

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: February 25, 2025

CASE NO(S).:

OLT-24-001062

PROCEEDING COMMENCED UNDER subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Sarlie Canada Inc.
Subject:	Site Plan
Description:	To permit 10 live/work townhomes and a three-storey 16-unit apartment building with retail.
Reference Number:	SP04-2024
Property Address:	12, 18, 22, 24, 28 and 34 Collingwood Street East
Municipality/UT:	Meaford/Grey
OLT Case No.:	OLT-24-001062
OLT Lead Case No.:	OLT-24-001062
OLT Case Name:	Sarlie Canada Inc. v. Meaford (Municipality)

Heard: February 10-11, 2025 by Video Hearing

APPEARANCES:

Parties

Sarlie Canada Inc.

Municipality of Meaford

Counsel

Leo Longo

Sarah Hahn

DECISION DELIVERED BY S. BOBKA AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The matter before the Tribunal is an appeal pursuant to s. 41(12) of the *Planning Act* (“Act”) with respect to the failure of the Municipality of Meaford (“Municipality”) to make a decision on a site plan application filed by Sarlie Canada Inc. (“Appellant”) for the property municipally known as 12, 18, 22, 24, 28 and 34 Collingwood Street East (“Subject Lands”).

[2] The Appellant proposes to develop ten four- and five-storey live-work townhomes fronting a pedestrian mews and a three-storey 16-unit mixed-use apartment building with ground floor commercial units. Each townhome is provided two parking spaces via a two-car garage accessed from the rear lanes. Parking for the apartment building is provided by a 29-space surface lot at the rear of the building. The Subject Lands are located within a Heritage Conservation District and the required Heritage Permit has been obtained from the Municipality.

HEARING

[3] At the start of the merit Hearing, the Tribunal was informed by the Parties that there had been fruitful discussions to date, and it was suggested that with additional time, further scoping or settling of issues could occur. The Tribunal provided some initial time in the morning, then opted to stand down the Hearing for the remainder of the day to give the Parties time to continue their discussions.

[4] On the second day, the Parties advised that a full settlement had been reached regarding the Site Plan and the Site Plan Agreement and requested the Tribunal's consideration of same.

[5] The Tribunal received written and oral evidence in support of the settlement from

Kory Chisholm, a Registered Professional Planner retained by the Appellant, who the Tribunal qualified to provide opinion evidence in land use planning. The following findings are based on Mr. Chisholm's unchallenged evidence, which the Tribunal accepts.

SUBJECT PROPERTY AND SURROUNDING CONTEXT

[6] The Subject Lands are approximately 0.502 hectares in size, with approximately 50.6 metres ("m") of frontage along the north side of Collingwood Street East. They are generally flat but slope from north to south and are currently vacant.

[7] The Subject Lands are within Downtown Meaford and are within the Meaford Downtown Business Improvement Area and the Downtown Meaford Heritage Conservation District. They are:

- a. close to a number of community facilities, recreation facilities and parks;
- b. within walking distance to small scale commercial uses along Sykes Street North, which is the Main Street through the Downtown;
- c. within a short walking distance to the Meaford Harbour and the waterfront amenity area;
- d. within walking distance to Grey Transit Route bus stops which connect to destinations throughout Grey County; and,
- e. serviced by existing municipal water and wastewater services.

[8] Surrounding land uses include:

- a. to the North: single-detached dwellings, a massage therapist office, a

three-storey apartment building, and McCarrol Park;

- b. to the East: a single-detached dwelling and a dental office;
- c. to the South: Collingwood Street East, with single-detached dwellings, townhouse dwellings, a bookstore, a hardware store, a restaurant, and Meaford Hall Arts and Cultural Centre; and,
- d. to the West: a vacant building which formerly served as the Capitol Theatre, and a single-detached dwelling.

EVIDENCE

[9] It was Mr. Chisholm's overall opinion that the proposed development, as shown on the Site Plan and subject to the conditions included within the Site Plan Agreement, is appropriate and should be approved. He stated that the proposal:

- a. has regard for matters of provincial interest under the Act;
- b. is in accordance with s. 41 of the Act;
- c. is consistent with the Provincial Planning Statement 2024 ("PPS 2024");
- d. is in conformity with the County of Grey ("County") Official Plan;
- e. is in conformity with the Municipality Official Plan;
- f. is in compliance with the Municipality Zoning By-law; and,
- g. provides for a compatible design that does not create any adverse impacts.

[10] Mr. Chisholm highlighted that the proposed development:

- a. directs growth to an appropriate location (that being the Primary Settlement Area) and features intensification and redevelopment of underutilized lands;
- b. represents development that is compact, transit-supportive, pedestrian-oriented and accessible and contributes to a complete community;
- c. has been designed to complement the historic character of the Downtown area, features a range of commercial uses and will strengthen the commercial nature of the Downtown;
- d. features the provision of housing above commercial uses and supports a vibrant pedestrian realm; and,
- e. optimizes the use of existing services and infrastructure;

[11] Mr. Chisholm stated that the proposed development is appropriate for the Subject Lands, represents good planning and is in the public interest.

ANALYSIS AND FINDINGS

[12] Upon consideration and in keeping with the uncontroverted opinion evidence of Mr. Chisholm, the Tribunal is satisfied that the proposal is consistent with the PPS 2024, conforms to both the County and the Municipality Official Plans, complies with the site specific zoning and reflects principles of good land use planning in the public interest. In addition, the Tribunal has had regard to the matters of provincial interest found in s. 2 of the Act.

[13] The Tribunal finds that the proposal will feature a well-designed, compact and energy efficient built form, which will create additional housing units and types in a location appropriate for growth with adequate servicing and in close proximity to transit. Based on the foregoing, the Tribunal finds that the proposed development warrants approval.

ORDER

[14] **THE TRIBUNAL ORDERS** that the appeal is allowed, in part, and the Site Plan prepared by Lloyd Hunt on January 30, 2025 is approved subject to the conditions set out in **Attachment 1** to this Order.

[15] The Tribunal may be spoken to in the event any matter or matters should arise in connection with the implementation of this Order.

“S. Bobka”

S. BOBKA
MEMBER

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1**ATTACHMENT 1**

**DEVELOPMENT AGREEMENT
SP04-2024**

THE CORPORATION OF THE MUNICIPALITY OF MEAFORD

**and
SARLIE CANADA INC.**

**FIRSTLY: LOT 1095 PLAN 309 MEAFORD; PART LOTS 1091-1092, 1094
PLAN 309 MEAFORD AS IN R479938, EXCEPT THE EASEMENT THEREIN;
SECONDLY: PART LOTS 1092-1093 PLAN 309 MEAFORD AS IN R519659;
THIRDLY: PART LOT 1093 PLAN 309 MEAFORD AS IN R521600; FOURTHLY:
LOTS 1096-1097 PLAN 309 MEAFORD; PART LOT 1094 PLAN 309 MEAFORD
AS IN R512736; MUNICIPALITY OF MEAFORD**

Being all of PIN 37108-0324 (LT)

(described in Schedule "A")

THE CORPORATION OF THE MUNICIPALITY OF MEAFORD AND SARLIE
CANADA INC.

TABLE OF CONTENTS

PART I	4
GENERAL	4
1. <i>Subject Lands</i>	4
2. <i>Definitions</i>	4
3. <i>Schedules</i>	5
PART II	6
APPROVED PLANS	6
4. <i>Approved Plans for Development</i>	6
PART III	6
GENERAL COVENANTS OF OWNER	6
5. <i>Construction in Accordance with Approved Plans</i>	6
6. <i>Conformity with Agreement</i>	6
7. <i>Issuance of Building Permits and Completion</i>	6
8. <i>Construction Act</i>	7
9. <i>Professional Consultants</i>	7
PART IV	7
COMPLETION & MAINTENANCE OF DRAINAGE WORKS, SERVICES AND LANDSCAPING	7
10. <i>Completion of Drainage Works, Works and Services and Landscaping</i>	7
(a) <i>Landscaping</i>	8
(b) <i>Extension of External Works and Services</i>	8
(c) <i>Drainage and Storm Water Management</i>	8
(d) <i>Parking and Loading Facilities</i>	8
11. <i>Traffic Impact Assessment</i>	9
12. <i>Ownership and Maintenance of Drainage Works, Internal Services & Landscaping</i>	9
PART V	9
LAND INTERESTS TO BE CONVEYED	9
13. <i>General Conveyance Requirements</i>	9
(a) <i>Parkland Dedication [If applicable]</i>	9
PART VI	10
GENERAL CONDITIONS	10
14. <i>Right-of-Way Activity Permit</i>	10
15. <i>Garbage Containment and Removal</i>	10
16. <i>Site Alteration Permit</i>	11
17. <i>Designated Barrier Free Parking and Accessibility Compliance</i>	11
18. <i>Noise Study</i>	11
19. <i>Snow Storage and Removal</i>	12
20. <i>Lighting Facilities</i>	12
21. <i>Access Facilities, Fire Routes and Hydrants</i>	12
22. <i>General Provisions</i>	12
PART VII	13
SPECIAL TERMS & CONDITIONS	13
23. <i>Entrance Access Agreements</i>	13
24. <i>Acknowledgement Re: Private Water System</i>	13
25. <i>Additional Special Conditions</i>	13
26. <i>Asset Management Plan Compliance</i>	13
27. <i>General Acknowledgment re. Conditions of Approval</i>	13
PART VIII	14
FINANCIAL CONDITIONS, SECURITY AND INSURANCE	14
28. <i>Fees and Charges</i>	14
<i>The Owner shall pay to the Municipality, upon execution of this Agreement, the payments, fees, charges and rates as set out in Schedule "E".</i>	14
29. <i>Processing and Approval Fees</i>	14
30. <i>Development Charges</i>	14
31. <i>Security</i>	14

32. <i>Emergency Works Deposit</i>	15
33. <i>Insurance and Indemnification</i>	15
PART IX	16
ENFORCEMENT	16
34. <i>Occupancy</i>	16
35. <i>Default</i>	17
36. <i>Enforcement and Entry by Municipality</i>	17
37. <i>Termination of Agreement</i>	17
PART X	17
ADMINISTRATION	17
38. <i>Notice</i>	17
39. <i>Registration of Agreement</i>	18
40. <i>Postponement and Subordination</i>	18
41. <i>Other Applicable Agencies</i>	18
42. <i>Other Applicable Laws</i>	18
43. <i>Interpretation of Agreement</i>	18
44. <i>Waiver</i>	19
45. <i>Extension of Time</i>	19
46. <i>No Challenge to Agreement</i>	19
47. <i>Governing Law</i>	19
48. <i>Counterparts and Electronic Signature Clause</i>	19
SCHEDULE "A"	22
LEGAL DESCRIPTION OF LAND	22
SCHEDULE "B"	23
APPROVED PLANS AND DRAWINGS	23
SCHEDULE "C"	25
SECURITY REQUIREMENTS	25
SCHEDULE "D"	26
REDUCTION OR RELEASE OF SECURITY	26
SCHEDULE "E"	27
LIST OF FINANCIAL OBLIGATIONS OF THE OWNER	27
SCHEDULE "F"	28
LAND INTERESTS TO BE CONVEYED	28

THIS AGREEMENT made as of this ____ day of _____, 2025.

BETWEEN:

SARLIE CANADA INC.
(hereinafter called the "Owner")

-and-

THE CORPORATION OF THE MUNICIPALITY OF MEAFORD
(hereinafter called the "Municipality")

WHEREAS by an application deemed complete on August 7, 2024, the Owner applied to the Municipality for Site Plan Approval in respect of its development of the land described in Schedule "A" (the "Lands") and which has been processed for approval within the Municipality's File No. SP04-2024.

AND WHEREAS the Ontario Land Tribunal has given approval (the "Approval") to proceed with the development of the Lands subject to a requirement that the Owner enter into an agreement as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990 c. P.13 (the "*Planning Act*");

AND WHEREAS the Municipality is executing this Agreement in order to secure the provision of certain facilities, works and matters referred to in subs. 41(7) and (8) of the *Planning Act* relating to the development and to confirm the provision of the plans and drawings approved for the development as provided in subs. 41(4) of the *Planning Act*;

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 obligations of the Owner to develop the lands in accordance with the conditions of Site Plan Approval granted by the Municipality;

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 described in Schedule "A".

2. Definitions

In this Agreement unless the context otherwise requires, the following terms will have the following meanings:

- (a) "**Agreement**" means this Agreement including all schedules attached hereto and includes the Approved Plans.
- (b) "**Approved Plans**" means all of the plans, drawings, sketches, elevations, details and renderings submitted to and approved by the Municipality for development of the Lands as well as any maintenance manuals that relate to the operational servicing of the Lands;
- (c) "**Architect**" means a professional architect duly qualified and a member in good standing of the Ontario Association of Architects;
- (d) "**Drainage Plan**" means a storm water management and drainage plan prepared by an Engineer to address storm water management and drainage requirements set out in this Agreement for the proposed development;
- (e) "**Drainage Works**" means all storm-water management facilities including, without limitation, grading, all drainage swales, ditches and ponds internal and external to the Lands to be constructed by the Owner pursuant to this Agreement, including the extension, improvement, enlargement or upgrading of existing facilities all in accordance with the Drainage Plan;
- (f) "**Engineer**" means a professional engineer duly qualified, licensed and in good standing with the Professional Engineers Association of Ontario and who holds a Certificate of Authorization for municipal engineering applications;
- (g) "**External Services**" includes water mains, storm and sanitary sewers, lateral extensions and connections, street lighting and hydro that are external to the Lands;

- (h) **"Internal Services"** means services including watermains, storm and sanitary sewers, lateral connections, catch basins and hydro located within the Lands;
- (i) **"Lands"** means those lands described in Schedule "A" to this Agreement and includes all easement rights and obligations granted in connection therewith;
- (j) **"Landscape Architect"** means a professional landscape architect duly qualified and a member in good standing of the Ontario Association of Landscape Architects;
- (k) **"Landscape Plans"** means all landscape and planting plans and any Tree Preservation Plan prepared for and related to the development as approved by the Municipality;
- (l) **"Landscaping"** means all landscaping and design features shown on the Approved Plans and includes all planting required as illustrated thereon including the replanting and replacement of trees, shrubs and vegetation as determined in accordance with the Landscape Plans and the Tree Preservation Plan;
- (m) **"Municipal Facility Improvements"** means any municipal capital facilities that are owned by the Municipality and for which improvements are required to be made to accommodate the development of the Lands;
- (n) **"Owner"** where used in this Agreement means the registered owner of the Lands against which this Agreement has been registered from time to time and the terms of this Agreement shall be binding only on the registered owner of the lands for the purposes of enforcement of the terms of this Agreement as at the date of such enforcement unless specifically stated otherwise herein;
- (o) **"Professional Consultant"** means an Architect, Engineer, Landscape Architect and/or landscape design consultant acceptable to the Municipality, acting reasonably;
- (p) **"Record Drawings"** means the approved site drawings updated by the Professional Consultant to include all changes and notes made during the course of construction and showing the "as built" structures, Works and Services, and Landscaping constructed, installed or planted in accordance with the requirements of this Agreement;
- (q) **"Security"** means all forms of security including cash, letters of credit, performance bonds and insurance to be provided by the Owner pursuant to the requirements of this Agreement and includes any other security provided under related agreements and approvals entered into or given with respect to the proposed development;
- (r) **"Services"** includes Internal Services and External Services as well as hydro, gas, telephone and cable systems to be constructed by the Owner pursuant to this Agreement or through a separate agreement with suppliers of such services or as are necessary to provide adequate services to the development on the Lands, including the extension, improvement, enlargement or upgrading of existing Services;
- (s) **"Site Alteration Plan"** means a control plan prepared in accordance with the site alteration standard as identified in Schedule "B", Code for the Design and Maintenance of Erosion and Sediment Control Measures;
- (t) **"Site Plan Approval"** means the approval granted by the Municipality for development of the Lands in accordance with Section 41 of the *Planning Act*;
- (u) **"Tree Preservation Plan"** means the plan approved by the Municipality for preservation of trees on the Lands or within the vicinity of the proposed development on the Lands in accordance with the requirements of the Municipality's tree preservation by-law;
- (v) **"Works and Services"** includes Internal Services and External Services as well as roads, hydro, gas, telephone and cable systems to be constructed by the Owner pursuant to this Agreement or through a separate agreement with suppliers of such works and services or as are necessary to provide adequate services to the development on the Lands, including the extension, improvement, enlargement or upgrading of existing Works and Services, all as provided under this Agreement.

3. Schedules

The following schedules are attached hereto and form part of this Agreement:

SCHEDULE "A"	Description of the Lands affected by this Agreement.
SCHEDULE "B"	Approved Plans.
SCHEDULE "C"	Security Requirements
SCHEDULE "D"	Schedule for the release/reduction of Security held by the Municipality.
SCHEDULE "E"	List of Financial Obligations of the Owner

SCHEDULE "F"

Listing of land or interest in land to be conveyed, dedicated or transferred to the Municipality.

PART II

APPROVED PLANS

4. Approved Plans for Development

The Municipality has given its approval for the development to be carried out on and with respect to the Lands as shown and illustrated on the Approved Plans listed in Schedule "B" which are incorporated by reference into and form an integral part of this Agreement.

PART III

GENERAL COVENANTS OF OWNER

5. Construction in Accordance with Approved Plans

The Owner covenants and agrees to construct all buildings, structures, Works and Services and related facilities required under this Agreement substantially in accordance with the Approved Plans.

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 a mixed-use development including 26 Residential Units, in a mixture of 10 townhouses and 16 apartment units with ground floor commercial of approximately 515 square metres (+/- 8 units), along with parking and garbage disposal facilities and the necessary on-site water, wastewater connections and stormwater management works. The Owner represents and warrants to the Municipality that no substantial deviations or changes that impede the functionality of the development and/or exceed the limits set out in the zoning bylaw shall be made to the Approved Plans and no construction shall take place contrary to the Approved Plans without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that Approved Plans 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. Building permit drawings are to be in general conformity with the appended approved site plan drawings.

Discrepancies discovered between the Approved Plans and the as constructed buildings, structures, Works and Services and facilities, whether intentional or not, shall be resolved and/or corrected by the Owner, at the sole cost and expense of the Owner, to the satisfaction of the Municipality.

6. 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 Site Plan Approval granted by the Municipality and all other plans and specifications submitted to and accepted by the Municipality as part of its Site Plan Approval and by such other agencies or approval authorities as may be applicable, it being understood that this restriction shall not extend to those features shown on approved plans that are for illustration purposes only and are not subject to municipal approval and control under Section 41 of the *Planning Act*.

7. Issuance of Building Permits and Completion

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 it has been fully executed and registered on title to the Lands.

If a building permit for the apartment building development is not issued within **three (3)** years from the date of registration of this Agreement on title to the Lands, the Certificate of Preliminary Approval shall become null and void.

The Owner acknowledges and agrees that that all external Works and Services as outlined within Schedule "C" shall be completed by no later than three (3) years from the date of registration of this Agreement on title to the Lands unless otherwise extended by further

agreement made in writing with the Municipality.

The Municipality will hold wastewater allocation for the Owner of 26 units being 16 apartment units & 10 townhouse units as well as the associated commercial units as depicted on the approved drawings. If a building permit is not issued within **three (3)** years from the date of registration of this Agreement on title to the Lands for any of the units, the Municipality is entitled to take back the service allocation for such units. Allocation may also be taken back by the Municipality for units where construction does not progress and the building permit for such units is revoked/cancelled. Notwithstanding the above, the Municipality may grant an extension of any unused servicing allocation upon the request of the Owner.

8. Construction Act

The Owner covenants and agrees that it will hold back in its payments to any contractor who may construct municipal services, facilities or works on municipal or publicly owned lands or within lands subject to municipal easements, such amounts as may be required under the provisions of the *Construction 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, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens.

9. Professional Consultants

The Owner covenants and agrees to retain such Professional Consultants as are reasonably required by the Municipality to act as the Owner's technical representative in all matters pertaining to the design and installation of the works, to prepare all plans, drawings, sketches, elevations, details, renderings, studies and reports to be submitted for approval, to certify all work to be carried out in accordance with the Approved Plans, and to obtain in conjunction with the Municipality or its agents the necessary approvals for the installation of the works from any required governmental authority. Without limiting the generality of the foregoing, the Owner shall retain the services of the following:

- (a) An Engineer 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 approval. The Owner's Engineer shall inspect and certify to the Municipality that all Drainage Works and Works and Services have been constructed in accordance with the approved engineering drawings and reports prior to submitting any request for the reduction of any Security held in connection with the construction of Drainage Works and Works and Services approved in accordance with this Agreement. The certificate, or certificates, shall be in a format acceptable to the Municipality.
- (b) A Landscape Architect or landscape design consultant acceptable to the Municipality for landscape design, construction, site inspection and project control to ensure compliance with this Agreement and the approved Landscape Plans. Where required, the Owner shall retain an arborist to ensure compliance with the approved Tree Preservation Plan. The Owner's Landscape Architect or landscape design consultant shall inspect and certify to the Municipality that all Landscaping has been completed in accordance with the Landscape Plans and maintained as required, including maintenance required in accordance with a Tree Preservation Plan, prior to submitting any request for the reduction of any Security held in connection with all Landscaping constructed, installed or maintained pursuant to this Agreement.

For greater certainty, the Municipality may, upon prequalification of such as confirmed in writing by the Municipality, accept the use of other qualified professionals for certain components of the design, inspection and certification processes required pursuant to this Agreement.

PART IV

COMPLETION & MAINTENANCE OF DRAINAGE WORKS, SERVICES AND LANDSCAPING

10. Completion of Drainage Works, Works and Services and Landscaping

The Owner covenants and agrees to complete the Drainage Works, Works and Services

and all Landscaping as more particularly detailed, described and illustrated in the plans and drawings referred to in Schedule "B" and as more particularly dealt with below:

(a) Landscaping

- (i) The Owner covenants and agrees to complete Landscaping in accordance with the approved Landscape Plans referred to in Schedule "B".
- (ii) The Owner shall replant any existing vegetation identified for preservation as illustrated in Landscape Plans referred to in Schedule "B" which has been removed or damaged. The composition of such replanting will be of a size, quantity and species-mix to the satisfaction of the Municipality, such that the measured net diameter total of removed or damaged trees are replanted with an equivalent net diameter total of trees as those which have been removed.

(b) Extension of External Works and Services

- (i) The Owner shall provide evidence satisfactory to the Municipality of the capacity and adequacy of all external Works and Services required to service the Lands and the proposed development, failing which the Owner shall install, extend or improve the external Works and Services to the Lands, at the Owner's own expense, satisfactory to the Municipality.
- (ii) The Owner's Engineer shall provide the Municipality with a proposed schedule for the installation, extension and improvement of all external Works and Services including a proposed completion date which shall be updated from time to time as work progresses with any material changes in the completion dates. The Owner shall retain the services of the Engineer until the installation, extension and improvement of the external Works and Services is complete at which time the Engineer shall certify completion to the Municipality prior to the Owner giving notice of the completion of any of the buildings in the proposed development pursuant to s. 7 of the *Building Code Act*.

(c) Drainage and Storm Water Management

- (i) General. The Owner shall have prepared and agrees to implement a Drainage Plan prior to execution of this Agreement. The Owner is responsible for all work carried out on the Lands, including restoration required to facilitate development of the Lands. In this regard, the Drainage Plan shall include conveyance and control systems, which shall be designed in accordance with the policies, criteria and past practice of the Municipality and the Ministry of Environment, Conservation and Parks. Where appropriate, the Drainage Plan shall show stormwater management facilities dealing with quality and quantity requirements and include groundwater infiltration methods where rooftop storage is part of the design.
- (ii) Erosion and Sediment Control. The Owner shall design, implement and monitor erosion and sediment control measures prior to and during construction of the proposed site.
- (iii) Quality Control Structures. Where applicable, the Owner agrees to maintain any quality control structures on-site in accordance with the Certificate of Approval issued by the Ministry of Environment, Conservation and Parks.
- (iv) Owner's Indemnity for Drainage. The Owner indemnifies the Municipality for any liability for damages arising from drainage flowing from or onto any lands adjoining the Lands as a result of:
 1. the development of the Lands; and/or,
 2. implementation of the Drainage Plan; and/or
 3. the lack of maintenance of the on-site stormwater management system; and/or,
 4. the construction, installation or maintenance of any Drainage Works, Landscaping, facilities or structures on or within the Lands.

(d) Parking and Loading Facilities

The Owner shall provide parking, loading and walkway areas as shown on the Approved Plans and finish all surfaces with asphalt, concrete or other surfacing material typically approved by the Municipality based on the Municipality's standard construction 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 finished with approved surface material in accordance with the Approved Plans. All parking and loading areas shall be constructed, finished and maintained to the

Municipality's satisfaction. All barrier free parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality.

11. Traffic Impact Assessment

Not Applicable

12. Ownership and Maintenance of Drainage Works, Internal Services & Landscaping

The Owner covenants and agrees that once all Drainage Works internal to the site, Internal Services and Landscaping required to be provided, constructed or installed by the Owner 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, such Drainage Works internal to the site, Internal Services and Landscaping shall be maintained in the approved condition until this Agreement is amended or otherwise released from title. In the event that any of the Drainage Works internal to the site, Internal Services and Landscaping 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 Owner acknowledges and agrees that the Municipality shall have no obligation or responsibility whatsoever for the design, installation, operation, maintenance, repair, reconstruction and replacement of the internal Works and Services or for any other costs relating to the internal Works and Services.

PART V

LAND INTERESTS TO BE CONVEYED

13. General Conveyance Requirements

The Owner shall convey the land interests to the Municipality as listed in Schedule "F" to this Agreement and in accordance with the requirements more particularly set out as follows:

(a) Parkland Dedication

The Owner shall pay, pursuant to the requirements of the *Planning Act*, prior to the registration of this Agreement, a contribution of cash-in-lieu of parkland dedication in the amount of \$26,600.00.

(b) Public Walkway Easement

As satisfaction of the condition of the Holding provisions of Zoning By-law 2022-58, the Owner agrees to register a two-metre-wide easement for the purpose of pedestrian crossing of the site from Collingwood Street to McCarroll Park between the west 5 storey townhouses and east townhouses in accordance with the Approved Plans and to the satisfaction of the Municipality.

The conveyance shall be completed concurrent with the registration of this Agreement and shall include the registration of any postponement agreements reasonably required by the Municipality to ensure the priority of its easement rights over that of any encumbrances registered on title to the Lands.

If a survey with legal description for the two-metre-wide easement is not available at the time of registration, the Owner shall convey to the Municipality a temporary blanket easement over the Lands.

The Owner has the right to require, and the Municipality shall forthwith extinguish this temporary easement and replace it with the aforesaid two-metre-wide easement when a survey is completed to provide a legal description to identify the public walkway lands more narrowly.

The Owner has the right to extinguish either the temporary blanket easement or the two-metre-wide easement should the Owner formally advise the Municipality that they will not be proceeding with the construction of the west 5 storey townhouse, and, upon receipt of such notice the Municipality shall forthwith provide such release and have the easement removed from title.

The rights of the Municipality to use the easement lands for a public walkway only become active and effective once occupancy is granted for the west townhouses.

Once active and effective, the public walkway shall be open to the public from dawn until dusk from April 1 – November 14 and closed outside of these times/dates. The Owner shall be responsible for erecting a sign at the entrance indicating these times and dates. The Owner agrees to ensure that access through the gate to the park is restricted to the hours of operation and seasonal closures of McCarroll Park as set out above.

The Owner covenants and agrees that it will not, without having obtained the prior written consent of the Municipality, place or remove any fill or improve any part of the easement lands by: (i) installing, planting or applying any surface treatment or vegetation in, under, over, across, upon and along the easement lands (other than seeding or sodding with grass); or (ii) erecting any fence, pole, structure or building or do any other construction above or below the surface of the easement lands.

Notwithstanding anything contained in this provision, nothing in the easement rights granted shall in any way interfere with the right of the Owner to use the easement lands in accordance with the municipality's zoning by-law or to develop or construct on the easement lands any building or structure approved by the municipality pursuant to the Planning Act, as amended or replaced, or the Building Code Act, as amended or replaced. The development and construction of buildings and accessory structures on the easement lands pursuant to such municipal approvals will not be considered an encroachment on the rights described herein unless such placement results in an actual interference with the public walkway, which is to be determined at the sole discretion of the Municipality, and should any such interference exist, the Municipality, in addition to its other rights as described herein, may enter and remove such interference and shall not hereby render itself liable in damages to the Owner.

The Owner agrees to construct a decorative metal fence and access gate, as shown in the approved drawings referenced at Schedule "B", along the shared property line with McCarroll Park.

The Owner agrees to construct, in concrete and to the Municipality's standard construction specifications, the public sidewalk and adjacent "patio space" located in the Municipal right-of-way between the sidewalk and buildings along the Collingwood Street frontage as shown on the Site Plan referenced in Schedule "B".

The Owner shall be solely responsible for regularly maintaining, clearing and inspecting the public walkway across the Lands to McCarroll Park at its sole expense, including but not limited to snow removal, cosmetic and structural repairs as required by the Municipality, acting reasonably.

PART VI

GENERAL CONDITIONS

14. Right-of-Way Activity Permit

The Owner shall obtain a right-of-way activity permit, road occupancy permit or other similar permit required by the Municipality or the County of Grey for any works undertaken on any road allowance(s) or public highways. The Owner shall provide a cash deposit or other security in an amount and in a form satisfactory to the Municipality or the County of Grey to guarantee the performance of the Owner's obligations pursuant to the permit and to indemnify the Municipality and/or the County of Grey for any costs incurred as a result of any work undertaken on the road allowance(s) or with respect to the Lands that has an adverse impact on the road allowance(s). The deposit is a pre-estimate only and the Municipality and the County of Grey each reserves the right to be completely indemnified for any costs or damages incurred by the Municipality or the County of Grey as a result of any work undertaken on the Municipality's or County of Grey's road allowance(s) or which has had an adverse impact thereon.

15. Garbage Containment and Removal

The Owner shall take reasonable measures to ensure that all garbage containment and

removal requirements are implemented and maintained as required by this Agreement during and following the proposed development of the Lands. The Owner shall be subject to the remedies available under this Agreement for any failure to take such measures or to implement and maintain such requirements. Without limiting the foregoing, the Owner agrees as follows:

- (a) To take reasonable measures to prevent any refuse, junk, debris or other material from being deposited on any lands including but not limited to adjacent or nearby school lands, parklands, environmental protection or open space land in the area, and that any such refuse, junk, debris, or other material will be removed from such 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 any Security filed with the Municipality in accordance with Part VIII of this Agreement and in addition to any other remedies which it may have under Part IX hereof.
- (b) That any garbage storage containment areas or containers permitted on the Lands shall be weather-tight and allow for the separate containment of recyclable materials to the satisfaction of the Municipality all in accordance with the Approved Plans. In the event that the Owner shall be in default of this provision, the Owner hereby constitutes the Municipality as the Owner's agent for removal of such receptacles subject to the same terms regarding notice and recourse to Security as set out in paragraph (a) above.
- (c) The Owner shall indemnify the Municipality with respect to the removal of such receptacles on the same terms regarding notice and recourse to Security as set out in paragraph (a) above. The Municipality shall be entitled to charge an administration fee with respect to such removal, such fee to be determined by the Municipality acting reasonably. The Owner shall reimburse the Municipality for its costs and pay such administration fee forthwith after being invoiced for same by the Municipality failing which the Owner consents to such amounts being added to the realty taxes exigible on the Lands and the provisions of Section 349 of the *Municipal Act, 2001* shall apply.

16. Site Alteration Permit

The Owner shall obtain a Site Alteration Permit, prior to making any alterations to the Lands. In that regard, the Owner's Engineer will be responsible for the preparation of Site Alteration Plan and follow the means by which erosion and siltation, and their effects, will be mitigated during and after the construction period as detailed in the submitted Erosion and Sediment Control Plan (C106) referred to in Schedule "B". The installation of appropriate sediment and erosion control measures must be in place before commencing any works on the Lands. In this regard, the Owner will also be required to stabilize all inactive areas of the Lands beyond the immediate area of the proposed development. Until all works are completed and any guaranteed maintenance period has expired, it will be the responsibility of the Owner, through its Professional Consultant, to undertake routine inspections of all erosion and sediment control structures to ensure that they are in place and operating in accordance with the Site Alteration Plan. The Professional Consultant is responsible for completing regular reviews and making reports available to the Municipality upon their request. Such inspections shall be carried out on a monthly basis, or after each major storm event. The Owner acknowledges and agrees that review and approval of the Site Alteration Plan will be coordinated with the review and approval of the Tree Preservation Plan, where applicable.

17. Designated Barrier Free Parking and Accessibility Compliance

The Owner shall comply with all applicable barrier free and accessibility by-law requirements or other applicable legislative requirements so as to ensure adequate provision is made for barrier free parking on the site and that suitable access from the barrier free parking spaces to the building(s) located on the site has been provided to the satisfaction of the Municipality.

18. Noise Study

Not Applicable

19. Snow Storage and Removal

The Owner shall make the required arrangements to provide for regular removal of snow from the Lands developed pursuant to this Agreement or provide sufficient snow storage areas on the Lands in accordance with the approved site plan. The Owner agrees that stockpiling of snow shall be limited to those locations set out in the approved drawings at Schedule "B". The Owner further agrees that snow storage shall not be permitted so as to adversely affect planted landscaping areas or adjacent lands and shall not adversely affect the operation of the Drainage Plan for the Lands or drainage on adjacent lands.

20. Lighting Facilities

The Owner shall design, install and maintain light standards, fixtures and illumination devices to adequately illuminate the Lands, such devices to be designed, installed and maintained so as to minimize the spread of light onto other properties or onto public highways by using directional lighting wherever feasible.

Without limiting the generality of the foregoing, the Owner shall comply with Municipality's standards or guidelines with respect to all exterior lighting requirements including use of full cut-off fixtures for exterior parking lot lighting and fully shielded fixtures for wall mounted exterior lighting.

21. Access Facilities, Fire Routes and Hydrants

The Owner covenants and agrees:

- (a) 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.
- (b) 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 or otherwise completed to the Municipality's specifications.
- (c) Not to block or impede any designated fire access routes, to provide fire access route signs and to locate and install such number of privately maintained fire hydrants together with appropriately sized watermains as are required by the Municipality and to satisfy any other requirements of the Municipality for fire safety and prevention purposes, all at the Owner's expense.

22. General Provisions

The Owner covenants and agrees as follows:

- (a) To provide mylars and/or electronic digital copies of each plan referred to in Schedule "B" to this Agreement at the time of execution of this Agreement acceptable to the Municipality.
- (b) To file with the Municipality, following completion of construction of any Works and Services, a complete set of Record Drawings for the Works and Services in form satisfactory to the Municipality.
- (c) 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.
- (d) To provide, during all hours of construction, competent on-site supervision of all work required to be done on all public and private lands and building construction to be undertaken on the Lands.
- (e) That no signage, satellite dishes, antennae or associated equipment rooms will be permitted on the roof without the written consent of the Municipality and that all permitted roof-top equipment shall be screened as specified in the Approved Plans.
- (f) The Owner shall pay all costs associated with the relocation of Works and Services as may be required as part of the development approval for the Lands. Without limiting the generality of the foregoing, the Owner shall make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing Works and Services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works and Services required under this Agreement.
- (g) Where reasonably required, to erect construction fencing to secure the site during construction activities.
- (h) Where reasonably required, to provide a letter of clearance pertaining to the Endangered Species Act that demonstrates that the site is clear of any flora or fauna identified under the Act. The letter shall be provided to the Municipality

prior to the commencement of any site works and as a condition of registration. In the event the site contains any endangered species it is the responsibility of the Owner/Applicant to contact both the Municipality and the Ministry of Natural Resources and to take appropriate action.

PART VII

SPECIAL TERMS & CONDITIONS

23. Entrance Access Agreements

Not Applicable

24. Acknowledgement Re: Private Water System

The Owner acknowledges and agrees that the water distribution system and fire protection systems within the limits of the Lands are privately owned and to be maintained by the Owner in accordance with all applicable laws, fire code and insurance requirements.

The Owner shall be responsible for testing and maintenance of water lines, shutoff valves, backflow preventers and fire hydrants.

25. Additional Special Conditions

In addition to any other special conditions contained in Part VII hereof, the Owner agrees that it shall perform and comply with the following special conditions:

- a) The Owner shall comply with all requirements of Hydro One as related to electrical servicing for the development;
- b) The Owner agrees to submit documentation to the Municipality to confirm satisfaction of the Environmental Protection Act regarding change of use which may include a Record of Site Condition.
- c)
- d) The Owner agrees to submit to the Municipality an Arborist Report completed by an ISA Certified Arborist and filed with the Municipality. The Report will include recommendations that will be implemented through the Site Alteration Permit;
- e) As satisfaction of the condition of the Holding provisions of Zoning By-law 2022-58, at the completion of construction of the mews, the Applicant agrees to furnish a letter to the Municipality confirming that all the costs associated with developing the pedestrian walkway, including but not limited to the design, construction, registering of the easement, and all associated design and improvements necessary to make the walkway functional, was equal to at least \$300,000.00.
- f) The Owner has received a Heritage Permit. Compliance with the Heritage Permit will be confirmed at the time of Building Permit application as per the Ontario Building Code, Definition of Applicable Law 1.4.1.3(1)(a)(xx) section 42 of the Ontario Heritage Act with respect to the permit given by the council of a municipality for the erection, alteration or demolition of a building.

26. Asset Management Plan Compliance

The Owner acknowledges and agrees that prior to final acceptance and assumption of any municipal works, including road improvements and/or services, by the Municipality, and prior to the final release of security held by the Municipality, the Owner shall have provided to the Municipality, and in form acceptable to the Municipality, a detailed list and construction cost or supply value of the assets being acquired by the Municipality related to the approval and development of the Lands pursuant to the terms of this Agreement and which are to be included in the inventory of assets owned by the Municipality pursuant to the Municipality's Asset Management Plan.

27. General Acknowledgment re. Conditions of Approval

The Owner acknowledges that the conditions of approval which include the foregoing special conditions have been specifically imposed by the Municipality as part of the requirements for site plan approval for development of the Lands. The Owner has agreed to comply with all of the requirements of the conditions of approval as a condition precedent to the approval of its proposed development by the Municipality and the issuance of any permits for construction on the Lands. In the event of conflict between the provisions of this section and any other section of this Agreement, this section shall prevail.

PART VIII

FINANCIAL CONDITIONS, SECURITY AND INSURANCE

28. Fees and Charges

The Owner shall pay to the Municipality, upon execution of this Agreement, the payments, fees, charges and rates as set out in Schedule "E".

29. Processing and Approval Fees

The Owner shall pay all reasonable costs as incurred by the Municipality for its solicitor (on a substantial indemnity basis), its administrative costs (as authorized pursuant to the Municipality's By-Law related to fees and charges) and the costs for other staff, agents, officers or consultants for the preparation, registration, administration and enforcement of this Agreement. The Owner shall be responsible for the costs and performance of all the Owner's obligations unless specifically relieved from such responsibility by this Agreement. For the purposes of this Section, reasonable costs shall not include legal fees incurred by the Municipality in any dispute between the Municipality and the Owner as to the interpretation or application of this Agreement where it is determined that costs are to be paid by the Municipality.

30. Development Charges

The Owner shall pay all applicable development charges imposed pursuant to the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended in accordance with the requirements of the Municipality's development charge by-law at the times and in the manner specified in the by-law as amended and updated from time-to-time. The Owner acknowledges that development charges related to hard costs for infrastructure are payable to the Municipality prior to registration of this Agreement and as a condition precedent to the registration of this Agreement. All other development charges are to be paid as a condition of issuance of any building permits with respect to development on the Lands. Development Charges apply to the new buildings. Credit will be given for the four (4) residential units demolished from the site for up to five years following the issuance of their demolition permit on January 6, 2021. For greater certainty, such credits shall expire on January 6, 2026.

31. Security

In order to guarantee compliance with all terms and conditions contained in this Agreement:

- (a) The Owner covenants and agrees to provide or file with the Municipality upon execution of this Agreement, cash, bond and/or a letter or letters of credit (the "Security") in the amount(s) determined by the Municipality, acting reasonably, and as set out in Schedule "C". The Security shall be in a form approved by the Municipality, and the Owner covenants and agrees that the Security shall be kept in good standing, maintained at a level satisfactory to the Municipality and in keeping with the provisions of this Agreement and maintained in full force and effect and that the Owner will pay all premiums as any part of the Security becomes due or until such time as the Municipality returns or releases the Security in accordance with provisions set out in Schedule "D" governing reduction or release of Security.
- (b) The Owner acknowledges that the estimated costs of the Works and Services and Landscaping are initially prepared and submitted by the Owner's Professional Consultants and reviewed by the Municipality. It is further agreed that the estimates shall be reviewed and updated by the Municipality on or before each anniversary of the execution of this Agreement and prior to any reduction of Security. In the event the Municipality estimates that the costs of completion of the Works and Services and/or Landscaping shall be greater than the Security held, the Owner shall, within thirty (30) days of demand, provide such additional cash, updated bond or letter of credit or amended letter of credit in a manner acceptable to the Municipality for the required amount. In the event that the Owner fails to deliver to the Municipality the additional cash or letter of credit required, the Owner shall be deemed to be in default of this Agreement and the Municipality may, without additional notice, invoke the default provisions set out herein and may cash or otherwise call on such Security.
- (c) 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 of delivery of written notice,

with a direction to carry out such work or matter, the Municipality may draw on the Security to the extent necessary and enter onto the Lands and complete all outstanding external Works and Services, External Works or Landscaping or such other matters to which the Security relates, and to pay all costs and expenses incurred thereby from the proceeds so drawn.

- (d) The Municipality shall have reserved the right to draw on and use the proceeds from the Security held to complete any work or matter required to be done by the Owner pursuant to this Agreement. Notwithstanding Schedule "D" to this Agreement, in the event that the Municipality determines that any reduction in the Security 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 Security until such time as such work is satisfactorily completed or the Municipality has been satisfied that it has sufficient security to ensure that such work will be completed.
- (e) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Municipality 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.
- (f) Upon the transfer of ownership of the Lands, the Municipality shall not be required to return any Security required to be provided under this Agreement until the new owner (transferee) provides the Municipality a substitute consisting of cash, a letter of credit or such other security as may be permitted in the required amounts.
- (g) Any Security held by the Municipality may be used to pay the cost of completing any of the obligations of the Owner notwithstanding that such obligations may not have been specifically accounted for in the calculation to determine the amount or value of security to be provided by the Owner.

32. Emergency Works Deposit

Upon execution of this Agreement, the Owner shall deposit with the Municipality cash in the amount of TWO THOUSAND DOLLARS (\$2,000.00) to be used at the discretion of the Municipality for such items as control of debris and dust, emergency works and any other item pertaining to the development of the Lands. The Owner shall maintain the deposit at no less than TWO THOUSAND DOLLARS (\$2,000.00) until occupancy approval and completion of the development of the Lands in accordance with the Approved Plans has been certified and Record Drawings for Works and Services have been delivered at which time the Municipality shall refund any remaining deposit to the Owner.

33. Insurance and Indemnification

The Owner agrees to insure and indemnify the Municipality in accordance with the following provisions:

- (a) 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 \$5,000,000.00 (FIVE MILLION DOLLARS) in a form and with an insurer 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 therefore being rendered by the Municipality. In the event the Municipality is required to pay any premiums in order to keep the insurance in effect, the costs incurred by the Municipality shall be deemed to be taxes to which the provisions of s. 349 of the *Municipal Act, 2001* apply. 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.

The Owner shall take out and keep in full force and effect Automobile Liability (Owned and/or Leased Vehicles) insurance with an inclusive limit of liability of not less than \$5,000,000.00 (Five Million Dollars) exclusive of interest or costs, per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property. This policy must cover all vehicles owned, leased or operated by or on behalf of the insured.

- (b) The Owner shall take out and keep in full force and effect Environmental Pollution Liability insurance to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage cannot be limited to hostile fire only. This policy shall be written with a limit of not less than \$5,000,000.00 (Five Million Dollars) exclusive of interest or costs, on a claims-made basis, or such other limit as the Municipality may reasonably require, and shall not include the Municipality as an additional insured.
- (d) The Owner indemnifies the Municipality from and against all suits and claims of any nature arising out of or connected with the carrying out of the Owner's obligations in this Agreement and the Owner's obligations under any right of way activity permit, road occupancy permit or other similar permit issued in connection with the development of the Lands by the Owner either before or after the execution of this Agreement. This indemnity includes damages caused to property owned by the Municipality. This indemnity does not extend to the negligence of the Municipality, its officers, employees, agents or contractors. Except for circumstances involving the negligence of the Municipality as stated, the Municipality has the right to withhold and/or use any portion of any Security provided to indemnify the Municipality for any legal fees the Municipality incurs to defend its interest against any suit or claim of any nature arising out of or connected with the carrying out of the Owner's obligations, or the entering into of this Agreement.

PART IX

ENFORCEMENT

34. Occupancy

The Owner acknowledges that the Municipality is relying on the following covenants and rights regarding occupancy of any building, structure or part thereof constructed pursuant to the approval given in accordance with this Agreement:

- (a) The Owner covenants and agrees not to permit occupancy of any building, structure or part thereof for which building permits have been issued until all Works and Services 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 existing as of the date hereof, and that the internal water distribution and sanitary sewer collection, where applicable, have been tested and approved and are operating in accordance with the conditions established by the Municipality.
- (b) To ensure compliance with subsection (a) above, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality, if, in the opinion of the Municipality, a building, structure or part thereof is occupied contrary to said provision to cover the costs of enforcement of the terms of the Agreement including the obtaining of any court order required to prohibit occupancy or remedy and default on the part of the Owner with respect to its obligations set out in this Agreement related to occupancy.
- (c) In the event that a building, structure or part thereof is occupied otherwise than in accordance with the provisions of subsection (a), 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, structure or part thereof until such time as the terms of subsection (a) have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality.

35. Default

If, in the opinion of the Municipality, the Owner:

- (a) has not installed the Works and Services and Landscaping required according to the Approved Plans referred to in Schedule "B" within the specified time; or,
- (b) has improperly carried out the Works and Services and Landscaping required according to the Approved Plans referred to in Schedule "B"; or,
- (c) has neglected or abandoned the Works and Services and Landscaping or any portion thereof before completion; or,
- (d) has unreasonably delayed the installation of the Works and Services and Landscaping so that the conditions of this section are violated, or executed carelessly, or in bad faith; or,
- (e) has neglected or refused to renew or again install the Works and Services and Landscaping as may have been rejected by the Municipality as defective or unsuitable; or,
- (f) has defaulted in performing the terms of this Agreement, in any other manner,

then, the Municipality, except in cases of emergencies, may notify the Owner in writing of such default and may require the owner to rectify the default. If the default is not remedied within twenty (20) business days after receipt by the Owner of such notice or within such time period as may be designated in the notice by the Municipality, then the Municipality shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such contractors or workmen as in the opinion of the Municipality are required for the proper rectification of the default, to enter upon the Lands and to do all such work and things, including the installation of Works and Services, as are necessary to rectify the default to the satisfaction of the Municipality, at the cost and expense of the Owner. The cost of such work will be calculated by the Municipality, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour, materials, tools, machinery, and applicable taxes.

The Municipality's Treasurer may, at any time draw on and use all or part of the Security to pay the cost, as calculated by the Municipality, of any works or things, including the installation of Works and Services, done by the Municipality pursuant to the provisions of this section to rectify the default.

36. Enforcement and Entry by Municipality

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*. 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 and Services, Landscaping and External Services, if any, required to be provided, constructed or installed by the Owner comply with this Agreement.

37. Termination of Agreement

If the proposed development governed by this Agreement is not commenced, as evidenced by issuance of a building permit, 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.

PART X**ADMINISTRATION****38. 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 a confirmed facsimile transmission or e-mail to:

Sarlie Canada Inc.
 Attention: Krista Voigt
 PO Box 517
 Thornbury ON, N0H 2P0
 Email: krista@sarlie.org

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 include reference to the Municipality's file number and/or approval reference appearing on the cover page of this Agreement and shall be mailed, delivered or sent by confirmed facsimile transmission or e-mail to:

The Corporation of the Municipality of Meaford
 21 Trowbridge Street West
 Meaford, ON N4L 1N2
 Attention: Clerk
 Fax: 519-538-1556
 Email: clerk@meaford.ca

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.

39. 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.

40. Postponement and Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or other encumbrancers as may be deemed necessary by the Municipality and its solicitor 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 concurrent with the registration hereof or, upon written approval of the solicitor acting for the Municipality, within thirty (30) days immediately following registration.

41. Other Applicable Agencies

The Owner shall satisfy the Municipality that all other required approvals from other applicable agencies and authorities having jurisdiction have been obtained prior to registration of this Agreement or as development of the Lands proceeds, as necessary but registration shall not be conclusive evidence that the Municipality has been so satisfied. In the event that the Owner fails to provide evidence of any such approvals when reasonably requested to do so by the Municipality, the Owner shall be deemed to be in default of this Agreement until such time as the approvals required have been provided and the Municipality shall be entitled to have recourse to the remedies contained in Part IX of this Agreement until such time and the default has been cured.

42. 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.

43. Interpretation of Agreement

Any determination to be made with respect to the interpretation of this Agreement shall have regard to and be determined in accordance with the following:

- (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 HST).
- (d) References herein to any statute, regulation or by-law or any provision thereof include such statute or provision thereof as amended, replaced, revised, reenacted 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.

44. 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.

45. 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.

46. 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.

47. Governing Law

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

48. Counterparts and Electronic Signature Clause

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and taken together shall constitute one and the same agreement. Counterparts may be executed in either original or by electronic means, including, without limitation, by facsimile transmission, e-signature and by electronic delivery in portable document format (".pdf") or tagged image file format (".tif") and the parties shall adopt any signatures received by electronic means as original signatures of the parties.

[SIGNATURE PAGE FOLLOWS]

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) SARLIE CANADA INC.
 DELIVERED)
)
)
) _____ c/s
) Name:
) Title:
)
)
)
) _____ c/s
) Name:
) Title:
) I/We have authority to bind the corporation.

) THE CORPORATION OF THE MUNICIPALITY OF
) MEAFORD
)
)
) _____
) Ross Kentner, Mayor
)
)
) _____
) Alex Croce, Acting Clerk
) I/We have authority to bind the corporation.

SCHEDULE "A"***LEGAL DESCRIPTION OF LAND*****PIN 37108-0324**

FIRSTLY: LOT 1095 PLAN 309 MEAFORD; PART LOTS 1091-1092, 1094 PLAN 309 MEAFORD AS IN R479938, EXCEPT THE EASEMENT THEREIN;
SECONDLY: PART LOTS 1092-1093 PLAN 309 MEAFORD AS IN R519659;
THIRDLY: PART LOT 1093 PLAN 309 MEAFORD AS IN R521600; FOURTHLY:
LOTS 1096-1097 PLAN 309 MEAFORD; PART LOT 1094 PLAN 309 MEAFORD
AS IN R512736; MUNICIPALITY OF MEAFORD

SCHEDULE "B"

APPROVED PLANS AND DRAWINGS

Document	Designer/Architect	Plan No.	Date/Rev.
a) Site Plan	Lloyd Hunt Architect	SP-01	January 30, 2025/11
Landscape Plan			
b) Landscape Plan	Emily Bernard Landscape Architect	L-01	January 30, 2025/3
c) Landscape Details	Emily Bernard Landscape Architect	L-02	January 30, 2025/3
Architectural Package for Townhomes			
d) Detailed Floor Plan First Floor	Lloyd Hunt Architect	A-01	January 30, 2025/4
e) Detailed Floor Plan Second Floor	Lloyd Hunt Architect	A-02	January 30, 2025/4
f) Detailed Floor Plan Third Floor	Lloyd Hunt Architect	A-03	January 30, 2025/4
g) Detailed Floor Plan Fourth Floor	Lloyd Hunt Architect	A-04	January 30, 2025/4
h) Detailed Floor Plan Fifth Floor	Lloyd Hunt Architect	A-05	January 30, 2025/4
i) Overall Floor Plan First Floor	Lloyd Hunt Architect	A-01	January 30, 2025/4
j) Overall Floor Plan Second Floor	Lloyd Hunt Architect	A-02	January 30, 2025/4
k) Overall Floor Plan Third Floor	Lloyd Hunt Architect	A-03	January 30, 2025/4
l) Overall Floor Plan Fourth Floor	Lloyd Hunt Architect	A-04	January 30, 2025/4
m) Overall Floor Plan Fifth Floor	Lloyd Hunt Architect	A-05	January 30, 2025/4
n) East & West Mews Elevations	Lloyd Hunt Architect	A-06	January 30, 2025/4
o) East & West Laneway Elevations	Lloyd Hunt Architect	A-07	January 30, 2025/4

p) North & South Elevations	Lloyd Hunt Architect	A-08	January 30, 2025/4
q) Building Section	Lloyd Hunt Architect	A-09	January 30, 2025/4
Architectural Package for Condo Building			
r) Overall Floor Plan First Floor	Lloyd Hunt Architect	A-01	January 30, 2025/9
s) Overall Floor Plan Second Floor	Lloyd Hunt Architect	A-02	January 30, 2025/9
t) Overall Floor Plan Third Floor	Lloyd Hunt Architect	A-03	January 30, 2025/09
u) North & South Condo Elevations	Lloyd Hunt Architect	A-04	January 30, 2025/9
v) East & West Condo Elevations	Lloyd Hunt Architect	A-05	January 30, 2025/9
w) Building Section	Lloyd Hunt Architect	A-06	January 30, 2025/9
Civil Engineering Drawing Package			
x) General Site Servicing Plan	C.F. Crozier & Associates Inc.	C101	February 10, 2025
y) General Site Grading Plan	C.F. Crozier & Associates Inc.	C102	February 10, 2025
z) Sanitary Drainage Area Plan	C.F. Crozier & Associates Inc.	C103	February 10, 2025
aa) Pre-Development Storm Drainage Plan	C.F. Crozier & Associates Inc.	C104	February 10, 2025
bb) Post-Development Storm Drainage Plan	C.F. Crozier & Associates Inc.	C105	February 10, 2025
cc) Erosion & Sediment Control Plan	C.F. Crozier & Associates Inc.	C106	February 10, 2025
dd) Construction Notes & Standard Details	C.F. Crozier & Associates Inc.	C107-110	February 10, 2025
Reports			
ee) Servicing & Stormwater Management Implementation Report	C.F. Crozier & Associates Inc.	N/A	January 30, 2025/1

SCHEDULE "C"

SECURITY REQUIREMENTS

\$129,905.60



CROZIER

CONSULTING ENGINEERS

Project No.: 2118-6018

Date: 6 Feb. 2025

Updated:

Completed by: GC

Checked by: RA

18 Collingwood Street E.

Securities Estimate

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
SCHEDULE A - EXTERNAL WORK					
A1	Supply & Install Sanitary Sewers c/w all associated appurtenances				
a)	200mm dia. PVC SDR-35	20	m	\$ 160.00	\$ 3,200.00
A2	Supply & Install Sanitary Maintenance Holes c/w Frame & Grate				
a)	1200mm dia. Maintenance Holes (OPSD 701.010)	1	ea.	\$ 7,525.00	\$ 7,525.00
a)	1200mm dia. Doghouse Maintenance Holes (OPSD 701.010)	1	ea.	\$ 8,500.00	\$ 8,500.00
A3	Connect to Existing 200mm Sanitary Sewer on Collingwood Street	1	LS	\$ 7,500.00	\$ 7,500.00
A4	Supply & Install Storm Sewers c/w all associated appurtenances				
a)	300mm dia. PVC SDR-35	36	m	\$ 197.00	\$ 7,092.00
A5	Supply & install storm sewer structures c/w frames and covers/grates				
a)	1200mm dia. Maintenance Hole (OPSD 701.010)	2	ea.	\$ 5,650.00	\$ 11,300.00
b)	1200mm dia. Doghouse Maintenance Hole (OPSD 701.010)	1	ea.	\$ 6,500.00	\$ 6,500.00
A6	Supply & Install Rigid Insulation along Storm Sewer	9	m ²	\$ 100.00	\$ 900.00
A7	Connect to Existing Catchbasin 74-6	1	LS	\$ 4,500.00	\$ 4,500.00
A8	Supply & Install 150 mm dia. PVC DR-18 Watermain c/w Associated Appurtenances	7	m	\$ 200.00	\$ 1,400.00
A9	Deflect Existing 200mm dia Watermain Under the Proposed Sanitary Sewer Crossing Within Collingwood Street	1	LS	\$ 10,000.00	\$ 10,000.00
A10	Locate & Connect to Existing Watermain to Plaza/Mews	1	ea.	\$ 5,000.00	\$ 5,000.00
A11	Temporary Watermain Connection & Commissioning	1	LS	\$ 10,000.00	\$ 10,000.00
A12	Removals				
a)	Existing Asphalt and Granular	130	m ²	\$ 30.00	\$ 3,900.00
b)	Existing Concrete Sidewalk	45	m ²	\$ 25.00	\$ 1,125.00
c)	Existing Concrete Curb	60	m	\$ 15.00	\$ 900.00
A13	Full Depth Road Restoration on Collingwood Street	130	m ²	\$ 65.00	\$ 8,450.00
A14	Supply & Install Concrete Curbs	90	m	\$ 70.00	\$ 6,300.00
A15	Supply & Install Concrete Sidewalk (OPSD 310.010)	78	m ²	\$ 103.00	\$ 8,034.00
A16	Prepare and Fine Grade Subgrade for Entrances	110	m ²	\$ 1.00	\$ 110.00
A17	Supply, Place and Compact Road Materials for Entrances				
a)	40mm HL3 Surface Course Asphalt	90	m ²	\$ 19.00	\$ 1,710.00
b)	50mm HL4 Base Course Asphalt	90	m ²	\$ 17.00	\$ 1,530.00
c)	150mm Granular 'A'	100	m ²	\$ 13.00	\$ 1,300.00
d)	300mm Granular 'B'	110	m ²	\$ 12.00	\$ 1,320.00
				Sub Total	\$ 118,096.00

Summary of Schedules

% Secured

SCHEDULE A - EXTERNAL WORK	\$ 118,096.00	x	110%	\$ 129,905.60
				External Works Security \$ 129,905.60

SCHEDULE "D"

REDUCTION OR RELEASE OF SECURITY

As the work proceeds, the Owner shall have the privilege on application to the Municipality of obtaining reductions and/or releases of the securities held by the Municipality to secure performance of the Owner's obligations pursuant to the Agreement in accordance with the requirements set out below.

Unless specifically waived in writing by the Municipality, the Owner shall supply the Municipality with the following documentation:

- i. letter of application for reduction/release
- ii. consultant's certificate confirming that all External Services, Works and Services and/or Landscaping have been completed for materials or services supplied to the site to date
- iii. as-constructed drawings as well as Record Drawings once all construction has been completed
- iv. satisfactory evidence that no construction liens have been filed or registered
- v. workplace safety certificate
- vi. statutory declaration as to accounts re: Works and Services and External Services have been paid
- vii. surveyor's certificate, where requested
- viii. composite utility plan

Upon any application for reduction in any Security, the Owner's applicable Consultant shall provide an estimate of the cost to complete the Works and Services. The estimate of cost will be reviewed by the Municipality and if the Municipality is satisfied and, provided the Owner is not in default of any of the requirements of this Agreement, the Municipality may recommend that the Security be reduced to an amount being the cost to complete the Works and Services and/or Landscaping, plus the cost of completing deficiencies, plus 20% of the total estimated cost of the Works and Services and or Landscaping as estimated or as revised by the Municipality, acting reasonably.

The remaining Security shall never be less than 100% of the estimated cost of the Works and Services and/or Landscaping remaining to be installed or completed, calculated at current market cost at the date the Security is reduced, together with 10% of the original contract price adjusted to current market cost, to protect the Municipality from liability under subs. 17 (4) of the *Construction Act*. The Municipality will not reduce the Security more than 5 times.

The Security for the Works and Services and/or Landscaping shall be reduced by no more than ninety percent (90%) of the original contract price. The Municipality shall retain the remaining ten percent (10%) of the original contract price or such greater amount as estimated by the Municipality as being what is reasonably required to maintain the Works and Services and repair defects in the Works and Services for one year from the date of acceptance by the Municipality's Council, after which time any remaining Security shall be returned to the Owner, once any and all deficiencies have been reported by the applicable Professional Consultant and resolved to the satisfaction of the Municipality.

Landscape inspections and Reports must be undertaken by the Landscape Consultant and submitted to the Municipality for verification during the months of May, June, July, August and September only in order to be eligible for the release of planting securities and warranty holdbacks. Deficient plantings requiring replacement at the end of the one (1) year warranty period which exceed Five Thousand (\$5,000.00) Dollars shall be subject to an extended warranty at the sole discretion of the Municipality.

SCHEDULE "E"
LIST OF FINANCIAL OBLIGATIONS OF THE OWNER

1. Parkland Payment	\$26,600.00
2. Agreement Preparation Fee	\$5,520.00
3. Municipal Fees and Charges	Nil
4. Development Charges	To be collected at time of Building Permit
5. Engineering Works Fee	\$7,085.76
(6% of \$118,096 being the total cost of the works)	

Total \$39,205.76

SCHEDULE "F"***LAND INTERESTS TO BE CONVEYED***

An easement over the Lands in favour of the Municipality as set out in s. 13(b).