

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2018-49

**A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN, THE CORPORATION OF THE TOWNSHIP OF MULMUR, AND 2480415 ONTARIO INC. (Site Plan Development Agreement – Mansfield West Gas Station)**

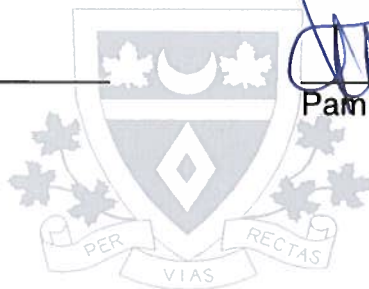
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the County of Dufferin, the Township of Mulmur and 2480415 Ontario Inc., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of December, 2018.

  
Darren White, Warden

  
Pam Haddock, Clerk



**SITE PLAN DEVELOPMENT AGREEMENT**

THIS AGREEMENT MADE THIS 11 <sup>December</sup>th DAY OF ~~NOVEMBER~~ 2018.

**BETWEEN:** **2480415 ONTARIO INC.**  
(hereinafter called the "Owner") **OF THE FIRST PART,**  
-and-

**THE CORPORATION OF THE TOWNSHIP OF MULMUR**  
(hereinafter called the "Municipality") **OF THE SECOND PART**

-and-  
**THE CORPORATION OF THE COUNTY OF DUFFERIN**  
(hereinafter called the "County") **OF THE THIRD PART**

**WHEREAS** the Owner represents that it is the registered owner of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

**AND WHEREAS** the Owner has applied for approval of a site development plan for the Lands to redevelop the lands for commercial purposes and make other improvements necessary, as prescribed by the Municipality;

**AND WHEREAS** this Agreement has been entered into pursuant to Section 41 of the *Planning Act*, 1990;

**AND WHEREAS** Section 41(10) of the *Planning Act* 1990, provides for the registration of Site Plan Development Agreements on the title of the Lands;

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

1. Construction in Accordance with Plans & Prohibition

Unless otherwise approved in writing by the Municipality, the Owner shall develop the Lands in accordance with the Site Development Plans identified in Schedule "B" attached hereto and the conditions contained in Schedule "C" attached hereto. The Owner hereby agrees that no development or re-development will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Municipality (hereinafter referred to as the "Site Development Plans"), and without limiting the generality of the foregoing, development or re-development shall include the construction, erection or placing of one or more buildings or structures on the Lands or the making of an addition or alteration to a building or structure alteration of the natural landscape, drainage and stormwater management facilities, septic systems, wells, access driveways, lighting, signage or fencing.

2. Timing

It is understood and agreed that if construction is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the Municipality become null and void and Site Development Plans must be re-submitted to the Municipality in accordance with the provisions of the *Planning Act*, 1990. In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

2. Conformity with Site Development Plans and Conditions

The Owner further agrees that if any structures, buildings, facilities, services, works or landscaping improvements are constructed or altered on the Lands and Boulevard, they will be constructed in conformity with the Site Development Plans and conditions contained in Schedule "C" attached hereto. It is understood and agreed that if construction is not commenced within one year of the approval or any part thereof by the Council of the Municipality of the Site Development Plans, such approval shall at the option of the

Municipality become null and void and Site Development Plans must be re-submitted to the Municipality for approval in accordance with the provisions of the Planning Act, 1980.

In such event, the Owner hereby acknowledges that the Municipality may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

Occupancy of buildings and structures shall be limited to that which is permitted given the number of available parking spaces, or the Occupancy approved and posted by the Fire Department having jurisdiction, or by the design capacity of the septic waste disposal system, whichever is the least.

The Owner shall be responsible for snow removal from the Lands and, where necessary to accommodate safe operation of the business, from the Boulevards. Snow shall not be placed or stored on the Highway or within the road allowance or placed on any adjoining property.

Grass, weeds and other vegetation shall be maintained in accordance with the Township's Property Maintenance Standards By-law and the Weed Control Act.

3. Completion and Security

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule "D" attached in such amount as specified therein ("Security") and in accordance with Schedule "E".

Notwithstanding anything else herein contained, the Owner hereby agrees not to undertake any development or re-development or construction of any structures for which a building permit has been issued, unless required securities are in place and this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner, or for any other reason under the provisions of this Agreement.

5. Release of Security

Upon certification by the Township that all conditions imposed by this Agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the Municipality at the time of such certification. The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement.

6. Construction

The Owner covenants that, once construction is commenced, it will be pursued diligently to completion. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal ditch, culvert or roadway. The Owner shall reimburse the Municipality for any damage to any municipal services, facilities or works resulting from the development or re-development of the Lands, howsoever caused and the determination of the Township Director of Public Works, acting reasonably with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.

7. Maintenance

The Owner shall maintain in good repair and in a safe and clean condition the Lands and Boulevard, vegetation, structures, buildings, facilities, services, works and landscaping on the Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or diseased vegetation. The Owner shall further keep the Lands free and clear of all refuse, debris and

obstructions.

Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "C" attached hereto.

8. Parkland Fees

In accordance with section 42(1) of the Planning Act, a parkland dedication fee in an amount equivalent to 2% of the value of the portion of the subject lands shall be required in accordance with Schedule "D"

9. Development Charges

Development Charges shall be due in accordance with Schedule "D" , which shall be indexed annually, and as more particularly set out in Schedule "D" attached hereto.

10. Building Permits

Notwithstanding the provisions of this Agreement, the Owner hereby acknowledges that the Municipality is not obligated to issue any building permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- a. all federal, provincial and municipal statutes, regulations, by-laws, orders and requirements have been complied with:
- b. all terms of this agreement and any other agreements with the Municipality, the County of Dufferin or any other governmental body or agency have been complied with and the Owner is not in default
- c. all applicable municipal charges, fees and deposits and similar charges and fees have been paid in full and;
- d. all property taxes with respect to the Lands have been paid in full.

In the event the development or re-development of the Lands herein contemplated requires any other municipal or other governmental approvals, including but not limiting the generality of the foregoing, a building permit, a consent for a severance or redesignation or rezoning or a variance pursuant to the provisions of the Planning Act, 1990, (as amended), a permit for access, ingress or egress, approvals pursuant to the provisions of the Environmental Assessment Act, (as amended) or the Environmental Protection Act (as amended), the approval of the Medical Officer of Health, any required permits and approvals from the Ministry of Transportation, the approval of the Conservation Authority having jurisdiction, permits or approvals from the County of Dufferin or the approval of any other governmental body or agency, then in such event the Owner hereby agrees not to commence any work on the Lands unless all such approvals, permits or rezoning have been obtained.

11. Landscaping

The Owner shall install and maintain such landscaping improvements as shown on the Site Development Plans and as set out in the conditions in Schedule "C" attached, and maintain such plantings and landscaping in a healthy and growing condition at all times. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Grass, weeds and other vegetation shall be maintained in accordance with the Township's Property Maintenance Standards By-law and the Weed Control Act.

The installation of all new landscaping shall be completed by June 15 in the year the site plan works are substantially completed, or by October 15 if site works are substantially completed after June 15 of that year or by June 15 of the following year, if site plan works are substantially completed after October 15. All landscaping shall be maintained in a healthy and growing condition. Dead and diseased vegetation shall be removed and replaced so that the intended purposes of, and benefits provided by the vegetation are restored, to the satisfaction of the Municipality, acting reasonably.

Any planting strip shall be utilized solely as a landscaped area and provide for visual and noise buffering.

12. Utility Providers

The Owner shall, at its sole cost, comply with the requirements of any, and all Utility Providers, where applicable, including bearing the cost of the relocation of existing hydro and gas facilities if applicable.

13. Costs

The Owner shall pay to the Municipality, forthwith upon demand, all reasonable costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the Municipality, and all reasonable legal, planning, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands.

14. Owner's Expense

The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the Municipality's expense.

15. Registration

The Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands. This executed agreement shall serve as the Acknowledgement and Direction by each executing party as authority for the solicitors for the Municipality to register this Agreement electronically.

16. Acknowledgement by Owner

The Owner acknowledges that the lands to the immediate east and west of the subject Lands are developed and used for residential purposes and that the commercial development, re-development and use of the Lands is to be carried out in a manner that generally minimizes significant and/or prolonged disruption of or impacts on the quiet enjoyment of the adjacent residential lands and uses.

17. Acknowledgement by Encumbrancer

The Encumbrancer hereby acknowledges that it is aware of all of the terms, covenants and conditions contained in this Agreement and agrees to be bound by such terms, covenants and conditions in the event that it should obtain control, possession or equitable ownership of the Lands.

18. Indemnification by Owner

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to.

In addition, the Owner acknowledges and agrees that the Municipality may not have a hydrant for fire protection services, and may not support superior tanker shuttle accreditation and cannot guarantee the response time or quantity of water available for fire services.

19. Insurance

The Owner shall insure against all damages or claims for damage, with a policy or policies from an insurance company satisfactory to the Clerk of the Municipality and in accordance with Schedule "F".

20. Right of Entry

The Owner covenants and agrees with the Municipality to grant and hereby grants to the Municipality or its authorized representatives the right to enter upon the Lands or any part thereof in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

21. Default

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- a draw on the Security in whole or in part;

- b undertake or complete any obligation of the Owner hereunder;
- c enter upon the Lands through its servants or agents for any purpose whatsoever;
- d issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- e recover from the Owner all costs and expenses, including internal administrative and planning costs incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes.

22. Drainage

The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the owner shall with the prior approval of the Municipality, at the Owner's expense, construct such drainage works as may be required on the Lands and within the Boulevard. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Lands as a result of the development or re-development hereby contemplated and the construction of any works, facilities or structures on the Lands.

23. Occupancy

The Owner covenants and agrees that there shall be no occupancy of any new building until all requirements of this Agreement have been complied with and the Chief Building Official has issued an Occupancy Certificate.

Prior to requesting Occupancy, the Owner agrees to request the Township inspect the works. The Owner agrees not to apply for Occupancy until all works are completed to the Township's satisfaction, or that the Township has provided documentation that the Township has sufficient securities to cover any outstanding work.

The Chief Building Official may, however, issue a conditional Occupancy Certificate provided the Letter of Credit is sufficient to cover any outstanding works.

Prior to the issuance of an Occupancy Certificate the Owner shall complete the following:

- i) all water and sanitary services connections to be installed and confirmation that an adequate and potable water supply is available to be provided;
- iii) all site servicing and storm drainage works to be installed;
- iv) all external lighting and fencing to be installed; and
- v) any other matters that the Township deems necessary for Occupancy.

Landscaping, which the Owner is not able to carry out, if the site works are not completed before the winter months, shall be completed on or before the 15<sup>th</sup> day of June of the following year.

24. Successors and Assigns

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.

The obligations of the Owner (if more than one) shall be joint and several.

25. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

26. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

27. Interpretation

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Clerk of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the schedules attached hereto shall apply.

28. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

If made to the Municipality, shall be addressed to The Clerk, Township of Mulmur, 758070 Second Line East, RR # 2, Lisle, Ontario, L0M 1M0;

If made to the Owner and Encumbrancer at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office, or upon proof of delivery by return receipt.

However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

29. Hours of Operation

Hours of Construction activity within the site shall be restricted to Monday to Saturday from 7:00am – 6:00pm. For work within the County's jurisdiction, hour and days for Construction activity shall be defined in the tender document referenced in Schedule "C" to the County's satisfaction.

30. Applicable Law

Site developments and uses shall, in all respects and at all times, be in compliance with the requirements of the Municipality's Zoning By-law, Municipal By-laws and all other legislation governing such developments and uses, including the Ontario Building Code and Ontario Fire Code.

31. Parking and Access

The Owner shall be responsible for snow removal from the Lands and, where necessary to accommodate safe operation of the business, from the Boulevards. Snow shall not be placed or stored on the Highway or within the road allowance or placed on any adjoining property.

The Owner shall repair and restore, to the satisfaction of the Municipality any damage caused to any existing road, road allowance or existing services, or drainage as a result of any development. The Owner shall pay for any costs involving in relocating or providing services to the property by reason of the development.

32. Security Lighting

Security lighting and illumination of parking areas and all other outside areas shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor only.

33. Waste Disposal

Indoor and/or outdoor solid waste facilities sufficient to handle solid waste, recyclable materials and organic matter generated by the use shall be provided. Any waste bin located in the outdoors shall be enclosed by a light board fence and gates of a sufficient height to substantially screen the facility from view from the exterior. The handling and storage of all such materials shall be carried out in a manner that ensures that rodents and other animals do not have access to the materials, so that odours are contained and minimized, and so it does not cause a nuisance to adjacent residential uses. Waste disposal services are not provided by the Township and private arrangements for the proper disposal of all such waste shall be made with the County of Dufferin and/or with a properly licensed waste hauler/disposal





Authorized by By-law No39-18  
passed on the 6<sup>th</sup> day of September, 2018.

Authorized by By-law No \_\_\_\_\_  
passed on the \_\_\_ day of \_\_\_, 2018.

) TOWNSHIP OF MULMUR  
)  
)  
)

Janet M. Horne  
MAYOR

Bob Bunroom  
CLERK

) THE CORPORATION OF THE  
) COUNTY OF DUFFERIN  
)  
)  
)

[Signature]  
WARDEN Darren Lytfe

[Signature]  
CLERK Pam Haddock

AUTHORIZED BY DUFFERIN COUNCIL

BY-LAW RESOLUTION NO. 2018-49

THE 13 DAY OF December 2018

\*

**SCHEDULE "A"**

**Lands Affected by this Agreement**

**CON 6 E PT LOT 10 PR 7R6201 PARTS 3 TO 5**

Township of Mulmur, County of Dufferin

PIN 34108-0363

**Encumbrances Registered Against the Lands**

None

**Lands to be Transferred to the County of Dufferin**

Part 1 and 2, Plan 7R-6548



**SCHEDULE "B"**

**SITE DEVELOPMENT PLANS**

DRAWING	DESIGNER	DATE	REVISION
Site Plan A0	Antrix Architects Inc	06-04-16	August 10, 2018
Access Park ADx	Antrix Architects Inc	2018 07 10	August 10, 2018
Grading, SSG-1	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Site Servicing, SSG-2	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Details, SSG-3	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Existing & Proposed Drainage, SSG-4	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Erosion & Sediment Control Plan, ERC	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Proposed STM Sewer, S1,	RAM Engineering Inc	July 2017	July 28, 2018
Sewer Design S-2	RAM Engineering Inc	July 2017	June 6, 2018
Plan View Sewage Treatment and Disposal System Design, B-1, B-2	WSP	July 2016	March 27, 2017
Electrical drawings E1.0, E1.1, E1.2	DAR Engineering & Design	April 2016	June 26, 2017
Landscape Plan, L1, L2	msla Marton Smith Landscape Architects and Antrix Architects Inc	May 2016	6/11/18

**RELAVENT COUNTY RIGHT-OF-WAY PLANS**

DRAWING	DESIGNER	DATE	REVISION
Grading, SSG-1	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Site Servicing, SSG-2	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Details, SSG-3	Antrix Architects Inc / RAM Engineering Inc	2017 01 11	July 28, 2018
Proposed STM Sewer, S1,	RAM Engineering Inc	July 2017	July 28, 2018
Sewer Design S-2	RAM Engineering Inc	July 2017	June 6, 2018

**REPORTS**

REPORT	AUTHOR	DATE
Traffic Impact Study	Mark Engineering	April 2016 (revised July, 2017)
Geotechnical Investigation Report	amec foster wheeler	June 16, 2016
Stormwater Management Report	RAM Engineering Inc	August 8, 2016, Revised April 7, 2018 (submitted August 8, 2018)
MOE Pipe Data Form	Ram Engineering Inc	June 08, 2018

- The drawings are available for review at the Township of Mulmur Municipal Offices at 756070 Second Line East, Mulmur, R. R. # 2 Lisle, Ontario, L0M 1M0.
- A reduced version of the site plan is included as Part of Schedule "B".

### **SCHEDULE "C"**

(Special Conditions concerning the development or re-development of the Lands)

1. The Owner shall ensure that all infrastructure is maintained, and that MOECP Guidelines and Best Practices are followed with respect to monitoring, maintaining and operating infrastructure, including any service infrastructure, oil grit separator, infiltration trench or stormwater facilities.
2. MOECP approvals for oil grit separator and stormwater management facilities are required prior to the release of a building permit.
3. The entrance roadways shall be located, designed, signed and constructed in accordance with the requirements of the County of Dufferin and the Municipality and with the locations, design and specifications provided on the approved site plan. A permit from Dufferin County is required prior to the issuance of a building permit.
4. The Owner agrees to provide to the County of Dufferin, free and clear of all encumbrances, lands described in Schedule "A" for the purposes of a road widening
5. All parking areas and aisles shall be maintained with a heavy-duty asphalt. The drive though may be constructed with a lighter asphalt standard. Individual parking spaces shall be painted on the surface of the parking area. Sign shall be erected to demark barrier free parking spaces including identification as "VAN ACCESSIBLE". The barrier free parking aisle is to be painted with high tonal contrast diagonal lines.
6. Security lighting and illumination of parking areas and all other outside areas accessible by patrons of the commercial use shall be provided, and such lighting shall generally be low intensity and directional so as not to illuminate the sky, the adjacent roads or surrounding lands owned by others and shall be motion sensor where reasonable.
7. Municipal water connection fees apply in accordance with Schedule "D". All connections shall be to the Township's satisfaction.
8. The Owner's engineer shall supervise, test and approve base soil conditions prior to footings being poured. All imported fill shall be placed as engineered fill, and in accordance with approved fill placement procedures.
9. The Owner shall be responsible for all maintenance of Stormwater retention works, including maintaining the oil grit separator in accordance with manufacturer's requirements and Environmental Compliance Approval issued by the MOECP.
10. The Owner shall provide a copy of the Operation and Maintenance Manual for the oil grit separator, infiltration trench and storm water retention works to the Township, County and NVCA. The Owner shall also provide a copy of the Environmental Compliance Approval.
11. Appropriate T-time values shall be determined in-situ and plans adjusted as necessary, and in consultation with the County of Dufferin and Township of Mulmur.
12. The Owner agrees to ensure that all Stormwater management facilities and sediment and erosion control measures will be in place prior to any site alterations and that the recommendations of the stormwater management report and Nottawasaga Valley Conservation Authority standards shall be adhered to. The Owner agrees to maintain the on-site controls in accordance with the Stormwater Management Plan
13. The Owner agrees to undertake tree replacement of all trees damaged as a result of off-site works and replace such trees in accordance with the approved Plans. Where a tree is damaged that is not specified in the Plans, such tree shall be replaced to the Townships and/or County's satisfaction.
14. A permit shall be required from the County of Dufferin prior to any work within the County Right-of-Way.
15. The Owner (2480415 ONTARIO INC.) agrees to enter into a cost-sharing agreement with the owners of the East Gas Station (PM Petro Inc. 2234771 ONTARIO INC.) for works required for both developments within the County Right-of-Way (the Required Storm Sewer Works, defined below). If the Owner and the East Gas Station proceed at the same time, then they shall have joint and several responsibility to fund the Required Storm Sewer Works, and the proportionate payment shall be 50% by the Owner and 50% by the East Gas Station. Should one owner proceed in advance of the other, then the first owner shall be required to pay for all Required Storm Sewer Works and shall only be entitled to reimbursement under the private cost-sharing agreement between the two owners. In the event that one owner does not deposit the required sums when requested to do so, then the other owner shall be deemed to be proceeding in advance of the other, with the consequent obligations. The Township and the County shall undertake to make best efforts to have (PM Petro Inc. 2234771 ONTARIO INC.) enter into a site plan agreement that deals with the Required Storm

Sewer Works in the same manner as this Agreement.

16. It is agreed that the Township and/or County obligation is be limited to making best efforts to have (PM Petro Inc. 2234771 ONTARIO INC.) enter into the above-noted agreement. The best efforts shall not require the Township and/or County to commence any Court action or other enforcement proceeding unless either the Township and/or County see fit to do so in their sole discretion. Should the Township and/or County commence any enforcement action, they may require the Owner to indemnify the Township and/or County for any such action.
17. The Owner agrees that construction of the storm sewer and associated infrastructure to provide a drainage outlet for the site within the County Right of Way is required prior to commencement of construction of the on-site storm sewers and placement of the hard surfaces on areas outside the building envelope. The Owner further agrees that it shall be responsible for all costs associated with the said storm sewer and associated infrastructure in accordance with the special conditions set out below. If the Owner elects to proceed with the on-site storm sewers prior to completion of the County Right of Way storm sewer outlet work, the pre-condition site drainage must be maintained and there shall be no placement of hard surfaces outside the building envelope, and it shall be solely at the developer's own risk in the event that there are changes from the proposed County Right of Way storm sewer outlet work during construction that would have an impact on the on-site storm sewer configuration. Any changes required to the on-site sewer work resulting from the changes, will be at the developer's sole expense.

The Owner agrees to submit a staged erosion and sediment control plan to the satisfaction of the Township and County Engineer to demonstrate that pre-development site drainage is maintained for all work that occurs within the site prior to the completion of the storm sewer drainage outlet work within the County Right-of-Way.

18. The Owner agrees to complete all detail design work for the storm sewer works within the County Right of Way and the County and Township Engineer will review all detail design work at the Owner's expense. As part of the design process, the County and Township Engineer, shall at that time, using their professional judgment, determine if any supplemental storm sewer works or improvements are required prior to tendering the work, and if so, the Owner shall also be responsible for all costs arising from that supplemental work. The storm sewer works, and any supplemental storm sewer works are collectively referred to as the "Required Storm Sewer Works."
19. The Owner shall apply for and obtain an Environmental compliance approval ("ECA") for the Required Storm Sewer Works. The Owner shall provide the County and Township with a copy of the ECA and a set of "Issued for Construction" drawings stamped by two Professional Engineers licensed in the Province of Ontario, for the Required Storm Sewer Works located within the County Road Right-of-Way. Once the design has been completed and an ECA is Issued, the Township Engineer shall prepare all necessary documents to permit the Required Storm Sewer Works to be tendered for construction as public works ("the Tender Package"). Specifically, the County will tender to commence works approximately 5 m from STC300 to EX. STM MH 7 on County Road 17. On the opposing side, the County will commence at MH 8 extending a pipe length (approximately 6 m) towards the existing gas station site, then extending towards County Road 17.
20. The Township Engineer shall prepare the tender package, in accordance with municipal requirements, at the Owner's cost for the work within the County Right-of-Way. The Township Engineer shall provide a budget of its estimated cost of construction, including engineering and contingencies and the Owner shall provide a deposit in the amount of this budget prior to the County proceeding to tender the work. This deposit is in addition to that required under Schedule "D" and the cost sharing sequencing noted in Schedule C, Item 15 shall apply. Note that the securities will be reduced to account for this amount once the deposit has been made to the County. The deposit shall be drawn to pay the actual fees, and should the actual costs be in excess of the budget, those additional costs shall be reimbursed by the Owner within 30 days of the costs being invoiced to the Owner.
21. Upon the finalization of the tender package and receipt of the monies as security, the County, in conjunction with the Township Engineer, shall proceed to issue the tender for the construction of the Required Storm Sewer Works in accordance with County municipal procurement and tender policies, procedures and procurement by-law. If the successful bid is less than the estimated total cost of the Required Storm Sewer Works, the County shall award the contract for the Required Storm Sewer Works to the successful bidder. If the successful bid is more than the estimated total cost of the Required Storm Sewer Works, the County shall only award the contract to the Required Storm Sewer Works to the successful bidder upon receipt of additional monies for security from the Owner. If the Owner declines to provide the additional monies, then the process shall be restarted in the next construction season. As construction proceeds, should there be any unforeseen construction costs over and above those budgeted for contingencies, the Owner shall be consulted, and the Owner shall be responsible for and shall reimburse the County for same within 30 days of a written invoice being provided. The Township Engineer shall carry out all contract administration and construction inspection and the Owner shall reimburse the Township and County all invoices incurred for the same within 30 days of the costs being invoiced by the Township and County, as well as for the involvement of the Township and/or County Solicitor during this design, tender and construction process, if such involvement is so required. At the completion of the Required Storm Sewer Works project, the

Township Engineer shall issue an accounting of the costs incurred, including the amounts paid out under the Required Storm Sewer Works contract; amounts paid out under any amendments to the Required Storm Sewer Works contract; the invoices of the Township Engineer and the invoices of the Township and/or County Solicitor. This accounting shall be used and be the determinative amount for calculating any amounts owed by the Owner. Any unspent amounts remaining from the deposit will be refunded to the Owner without interest.

22. It is specifically agreed by the parties that the Required Storm Sewer Works shall be procured and tendered in accordance with municipal standard policies and procedures including the applicable procurement by-law, which requires competitive bidding. The County's standard procurement and tendering policies and procedures and the County procurement by-law shall govern. Subject to the Owner abiding by the County procurement and tender policies, procedures and the County procurement by-law, the Owner is permitted to bid on the tender.
23. In all circumstances and without limiting the foregoing conditions, the Required Storm Sewer Works shall be designed, constructed and installed at the Owner's cost to the satisfaction of the Township for the Required Storm Sewer Works under its jurisdiction and to the satisfaction of the County for the Required Storm Sewer Works under its jurisdiction. The Owner agrees to pay for all costs associated with tender preparation, and all costs incurred during the construction of the works, including inspection services, arborist if required, the Township's water operator's time, and other matters that arise directly related to the construction of this new storm sewer, all of which shall be at the Owner's sole expense. The Owner acknowledges and agrees that, to accommodate the new storm sewer, water shutdowns in Mansfield will be required resulting in additional coordination and potentially the purchase of bottled water to hand out during the shutdown.
24. The owner agrees to provide final stamped drawings to the County Building Department and to the Township for the proposed retaining walls after completing the geotechnical report which is noted to be required in SSG-3.
25. The Owner agrees to participate in a pre-construction meeting with the abutting landowners, if requested, and to provide a written report on the anticipated boundary issues, including but not limited to: encroachment during construction, visual impacts, tree removal and replacements, anticipated noise, schedule, site supervisor contact information and to provide a copy of the engineering drawings.
26. The Owner agrees to provide written certification from a qualified professional that the works have been constructed in accordance with the plans and reports approved by the NVCA and Township of Mulmur.

**SCHEDULE "F"**

**INSURANCE REQUIREMENTS**

The insurance policy or policies shall name the Municipality, County, and the Township Engineer (R.J. Burnside & Associates Ltd) as named Insured. The minimum limits shall be \$1,000,000.00 all inclusive for each incident. The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held.

The Owner shall prove to the satisfaction of the Municipality from time to time as the Township's Clerk may require, that all premiums on such a policy or policies of insurance have been paid and that the insurance is maintained in full force and effect during the life of this Agreement.



**SCHEDULE "D"**

To secure the obligations of the Owner under the terms of this Agreement and to cover legal or other costs of the Municipality which may be incurred, the following securities, in the form(s) specified in the Agreement, shall be provided prior to the release of the municipal approval of any application for building permit (Estimated cost of facilities, services, works and landscaping improvements - Note. does not include buildings and structures unless they are specifically for the provision of works and services (e.g. garbage storage facility) covered by site plan control)

**SECURITIES REQUIRED PRIOR TO SITE ACTIVITY**

<b>Works</b>	
On-site Works (25% of \$570,000)	<b>\$142,500</b>
Off-site Works (125% of \$215,000 in County R-O-W)	<b>\$268,750</b>
Off-site Works (125% of \$20,000 in Township R-O-W)	<b>\$25,000</b>
Contingency on all works (15%)	<b>\$65,438</b>
<b>TOTAL</b>	<b>\$601,688</b>

**CASH PAYMENTS REQUIRED PRIOR TO SITE ACTIVITY**

<b>Parkland Dedication Fee (based on purchase price 2018)</b>	
\$685,000 x 0.02	<b>\$13,700</b>
<b>Development Charges</b>	
3000sq ft x \$0.45	<b>\$1,355</b>
<b>Municipal Approval</b>	<b>\$125</b>
<b>TOTAL</b>	<b>\$16,180</b>

*[Handwritten mark]*



**SCHEDULE "E"**

**Letter of Credit**

As a condition of approval of any Site Development Plans, the Owner shall lodge with the Municipality cash security for the works and services described in Schedule "D" attached in such amount as specified therein ("Security").

The Municipality will accept an irrevocable Letter of Credit for the Security drawn on a chartered bank of Canada acceptable to the Municipality in lieu of the cash amount, provided such letter of credit shall be in a form acceptable to the Municipality and contain the following provisions:

- i) the Letter of Credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without any limitations whatsoever;
- ii) drawings on the Letter of Credit shall be permitted upon presentation of a letter from the Municipality to the bank claiming default by the Owner under the terms of this Agreement, and such defaults shall not be limited to the actions of the Owner;
- iii) partial drawings shall be permitted;
- iv) the Letter of Credit shall provide for automatic renewal or a replacement Letter of Credit in such terms acceptable to the Township Clerk until such time as the Township advises the Bank that the Letter of Credit may be reduced or is no longer required; and
- v) if the Letter of Credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement Letter of Credit in such form and on such terms acceptable to the Municipality, the Municipality may be permitted to draw on up to 100% of the Letter of Credit on or before the date of expiry.

