Report. Once approved by Council and a pre-consultation by law is in effect, it is recommended that the newly developed pre-consultation form also be deployed as an online form submission using the E-solutions form builder. It is recommended that at this time a corresponding online payment process is also applied in order to expedite and otherwise streamline the pre-consultation application process.

It is anticipated that the enquiry and pre-consultation form submissions will be forwarded by e-mail to the Planning Coordinator, who would then review and subsequently delegate work to Staff according to work load, complexity, specialties, and any other criteria the Municipality considers in order to determine work delegations.

#### **3.1.6.2 Software**

It is recommended that the Municipality work towards providing all applications as e-forms in the future, however it is suggested that prior to building these applications the Municipality seek alternative software. At present the Municipality has the ability to provide online form and payments however this procedure through the website program provides limited management capabilities. The Municipality is encouraged to explore a cloud based electronic review software application such as Cloud Permit, City View or E-plan. These programs are built on machine learning techniques with automated management systems built specifically to provide collaborative review processes through cloud based technology, allowing internal and external agency review and commenting to be conducted simultaneously.

The online software provides the following options for streamlining the application submission and review process among many other regulatory services carried out on a regular basis by Municipalities, including:

- Online Application Submission;
- Collaborative Review with external agencies;
- Interactive GIS Mapping compatibility/applications;
- Online payment;
- Account based system for applicants and external agency comments;
- Data saved in real time; and
- Applicant status updates.

The software provides opportunities to better manage permitting and application processes interdepartmentally throughout Municipalities. The program is a low cost alternative program that hosts land management systems and provides software management for collaborating departments, freeing up staff for other duties. Project management is included in these programs and they are able to be configured to meet the needs of the Municipality at initial implementation, and further manipulated as the Municipalities needs shift over time.

The following table provides current software being used in other municipalities within the province, that offer tools to improve the application submission and review process through an “end-to-end” permitting approach.

Software	Municipalities Using Software	Website
Cloudpermit	Town of Gravenhurst, Town of Huntsville, Township of North Kawartha	<a href="https://cloudpermit.com/">https://cloudpermit.com/</a>
City View	Township of Minden Hills, Bradford West Gwillimbury, Chatham Kent	<a href="https://www.municipalsoftware.com/en/">https://www.municipalsoftware.com/en/</a>
E-Plan/ E-Plan Review	Clarington, Mississauga	<a href="https://eplansoft.com/">https://eplansoft.com/</a>

### 3.1.6.3 Internal GIS

At present the Municipality is using an interactive map provided by CGIS. The map provides some policy information however it is missing up to date zoning information, therefore requiring Staff to pull this data from other sources. In order to expedite the initial property background review process, the ability to locate a property and

applicable policy designations within interactive mapping will make the review process more efficient.

It is recommended that the Municipality engage with their current CGIS Mapping provider in order to update and otherwise include zoning information on the interactive mapping application. It is preferable to have this data in shape file format and georeferenced appropriately in order to be compatible with ESRI ArcGIS.

As noted in section 3.1.1 Organizational Structure, Staff Roles and Responsibilities, it is suggested that the Municipality enlist in Staff that have the capability to provide in house GIS services. The ability to provide mapping and illustration services will further improve the planning process and ensure that planning information is accurate and up to date without having to enlist or retain a third party consultant. The ability to update zoning and official plan schedules to provide the most up to date property information in one mapping location will reduce planning review time significantly and further improve internal review efficiencies.

#### **3.1.6.4 External GIS**

Echoing the internal GIS advancements, the public facing interactive mapping application would also benefit from having zoning and natural heritage feature information included and publicly available through the GIS platform.

Expanding on the current mapping system in place the zoning information is a key component for the ability to reduce time inefficiencies due to high volumes of property zoning enquiries.

It is recommended that the Municipality continue to use the CGIS platform readily available and enlist their representative to update and otherwise add zoning and natural heritage feature information to the public facing interactive mapping.

#### **3.1.6.5 Technology Recommendations Roadmap**

The technology assessment and the resulting recommendations are set to reduce repetitive enquiries, improve efficiencies and build upon technological tools already in place.

The following technological recommendation implementation summary table provides suggested technological advancements to existing technological software and availability with corresponding proposed implementation timelines.



Current Practice	Recommendations	Implementation
<b>Electronic Forms and Applications and Processes</b>		
No streamlined enquiry process or online form.	Prepare and implement an online enquiry form and direct all enquiries to be submitted through the online process.	Immediately
There is no pre-consultation form or option to submit through the Municipality's website.	Migrate form to online form through Municipal Website once Pre-Consultation By-law is approved and in effect.	Short-Term
<b>Internal Application Tracking</b>		
Multiple entries locations (individual file, calendar, GP/Diamond Software etc).	Prepare one cohesive tracking sheet in excel that provides key dates and information accessible to all Staff included in the review process	Immediately
<b>Internal Subdivision Tracking</b>		
Tracking is primarily provided on file by file basis.	Prepare a tracking file for each subdivision file (example template provided).	Immediately
<b>Internal GIS Capabilities</b>		
Inability to provide area information for rezoned areas.	Consult with CGIS to request and editable feature layer to be added to the CGIS that allows for zoning information to be input on map.	Short-Term
Outdated or missing policy information	Coordinate with CGIS representative to have the Municipal zoning layer added to the interactive map	Immediately
Staff not available to take advantage of the proposed license and ability to use ESRI GIS software provide by the County as part of the Northumberland County GIS Cooperative	Create a position and hire Staff member with GIS capabilities	Long-Term
Natural Heritage features (non-evaluated wetland, not delineated on the map	Coordinate with CGIS representative to have the publicly available MNRF layer added to the interactive map	Immediately
<b>Public Facing GIS</b>		
Missing policy information for property zoning resulting in increasing enquiries	Provide public facing zoning information	Immediately
Missing policy information for property zoning resulting in increasing enquiries	Provide public facing natural heritage feature information.	Immediately
<b>E-Permitting and Review Software</b>		
No online software for processing or tracking applications.	Municipality to investigate and consider the implementation of a cloud based permit and review processing software.	Long-Term

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## **4.0 Conclusion**

Requirements for providing planning and development services in the public sector has noticeably evolved in recent years, and in particular, changing development activity has created increased pressure to many Municipal departments.

In order to streamline and enhance good public service delivery, the Municipality of Trent Hills recognizes the importance of seeking out new approaches to the planning and development review process.

This report has summarized the recommendations based on background research, jurisdictional scans and stakeholder input to provide alternative options for improving service delivery, streamlining the internal process, providing strong implementation and monitoring tools, and increasing communication between departments and external agencies. These options are intended to present the Municipality with both short-term and long-term options as the planning and development services department grows and evolves with the changing times.

## Appendix A

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General Property Enquiry Form





# Municipality of Trent Hills

## Planning Enquiry Form

DATE OF ENQUIRY: \_\_\_\_\_

### CONTACT INFORMATION

NAME: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

### PROPERTY INFORMATION

ADDRESS: \_\_\_\_\_

ROLL NUMBER: \_\_\_\_\_

LOT: \_\_\_\_\_ CONCESSION: \_\_\_\_\_

### DETAILS OF ENQUIRY/PROPOSAL:

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### PLEASE NOTE:

Property enquiries are assessed in the order which they are received; and are also subject to Staff availability and other priority assignments and Staff workloads.

Our review will also be greatly assisted if **ALL** available detail accompanies your request.

In order to provide Staff with a reasonable opportunity and time required to conduct the necessary research in order to provide accurate information; a response may not be available for up to 7 business days.

## AppendixB

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Pre-Consultation Package



**The Corporation of the Municipality of Trent Hills**

**By-Law No. XX-xxxx**

**Being a By-law to Require Mandatory Pre-Consultation for Planning Act Applications**

**WHEREAS**, the Council of the Municipality of Trent Hills has deemed it necessary to deem by By-law Pre-consultation to be mandatory for certain applications as authorized under the Planning Act, R.S.O., 1990 c.P. 13, as amended;

**AND WHEREAS**, the By-law is intended to streamline processes and determine submission requirements prior to a formal application being filed thereby reducing the number of incomplete applications;

**AND WHEREAS**, Sections 22(3.1)(b), 34(10.0.1)(b), 41(3.1)(b) and 51(16.1)(b) of the Planning Act, R.S.O., 1990 c.P. 13, as amended provides that Council may by By-law establish a requirement for pre-consultation on all applications for Official Plan Amendment, Zoning By-law Amendment, Site Plan Agreements, Plans of Subdivision and Plans of Condominium;

**NOW THEREFORE**, the Council of the Corporation of the Municipality of Trent Hills enacts as follows:

1. That this By-law shall be named the “Mandatory Pre-consultation” By-law.
2. **Definitions:**
  - 2.1. “Municipality” shall mean the Corporation of the Municipality of Trent Hills.
  - 2.2. “Pre-Consultation” shall mean the process for fulfilling the requirement set out in the Planning Act, R.S.O. 1990, c.P. 13, as amended, for applications for Official Plan Amendment, Zoning By-law Amendment, Site Plan Approval, Plan of Subdivision and Plan of Condominium.
  - 2.3. “Planning Services” shall mean those services which fall under the Planning and Development Services for the Corporation of the Municipality of Trent Hills.
  - 2.4. “Planning Director” shall mean the Planning Director, or designate, for the Corporation of the Municipality of Trent Hills.
3. **Pre-Consultation Requirement:**
  - 3.1. That any person or public body intending to file an application for Official Plan Amendment, Zoning By-law Amendment, Site Plan Approval, Plan of Subdivision or Plan of Condominium, is hereby required to pre-consult with Planning Services prior to submitting an application.
  - 3.2. That any person or public intending to file an application for minor variance under Section 45 of the Planning Act, shall be encouraged to pre-consult with Planning Services prior to submitting an application.
  - 3.3. That the Municipality shall not be required to accept any application for which an applicant has not pre-consulted with Planning Services as required under paragraph 3.1 above.
  - 3.4. That despite the provisions of paragraph 3.1 and 3.3 above, the Planning Supervisor shall hereby be delegated the authority to waive the requirement for pre-consultation with Planning Services where the Planning Supervisor has determined that there is no need for a pre-consultation prior to the application being filed.
  - 3.5. That a pre-consultation may be subject to a fee as set out in the Municipality’s Fees and Charges By-law, as amended from time to time.
4. That upon and after passing, this by-law shall apply to all lands lying within the geographic boundary of the Municipality, being in Northumberland County.
5. That Schedule “A”, attached hereto, shall form part of this By-law and shall form part of the pre-consultation process.
6. That this By-law shall come into force and take effect on the day of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this \_\_ day of \_\_\_\_\_, 2021.

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Mayor

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Clerk



Come for a visit. Stay for a lifestyle.

## What is Pre-Consultation?

The purpose of a pre-consultation meeting is to provide the applicant with an opportunity to present the proposed application to Municipal Staff, to discuss potential issues, and determine the required materials to be submitted with the application in order that it can be considered “complete” by Staff.

## When is Pre-Consultation Required?

By-law XX-xxxx requires an applicant to pre-consult with Municipal Planning Services on the following applications:

- Official Plan Amendment
- Zoning By-law Amendment
- Site Plan Approval
- Plan of Subdivision/Condominium

Pre-consultation is not mandatory for minor variance applications, however applicants are encouraged to submit a pre-consultation request to ensure a more streamlined process once a formal application is filed with the Municipal.

## Pre-Consultation Process

The applicant will submit the completed form to the Building, Bylaw and Planning Department. Planning Services Staff will coordinate a pre-consultation meeting. In limited cases, a phone call or e-mail communication may be deemed sufficient.

The objective of the pre-consultation meeting is to:

- Identify any potential issues and any matters that could affect the approval process.
- To identify development and design considerations.
- To identify required reports/studies and drawings to

be submitted with a complete application.

- To identify potential application fees and approximate timelines associated with the application process.
- The pre-consultation meeting is attended by the applicant/agent, Municipal Planning Services Staff and/or the Municipality's Planning Consultant and is intended to be an open dialogue between staff and the applicant/agent. Staff may ask questions and will provide verbal and written comments regarding the proposal.

## Submission Requirements

- ☐ Completed Pre-consultation Request Form
- ☐ Concept plan (drawn to scale) – which includes (if applicable):
  - Dimensions of property (frontage/area).
  - Location of all existing and proposed building and structures (including well and septic).
  - Size and height of all buildings/structures.
  - Setbacks from existing and proposed buildings/structures to adjacent lot lines, wells, septic systems, shoreline and other buildings/structures on the property.
  - Identify any man-made or natural features, and easements on the property (i.e. wetlands/hydro poles).
  - Location of proposed and existing parking/loading spaces.
- ☐ Survey (if available)
- ☐ Required fee as outlined in Municipality's Fees and Charges By-law.



Come for a visit. Stay for a lifestyle.

For Use by Principal Authority	
Property Address:	Date Received:
Roll Number:	Pre-consultation Date:
Designation:	Zone:

Owner Information:		
Name of Owner(s):		
Address (Building/Fire Number, Street Name):		
City, Province, Postal Code:		
Phone:	Cell:	Fax:
Email:		
Agent Information:		
Name of Agent:		
Address (Building/Fire Number, Street Name):		
City, Province, Postal Code:		
Phone:	Cell:	Fax:
Email:		
Agent Authorization (to be completed by Owner(s)):		
<p>If the applicant is not the owner of the land(s) that is subject to the application, confirmation by the owner(s) that the agent is authorized to request a pre-consultation meeting on his/her behalf must be completed below:</p>		
<p>I/we _____ the registered owner(s) of (print: name of owners(s))</p>		
_____ hereby authorize		
_____ to act as an agent for this Pre-consultation Request.		
Date	Signature of Owner(s)	



Come for a visit. Stay for a lifestyle.

Property Information:				
Legal Description of the Subject Land:				
Lot:	Concession:	Geographic Twp:	Registered Plan No.:	Lot/Block:
Street Address:			Reference Plan:	Part Number:
Lot Area:			Lot Frontage on Public Road (if applicable):	Shoreline Frontage (if applicable):
Current Land Uses:				
Please describe the current uses on the property.				
Development Proposal:				
Please describe the proposed development on the property. If a separate letter is required, please attach it to this form.				
Additional Information:				
Please provide any additional information that may be of assistance in reviewing the proposal. If a separate letter is required, please attach it to this form.				

**Please be sure to attach concept plan to your form, as outlined on the covering page of this application.**

**Please note: It is recognized that this is a proposal and certain elements may be subject to change. Comments provided as they relate to your proposal will be based on the information provided at pre-consultation. Requirements for submitting an application are subject to change if there are significant revisions to the proposed development. Pre-consultation does not imply or suggest any decision on behalf of Municipal Staff or the Corporation of the Municipality of Trent Hills to support or refuse the application.**



**Municipality of Trent Hills**  
**File: D38-2021-047**

**Final Preconsultation Comments Circulation**  
**Date:**

**Final preconsultation comments are typically current for twelve (12) months from the date of the preconsultation circulation. Preconsultation does not imply or suggest any decision whatsoever on behalf of Municipal staff or the Corporation of the Municipality of Trent Hills to support or refuse the application. Comments are considered confidential until such time as a Planning Act application is filed with the Municipality.**

Preconsultation Circulation Date:	
File Number:	
City Departments and Agencies who may have an interest:	
Applicant and Consultants Present for Meeting:	
Owner:	
Applicant:	
Project Description:	
Site Address / Location:	
Roll Number:	
Property Identification No.:	

Lot Area:	
Method of Servicing:	
Housing Affordability:	
Entrance/Road Access & Other Road Frontages:	
<del>Widening, Easement, Etc.:</del>	
<del>Municipal Drain:</del>	
<del>Heritage Designation:</del>	
<del>Source Water Protection:</del>	
Conservation Authority Regulatory Jurisdiction:	
Agencies Who May Have Interest/Jurisdiction & Reason:	
Applicable Provincial Policy and Plan(s):	
Provincial Policy and Plan Comments:	
Growth Management Strategy (GMS):	

Official Plan Designation:	
Official Plan Comments:	
Zoning:	
Zoning Comments:	
Planning Act Applications required for the proposal to proceed:	

**Comments:**



DATE: [Click or tap here to enter text.](#)

## Planning Application Submission Checklist

### Additional Materials and Studies Required for the Submission of Planning Act Application(s)

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> SPC (Agreement)           | <input type="checkbox"/> SPC (Amendment)       | <input type="checkbox"/> SPC (Residential)               | <input type="checkbox"/> SPCA (ORM)                 |
| <input type="checkbox"/> ZBA (Rezoning)            | <input type="checkbox"/> ZBA (Temporary)       | <input type="checkbox"/> ZBA (Removal of Holding Symbol) | <input type="checkbox"/> ZBA (Conditional)          |
| <input type="checkbox"/> SUB (Proposed Draft Plan) | <input type="checkbox"/> SUB (Revision to DPA) | <input type="checkbox"/> SUB (Extension of DPA)          | <input type="checkbox"/> Part Lot Control Exemption |
| <input type="checkbox"/> CDM (Proposed Draft Plan) | <input type="checkbox"/> CDM (Revision to DPA) | <input type="checkbox"/> CDM (Extension of DPA)          | <input type="checkbox"/> CDM (Exemption from DPA)   |
| <input type="checkbox"/> OPA                       | <input type="checkbox"/> Consent               | <input type="checkbox"/> Minor Variance                  | <input type="checkbox"/> Other:                     |

Plans/Reports/Studies	Required (x)	No. of hard copies	Comments	
<b>APPLICATION &amp; FEES</b>				
App. Declaration, Authorization & Commissioning	<input type="checkbox"/>			
Application Fee(s)	<input type="checkbox"/>			
Peer Review Security Deposit (210-XX-YY-###-#)	<input type="checkbox"/>			
Fire Route Application & Fee	<input type="checkbox"/>			
<b>GENERAL</b>				
Property Survey	<input type="checkbox"/>			
Location Map	<input type="checkbox"/>			
Land Titles Documents (Deeds w/ registered easements)	<input type="checkbox"/>			
<b>ARCHITECTURAL</b>				
Preliminary Building Design OBC Matrix	<input type="checkbox"/>			
Site Plan	<input type="checkbox"/>			
Floor Plan(s)	<input type="checkbox"/>			
Elevation Drawings	<input type="checkbox"/>			
Building Sections	<input type="checkbox"/>			
Landscape Plan & Details	<input type="checkbox"/>			
Landscape Cost Estimates	<input type="checkbox"/>			
<b>ENGINEERING</b>				
Engineering Cost Estimates	<input type="checkbox"/>			
Site Servicing Plan	<input type="checkbox"/>			
Grading Plan	<input type="checkbox"/>			

Plans/Reports/Studies	Required (✓)	No. of hard copies	Comments	Staff Checkoff at Submission
Erosion and Sediment Control Plan	<input type="checkbox"/>			
Lighting/Illumination/Photometric Plan	<input type="checkbox"/>			
Lighting Cost Estimates	<input type="checkbox"/>			
Geotechnical Report	<input type="checkbox"/>			
Stormwater Management Report	<input type="checkbox"/>			
Slope Stability Study	<input type="checkbox"/>			
Functional Servicing Report	<input type="checkbox"/>			
Hydraulic Analysis for Floodplain Delineation	<input type="checkbox"/>			
Hydrogeological Assessment	<input type="checkbox"/>			
Operation Maintenance Report	<input type="checkbox"/>			
Construction Management Plan	<input type="checkbox"/>			
Noise Impact Study	<input type="checkbox"/>			
Vibration Study	<input type="checkbox"/>			
Air Quality Impact Study	<input type="checkbox"/>			
Wind Study	<input type="checkbox"/>			
Soil Quality Study	<input type="checkbox"/>			
Railway Corridor Safety Study	<input type="checkbox"/>			
Traffic Impact Analysis	<input type="checkbox"/>			
Transportation Mobility Plan	<input type="checkbox"/>			
<b>PUBLIC WORKS</b>				
Waste Management Plan	<input type="checkbox"/>			
Site Servicing Plan	<input type="checkbox"/>			
MOECC Form 1	<input type="checkbox"/>			
Tree Preservation, Protection and Removal Plan	<input type="checkbox"/>			
Tree Canopy Loss/Enhancement Within the Town	<input type="checkbox"/>			
<b>PLANNING</b>				
Draft of OPA / ZBA	<input type="checkbox"/>			
Planning Justification Report	<input type="checkbox"/>			
Sustainable Development Report	<input type="checkbox"/>			
Land Use Compatibility Study	<input type="checkbox"/>			
Urban Design Brief	<input type="checkbox"/>			
Retail Impact Study	<input type="checkbox"/>			

Plans/Reports/Studies	Required (✓)	No. of hard copies	Comments	Staff Checkoff at Submission
Parking Standard Analysis/Justification	<input type="checkbox"/>			
Matrix of Responses to the comments provided in earlier submission	<input type="checkbox"/>			
<b>ENVIRONMENTAL</b>				
Environmental Site Assessment - Phase	<input type="checkbox"/>			
<a href="#">Record of Site Condition</a>	<input type="checkbox"/>			
Tree Analysis/Inventory	<input type="checkbox"/>			
Natural Heritage Evaluation (Required on lands within 90 m within an ENV zone)	<input type="checkbox"/>			
Hydrological Evaluation (Required on lands within 90 m within a FH zone)	<input type="checkbox"/>			
Oak Ridges Moraine Conformity Statement / Report	<input type="checkbox"/>			
<a href="#">Minimum Distance of Separation (OMAFRA)</a>	<input type="checkbox"/>			
<a href="#">Nutrient Management Plan (OMAFRA)</a>	<input type="checkbox"/>			
Watershed & Sub-watershed Study	<input type="checkbox"/>			
Water Analysis Report	<input type="checkbox"/>			
Dust/Odour Control Study	<input type="checkbox"/>			
Agricultural Impact Evaluation	<input type="checkbox"/>			
Environmental Impact Study (Required on lands within areas of Greenlands System)	<input type="checkbox"/>			
Contamination Management Plan (Required for lands within a Highly Vulnerable Aquifer as deemed necessary by the Town)	<input type="checkbox"/>			
Water Balance Assessment (Required for proposal considered <i>major development</i> under Source Protection Plan)	<input type="checkbox"/>			
Section 59 Notice (Required for ICI, farm structure, residential fuel oil storage proposal in Wellhead Protection Areas)	<input type="checkbox"/>			
<b>CULTURAL</b>				
Cultural Heritage Impact Assessment	<input type="checkbox"/>			
Shadow Study	<input type="checkbox"/>			
Architectural Control Guidelines	<input type="checkbox"/>			
Compliance Certificate from Control Architect	<input type="checkbox"/>			
Rental Housing Conversion Study	<input type="checkbox"/>			
Analysis of and Impact Mitigation to Views and Vistas from the ORM Ridgeline	<input type="checkbox"/>			
Archaeological Resource Assessment	<input type="checkbox"/>			
<b>OTHER APPLICABLE REQUIREMENTS</b>				
Conservation Authority Permit Lake Simcoe &	<input type="checkbox"/>			
Ministry of Transportation Land Use Permit	<input type="checkbox"/>			
1 Set of drawings and reports in digital format	<input type="checkbox"/>			
<input checked="" type="checkbox"/>				

## Appendix C

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### Notice Templates





>Date<

Attention: >Name of Applicant<

Address Line 1

Address Line 2

City, Province

Postal Code

**Notice of Complete Application for a**  
**Choose an item. Application**

**File Number:**

**Property Location:**

**Owner:**

**Applicant:**

In accordance with Section Choose an item. of the *Planning Act*, R.S.O. 1990, as amended, please be advised that the information and material, according to subsections Choose an item., have been provided with your application as referenced above.

The required planning application fee has been received.

Any future correspondence or inquiries regarding your application should include the file number as provided above.

The Choose an item. day time period provided for the Township's consideration of this application under subsection Choose an item. of the Planning Act is determined to start on >Date<.

Information regarding this matter is available by contacting:

Enter Staff Information

## Appendix D

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### Application Process Flow Charts



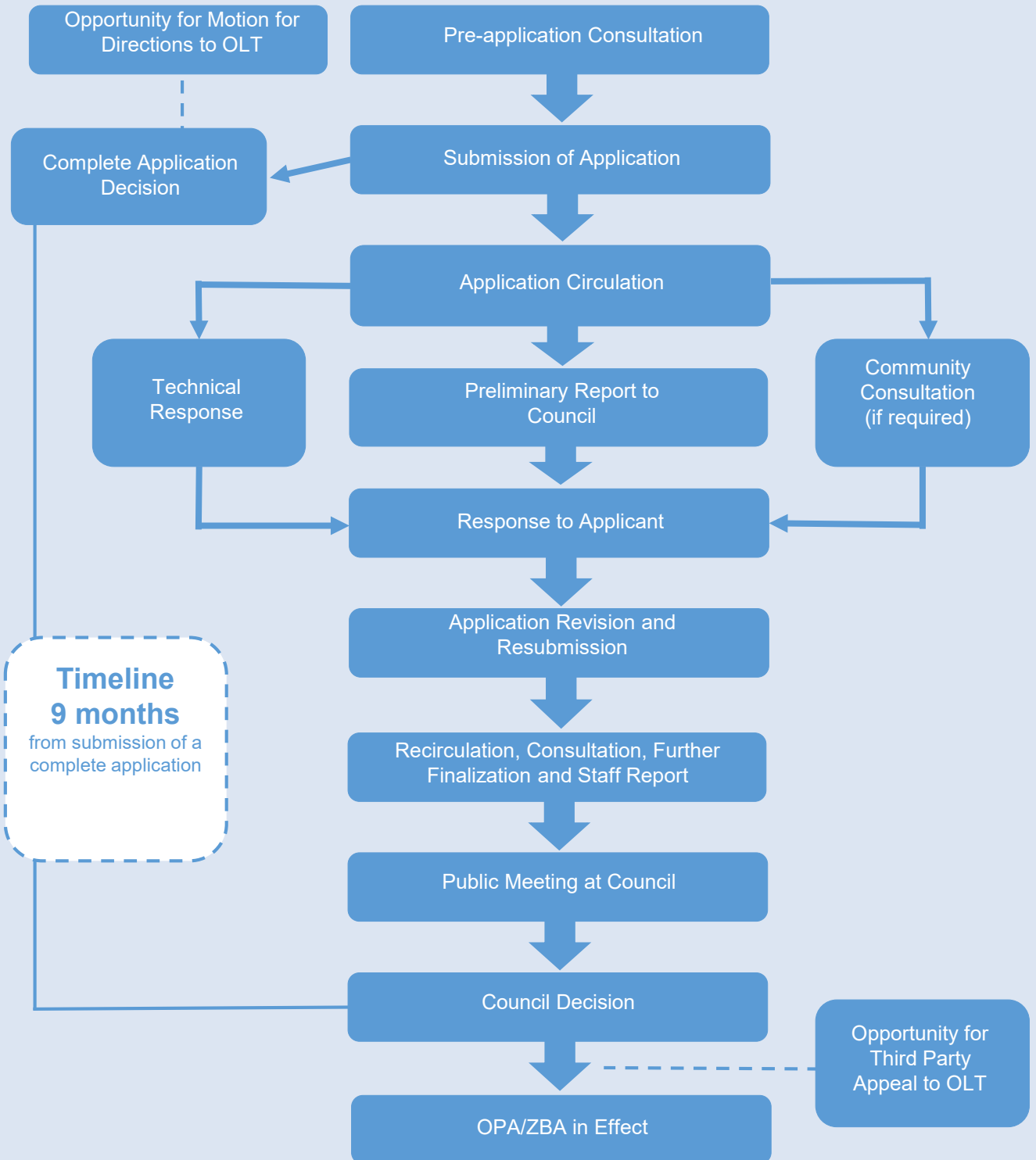


## MINOR VARIANCE AND CONSENT APPLICATIONS





## OFFICIAL PLAN AMENDMENTS (OPA), ZONING BY-LAW AMENDMENTS AND COMBINED APPLICATIONS





## SITE PLAN CONTROL – COUNCIL APPROVAL

Pre-Consultation

Receipt of Application

Response regarding  
completeness of application

Application COMPLETE

Technical Comments

Application Circulation

Community Notice

Response to Applicant

Site Sign

Application Revision &  
Resubmission

Recirculation, Consultation,  
Further Revisions, Finalization

Staff Report to Council

No Appeal

Council Decision

Owner Referral to  
OLT

Site Plan Agreement to  
Owner(s) For Signature

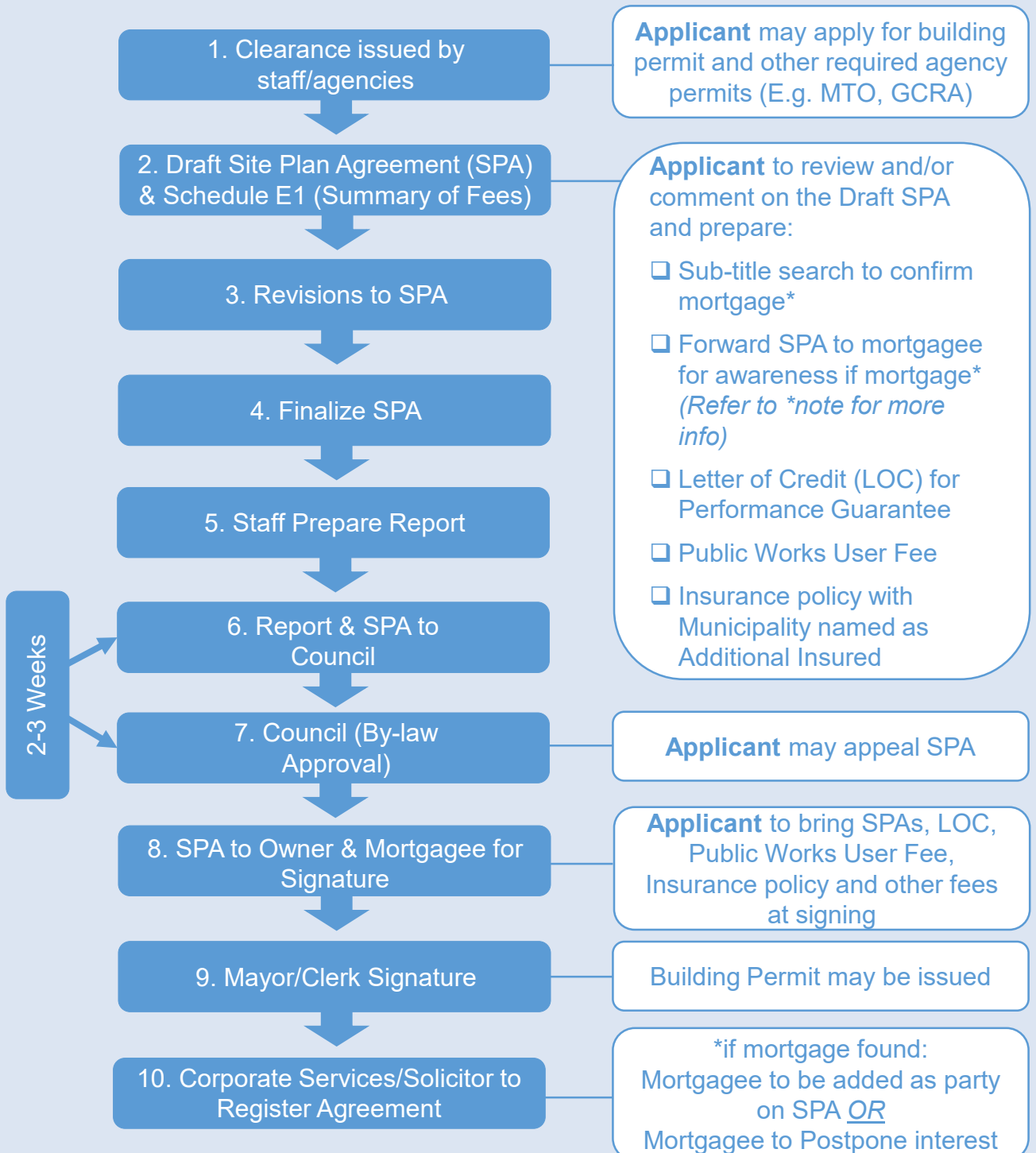
OLT Hearing

Mayor/Clerk Signature

Corporate Services/Solicitor to  
Register Agreement

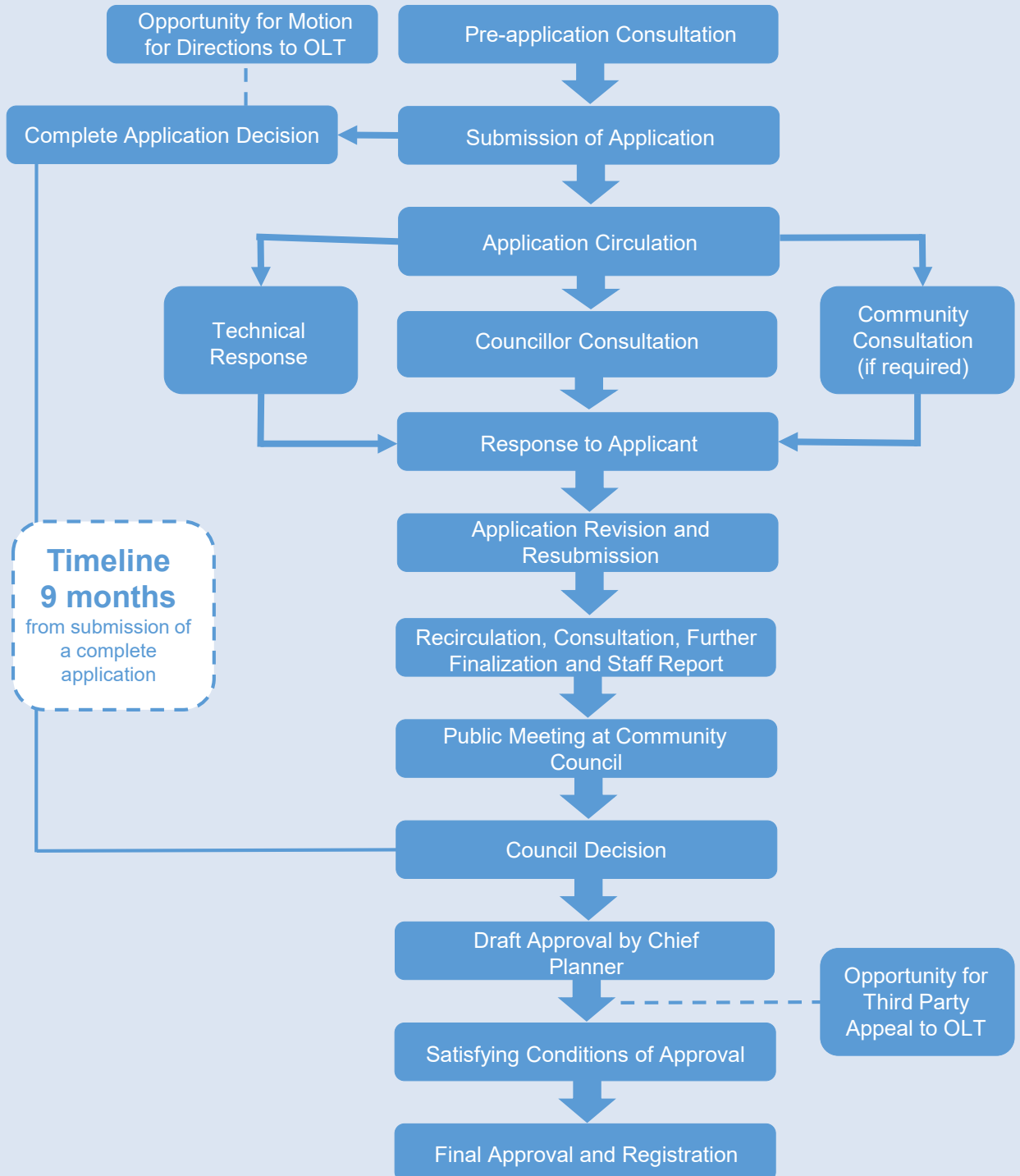


## SITE PLAN APPLICATION – NEXT STEPS





## Plans of Subdivision



## Appendix E

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### Agreement Templates



## FRONT END/COST SHARING AGREEMENT

THIS AGREEMENT made the >>Day<<day of >>Month<<, >>Year<<.

**BETWEEN:**

>>Name of Owner<<

(hereinafter called the "Developer")

- and -

### THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

(hereinafter called the "Municipality")

**WHEREAS** the Developer is the owner of certain lands (the "Lands") which are described in Schedule "A" hereto, and which are located in the Municipality;

**AND WHEREAS** Development Charge By-law No. >>#<< applies to all of the lands set out in Schedule "A";

**AND WHEREAS** the development of the Lands would require the construction, installation and provision of certain works, facilities and services (the "Services") set out in Development Charge By-law No. >>#<< and the payment of development charges in accordance with said development charge by-law;

**AND WHEREAS** the Lands are being developed for residential/commercial/industrial/institutional purposes, and in preparation for such development the Developer will be required to install specify services which are described in Schedule "B" hereto;

**AND WHEREAS** the Services will benefit the Lands as well as other lands (the "Benefiting Lands") set out in Schedule "C" which are owned by persons (the "Benefiting Owners") who are not parties to this Agreement;

**AND WHEREAS** Part III of the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended, permits the Municipality and the Developer to enter into this Agreement;

**AND WHEREAS** Council of the Municipality resolved on >>Date<< to authorize the Municipality to enter into a front-ending agreement to provide for the performance of certain works and services by or on behalf of the Developer in exchange for reimbursement and credits to the Developer of part of the costs of the works and services;

**NOW THEREFORE**, in consideration of the matters agreed to herein and in consideration of one dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Municipality agree as follows:

#### **1. Definitions**

In this Agreement:

"Actual Total Costs" means the actual total costs of constructing, installing or providing the Services listed in Schedule "B" and certified by the engineer for the Developer, as amended from time to time in accordance with this Agreement.

"Agreement" means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

"Benefiting Area" means the area that will receive a benefit from the construction of the Services, which is outlined on Schedule "E" attached hereto.

"Benefiting Lands" means the lands outlined on Schedule "E" attached hereto, which are within the Benefiting Area and owned by persons who have not executed this Agreement.

"Benefiting Owners" means the owners of the lands outlined on Schedule "E" attached hereto who have not executed this Agreement.

"Collective Lands" means the Lands and the Benefiting Lands, collectively.

"Cost Sharing Assumptions" are those assumptions and methods for allocating the cost of the Services set out in Schedule "C" attached hereto.

"Development Charge By-law" means the Municipality's Development Charge By-law No. 089-2019, adopted under the authority of the *Development Charges Act, 1997*.

"Development Charge" means a charge for development as defined in the Development Charge By-law.

"Front End Payment" means a front-end payment under the *Development Charges Act, 1997*.

"Lands" means the lands described in Schedule "A" attached hereto.

"Municipalities Costs" means the Municipality's reasonable costs in preparing this Agreement, including without limitation, the costs of studies, consultants and independent legal counsel relating thereto. "Parties"

means the Developer and the Municipality, and "Part" means one of the two parties. "Services" means the specify services described in Schedule "B" hereto.

## **2, Legal Authority**

This Agreement is made under the authority of the *Development Charges Act, 1997*, and the Developer acknowledges that the Municipality has lawful authority to proceed with and enter into this Agreement under the terms of the *Development Charges Act, 1997* in every and all respects. The Developer represents that it has all requisite power and authority to enter into this Agreement and to bind the Lands to the terms hereof and that this Agreement does not conflict with any other Agreement to which the Developer is a party or by which it is bound.

## **3, Services Installed, Constructed and Provided**

The Parties agree that the Developer will install, construct or otherwise provide the Services at its sole expense. The Developer acknowledges that the Services are for specify services, and are, therefore, services for which a development charge is payable pursuant to the Development Charge By-law.

## **4, Municipality's Costs**

The Municipality's Costs in the amount of >>\$<< shall be reimbursed to the Municipality by the Developer upon execution of this Agreement, and shall be included in the Actual Total Costs.

## **5. Allocation of Costs**

The Developer represents that the Actual Total Costs have been calculated and allocated on the basis of the Cost Sharing Assumptions and that the Cost Sharing Assumptions provide for a reasonable and fair method of allocating the cost of the Services within the Collective Lands.

## **6. Payments by Benefiting Owners**

The amounts to be paid by the Benefiting Owner of each property within the Benefiting Lands to the Municipality at **the time of execution of this Agreement are set out in Schedule "D", subject to Schedule "F", and subject to** amendment from time to time in accordance with this Agreement. If a Benefiting Owner requires an approval to subdivide land under section 51 or 53 of the *Planning Act*, R.S.O. 1990, C. P.13, as amended, the Municipality shall require the Benefiting Owner to pay its proportion of the Actual Total Costs (a "Front-End Payment") concurrently with and in addition to any Development Charge payable by the Benefiting Owner to the Municipality, If a Benefiting Owner does not require such an approval, the Municipality shall require the Benefiting Owner to make

its Front End Payment upon the issuance of the first building permit for a structure on the Benefiting Lands owned by the Benefiting Owner. Subject to Section 20, the Municipality shall pay to the Developer each Front-End Payment it receives, in accordance with the provisions of the *Development Charges Act, 1997*. Should the configuration of any parcel of land within the Benefiting Lands be altered due to transfers of land, the affected Benefiting Owners shall be required to pay an adjusted proportionate share of the Actual Total Costs derived from and based upon the application of the Cost Sharing Assumptions.

**7. Term of Front-End Payment Obligations**

The obligation of a Benefiting Owner to make a Front-End Payment hereunder shall continue for a period of **twenty-five (25)** years after the Effective Date set out in Section 12 below.

**8. Adjustment of Actual Total Costs**

The Actual Total Costs shall be adjusted annually in accordance with the most recent twelve-month change in the Composite Index of the Engineering News Record Cost Index (Toronto). Further, in the event that the Municipality, acting reasonably, requires the installation of services in addition to those set out in Schedule "B", then the Actual Total Costs as shown on Schedule "D" shall be increased accordingly.

**9. Mandatory Requirements for Front-Ending Agreement**

The *Development Charges Act, 1997* sets out certain mandatory provisions of front ending agreements. The following identifies where these required provisions are contained in this Agreement:

- (a) a description of the work to be done is set out in Schedule "B" attached hereto, a definition of the Benefiting Area is depicted on Schedule "E" attached hereto, and the cost of the work is set out in Schedule "F" attached hereto;
- (b) the proportion of the cost of the Services to be borne by the Developer and the Benefiting Owners is set out in Schedule "C" attached hereto;
- (c) the method for determining the part of the costs of the Services that will be reimbursed by the persons who, in the future, develop land within the Benefiting Area is set out in Schedule "D" attached hereto;
- (d) the amount of the non-reimbursable share of the costs of the Services for the Developer and the Benefiting Owners is set out in Schedule "G" attached hereto;
- (e) the manner in which amounts collected from Benefiting Owners to reimburse the costs of the Services will be allocated is set out in Section 5 of this Agreement.

**10. Agreement to Reimburse Developer for Services**

The Parties acknowledge that there is no agreement by the Municipality to reimburse the Developer for the Services, as the Developer has already installed the Services, and the Services are works to which a development charge would apply under the Development Charge By-law.

**11. Registration on Title**

The Developer acknowledges that the covenants herein contained shall be considered covenants that run with the Collective Lands, and hereby consents to the registration of this Agreement on the title of any part of the Lands of which the Developer is the owner at the time of execution of this Agreement. The Developer agrees to provide a complete and accurate legal description of the Collective Lands to the Municipality, and to execute all further documents as may be necessary to register this Agreement against the Collective Lands.

**12. Effective Date of this Agreement**

This Agreement shall become effective on the date of the execution of this Agreement by the Municipality and the Developer.

**13. No Effect on Planning Act Deliberations or Decisions**

The Developer and the Municipality acknowledge that the Municipality is obliged to duly consider applications under the *Planning Act* regarding the development of the Lands on the merits of such applications, to hear and consider any objections, comments or concerns with respect thereto, and to make appropriate determinations in the Municipal Council's unfettered discretion on such applications in accordance with the provisions and procedures of the *Planning Act*, the Municipality's Official Plan and the Upper-Tier Municipality's Official Plan, and without regard to this Agreement. The Developer further acknowledges and agrees that the Municipality is under no

obligation by virtue of this Agreement, or otherwise, to grant any approvals whatsoever for any contemplated development or use of the Lands.

#### **14. Estoppel**

The Developer and the Municipality shall be and are hereby estopped from asserting in any proceeding at any time and in any forum that the Municipality does not or did not have lawful authority to enter into this Agreement, or that any of the terms of this Agreement are not within the jurisdiction or capacity of the Municipality to enter into. The Developer acknowledges that it has voluntarily entered into this Agreement.

#### **15. Special Accounts**

The Municipality shall place all money received pursuant to this Agreement into a special account and, subject to this Agreement, such money shall be dealt with in accordance with the *Development Charges Act, 1997*. The Municipality shall forward such moneys as may be within the special account on a [annual, semi-annually or quarterly] basis to the Developer (or to such person or person to whom the Developer has in writing directed) on dates.

#### **16. Time of Essence**

Time shall be of the essence in this Agreement.

#### **17. Amendments Only in Writing**

No modification, variation, amendment or termination by mutual consent of this Agreement, and no waiver of the performance of any of the responsibilities of the Parties shall be effective unless such action is taken in writing by instrument or document executed by the Parties, excepting that the foregoing shall not apply where an express **provision of this Agreement permits such modification, variation, amendment or termination pursuant to any other means**, and in such instance the said provision shall apply. All representations and understandings of the Parties with respect to the Lands and the subject matter of this Agreement are contained in this Agreement, and there are no other representations or understandings between the Parties. This Agreement supersedes any and all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

#### **18. Notices**

- (a) Except as otherwise specified herein, any notice hereunder shall be given in writing, by delivery in person, or by registered mail (return receipt requested), or by facsimile transmission, properly addressed to the Party to whom such notice is given, with postage or charges, if any, prepaid. A notice shall be deemed to have been given only when received by the Party to whom such notice is directed.
- (b) Notice shall be given at the following addresses, unless and until a Party gives written notice of a new address to the other Party:

**Municipality:**                    *Municipality of Trent Hills, 66 Front Street South, P.O. Box 1030,  
Campbellford, Ontario K0L 1L0*

**Developer:**                    >>Developer Name and Address<<

#### **19. Schedules**

Attached hereto and forming part of this Agreement are the following Schedules:

Schedule "A"	Description of the Lands
Schedule "B"	Description of the Services
Schedule "C"	Cost Sharing Assumptions
Schedule "D"	Benefiting Landowners' Share of Actual Total Costs
Schedule "E"	Map of Benefiting Area
Schedule "F"	Cost Calculations
Schedule "G"	Non-Reimbursable Share Allocation

The Parties acknowledge that Schedules "D" and "F" were prepared by the Developer. Although the Municipality has reviewed these Schedules with due care and attention, any errors in them, whether found by a Benefiting Owner or any other person, shall be the sole responsibility of the Developer. The Developer covenants and agrees to hold harmless and indemnify the Municipality against any claim whatsoever arising out of any error or alleged error in these Schedules.

**20. Successors and Assigns**

This Agreement shall ensure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject only to any limitations explicit in this Agreement.

**21. Severability**

Each of the covenants, provisions, articles, sections, subsections and other subdivisions of this Agreement is severable from every other covenant, provision, article, section, clause and subdivision, and the invalidity or unenforceability of any one or more covenant, provisions, articles, sections, clauses or subdivisions shall not affect the validity or enforceability of the remaining covenants, provisions, articles, sections, clauses and subdivision.

**22. Further Assurances**

The Parties shall from time to time and at all times do such further acts and things, and execute all such further documents and instruments, as may be reasonably required to carry out and implement the true intent and meaning of this Agreement.

IN **WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**SIGNED, SEALED AND DELIVERED**

)  
) >>Name of Owner/Developer<<  
) \_\_\_\_\_ c/s  
) Name:  
) Title:  
)  
)  
) **THE CORPORATION OF THE**  
) **MUNICIPALITY OF TRENT**  
) **HILLS**  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
) \_\_\_\_\_  
) Clerk

**SCHEDULE "A"**  
DESCRIPTION OF THE LANDS

**SCHEDULE "B"**  
**DESCRIPTION OF SERVICES**

Services to be completed shall be as itemized in Schedule 'F' of this Agreement

**SCHEDULE "C"**  
**COST SHARING ASSUMPTIONS**

“Engineering construction cost Estimate and Discussion”

**SCHEDULE "D"**  
BENEFITING LANDOWNERS' SHARE OF  
ACTUAL TOTAL COSTS

The Benefiting Landowners share of actual total cost is as detailed in Schedule 'F' of this Agreement; and identified as '>> <<.

**SCHEDULE "E"**  
**MAP OF BENEFITING LAND**

**SCHEDULE "F"**  
**COST CALCULATIONS**

The method of cost calculations is provided following

“Sample”

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	COST SHARE	AMOUNT
<b>ON-SITE WORKS</b>						<b>11.1%</b>
<b>GENERAL</b>						
Mobilization/Demobilization	1	LS	\$5,000.00	\$5,000.00	11.1%	\$555.00
Earth Excavation and Grading	1	LS	\$20,000.00	\$20,000.00	11.1%	\$2,220.00
Traffic Control Devices	1	LS	\$5,000.00	\$5,000.00	11.1%	\$555.00
Sediment and Erosion Controls, Street Sweeping	1	LS	\$3,000.00	\$3,000.00	11.1%	\$333.00
		<b>Subtotal</b>		<b>\$33,000.00</b>		<b>\$3,663.00</b>
<b>SANITARY SEWER</b>						
200mm PVC DR35 Sanitary Sewer	90	m	\$275.00	\$24,750.00	11.1%	\$2,747.25
1200mm Sanitary Maintenance Hole	2	ea.	\$4,500.00	\$9,000.00	11.1%	\$999.00
150mm PVC DR 28 Sanitary Laterals w/ Clean Out	80	m	\$150.00	\$12,000.00	0.0%	\$0.00
Connect to Existing Sanitary Sewer	1	ea.	\$3,500.00	\$3,500.00	11.1%	\$388.50
CCTV Inpsection	1	ea.	\$3,000.00	\$3,000.00	11.1%	\$333.00
		<b>Subtotal</b>		<b>\$52,250.00</b>		<b>\$4,467.75</b>
<b>STORM SEWER</b>						
300mm PVC DR35 Storm Sewer	8	m	\$225.00	\$1,800.00	11.1%	\$199.80
375mm PVC DR35 Storm Sewer	41	m	\$250.00	\$10,250.00	11.1%	\$1,137.75
1200mm Storm Maintenance Hole	3	ea.	\$4,200.00	\$12,600.00	11.1%	\$1,398.60
600x600mm Catch Basin	2	ea.	\$2,500.00	\$5,000.00	11.1%	\$555.00
600x1450mm Twin Inlet Catch Basin	2	ea.	\$4,000.00	\$8,000.00	11.1%	\$888.00
Stormtech MC-3500 Storage Chambers	1	Lump Sum	\$35,000.00	\$35,000.00	11.1%	\$3,885.00
Connect to Existing Storm Sewer	1	ea.	\$3,500.00	\$3,500.00	11.1%	\$388.50
Grade, Topsoil and Sod Swales c/w Stone	125	m	\$60.00	\$7,500.00	11.1%	\$832.50
CCTV Inpsection	1	ea.	\$3,000.00	\$3,000.00	11.1%	\$333.00
		<b>Subtotal</b>		<b>\$86,650.00</b>		<b>\$9,618.15</b>
<b>WATER MAIN</b>						
200mm PVC DR18 Watermain	105	m	\$300.00	\$31,500.00	11.1%	\$3,496.50
19mm Type 'K' Copper Water Service	63	m	\$100.00	\$6,300.00	0.0%	\$0.00
Water Service Sets	8	ea.	\$700.00	\$5,600.00	0.0%	\$0.00
Relocate Existing Fire Hydrant	1	Lump Sum	\$3,500.00	\$3,500.00	11.1%	\$388.50
Testing and Disinfection	1	Lump Sum	\$2,500.00	\$2,500.00	11.1%	\$277.50
		<b>Subtotal</b>		<b>\$49,400.00</b>		<b>\$4,162.50</b>
<b>ABOVE GROUND</b>						
HL3 HotMix Asphalt	92	tonne	\$130.00	\$11,960.00	11.1%	\$1,327.56
HL8 HotMix Asphalt	115	tonne	\$125.00	\$14,375.00	11.1%	\$1,595.63
Granular 'A'	420	tonne	\$25.00	\$10,500.00	11.1%	\$1,165.50
Granular 'B'	600	tonne	\$20.00	\$12,000.00	11.1%	\$1,332.00
Concrete Curb and Gutter	220	m	\$90.00	\$19,800.00	11.1%	\$2,197.80
Concrete Sidewalk	105	m	\$85.00	\$8,925.00	11.1%	\$990.68
Street Lighting	1	Lump Sum	\$6,000.00	\$6,000.00	11.1%	\$666.00
Utility Trenching	100	m	\$4.00	\$4,000.00	11.1%	\$444.00
Utility Ducting	1	Lump Sum	\$2,000.00	\$2,000.00	11.1%	\$222.00
Transformer Pad	1	ea.	\$2,300.00	\$2,300.00	11.1%	\$255.30
Topsoil and Sod Boulevards	770	sq. m.	\$8.50	\$6,545.00	11.1%	\$726.50
Signage	2	ea.	\$300.00	\$600.00	11.1%	\$66.60
		<b>Subtotal</b>		<b>\$99,005.00</b>		<b>\$10,989.56</b>
		<b>TOTAL ON-SITE</b>		<b>\$320,305.00</b>		<b>\$32,900.96</b>
		<b>50% Securities</b>		<b>\$160,152.50</b>		
<b>OFF-SITE WORKS</b>						
Remove Existing Asphalt (Full Depth)	435	sq. m.	\$20.00	\$8,700.00	11.1%	\$965.70
Remove Curb and Gutter	75	m	\$25.00	\$1,875.00	11.1%	\$208.13
Remove Concrete Sidewalk	5	m	\$30.00	\$150.00	11.1%	\$16.65
Connect to Existing Watermain	2	ea.	\$3,500.00	\$7,000.00	11.1%	\$777.00
Tie Asphalt to Existing Roads (with Lap Joint)	2	ea.	\$2,000.00	\$4,000.00	11.1%	\$444.00
Sidewalk Ramps c/w Tactile Plates	2	ea.	\$800.00	\$1,600.00	11.1%	\$177.60
Curb and Sidewalk Repairs	1	Lump Sum	\$2,000.00	\$2,000.00	11.1%	\$222.00
Topsoil and Sod	200	sq. m.	\$20.00	\$4,000.00	11.1%	\$444.00
		<b>TOTAL OFF-SITE</b>		<b>\$29,325.00</b>		<b>\$3,255.08</b>
		<b>100% Securities</b>		<b>\$14,662.50</b>		
		<b>TOTAL SECURITIES REQUIRED</b>		<b>\$174,815.00</b>		<b>\$36,156.03</b>

SCHEDULE "G"  
NON-REIMBURSABLE SHARE  
ALLOCATION

## **PRELIMINARY DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** dated the <<Day<< day of >>Month<<, >>Year<<.

**B E T W E E N:**

>>Name of Owner<<

(hereinafter called the “Owner”)

-and-

**THE CORPORATION OF THE Municipality of Minden Hills**

(hereinafter called the “Municipality”)

**WHEREAS** the Owner has represented to the Municipality that the land described in Schedule “A” hereto (the “Land”) is owned by it;

**AND WHEREAS** the Owner is proposing to apply to the Municipality for amendments to each of the Municipality’s Official Plan and Zoning By-law to permit the Land to be developed and used for a (>>identify proposed development/use<<);

**AND WHEREAS** the Owner and the Municipality has agreed to set out and to be bound by the terms and conditions contained in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows:

### **1. Scope Of Agreement**

The Owner represents and warrants that it is proposing the development of those lands hereinafter described on Schedule “A” attached hereto. The schedule annexed hereto forms part of the within agreement.

## **2. Security**

The Owner covenants and agrees to pay to the Municipality all engineering, legal, planning and other related costs for professional help incurred by the Municipality with respect to any ZBLA and OPA as required. Without limiting the generality of the foregoing, the Owner covenants and agrees to an immediate security deposit of Ten Thousand (\$10,000.00) Dollars against the anticipated costs (hereinafter referred to as the “deposit”). At any time that the balance of the Security Deposit falls below \$ 3,000.00 and upon the request of the Municipality, sufficient funds to increase the balance of the Security Deposit to \$ 10,000.00 shall be deposited with the Municipality. The Owner hereby acknowledges and agrees that the Municipality reserves the right to cease work on the administration of the file until such time as sufficient security or any payments required under this Agreement is posted by the Owner. The Municipality shall produce to the Owner invoices that have been paid with the request that the amount of these invoices be matched by the Owner forthwith.

## **3. Submission of Plans**

The Owner covenants and agrees to submit to the Municipality’s Engineer, Planner, Solicitor, Chief Building Official and other professional advisors where applicable, all necessary plans, documents and specifications requested by them on behalf of the Municipality for the services and requirements of the Ministry of Municipal Affairs and the Municipality. All such submissions must meet the approval of the Municipality’s professional advisors. It is understood and agreed that the design criteria related to municipal services shall be as specified by the Municipality and/or their representatives.

## **4. Site Plan/Subdivision Agreement**

The Owner covenants and agrees to eventually entering into a Site Plan/Subdivision Agreement with the Municipality, which Site Plan/Subdivision Agreement will incorporate any and all conditions imposed by the Municipality and any other conditions imposed by any authority of competent jurisdiction, which conditions may result in the posting of additional security.

**5.** The Owner covenants and agrees to pay to the Municipality all levies, impost fees and other requirements as requested and required by the Municipality prior to the final execution of the Site Plan/Subdivision Agreement or as otherwise determined by the Municipality.

**6.** The Owner covenants and agrees not to commence the construction of services within the area to which the Site Plan applies, and that no topsoil or vegetation will be removed or be permitted to be removed from the said area, as described on Schedule “A” attached hereto, unless specific permission has been given by the Municipality.

**7.** It is mutually agreed between the parties hereto that in the event that a proposal has not reached the stage where it is being implemented by the execution of the Site Plan Subdivision Agreement within eighteen (18) months from the date hereof or within such further time as may be mutually agreed upon between the parties hereto, then this Agreement shall be of no further force and effect with the exception of Paragraph 3.

## **8. Pre-Servicing**

The Owner acknowledges that any work which it performs upon the lands and premises described in Schedule "A" is done solely at its own risk and expense and the Owner specifically releases the Municipality from any liability whatsoever in so doing. The Owner further covenants and agrees to indemnify and save harmless the Municipality from any losses or costs which the Municipality might suffer arising from the pre-servicing of the lands herein.

## **9. Notice**

(1) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

*Owners's name and address*

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

(2) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

**Municipality of Trent Hills, 66 Front Street South, P.O. Box 1030, Campbellford, Ontario K0L 1L0**

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

## **10. Registration of Agreement**

The Owner hereby consents to this Agreement, together with any schedules thereto, being registered against title to the Land. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

## **11. Successors and Assigns**

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

## **12. Assumption of Owner's Obligations**

The Owner covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Owner's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement.

## **13. Postponement and Subordination**

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Land to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/ or encumbrancers their interest in the Land.

## **14. Enforcement**

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.

## **15. Other Applicable Laws**

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/ or regulations or laws and/ or regulations established by any other governmental body which may have jurisdiction over the Lands.

## **16. Termination of Agreement**

- (1) If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Municipality may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force or effect.
- (2) Without fettering the discretion of the Municipality's Council, following termination of this Agreement, the Council may repeal or further amend the amendments to each of the Official Plan and Zoning By-law No. >> # << (as amended) with the object of restoring zoning by-law provisions applicable to the Land to the state they were in on the day immediately prior to the date of the passing of the amendment. The Owner covenants and agrees not oppose or appeal or otherwise challenge the zoning by-law amendment.
- (3) The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Municipality, but under no circumstances will interest be paid on any refund.

## **17. Force Majeure**

Notwithstanding any part of this Agreement, in the event that the Owner is delayed, hindered or prevented from the performance of this Agreement by reason of strikes, lockouts, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature which is not the fault of the

Owner and is delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay provided, however, that such delay does not extend beyond two (2) years of the date that the acts are required by this Agreement to be performed or completed.

## **18. Interpretation of Agreement**

- (1) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (2) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (3) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the context otherwise requires, including the payment of any applicable taxes (including HST).
- (4) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (5) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (6) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (7) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

## **19. Whole Agreement**

This Agreement and the schedules annexed hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between the Owner and the Municipality and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Owner or the Municipality unless reduced to writing and signed by both of them. It is further understood and agreed that all of the agreements and provisions contained in this Agreement are to be construed as covenants on the part of the party so agreeing to them.

## **20. Waiver**

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other

obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.

#### **21. Extension of Time**

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

#### **22. No Challenge to Agreement**

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any legislative provision interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

#### **23. No Fettering of Discretion**

Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successors councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning, servicing, financial or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

#### **24. Governing Law**

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.



**SCHEDULE “A”**

**LEGAL DESCRIPTION OF LAND**

(Survey Attached)

## PRE-SERVICING AGREEMENT

THIS AGREEMENT made in QUADRUPPLICATE on the >>Day<<day of >>Month<<, >>Year<<

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

(the "Municipality")  
OF THE FIRST PART

- and -

>>Name of Owner<<.  
(the "Owner")  
OF THE SECOND PART

WHEREAS the Owner owns certain lands within the geographic limits of the Municipality and has received approval from the Municipality for a draft plan of subdivision on the lands;

AND WHEREAS the Owner has requested permission to install certain works on that portion of the Owner's lands that lie within the draft plan of subdivision prior to final approval of the plan of subdivision and execution of a subdivision agreement;

AND WHEREAS the Owner has agreed that all works installed within the road allowance shall be installed at the Owner's cost (if required);

AND WHEREAS it is intended that all such works will eventually form part of the municipal services and works to be constructed by the Owner in accordance with a subdivision agreement;

AND WHEREAS the Council of the Municipality has given its approval to install the services within the Owner's Lands authorized by this Agreement prior to execution of a subdivision agreement and registration of the final plan of subdivision for the Owner's Lands, in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree with each other as follows:

### TERMS DEFINED

1. In this agreement:

- a. "Council" shall mean the elected Council of the Municipality;
- b. "draft plan" or "draft plan of subdivision" means the draft plan of subdivision approved by the Municipality (File No. >>#<<) for the Owner's Lands;
- c. "Lands" shall mean those lands of the Owner described in Schedule "A", collectively or any portion thereof;
- d. "Maintain" includes repair;
- e. "Municipal Engineer" means the Manager of Public Works of the Municipality or such other person acting in that capacity, or the consulting engineer appointed for that purpose by Council, and any authority granted to the Municipal Engineer by this agreement shall be exercised in accordance with generally accepted engineering principles and without undue delay;
- f. "Municipal Specifications" shall mean the detailed description of construction, materials and workmanship of works to be carried out by the Owner as prescribed by

the Municipality in accordance with the "Ontario Provincial Standard Specifications", "Ontario Provincial Standard Drawings" and any revisions adopted by the Council and in effect on the date of this agreement, or such other additional requirements which may be specified by the Municipality;

- g. "Owner" shall mean >>Name of Owner<<., and shall include an individual, a partnership, a corporation, an association, a joint venture, a co-tenant, a trustee, or any agent or contractor carrying out any works for the Owner, and all subsequent owners of all or part of the Owner's Lands, as the case may be, and wherever the singular is used it shall be construed to include the plural;
- h. "Owner's Lands" shall mean those lands of the Owner described in Schedule "A";
- i. "Proposed Road" shall mean those lands intended for future use as public roads or any part or parts thereof, any proposed day lighting triangles, temporary turning circles, and any areas of proposed road widening as shown on the Draft Plan of Subdivision;
- j. "Temporary Certificate of Approval of the Works" means the certificate to be issued by the Municipal Engineer after all the Works have been constructed in accordance with this Agreement and have been inspected by the Municipal Engineer;
- k. "Underground Services" means that portion of the Works consisting of the water, sanitary sewer and storm water management systems to be constructed by the Owner in accordance with this Agreement;
- l. "Warranty Period" means the period of time between the date the Temporary Certificate of Approval of the Works has been issued under this Agreement and the date a Final Certificate of Approval of the Works has been issued pursuant to a subdivision agreement between the parties for the final plan of subdivision for the Owner's Lands;
- m. "Works" means the whole works, services, materials, matters and things to be done or supplied by the Owner in accordance with this Agreement.

### **ORDER OF PROCEDURE**

- 2. As a condition of this Agreement and without which this Agreement shall have no effect, the Owner shall:
  - (a) deliver this fully executed Agreement to the Municipality;
  - (b) subject to Schedule "B", deposit with the Municipality the security and proof of insurance required by this Agreement.
- 3. Prior to starting construction of the Works in the Draft Plan, the Owner shall:
  - (a) fulfil all of the conditions required by Clause 2 above unless otherwise approved in writing by the Municipal Engineer;
  - (b) notify the Municipal Engineer in writing at least seventy-two hours (72) hours prior to the start of construction; and
  - (c) provide written confirmation to the municipality that the tree preservation plan set out in Schedule "I", if applicable, has been complied with.

### **ATTACHED SCHEDULES**

- 4. The following Schedules are attached to and form part of this agreement:

Schedule "A" -	Description of Lands
Schedule "B" -	Description and Cost of Works to be Constructed
Schedule "C" -	Public Works & Utilities Cost Estimate
Schedule "D" -	Time Schedule for Construction of Works
Schedule "E" -	List of Approved Plans for Works to be Constructed
Schedule "F" -	N/A
Schedule "G" -	N/A
Schedule "H" -	Grants of Easement and Other Public Lands
Schedule "I" -	N/A
Schedule "J" -	Special Conditions

5. The Approved Plans listed in Schedule “E” are hereby incorporated by reference into this Agreement. The originals of all Approved Plans are on file in the offices of the Municipality and, in the event of any dispute, the originals shall govern.

### **OWNER’S ACKNOWLEDGEMENT**

6. The Owner acknowledges and agrees that, for all Works within the Owner's Lands:
- (a) The decision to proceed with the Works in advance of final approval of the plan of subdivision and execution of a subdivision agreement by the Municipality is at the Owner's sole risk and is not based upon any representation from the Municipality as to when final approval of the plan of subdivision may be given or a subdivision agreement executed;
  - (b) By executing this Agreement, the Municipality does not waive or in any way absolve the Owner of their obligations to comply fully with all of the conditions of approval of the Draft Plan of Subdivision prior to final approval being given;
  - (c) This Agreement shall remain in full force and effect until such time as all of the obligations contained in it have been fulfilled or this Agreement is incorporated into and subsumed by a subdivision agreement executed between the Owner and the Municipality in respect of the final plan of subdivision;
  - (d) This Agreement does not predetermine, prejudice or constrain the Municipality's jurisdiction with respect to the approval, rejection or imposition of conditions in relation to any approvals now or that may be in future proposed for the plan of subdivision for the Owner's Lands;
  - (e) The only works to be performed pursuant to this Agreement within the Owner's Lands shall be for the purpose of pre-servicing that portion of the Owner's Lands lying within the limits of the draft plan of subdivision more particularly described as Rosslyn Estate Subdivision- Phase 2, Lots 9-16;
  - (f) Nothing in this Agreement, including the issuing of a Temporary Certificate of Approval of Underground Services or a Temporary Certificate of Approval of the Works shall preclude the Municipality from requiring the Owner to make further improvements or alterations to the Works or the Lands as may be required in order to fully and completely comply with such requirements as may be contained in a subdivision agreement to be entered into by the parties prior to final approval of the plan of subdivision;
  - (g) The Owner shall not install any portion of the Works that are to be used for hydro-electric, cable television, telephone or natural gas until the applicable utility company has approved the plans for those services;
  - (h) The Owner shall be solely responsible for obtaining any required approval of the Works by a Director under the *Ontario Water Resources Act* and fully complying with all terms and conditions of such approval;
  - (i) Until an Environmental Compliance Approval for the Works under the *Ontario Water Resources Act* has been obtained and fully complied with, the Municipality:
    - (i) will not issue a Temporary Certificate of Approval of Underground Services or a Temporary Certificate of Approval of the Works;
    - (ii) will not execute the subdivision agreement;
    - (iii) will not give final approval of the plan;
    - (iv) will not permit any part of the Works to be connected to, to form part of or to be used in connection with the Municipality’s water works and sewage

- works;  
and the Owner;
- (v) will not construct any part of the Works outside the limits of the Owner's property including, without limiting, on lands owned by the Municipality or any other public body;
- (vi) will not connect any part of the Works to the Municipality's water works or sanitary sewage works; and
- (vii) Complete proposed storm pond modifications, and install and connect underground storm sewage pipes to the existing storm water retention pond, in a manner that will not substantively effect or change the volume or rate of flow of storm water from the Owner's property to the Municipal storm sewer system. This may include, but not be limited to, delay in the installation of larger orifice control plates and/or the interim diversion and storage of runoff to reflect preconstruction patterns.

### **CONSTRUCTION OF WORKS**

#### **Scope of Work**

7. Subject to such approval as may be granted under the *Ontario Water Resources Act* and such other permits and approvals as may be required, the Owner shall construct and maintain all of the Works described in Schedule "J" according to the plans and specifications in Schedules "E" in a good and workmanlike manner to the satisfaction of the Municipal Engineer according to Municipal Specifications.
8. If, at any time during construction or maintenance of the Works, the Municipal Engineer determines that modifications to the Works are necessary to adequately address future public services that will be required for the final plan of subdivision on the Lands, or to comply with such approval as may be granted under the *Ontario Water Resources Act*, the Owner shall construct such additional works to the satisfaction of the Municipal Engineer.

#### **Proposed Roads**

9. The Owner shall construct the granular base course of all proposed roads according to the plans and specifications in Schedule "E" and Municipal Specifications, and shall lay the first lift of asphalt as soon as possible in the first available paving season after the Temporary Certificate of Approval of Underground Services has been issued.
10. The final lift of asphalt on all proposed roads shall be completed when directed by the Municipal Engineer and, in no event, shall it occur until a video examination of the sanitary and storm sewer systems and any repairs to them have been completed in accordance with this agreement.
11. The Owner shall not cut any roads under the jurisdiction of the Municipality without the prior written consent of the Municipal Engineer, and all roads shall be restored to the satisfaction of the Municipal Engineer as soon as possible after completion of the work.
12. Where work is performed on existing roads outside the draft plan of subdivision, the Owner shall reinstate them to their original condition as determined by the Municipal Engineer.
13. If, in the opinion of the Municipal Engineer, it is necessary to change the grade of existing roads adjacent to or abutting the Lands because of the development of the draft plan, the Owner shall grade to sub-grade and reconstruct the roads in the manner and within the time stipulated by the Municipal Engineer and according to Municipal Specifications.

#### **Sanitary Sewers**

- 144 The Owner shall construct the sanitary sewer system according to the plans and specifications set out in Schedule "E" and Municipal Specifications and such approval as may be granted under the *Ontario Water Resources Act*, and shall maintain the system until the Final Certificate of Approval of the Works has been issued for the Works within the

## Owner's Lands.

### Storm Water Management System

15. The Owner shall construct the storm water management system according to the plans and specifications set out in Schedules "E" and Municipal Specifications and such approval as may be granted under the *Ontario Water Resources Act*, and shall maintain the system until a Final Certificate of Approval of the Works has been issued for the Works within the Owner's Lands.

### Water Mains

16. The Owner shall construct the water main system according to the plans and specifications set out in Schedule "E" and Municipal Specifications and such approval as may be granted under the *Ontario Water Resources Act*, and shall maintain the system until a Final Certificate of Approval of the Works has been issued for the Works within the Owner's Lands.
17. The Municipality, or its agents shall have the sole right to open or close valves for the water mains and no other person shall molest or interfere with them in any manner.
18. The Owner shall not use or permit any contractor, builder or other person to use any hydrant during construction without the prior written approval of the Municipality and for which a fee as determined by the Municipality may be payable.

### Service Connections

19. All lateral water and sewer connections from the water and sewer mains to the proposed lot lines shall be installed according to the plans and specifications set out in Schedule "E" and Municipal Specifications, but no connection shall be made unless and until an approval has been granted under the *Ontario Water Resources Act*.

### Curbs and Gutters

20. The Owner shall construct curbs according to the plans and specifications set out in Schedule "E" and Municipal Specifications.

### Fences and Retaining Walls

21. The Owner shall install retaining walls and fences in accordance with the plans and specifications set-out in Schedule "I" and Municipal Specifications, if applicable.

### Grading, Landscaping and Parkland Development

22. The Owner shall excavate and grade channels and swales and immediately place topsoil and sod and/or rip rap in accordance with the drawings referenced in Schedule E and shall maintain the sod and replace any which does not survive until a Final Certificate of Approval of the Works has been issued for the Works within the Owner's Lands.
23. The Owner shall complete rough grading and install the erosion and sediment controls as indicated in the drawings referenced in Schedule E as well as any necessary to ensure adequate drainage and erosion and sediment control to the satisfaction of the Municipal Engineer for all proposed lots or blocks within the owners lands until a Final Certificate of Approval has been issued.

### Warning Signs

24. Prior to construction of the Works the owner shall install barricades and signs preventing public access to the Owners Lands to the satisfaction to the Municipal Engineer. Signs will have dimensions of 1 metre by 0.6 metres (3 feet by 2 feet) and shall be erected by the Owner at each entrance to the draft plan of subdivision, which shall read as follows:

"Road Not Assumed by Municipality – No Public Access".

or such other wording as may be approved by the Municipality.

Street Lighting

25. The Owner shall install street lighting according to the plans and specifications set out in Schedule "E", Municipal Specifications, and the requirements and standards of the authority providing electric power. The Municipality shall arrange for the local electrical distribution company to energize the system upon being notified by the Owner that the system has been installed. The Owner shall maintain the lights at the Owner's expense, including energy costs during the term of this agreement.

Public Utilities

26. All utility lines shall be installed underground unless otherwise specified.

**UTILITY APPROVALS AND COSTS**

27. The Owner shall apply for, enter into agreements, and pay all required fees to obtain approvals from Hydro One, Bell Canada and any other applicable utility company prior to final subdivision approval and registration of the Subdivision Agreement; shall obtain the approval of all applicable provincial and federal regulatory authorities; and shall indemnify the Municipality against all related fees and other charges.

**DRILLING AND BLASTING**

28. No blasting is anticipated for the proposed Works. Should blasting become necessary it will be subject to the approval of the Municipal Engineer.
29. Prior to any blasting for the installation of the Works, the Owner shall notify the Municipal Engineer in writing at least twenty-four (24) hours before the start of blasting, and shall provide a certificate of insurance with the Municipality as an additional insured and satisfactory to the Municipality for damage and liability resulting from the blasting.
30. If any blasting is to be carried out within 120 metres (393 feet) of an occupied building, the Owner shall give written notice of the period of blasting to the occupant at least two (2) days prior to the start of blasting.
31. All drilling shall be wet drilling.

**ACCESS ROADS**

32. The Owner shall, as and where required by the Municipal Engineer, construct and maintain access roads for the purpose of construction of services. The Owner shall maintain these roads to the Municipality's satisfaction, which shall include the construction of Mud Mats, placing of dust palliatives, the removal of mud and other materials carried out onto paved streets within and adjoining the draft plan, and the repair to the satisfaction of the Municipal Engineer of any damage caused. If roads are not maintained to the Municipality's satisfaction, the Municipality may take the necessary action to rectify the problem at the Owner's expense. The Owner shall not permit any construction vehicles to use any public streets adjacent to the draft plan if alternate routes are available.
33. The Owner shall not restrict and shall ensure that no person working within the Lands restricts the normal flow of traffic outside the Lands without the prior written consent of the Municipality.

**REPAIR AND RELOCATION OF EXISTING SERVICES**

34. The Owner shall repair any damage caused by the Owner, or any person working for or on behalf of it, to any existing road, structure, services or works owned or operated by the Municipality and shall pay for all costs related to the relocation of any existing utilities or services in or outside the draft plan as may be necessary to accommodate the draft plan.

### **DRAINAGE**

35. The drainage of surface water on the proposed lots and blocks in the draft plan is the sole responsibility of the Owner and, subject to the provisions of Clause 6(j) of this Agreement, the Owner shall comply with the Lot Grading and Drainage Plans as set out in Schedule "E".
36. Subject to the provisions of Clause 6(i) of this Agreement, the Owner shall construct all Works in accordance with the Lot Grading and Drainage Plans and specifications set-out in Schedule "E", and Municipal Specifications, and the Owner shall maintain sufficient interim drainage and outlets to provide adequate drainage including the installation and removal of culverts when required by the Municipal Engineer, until a Final Certificate of Approval of the Works has been issued for the Works within the Owner's Lands.
37. The Owner agrees that if the drainage works result in drainage or a change of drainage through private third party lands, all work shall be carried out with the approval of and to the satisfaction of the private owners affected and the Municipal Engineer. Any easements acquired by the Owner over third party lands for that purpose shall be conveyed to the Municipality.
38. The Owner shall not interfere with any existing drain or water course except in accordance with the Lot Grading and Drainage Plans or with the prior written permission of the Municipal Engineer, but any interference shall not relieve the Owner of responsibility for any damage caused by the interference and the Owner shall indemnify the Municipality against any claims against the Municipality relating to the damage.

### **CONSTRUCTION REFUSE AND FILL**

39. The Owner shall promptly dispose of all construction refuse and debris according to the waste disposal and recycling by-laws of the Municipality in effect from time to time. If refuse is not removed within forty-eight (48) hours' notice from the Municipality, the Municipality may remove the refuse and debris at the expense of the Owner.
40. The Owner shall not deposit or permit to be deposited surplus fill on public lands. Furthermore the Owner shall not remove or permit to be removed, any fill, top soil, trees or shrubs from public lands, other than roads, without the written consent of the Municipal Engineer.

### **COMMENCEMENT, PROGRESS AND COMPLETION OF WORK**

41. The Owner shall not start construction of the Works until the Municipal Engineer has received at least seventy-two (72) hours prior written notice of the intention to commence work, and should for any reason there be a cessation or interruption of work, the Owner shall not resume work until at least forty-eight (48) hours written notice of the intention to resume is again given to the Municipal Engineer.
42. The Owner consents to the Municipality or any person acting as their respective agent to enter on the Lands at any time during the term of this Agreement for the purpose of exercising any authority or right of the Municipality under this Agreement, and any entry upon the Lands by the Municipality or its agents shall be as agent for the Owner and shall not be construed for any purpose whatsoever as an acceptance or assumption of the Works by the Municipality.

### **INSPECTION AND TESTING OF WORKS**

43. During construction and maintenance of the Works, the Municipal Engineer may inspect the work in hand at such times and with such duration and frequency as the nature of the construction and maintenance may dictate, and may order such tests of the Works as the Municipal Engineer considers advisable to ensure that the Works are being constructed and maintained in accordance with this agreement. If during inspections or testing the Municipal

Engineer perceives that construction or maintenance, whether by method or otherwise, is not progressing in a reasonable and diligent manner, or that the Owner have abandoned the Works, or that the condition of the Lands constitutes a potential danger to life or property, or that the construction or maintenance does not conform to acceptable practice in order to meet Municipal Specifications, or that any part of the Works has been connected to the Municipality's water works or sewage works prior to an approval being granted under the *Ontario Water Resources Act*, the Municipal Engineer shall have the authority to order stop work by verbal notice to the contractor and/or the Owner's consulting engineer, such notice to be confirmed in writing as soon as possible thereafter, to order such remedial action as the Municipal Engineer considers advisable or, if such remedial action is not undertaken in a timely and diligent manner, to enter onto the Lands for the purpose of causing the remedial work to be done. Neither the Municipality nor the Municipal Engineer shall be liable for any damages resulting from a stop work order or taking any remedial action in accordance with the provisions of this Agreement. The Owner shall deliver a copy of this clause to each and every contractor engaged in construction of the Works.

44. Any work not examined to the satisfaction of the Municipal Engineer prior to backfilling shall be excavated at the Owner's cost.

#### **EMERGENCY REPAIRS**

45. Employees or agents of the Municipality may enter onto the Lands at any time or from time to time prior to registration of the plan of subdivision for the purpose of making emergency repairs to any of the Works or taking such remedial action as the Municipal Engineer deems advisable for the purpose of protecting against a hazardous or unsightly condition, or disconnecting any part of the Works that has been connected to the Municipality's water works or sewage works prior to an approval being granted under the *Ontario Water Resources Act*, and such entry and repair shall not be deemed an acceptance of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Owner from any obligations under this agreement. The Owner shall pay all costs for such emergency repairs or remedial work and the Municipality may apply any security held by it on account of such costs.

#### **USE OF WORKS BY MUNICIPALITY**

46. Upon approval being granted under the *Ontario Water Resources Act*, the Works may be used by the Municipality or any other authorized persons prior to registration of the plan of subdivision for the purposes for which the Works were designed. Such use shall not be deemed an acceptance of the Works by the Municipality and shall not in any way relieve the Owner of its obligations with respect to the construction and maintenance of the Works, but the Owner shall not be liable for any negligent conduct of the Municipality, its servants, agents or employees.
47. The Owner further acknowledges that the Municipality may inadvertently damage or interfere with the Works in the course of using them, and the Owner hereby waives all claims against the Municipality that it may have arising from normal and reasonable use, interference or damage.

#### **WINTER ROAD MAINTENANCE**

48. The Owner shall be responsible for all winter road maintenance on the Lands.

#### **WARRANTY OF WORKS**

49. The Owner shall maintain the Works other than hydro, telephone and other utility company facilities until a Final Certificate of Approval of the Works has been issued for the Works within the Owner's Lands.
50. A two year warranty period on the asphalt will start only after the subdivision agreement is in place and once the final lift of asphalt has been completed. The Municipality will retain

100% of the total cost of the surface lift of asphalt.

### **CLOSED CIRCUIT TELEVISION EXAMINATION OF SEWERS**

51. A video examination throughout the entire length of the sanitary and storm sewers including laterals shall be carried out at the expense of the Owner immediately prior to application of the final lift of asphalt. Prior to any video examination, the Owner shall remove all heavy silts, clays, sludges and other foreign material which may have become lodged within the sewers. The video record shall be provided on a USB and unedited. The USB shall indicate start points and distances from the starting points of the video inspection. A paper copy of the report shall accompany, and be included on, the USB and be comprised of the following components:
  - (a) Size of pipe;
  - (b) Type of pipe;
  - (c) Length of pipe;
  - (d) Municipality's manhole numbering system and where possible, a corresponding house number;
  - (e) Run length to be from manhole to next manhole;
  - (f) Condition of the manhole;
  - (g) Picture of all problem areas with meterage;
  - (h) A key map indicating manhole numbers; and
  - (i) Location of all services.
52. Upon receipt of the USB and written report, the Municipal Engineer will determine the extent of repairs, if any, required by the Owner in order to bring the sewers up to Municipal Specifications. Repairs required to be carried out by the Owner shall be done under the supervision of the Municipal Engineer and a further video examination may be required by the Municipal Engineer.

### **ENGINEERING SERVICES**

53. The Owner shall employ an engineer licensed and in good standing with the Ontario Society of Professional Engineers to supervise all engineering functions including but not limited to:
  - (a) the preparation of calculations, contours, designs, plans and specifications;
  - (b) the preparation and furnishing of all required drawings;
  - (c) the preparation of the necessary contracts;
  - (d) the obtaining of all required federal, provincial and municipal approvals;
  - (e) confirmation of the field layout;
  - (f) contract administration and full or part time supervision of all Works as may be required by the Municipality;
  - (g) To ensure that the works are constructed as per the approved engineering drawings, the owner's engineer shall take responsibility for the maintenance of all records of construction and upon completion to advise the Municipal Engineer of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipal Engineer;
  - (h) acting as the Owner's representative in all matters pertaining to the construction; and
  - (i) the co-ordinating and scheduling to comply with the timing provisions of this agreement and the requirements of the Municipal Engineer for the Works.
54. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Works as the Municipal Engineer may require. No contract shall be awarded and no work shall commence or be continued without the prior written approval of the design and supervision of the work by the Municipal Engineer, or the Owners Engineer where directed by the Municipality.
55. The Municipal Engineers determination of whether the Works have been constructed according to Municipal Specifications shall be final, subject to the arbitration mechanisms contained within this agreement.

### **MATERIALS TESTING**

56. The Municipal Engineer may require any qualitative or quantitative tests of any materials which have been or are proposed to be used in the construction of the Works, or may require soil tests to be carried out at the Owner's expense but this shall not relieve the Owner of its responsibility to carry out any tests required by good engineering practice.

### **ZONING AND BUILDING RESTRICTIONS**

57. Nothing in this agreement shall relieve the Owner of any obligation to comply with all applicable zoning and building by-laws in effect from time to time.
58. All construction within the draft plan shall be carried out in accordance with any noise by-law of the Municipality which may be in effect from time to time.

### **SPECIAL CONDITIONS**

59. In addition to all other provisions of this agreement, the Owner shall be bound by those special conditions set out in Schedule "J" attached hereto.

### **OWNERS' LIABILITIES AND INDEMNITY**

60. The Owner shall indemnify the Municipality against any and all actions, causes of action, suits, claims, demands, costs and expenses (including damages, fines and legal costs on a full recovery basis) which may arise directly or indirectly by reason of or which may in any way be attributable to the Owner's decision to install the Works prior to an approval being granted under the *Ontario Water Resources Act* and prior to final approval of the Plan of Subdivision, or the Municipality's decision to grant permission to construct the Works on the Plans under this Agreement.

### **OWNER'S EXPENSE**

61. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the draft plan or the construction of the Works and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.

### **MUNICIPALITY'S LEGAL, PLANNING, ENGINEERING AND ADMINISTRATIVE COSTS**

62. The Owner agrees to pay the reasonable legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the draft plan including but not limited to the preparation of this agreement and all plans and specifications, and the supervision and inspection of the Works and the Municipality shall provide copies of any invoices for such costs.

### **PAYMENT OF ACCOUNTS**

63. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.
64. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on

the outstanding amount.

### **FINANCIAL REQUIREMENTS**

65. The owner hereby acknowledges and agrees that should there be a deficiency and/or failure to carry out any work or matter required by any clause of this agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the owner fails to comply, within thirty (30) days' written notice, with a direction to carry out such work or matter, the municipality may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs or expenses incurred thereby from the proceedings so drawn.
66. As a condition of this Agreement and without which this Agreement shall have no effect, the Owner shall deposit with the Treasurer of the Municipality as security for the performance of the Owner's obligations under this Agreement, an irrevocable and automatically renewable security issued by a Canadian chartered bank or any other similar form of security issued by a financial institution acceptable to the Municipality in a form approved by the Municipality and in an amount equal to fifty percent (50%) of the estimated cost of the Works as set out in Schedule "B".
67. The Municipality shall reduce securities upon completion of a satisfactory inspection by the Municipality and certification by the Owners Engineer of completed works. At no time shall the retained securities be less than the reasonably expected costs to complete and maintain the remaining Works. The Owner must also provide satisfactory documentation to the Municipality, including records of paid invoices and estimates of the balance of remaining works from their Engineer, as well as proof that the Owner and his agents have met the requirements of the Construction Liens Act and WSIB.

### **INSURANCE**

68. As a condition of this Agreement, the Owner shall keep in force until a Final Certificate of Approval of the Works has been issued under a subdivision agreement for the final plan of subdivision for the Owner's Plans, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality, that provides insurance coverage in respect of any one occurrence to the limit of at least five million dollars (\$5,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. The policy shall name the Municipality and its agents as additional insured.
69. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons or damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Owner, or its servants or agents during the construction or maintenance of the Works. The policy shall include completed operations coverage liability, blanket written contractual liability with respect to non-owned licensed vehicles and shall have no exclusion pertaining to shoring, blasting (unless a separate certificate of insurance for blasting is provided prior to the start of blasting), excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading. The issuance of a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Municipality may be held responsible.
70. The Owner shall provide the Municipality with a Certificate of Insurance in a form satisfactory to the Municipality together with such proof as the Municipality may require that all premiums on the policies of insurance have been paid and that they are in full force and effect. If the Owner fails to pay premiums or otherwise keep the policies in force, the Municipality may pay premiums or take out additional policies as it considers necessary and the Owner shall pay all costs incurred by the Municipality.

### **CONSTRUCTION LIENS**

71. The Owner shall hold back from its payment to any persons who may supply services or materials in connection with the construction or maintenance of the Works, all amounts required by the *Construction Lien Act*, and shall indemnify the Municipality against any claims, actions or demands in connection with the Works and all costs reasonably incurred by the Municipality as a result thereof.
72. If any lien is claimed pursuant to the *Construction Lien Act* for the supply of services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall be considered in default under this agreement and shall continue to be in default until all liens are discharged, and the Municipality may, in its absolute discretion, use the security deposited by the Owner to pay into court any amounts required to discharge all liens plus costs.
73. The Owner shall have the certificate or declaration of its engineer that construction of the Works has been substantially performed published in a construction trade newspaper in accordance with the *Construction Lien Act* and shall provide the Municipality with proof of publication, but neither the issue or publication of such certificate or declaration shall impose any obligation on either the Municipality or the Municipal Engineer to issue either a Temporary Certificate of Approval of Underground Services or a Temporary Certificate of Approval of the Works.

#### **DEFAULT PROVISIONS**

74. Whenever the Owner is deemed by the terms of this Agreement to be in default, the Municipality will make best efforts, unless prevented by urgent circumstances, to give the Owner notice of the default including a brief description of the remedial action required and the date by which such remedial action shall be completed.
75. If the Owner fails or refuses to remedy the default within the time prescribed in the notice, the Municipality shall have the right in addition to any other remedies available to it and without further notice to the Owner to enter onto the lands for the purpose of remedying the default and to use any security held by on account of the cost of remedying the default, and to recover all costs and damages incurred by and all amounts owing to the Municipality.

#### **ARBITRATION**

76. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Municipal Arbitrations Act, R.S.O. 1990, c. M48 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
77. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

#### **TIME OF THE ESSENCE**

78. Time shall be of the essence of this agreement.

#### **LEGAL NOTICE TO OWNER**

79. Any notice required to be given by the parties to this Agreement shall be given by registered mail at the address for service of the parties on the title page of this agreement, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.

### **FURTHER ASSURANCES**

80. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions of this Agreement.

### **SUCCESSORS AND ASSIGNS**

81. The Owner shall not assign this Agreement without the prior written consent of the Municipality.
82. This Agreement shall be binding upon and enure to the benefit of the parties hereto and its heirs, executors, administrators, successors and assigns.

### **ENFORCEMENT**

83. The owner acknowledges that the municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this agreement in accordance with Section 446 of the Municipal Act, 2001.

### **REGISTRATION OF AGREEMENT**

84. The owner hereby consents to this agreement, together with any schedules thereto, being registered against title to the lands. The covenants, agreements, conditions, and undertakings contained on the part of the owner shall run with the lands and shall be binding upon it, its successors and assigns, owners and occupiers from time to time and that covenant shall be to the benefit of the municipality, and its lands and highways pertinent and adjacent to the lands.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as at the date first set out above.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE  
MUNICIPALITY OF TRENT HILLS**

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

We have the authority to bind the corporation

>>Name of Owner<<

Per:

---

I/We have authority to bind the corporation

**SCHEDULE "A" OF PRE-SERVICING AGREEMENT**

**DESCRIPTION OF LANDS**

**Owner's Lands**

**WORKS TO BE CONSTRUCTED****'SAMPLE'****SITE GRADING**

Erosion and Soil Protection c/w Silt Fencing, Straw and/or Rip Rap  
Check dams

Removal of any Existing Asphalt Pavement

Strip Topsoil

Excavate and Grade Road Subgrade and

Drainage Swales Redistribute any Surplus Fill

on Site and Ensure Positive Drainage Rough

Grade Lots and Ensure Positive Drainage

Restore Cleared Area as soon as possible with Topsoil and Hydroseeding

Topsoil and Sod Lot Grading Swales

Topsoil and Sod Municipal Boulevards

**MUNICIPAL SERVICES**

Install Watermain, Sanitary Sewer and Storm Sewer c/w Appurtenances

Test in accordance with Provincial and Municipal Standards

CCTV Inspection of Sanitary Sewer and Storm Sewer

Install Electrical, telephone, Cogeco and Natural Gas Utilities

**ROADWORK**

Excavate native soil

Supply Place Concrete Curb & Gutter (Provide Temporary Asphalt

Gutter at Catchbasins) Supply Place Concrete Sidewalk

Supply, Place and Compact Base and Surface Course Asphalt

Supply and Place Street Lights

Supply and Place Street Signage

**SCHEDULE 'B' OF PRE-SERVICING AGREEMENT  
(CONTINUED)**

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**COST OF WORKS**

The parties agree that the estimated total construction cost associated with the Works is \$..... (excluding HST) as detailed in Schedule 'C' to this agreement.

**TOTAL SECURITY WILL BE CALCULATED AT 50% OF THE TOTAL CONSTRUCTION COST = \$.....**

Connections to Municipal water and sanitary sewer systems will not be completed until approval has been received under the *Ontario Water Resources Act*.

The Parties agree that the required security shall be provided by the Owner and that the Owner shall be entitled to a release of the security in accordance with terms set out in other sections of this Agreement.

SCHEDULE "C" OF PRE-SERVICING AGREEMENT  
DESCRIPTION OF PHASES

Works will be completed for the Owners property further described as >>Description<<

‘SAMPLE’  
PUBLIC WORKS & UTILITIES COST  
ESTIMATE

In accordance with the provisions of the Subdivision Agreement, the Owner has covenanted and agreed to construct, install or otherwise provide the following municipal services, works, facilities and amenities:

	QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
<b>UNDERGROUND SERVICES</b>				
<b>SANITARY SEWER</b>				
Sanitary Sewer 200 mm PVC DR-35	72	m.	\$210.00	\$15,120.00
Sanitary Manholes 1200mm dia.	7.8	vm.	\$1,600.00	\$12,480.00
Sanitary Service Laterals 125mm	80	m.	\$100.00	\$8,000.00
Connect into Exist. San. Sewer	----	Lump Sum	----	\$3,000.00
Television Inspection of Sewers	----	Lump Sum	----	\$3,000.00
			Subtotal	\$41,600.00
<b>WATERWORKS</b>				
200 mm PVC cl 150 Watermain	126	m.	\$200.00	\$25,200.00
200 mm Gate Valve c/w Valve Box	2	ea.	\$2,000.00	\$4,000.00
Connect to Existing	2	ea.	\$5,000.00	\$10,000.00
Water Service Pipe 20mm	86	m.	\$30.00	\$2,580.00
Water Service Sets 20mm	8	ea.	\$700.00	\$5,600.00
			Subtotal	\$47,380.00
<b>STORM SEWER</b>				
Storm Sewer 600 mm Rib HDPE Pipe	84	m.	\$400.00	\$33,600.00
Storm Manhole 1200 mm dia.	3.5	ea	\$1,600.00	\$5,600.00
Catch Basin 600 mm x 600 mm	4	ea	\$2,500.00	\$10,000.00
Catch Basin Laterals 300 mm dia.	45	m.	\$200.00	\$9,000.00
Connect into Exist. Storm Sewer	2	ea	\$2,000.00	\$4,000.00
Television Inspection of Sewers	----	Lump Sum	----	\$2,000.00
			Subtotal	\$64,200.00
			<b>UNDERGROUND SUBTOTAL</b>	<b>\$153,180.00</b>
<b>ABOVE GROUND SERVICES ROAD</b>				
<b>WORK</b>				
Earth Excavation / Fill	500	c.m.	\$5.00	\$2,500.00
Granular "B" Type 1	900	tonne	\$16.00	\$14,400.00
Granular "M"	500	tonne	\$22.00	\$11,000.00
Subdrains	250	m.	\$15.00	\$3,750.00
Concrete Curb & Gutter	250	m.	\$55.00	\$13,750.00
Asphalt Paving - 50mm Binder HL 8	140	tonne	\$105.00	\$14,700.00
- 40mm Surface HL 3	110	tonne	\$120.00	\$13,200.00
Concrete Sidewalk	182	s.m.	\$80.00	\$14,560.00
Street Light Concrete Pole c/w Luminaires	2	ea	\$4,000.00	\$8,000.00
			Subtotal	\$95,860.00
			<b>ABOVE GROUND SUBTOTAL</b>	<b>\$95,860.00</b>
<b>LOT GRADING</b>				
Siltation Fence	180	m	\$10.00	\$1,800.00
Grade, Topsoil & Sod Swales	150	s.m.	\$35.00	\$5,250.00
			<b>LOT GRADING SUBTOTAL</b>	<b>\$7,050.00</b>
			<b>TOTAL CONSTRUCTION COST</b>	<b>\$256,090.00</b>
			HST	\$33,291.70
			<b>TOTAL</b>	<b>\$289,381.70</b>

The Parties agree that the estimated total cost associated with the Works is >>Amount<<. These construction costs are on-site works. On-site works shall have 50% of >>Amount<< deposited as security with the Municipality. This estimate includes the works on the Owners land as well as the connection to existing Municipal systems.

The Parties agree that the required security shall be provided by the Owner and that the Owner shall be entitled to a release of the security in accordance with terms set out in other sections of this Agreement

**SCHEDULE "D" OF PRE-SERVICING AGREEMENT**  
**TIME SCHEDULE FOR CONSTRUCTION OF WORKS**

Schedule of Works is estimated to be between >>Dates<<

**SCHEDULE “E”**  
**PLANS FOR WORKS TO BE CONSTRUCTED**

THE ORIGINAL PLANS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE NOW ON FILE IN THE MUNICIPAL OFFICES AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.

**SCHEDULE "F" OF PRE-SERVICING AGREEMENT**

N/A

**SCHEDULE "G" OF PRE-SERVICING AGREEMENT**

N/A

**SCHEDULE "H" OF PRE-SERVICING AGREEMENT****GRANTS OF EASEMENT AND OTHER PUBLIC LANDS****LANDS to be DEEDED FOR ROAD EXTENSION**

Lands within the subdivision will be a strip along the north limit of Lot 5 on draft M-plan attached, 1.5 metres at the street and 2 metres at the rear.

**EASEMENT LANDS**

1. Part of Lot 21, 39M-851 shown as Part 1 on draft R-Plan attached
2. Part of Lot 3, 39M-920 shown as Part 1, 39R13774

N/A

**SCHEDULE "J" OF PRE-SERVICING AGREEMENT****SPECIAL CONDITIONS****STAGED CONSTRUCTION**

1. Despite anything in this agreement to the contrary, the Owner shall not construct any portion of the Works until the Municipal Engineer has given written approval for the construction of the Works, which approval may be limited to some or all of the remainder of the Works and on such terms and conditions as the Municipal Engineer deems advisable.

**CESSATION OF WORK**

2. If the final plan of subdivision for the Owner's Lands has not been registered within six months of the date of this Agreement, the Municipality shall have the right to order the Owner to cease construction of all or part of the Works on such conditions as the Municipal Engineer deems advisable until the final plan of subdivision has been registered.

**REPLACEMENT OF AGREEMENT BY SUBDIVISION AGREEMENT**

3. Upon registration of the final plan of subdivision and a Subdivision Agreement between the parties in respect of the Owner's Lands, this Agreement shall no longer be of any force or effect and all of its terms and conditions shall be subsumed into the Subdivision Agreement and the provisions of the Subdivision Agreement shall prevail with respect to the Owner's Lands. For greater certainty, any financial security or certificate of insurance delivered by the Owner to the Municipality on account of the Owner's obligations under this Agreement shall continue to be held by the Municipality on account of the Owner's obligations to provide financial security and proof of insurance under the Subdivision Agreement.

**AGREEMENT TO AUTHORIZE ON-SITE INSPECTIONS**

4. The Owner agrees to authorize Municipality of Brighton Staff or their agents to enter onto the property to inspect the construction of the works. The Town may charge fees for inspections.
5. An insurance clearance naming the Municipality of Brighton and its agents must be provided to the Municipality.

**SITE PLAN AGREEMENT (MAJOR)**

**THIS AGREEMENT** made this >>>Day<<< day of >>>Month<<<, <<<Year<<<.

**B E T W E E N:**

>>>Name of Owner<<<

(hereinafter called the “Owner”)

-and-

**THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS**

(hereinafter called the “Municipality”)

**WHEREAS** the Owner has represented to the Municipality that the land described in Schedule “A” hereto is owned by it as stated in the solicitor's certificate attached to this Agreement as Schedule “B”;

**AND WHEREAS** by an application dated >>>Date<<<, the Owner applied to the Municipality for site plan approval in respect of its development of the land described in Schedule “A”;

**AND WHEREAS** the Municipality approved the plans and drawings submitted with the Owner's application on >>>Date<<<, subject to certain conditions;

**AND WHEREAS** the Municipality provided approval of the Owner's application subject to the Owner entering into an agreement as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P.13;

**AND WHEREAS** subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies in order to secure the provision of works, facilities or matters referred to in subs. 41(7) and (8) of the *Planning Act* and the construction of the development in accordance with the approved plans and drawings;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

**PART I**  
**GENERAL**

**1. Subject Lands**

The lands affected by this Agreement are as follows:

>>>>>>>>Description of Property<<<<<<<<, in the Municipality of Trent Hills, in the County of Northumberland, more particularly described in Schedule “A” attached hereto, hereinafter referred to as (“the Lands”).

**2. Schedules**

- The following schedules are attached hereto and form part of this Agreement: “SCHEDULE A” being a description of the lands affected by this Agreement.
- “SCHEDULE B” being a Solicitor's Certificate of Ownership of the subject lands.
- “SCHEDULE C” being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided.
- SCHEDULE D” being a listing of lands to be conveyed, dedicated or transferred to the Municipality.
- “SCHEDULE E” being a schedule of letters of credit to be obtained and filed with the Municipality by the Owner, upon execution of this Agreement.
- “SCHEDULE F” being a schedule for the release/reduction of letters of credits by the Municipality to the Owner.
- “SCHEDULE G” being copies of the approved plans and drawings referred to in Part II of this Agreement.

**PART II**  
**APPROVED PLANS**

**3. Approved Plans and Drawings**

The Municipality has approved the following plans, drawings and correspondence that are attached hereto and form part of this Agreement:

- 3.1** Site Plan (Dwg. >>#<<) – >>>>Prepared by <<<<, >>>Date<<< last revision date >>>Date<<<.
- 3.2** Grading Plan (Dwg. >>#<<) – >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
- 3.3** Landscape Plan (Dwg. >>#<<) – >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
- 3.4** Landscape Details (Dwg. >>#<<) – >>>>Prepared by <<<<, >>>Date<<< last revision date >>>Date<<<.
- 3.5** Building Exterior Elevations, >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above-referenced plans and drawings.

#### **4. Approved Structure(s)**

The Owner acknowledges that the Municipality's review and approval of the submitted plans and drawings is on the basis of a proposal for the construction of >>>> project reference<<<<. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the plans or drawings noted above and no construction shall take place contrary to such plans and drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said plans and drawings shall comply with all relevant provisions of the building or zoning or other by-law or laws of the Municipality, and all regulations or laws of any other governmental body.

#### **5. Conformity with Agreement**

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the approved Site Plan, all other plans and specifications submitted to and accepted by the Municipality and by such other agencies or approval authorities as may be applicable.

### **PART III**

#### **TERMS & CONDITIONS**

#### **6. Compliance with Building Code**

The Owner acknowledges that compliance with all of the provisions of the *Ontario Building Code* is mandatory.

#### **7. No Unauthorized Subdivision or Severance**

The Owner covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the *Planning Act* or any other similar legislation.

#### **8. Building Permits**

The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands.

#### **9. Construction Lien Act**

The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the *Construction Lien Act*. The Owner agrees to indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, save and except for any claims, demands, actions, causes of action and costs resulting from the negligence of the Municipality, its employees, servants, elected officials, contractors and agents, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the services.

#### **10. Occupancy**

(a) The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all works required under this Agreement are completed in accordance with the requirements of the *Ontario Building*

Code, the applicable zoning by-law and any other municipal by-laws, and that the internal water distribution and sanitary sewer collection have been tested and approved and are operating in accordance with the conditions established by the Municipality.

(b) To ensure compliance with Subclause 8 above, the Owner covenants and agrees that the Municipality may draw upon any security the Owner has provided to the Municipality up to the amount of >>>> <<<< if, in the opinion of the Director of Planning and Development, a building or part thereof is occupied contrary to said provision.

(c) In the event that a building or unit is occupied otherwise than in accordance with the provisions of Subclause 8, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality.

## **11. Professional Engineer**

The Owner covenants and agrees to retain a Professional Engineer (hereinafter referred to as the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports that are to be submitted to the Municipality for its approval.

The Owner's Engineer will be required to inspect and certify to the Municipality that all internal and external services, grading, and storm water management requirements have been constructed in accordance with the approved Engineering Drawings and reports, prior to the reduction of the Letter of Credit held for engineering-related works. The certificate, or certificates, shall be in a format acceptable to the Municipality. The Municipality may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.

## **12. Entry by Municipality**

The Municipality may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any works, services or facilities required to be provided, constructed or installed by the Owner comply with this Agreement.

## **13. Maintenance of Internal Works & Facilities**

The Owner covenants and agrees that once all works, services and facilities required to be provided, constructed or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications and in a good and workmanlike manner, it shall maintain such works, services and facilities in the approved condition until this Agreement is amended or otherwise released from title. In the event that any of the internal works, services or facilities are not being maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement. The term for maintenance of internal works and facilities should be set at two (2) years for consistency with the maintenance window of the storm water management, garbage collection, and left turn lane.

## **14. General Conditions**

The Owner covenants and agrees as follows:

### ***Access Facilities***

(b) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road

(c) Not to permit any approach ramps and driveways across the untravelled portion of any road allowance owned by the Municipality unless such approach ramps are paved to the Municipality's specifications

(d) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the approved plans and drawings.

(e) To provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Municipality's Fire Chief or his designate and to satisfy any other requirements of the Fire Department at the Owner's expense.

### ***Parking and Loading Facilities***

(f) To pave with asphalt, concrete or any other surface material all parking, loading and walkway areas on the Lands to the Municipality's specifications. No parking or loading shall be permitted on any part of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All paved parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.

### ***Walkways (if required)***

(g) To construct and maintain an unobstructed pedestrian walkway as depicted in grading plan >>> <<< attached as Schedule "G".

### ***Facilities for the Disabled***

(h) To design all accesses to and from the building so as to be accessible for persons with disabilities.

### ***Lighting Facilities***

(i) To design light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.

### ***Landscaping***

(j) To complete landscaping and planting on the Lands in accordance with the approved Landscape and Planting Plans.

(k) To retain a landscape architect for landscape construction site inspection and project control to ensure compliance with the Agreement and the approved Landscape Plan and to retain an arborist to ensure compliance with the approved Planting Plan

### ***Garbage Collection***

(l) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park-lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of forty-eight (48) hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner will be charged for all expenses incurred by the Municipality and the Owner further agrees that the Municipality may make such charge against the security filed with the Municipality in accordance with Clause 18.

(m) To design, prior to construction, a waste management system for the collection, storage and disposal of waste and recyclable materials, to implement such system and to maintain same for a period of two (2) years following full occupancy of the approved structure(s) to the satisfaction of the Municipality. Recyclable materials include, but are not limited to, container metals and glass, 2L soft drink bottles, newsprint, fine paper, wooden

skids, corrugated cardboard, and any other materials not mentioned but capable of being recycled.

(n) To provide internal recycling and garbage areas sufficient to contain the required number of containers and/or materials.

### ***Easements (if required)***

(o) To convey to the Municipality the easements set out in Schedule “D” for the construction, maintenance and improvement of watercourses, ditches, land drainage works, sanitary sewage facilities and other public utilities.

(p) To obtain written confirmation from the appropriate entities that all public utility requirements for the Lands, including but not limited to telephone, telecommunications, cable television, hydro-electric power, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.

### ***Grading and Water Disposal***

(q) Not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catchbasins connected to a Municipality storm sewer and the grades and drainage facilities shall be so established as to provide roof water onto the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Municipality from any liability for excess run-off as a result of construction or development on the Lands.

(r) To obtain approval from the Ministry of the Environment, Conservation and Parks with regard to stormwater management requirements.

(s) To implement and maintain for a period of two (2) years from the date of certification of substantial completion an on-site storm water management system designed according to the policies and criteria of the Municipality and to indemnify and save harmless the Municipality from actions, claims and/or suits whatsoever, which may arise out of the implementation and/or lack of maintenance of the storm water management system.

(t) To implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Municipality and to allow the Municipality and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.

### ***Snow Removal***

(u) To provide regular removal of snow from the site or to provide sufficient snow storage areas on the Lands, and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.

### ***General Provisions***

(v) To file with the Municipality, following completion of construction of any services a complete set of “as constructed drawings” for the services, including one complete set of “as constructed drawings” on mylar drawing paper.

(w) To provide mylars (*or in an alternative form acceptable to the Municipality*) of each plan incorporated into this Agreement as a schedule for registration purposes at the time of execution of this Agreement.

(x) That no trailer or other vehicle bearing advertising information or identification related to a business use on the Lands, shall be located, kept or maintained in any yard adjacent to a street.

(y) To provide, during all hours of construction, competent on-site supervision of all works required to be done on all public and private lands and building construction to be undertaken on the Lands.

(z) That no signage, satellite dishes, antennae or associated equipment rooms will be permitted on the roof and that all permitted roof-top equipment shall be adequately screened from view.

(aa) To verify the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.

(bb) To erect solid hoarding surrounding the construction on the Lands and to maintain same until final completion of construction.

(cc) To make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities required under this Agreement.

(dd) To comply with all provisions of the Municipality's noise by-law.

#### **PART IV**

#### **SPECIAL TERMS & CONDITIONS**

### **15. External Services**

The Owner covenants and agrees to provide, construct, install or pay for the following external municipal services:

(a) >>>Provide itemized list and any Corresponding Reference to Approved Plans<<<.

The Owner acknowledges that notwithstanding that the above-noted services may be external to the Lands, it derives a direct benefit from the provision, construction and installation of such services and that the development proposed hereunder could not be accommodated without the existence of such services.

The Owner covenants and agrees to provide, construct and install the above-noted services to the standards and specifications required by the Municipality under the direction and supervisions of the Engineer who will certify completion of the services to the satisfaction of the Municipality.

The Owner covenants and agrees to construct or install all external works, services and facilities to the satisfaction of the Municipality, in accordance with all municipal specifications and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of such external works, services and facilities and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion. The Owner covenants and agrees that it will promptly and properly repair all defects in such external works, services or facilities to the complete satisfaction of the Municipality.

The Owner acknowledges that any action taken by the Municipality or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external works, services or facilities herein required to be constructed or installed, during the guarantee and maintenance period is being done without prejudice to the Municipality's right to enforce the guarantee and maintenance provisions of this Agreement.

**PART V**  
**FINANCIAL CONDITIONS, SECURITY AND INSURANCE**

**16. Processing and Approval Fees**

The Owner covenants and agrees to pay to the Municipality its costs of administering this Agreement as well as the reasonable costs of consultants required to prepare this Agreement.

**17. Letter of Credit**

- (a) In order to guarantee compliance with all conditions contained herein, with the exception of non-occupancy as noted in Section 8, the Owner covenants and agrees to file with the Municipality upon execution of this Agreement, a letter or letters of credit in the amount(s) set out in Schedule "E" hereto. The letter(s) of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter(s) of credit shall be kept in full force and effect and that it will pay all premiums as the said letter(s) of credit becomes due or until such time as the Municipality returns the letter(s) of credit in accordance with Schedule "F" hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter(s) of credit to the extent necessary and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the letter(s) of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding Schedules "E" and "F" to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is satisfactorily completed or the Municipality has sufficient security to ensure that such work will be completed.
- (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.
- (e) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any letter(s) of credit required under this Agreement until the new owner files with the Municipality a substitute letter of credit or such other security as may be permitted in the required amounts.

**18. Insurance**

The Owner shall provide to the Municipality, on or prior to the execution of this Agreement, a general comprehensive liability insurance policy in the amount of Five Million (\$5,000,000.00) Dollars in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Owner. The policy shall contain a cross-liability clause naming the Municipality as a co-insured. The policy shall be maintained in full force and effect until the public works have been assumed by the Municipality. In the event that any renewal premium is not paid, the Municipality, in order

to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within ten (10) days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits.

## **PART VI**

### **ADMINISTRATION**

#### **19. Notice**

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

**>>>Name and Address of Owner<<<**

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

**Municipality of Trent Hills, 66 Front Street South, P.O. Box 1030,  
Campbellford, Ontario K0L 1L0**

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

#### **20. Registration of Agreement**

The Owner hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

#### **21. Postponement and Subordination**

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

#### **22. Enforcement**

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.

## **23. Other Applicable Laws**

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

## **24. Termination of Agreement**

If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Municipality, but under no circumstances will interest be paid on any refund.

## **25. Interpretation of Agreement**

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the context otherwise requires, including the payment of any applicable taxes (including GST).
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

## **26. Waiver**

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.

## **27. Extension of Time**

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

28. No Challenge to Agreement

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

29. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

30. No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

31. Successors and Assigns

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND  
DELIVERED

)  
) >>>>Owner<<<<  
)  
) \_\_\_\_\_ c/s  
) Name:  
) Title:  
) I have authority to bind the corporation  
)  
)  
) THE CORPORATION OF THE  
) MUNICIPALITY OF TRENT HILLS  
)  
) \_\_\_\_\_  
) Mayor  
) \_\_\_\_\_  
) Clerk  
)  
)

**Schedule “A”**  
**LEGAL DESCRIPTION OF LAND**

**Schedule “B”**  
**SOLICITOR'S CERTIFICATE OF OWNERSHIP**

I,    *Name of Solicitor*  
a Solicitor of Ontario, do hereby certify that >>Name<<is the sole Owner in fee simple of all land described in Schedule “A” to the Site Plan Control Agreement herein referred to.

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:  
*list of encumbrances*

I further certify that >>Name<<is the sole Owner in fee simple of all land to be conveyed to the Municipality pursuant to the said Site Plan Control Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgagees or other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Site Plan Control Agreement.

DATED at >>>>Location<<<<this>>>>Day<<<< day of >>>>Month<<<<, >>>>Year<<<<.

**TO:    *The Corporation of the Municipality of Trent Hills,***  
          **66 Front Street South,**  
          **P.O. Box 1030, Campbellford, Ontario K0L 1L0**

\_\_\_\_\_  
Solicitor for the Owner(s)

**Schedule “C”**

**GRANT OF EASEMENT TO BE CONVEYED TO THE MUNICIPALITY**

“ITEMIZE WITH DESCRIPTION”

**Schedule “D”**  
**SECURITY / LETTER OF CREDIT**

	<u>SECURED WORKS</u>	<u>AMOUNT</u>
1.	Portion of Letter of Credit to be provided by the Owner to ensure completion of landscaping and planting in accordance with the Plans and Drawings. (50%)	\$
2.	Portion of Letter of Credit to be provided by the Owner to ensure completion of all internal works required by this Agreement. (50%)	\$
3.	Portion of Letter of Credit to be provided by the Owner to ensure completion of all external works required by this Agreement. (100%)	\$
	TOTAL	\$

**(ATTACH CONSTRUCTION COST ESTIMATE)**

**Schedule “E”**  
**REDUCTION OR RELEASE OF SECURITY**

**Application for Reduction of Securities**

Prior to the reduction or release of any security held by the Municipality for the works, facilities and matters set out in this Agreement, the Owner must supply the Municipality with the following documentation:

- i. letter of application for reduction/release
- ii. consultant's certificate confirming that services completed;
- iii. as-constructed drawings
- iv. satisfactory evidence of no construction liens filed
- v. workplace safety certificate
- vi. surveyor's certificate
- vii. composite utility plan

**Reduction of Securities**

**(a) Reduction for Internal Services**

Upon the completion of the works, facilities or matters as certified by the Engineer and as accepted by the Municipality, and the receipt by the Municipality of all documents identified above, the Municipality shall reduce the security required under clause 3 of Schedule “E” to Zero (0%).

**(b) Reduction for External and Maintained Works**

Upon the completion of the works, facilities or matters as certified by the Engineer and as accepted by the Municipality, and the receipt by the Municipality of all documents identified above, the Municipality shall reduce the security required under clauses 2 and 4 of Schedule “E” to Twenty Percent (20%).

**(c) Reduction Following Expiry of Maintenance Period**

Upon the satisfactory completion of the maintenance period as noted in clauses 13, 14 and xxx of the Agreement, and the receipt by the Municipality of all the documents identified above, the Municipality shall reduce the security required under clauses 2 and 4 of the Schedule “E” to zero (0) and therewith release or return the security to the Owner or to the issuing financial institution.

**Schedule “F”**  
**APPROVED PLANS AND DRAWINGS**

- 1.     Site Plan (Dwg. No. >><<) – , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
- 2.     Grading Plan (Dwg. >><<) – , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
- .
  
- 3.     Landscape Plan (Dwg. >><<) – , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
- .
  
- 4.     Landscape Details (Dwg. >><<) – , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
- .
  
- 5.     Building Exterior Elevations, , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
- .
  
- 6.     Hwy 2 Left Turn Lane (Dwgs >><<) – , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.
  
  
- 7.     Correspondence from , >>>>Prepared by <<<<, >>>Date<<<. last revision date >>>Date<<<.

SITE PLAN AGREEMENT (MINOR)

THIS AGREEMENT made this >>>Date<<<day of >>>Month<<<, >>>Year<<<.

BETWEEN:

>>>Name of Owner<<<

Hereinafter called the "OWNER"

OF THE FIRST PART

AND

THE CORPORATION OF THE  
MUNICIPALITY OF TRENT HILLS

Hereinafter called the "MUNICIPALITY"

OF THE SECOND PART.

WHEREAS the Owner has represented to the Municipality that the lands described in Schedule "A" attached hereto are owned by it as stated in the Certificate of Ownership attached to this Agreement as Schedule "B", and further warrants that all municipal taxes levied against the lands have been paid and will be paid' as the same falls due;

AND WHEREAS pursuant to the provisions of *The Planning Act*/the Municipality has designated the property as an area for site plan control;

AND WHEREAS the parties desire to enter into a Site Plan Agreement in regard to certain on-site features of the development of the said property and the provision of services thereto>>><<<.

NOW, .THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto for themselves, their heirs, executors; administrators, successors and assigns, do covenant and agree as follows: >>><<<.

In this Agreement:

(a) "Municipal Engineer" means the Engineer for the time being of the Corporation of the Municipality of Trent Hills;

(b) "Owner" includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and an encumbrancer in possession, and may mean more than one Owner as specified in the Certificate of Ownership;

(c) "services" or "facilities" includes sewers, grading, drainage work, roads, curbs, sodding, landscaping, sidewalks, walkways, fencing, signs and their works required to be provided pursuant to this Agreement;

(d) where the context permits, words importing the singular number or the masculine or neuter gender also include more persons, parties or things of the same kind than one, and females as well as males.

1. Subject Lands

The obligations imposed pursuant to this Agreement affect the land described in Schedule "A" hereto and any restrictive covenants expressed herein run with the land and bind successors in title to the said property as well as the successors and assigns of the Owner.

2. The encumbrancer, if any, agrees to satisfy all of the obligations imposed pursuant to this document if it should enter into possession of the said lands.

### 3. Schedules

The following schedules are attached to and form part of this Agreement and no building, structure, or other facility shall be erected, altered, or placed on the said lands except in accordance with the attached Schedules and Plans:

Schedule "C":

- **Pre-Development Statistics & Runoff Patterns –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date  
>>>>Date<<<.

- **Proposed Site Plan & Statistics –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date  
>>>>Date<<<.

- **Proposed Stormwater and Site Grading Plan –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date  
>>>>Date<<<.

Schedule "D"

- **Building Elevations –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date  
>>>>Date<<<.

Schedule "E"

- **Stormwater Management Brief –** >>>>Prepared by <<<<; >>>>Date<<<

Schedule "F"

- **Required Financial Security**

The Owner further agrees to provide the Municipality with any and all plans, information, sketches, surveys or reports as may be requested by the Municipality during the term of this agreement.

4. It is hereby understood and agreed that if construction is not commenced within two years (2) from the date of execution of this agreement, that the Municipality, at its option, may declare the plans in this agreement null and void and require the submission of new plans.

### 5. Conformity With Agreement

The Owner shall perform all the work and provide all the materials necessary for the construction of facilities as outlined in the Schedules and Site Plan which is attached and noted as Schedule "E" to this Agreement.

By the execution of this Agreement, the Owner acknowledges the condition of the property with respect to services to the subject lands and further acknowledges that the Municipality continues to work with the service provider to bring services to the subject lands.

### 6. Access Facilities

The Owner shall prevent damage being caused to existing public highways, other public works, or municipal property in the course of the development of the said lands and shall restore such property to the condition it was in prior to the commencement of development.

### 7. Maintenance

The Owner shall be solely responsible for maintaining all facilities and services subject to this Agreement, in a good state of repair and provide the care and attention necessary to maintain the landscaping in a healthy condition. The Owner shall remove snow from walks,

driveways, and parking lots when the same exceeds three inches (3") in depth. The Owner acknowledges that the area assigned for snow storage is not large enough to accommodate an entire winter's snow storage and agrees to remove snow from the site when the assigned area becomes filled to capacity. The Owner shall cut the grass if it exceeds six inches (6") in height and take reasonable steps to keep the landscaped area clear of weeds. The Owner shall bring all municipal taxes into good standing as at the date of the execution of this agreement and shall keep all municipal taxes levied against the lands and premises described in Schedule "A" in good standing thereafter.

## **8. Excavation**

The Owner shall, during excavation and construction on the site, maintain and keep the site in a satisfactory condition, and without limiting the generality of the foregoing; shall:

- a) prevent any damage to abutting properties from erosion, runoff, surface water drainage or other nuisance; and
- b) keep all construction materials, bags, dust or other debris on the site and clean abutting properties immediately if this obligation is not performed.

## **9. Sale of Lands**

In the event of the sale of the said lands the Owner will obtain the Purchaser's covenant, in writing, to assume full and complete responsibility for the performance of the Owner's continuing obligations under this Agreement including the payment of municipal taxes as the same fall due.

## **10. Costs**

The Owner shall bear all costs and expenses incurred by the Municipality in retaining consultants to provide advice and assistance to the staff of the Municipality in reviewing, considering and analyzing any aspect of the application for approval of development of the land described in Schedule "A" hereto annexed, whether such costs and expenses were incurred prior to execution of this agreement or subsequent to such execution. Without limiting the generality of the foregoing, the Owner specifically acknowledges that the Municipality shall require written confirmation from its consultants that the work illustrated in the schedules referenced in paragraph 3 of this agreement has been inspected when advised that the same has been completed by the Owner and has been found to be in compliance with the approved schedules. The cost of such inspection shall be borne by the Owner and may be deducted from any security held by the Municipality to ensure performance of the Owner's obligations. Upon receiving the aforesaid written confirmation from its consultants, the Municipality covenants and agrees to surrender to the Owner any remaining security which it might hold. The Municipality may require the Owner to deposit with the Municipality financial security in a form satisfactory to the Municipality, sufficient to meet such anticipated costs and expenses. In the event that the Owner fails to deposit such security within 10 days of written demand by the Municipality, the Municipality may discontinue all procedures relating to the development of the lands and may cause the Owner to delay commencement of or cease further work on the project until such time as the requirements of the section have been satisfied.

## **11. Letter of Credit**

The Owner shall deposit with the Municipal Clerk an irrevocable letter of credit in satisfactory form in favour of the Municipality from any Chartered Bank in Canada, for the amount set out in Schedule "F". It shall be on such terms that the Bank shall pay to the Municipality such sums as may be requested from time to time to the maximum limit of the credit without recourse. The letter of credit shall continue to run until the completion date and may be extended at the option of the Municipality if the said services or facilities on the site have not been completed or provided. The letter of credit shall be in such a form that it cannot be revoked unless authorized by the Municipal Clerk and cannot be transferred to any other party.

## **12. Fees**

The Owner acknowledges that this agreement shall not in any way relieve it of responsibility for the payment of fees, levies or other charges imposed by the Municipality or by other levels of government.

## **13. Enforcement**

In the event the Owner fails to install or maintain the facilities covered by this Agreement, or fails to proceed expeditiously, or fails to install the services in accordance with the specifications and requirements of this Agreement, then, upon the Municipal Engineer, or his designate, giving seven (7) days' written notice by prepaid registered mail to the Owner, the Municipality, through its employees, agents, or contractors may, without further notice, enter upon the lands and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities including the repair or reconstruction of faulty work and the replacement of materials which are not in accordance with the plans or specifications and to charge the cost thereof, together with the cost of engineering, and any other reasonable expenses incurred by the Municipality, against the Owner. Such entry and work shall not be deemed as acceptance or assumption of said facilities nor assumption by the Municipality of any liability. It is expressly agreed that the Owner or any person in possession shall not question the cost incurred by the Municipality for labour, materials and all other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in judicial proceedings if such costs are challenged or placed in question. The Owner agrees to permit the Municipal Engineer, or its agents, to enter on the lands at any time to inspect the work. The Municipality may perform any of the required services and collect the cost for the enforcement of this Agreement, as well as for the provision or installation of the requisite services for the said lands, from the security filed by the Owner or may collect the same in the same manner as municipal taxes.

## **14. Entry onto Lands**

The Owner further agrees that entry and performance of works or procedures by the Municipality as herein provided shall not constitute a trespass and the Municipality shall not be responsible for any damages caused in the performance of such work except such damages as may be directly caused by the negligence of the agents, contractors, servants or workmen of the Municipality.

## **15. Indemnity**

The Owner shall indemnify and save the Municipality harmless from any and all actions, claims or demands made or brought against the Municipality by any person or persons for damages arising out of the negligent act, or omissions, or breaches of the Owners, its agents, servants, workmen, and sub-contractors, and assigns in respect of its obligations under this Agreement. It is expressly acknowledged that the Municipality does not warrant the quality of work performed on behalf of the Owner.

## **16. Amendment of Agreement**

Unless otherwise stipulated in this Agreement minor alterations or changes to the plan may be requested by the Owner. For the purposes of this provision a minor amendment is deemed to be:

(a) a change which results in an alteration to the building coverage of five per cent (5%), (or less), of such coverage, or two hundred (200) square feet, (or less), whichever is the least coverage, as the case may be;

(b) a modification to a specific provision of the Agreement which will not conflict with the general intent and purpose of the Site Plan Agreement.

Such requests shall be made to the Municipal Clerk who may authorize the change, in writing. A building permit may be required to implement the proposed alteration.

## **17. Amendment of Drawing**

In the event that the Owner shall hereafter propose to alter or amend a previously approved Site Plan elevation drawing or landscape drawing, the Owner shall, if directed by the Municipality so do so, provide written notice of such proposed alteration or amendment to all Owners of land which abut the lands described in Schedule "A" hereto annexed, to such extent, in such form and in such manner as the Municipality may from time to time specify, and the Owner shall file with the Municipality such evidence as the Municipality may require as to the giving of such notice. The Municipality shall thereupon either process the application for approval of the proposed alteration or amendment or require that the Owner give to such abutting Owner such further and for other notice and information as the Municipality may specify, prior to the processing of the application.

## **18. Notice**

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

>>>Name & Address of Owner<<<

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

**Municipality of Trent Hills, 66 Front Street South, P.O. Box 1030, Campbellford,  
Ontario K0L 1L0**

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

## **19. Registration of Agreement**

The Owner hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

## **20. Postponement and Subordination**

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and *for* encumbrancers their interest in the Lands.

## **21. Enforcement**

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.

## **22. Other Applicable Laws**

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

## **23. Termination of Agreement**

If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the energizing of the hydro line to the subject property by Hydro One, the Municipality may, at its sole option and on fifteen (15) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Municipality, but under no circumstances will interest be paid on any refund.

## **24. Interpretation of Agreement**

- (a) The part numbers and headings; subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in anyway shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes (including HST).
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of component jurisdiction, the remaining covenants and conditions and the remainder of this Agreement shall remain valid and not terminate thereby.

## **25. Waiver**

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce this Agreement.

**26. Extension of Time**

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

**27. No Challenge to Agreement**

The parties covenant and agree with each other not to call into question, or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other, and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

**28. Governing Law**

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

**29. No Fettering of Discretion**

Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' Intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

**30. Successors and Assigns**

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**31. Severability**

Should any provision of this agreement be found to be invalid by a Court of competent jurisdiction, that provision shall be severable from the remainder of this agreement and the remainder of this agreement shall remain in full force and effect.

WITNESS the respective corporate seals of the respective corporate parties hereto, duly affixed under the hands of their respective signing officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

) >>>Name of Owner<<<  
) per:  
)  
) -----  
)  
) Name:  
)  
) Title:  
)  
) I have authority to bind the Corporation.  
)  
)  
) THE CORPORATION OF THE  
) MUNICIPALITY OF TRENT HILLS  
)  
)  
) -----  
) ) Mayor  
  
)  
) -----  
) Clerk

**SCHEDULE “A”**

**Description of Lands**

**SCHEDULE “B”**

Certificate of Ownership

**Solicitor’s Certificate**

I, \_\_\_\_\_ of \_\_\_\_\_ in the **Municipality of Trent Hills** a Solicitor duly authorized to practice law in the Province of Ontario, \_\_\_\_\_ do hereby provide an opinion that \_\_\_\_\_ is the true Owner in fee simple of all lands included in the plans as described in Schedule “A” to this Agreement, in accordance with Instrument No. \_\_\_\_\_ registered in the Land Registry Office for the Land Registry Division of Northumberland (No. 39) on \_\_\_\_\_.

I FURTHER PROVIDE AN OPINION THAT \_\_\_\_\_, is the true Owner in fee simple of all land, if any, to be conveyed to the Municipality over which easements or rights are to be conveyed to the Municipality pursuant to the terms of this agreement.

I FURTHER REPRESENT that such lands are free from all encumbrances save and except the following:

\_\_\_\_\_

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it and approving and registering the said proposed Site Plan Agreement.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Barrister and Solicitor

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number

**To:   Municipality of Trent Hills, 66 Front Street South, P.O. Box 1030,  
Campbellford, Ontario K0L 1L0**

**SCHEDULE “C”**

**Approved Site Plan Drawings**

**Pre-Development Site Conditions & Statistics –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**Proposed Site Statistics –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**Site Grading & Drainage Plan, Sections & Details –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**Site & Servicing Plan –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**SCHEDULE “D”**

**Approved Elevation Drawings**

**Building Elevations –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**SCHEDULE “E”**

**Approved Stormwater Management Brief**

**Stormwater Management Brief –**

>>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**Pre-Development Stormwater Runoff Patterns –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**Proposed Site Grading & Stormwater Statistics –**

Dwg. >>#<< – >>>>Prepared by <<<<; >>>>Date<<< last revision date >>>>Date<<<.

**SCHEDULE “F”**

**Required Financial Security**

The security deposit in favour of the Municipality shall be in the amount of \$

## Appendix F

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### Application and Subdivision Tracking Forms





Municipality of Trent Hills - Subdivision Conditions Tracking Form

SUBDIVISION REF:	DATE OF DRAFT PLAN APPROVAL:	05-Sep-17
LOCATION:	EXTENTION TO DUBSIVISION AGREEMENT APPROVAL:	17-Sep-19
	EXTENTION DATE:	31-Oct-22

CONDITION		DATE OF SUBMISSION	DATE OF APPROVAL / CLEARANCE	AGENCY HAVING AUTHORITY	COMMENTS/NOTES
1	That this approval applies to lands in Part of Lots 14 and 15, all of Lot 21, Block 34, Registered Plan 112, former Town of Campbellford, Municipality of Trent Hills.				
2	That prior to final approval that the owner will have entered into a subdivision agreement to satisfy all requirements, financial and otherwise, regarding the construction of roads, storm water facilities, landscaping, utilities and all other services for the development to the satisfaction of the municipality,				
3	That the subdivision agreement between the owner and the municipality be registered against the lands to which it applies.				
4	That such easements as may be required by the municipality, utilities or for drainage purposes be deeded to the appropriate agency.				
5	That an Archeological Assessment be prepared to the satisfaction of the Ministry of Culture and that a letter of acceptance from the Ministry of Culture in regard to that assessment be obtained prior the registration of the plan of subdivision,				
6	That the owner agrees to prepare a detailed engineering submission addressing stormwater quality and quantity control that follows the guidelines set out in the Ministry of Environment Stormwater Management and Planning Design Manual (2003). This submission will include a stormwater management plan that will address how stormwater will be conducted to a receiving body (including lot grading and drainage plans) and the location and description of any and all outlets, which may require permits under Ontario Regulation 163/06. Erosion and sediment control measures during and after construction will be addressed as part of this submission. A certified and qualified engineering firm will complete this engineering submission to the satisfaction of Lower Trent Conservation Authority and the municipality prior to the registration of the Plan of Subdivision. The Storm Water Management Plan will incorporate the principles of low impact development as well as an overall grading plan.				
7	That the owner prepare a Restoration and Enhancement Plan as required to the satisfaction of the Municipality and Lower Trent Conservation Authority,				
8	That the owner prepare an erosion and sediment control plan to the satisfaction of Lower Trent Conservation Authority.				
9	That the owner identify a phasing plan for the development of the subdivision to the satisfaction of the Municipality.				
	It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the municipality.				
10	We suggest that you make yourself aware of Section 144 of the Land Titles Act and Subsection 78(10) of the Registry Act, Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in Subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless title of the owner of the land has been certified in the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of Subsection 78(10).				
	That the road shown in the Draft Plan shall be shown and dedicated as a public roadway.				
11	That the streets will be named to the satisfaction of the Municipality of Trent Hills.				
	That the blocks shown as public green spaces will be maintained under the control and maintained by the development				
12	That prior to final approval, the Zoning change will be implemented to reflect the use of the lots in conformity with Trent Hills Zoning By-law 2010-105.				
13	That the owner agrees, in writing, through the subdivision agreement or other similar agreements to satisfy all requirements, financial and otherwise, of the Municipality concerning the provision of roads, installation of services and drainage.				
14	That the owner enter into agreements for the provision of services, such as but not limited to, gas, electricity, and telecommunications in conjunction with the installation of municipal services.				
15	That the subdivision agreement between the owner and the municipality, shall provide the installation of a piped water supply system subject to municipal and provincial approvals and shall provide for the municipality to assume ownership of the system.				
16	That the subdivision agreement identify the required contribution toward the upgrades to the sanitary sewer system.				
17	That the developer demonstrate how sustainability, energy management and water conservation will be addressed within the subdivision design and development of the dwellings prior to final development approval.				

18	That a tree planting plan be developed, using native species, to compensate for the removal of vegetation during development, in accordance with the recommendation in the ORE Environmental Impact Study, August 2016.				
	That inspection of the site occur in the month of June, prior to commencement of construction to confirm the presence of any SAR birds, in accordance with the recommendation in the ORE Environmental Impact Study, August, 2016				
19	That prior to final approval, the owner shall undertake a stage 1 archaeological assessment (background study) and if necessary a stage 2 assessment (field survey) and if sites are found, then undertake the necessary mitigation or resource removal according to the Ontario Heritage Act, at the expense of the owner. No grading or soil disturbances shall occur on the subject property prior to the approval of the Ministry of Culture indicating that all archaeological assessment and/or mitigation activities undertaken have met the licensing and resource conservation requirements.				
20	That prior to final approval, the owner shall make satisfactory arrangements with Bell Canada for the provision of telephone services for this plan of subdivision.				
21	That prior to final approval, the owner shall make satisfactory arrangements with Hydro One for the provision of electrical services for this plan of subdivision.				
22	That prior to final approval, the owner shall make satisfactory arrangements with Union Gas for the provision of natural gas services for this plan of subdivision.				
23	That prior to final approval, the owner shall make satisfactory arrangements with Canada Post for the provision of postal delivery services for this plan of subdivision.				
24	This approval of the plan of subdivision shall lapse in three (3)years of the date of draft plan approval by the Council of the Township of Ramara, as provided by subsections 51 (32) and 51 (41) of the Planning Act, if no extensions have been granted by the Council of the Township. If the owner requests an extension of draft plan approval, a written request must be received by the Township prior to the lapsing date.				



## Subdivision Application Tracking

Municipal File No	Reference Name	Applicant Name	Roll No.	Property Legal Description	Assigned	Draft Plan Application Date	Draft Plan Approval Date	# of Lots	Type of Lots (single, semi etc)	Subdivision Final Approval Date	Notes
	Trent Hills Heights	Trent Hills	123456789387456	Part Lot ___, Con!	Liz Jim						

[illegible]