

Elder Plans Inc.
32 Miller Cres.
Simcoe, ON N3Y 4R1

September 27, 2023

Transmitted via email

Annette Helmig, Agreement and Development Coordinator
Planning Department
185 Robinson Street, Suite 200
Simcoe, Ontario N3Y 5L6

Dear Annette:

**SUBJECT: Lifting Holding By-law request
 214 William Street, Delhi
 Property Roll # 331049200700500**

As the fulfilment of the conditions of draft approval for the plan of subdivision are near completion, and there is a Holding on the Zoning put in place through Zoning By-law 7-Z-2022, I on behalf of my clients, Sandy and Ed DeHooghe, respectfully request the Holding be lifted when appropriate to do so.

As stated in the By-law, "the holding (H) provision of this By-Law shall be removed upon completion of the Draft Plan of Subdivision process including the execution of a Plan of Subdivision agreement and confirmation of sufficient water and wastewater servicing capacity to the satisfaction of Norfolk County."

Should you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Mary Elder MCIP RPP



Planning Department

Norfolk County
Development and Cultural Services Division
185 Robinson Street, Suite 200, Simcoe ON N3Y 5L6
22 Albert Street, Langton ON N0E 1G0
519.426.5870 or 519.875.4485 or 519.582.2100
www.norfolkcounty.ca

June 30, 2022

ED AND SANDY DEHOOGHE
802 JAMES STREET
DELHI, ON N4B 2E1

Zoning Amendment ZNPL2021341
Draft Plan of Subdivision 28TPL2021340
Property Assessment Roll Number 3310492007002000000,3310492007005000000

Enclosed please find a copy of the Declaration for By-Law No. **7-Z-2022** of the Corporation of Norfolk County.

If you have not already done so, please remove the notification signs from the subject property.

You may wish to contact Nicole Goodbrand, MA, MCIP, RPP, Senior Planner, at 519.426.5870 ext 8019 or nicole.goodbrand@norfolkcounty.ca to see if anything further is required.

Sincerely

A handwritten signature in blue ink, appearing to read "B. Sloan".

Brandon Sloan, BES, MCIP, RPP
General Manager
Community Development Division

Enclosure

ELDER PLANS INC.
MARY ELDER
32 MILLER CRESCENT
SIMCOE, ON N3Y 4R1

DALTON WHITE FARMS & SUPPLIES LTD.
ED AND SANDY DEHOOGHE
802 JAMES STREET
DELHI, ON N4B 2E1



DECLARATION OF A ZONING BY-LAW

BY THE COUNCIL OF THE CORPORATION OF NORFOLK COUNTY

I, BRANDON SLOAN, hereby certify that the Notice of the Passing of a Zoning By-Law No. **7-Z-2022** of the Corporation of Norfolk County, passed by the Council of the Corporation on the 22nd day of March, 2022, was given in manner and form and to the persons and agencies prescribed by regulation made by the Lieutenant Governor-in-Council under Subsection 18 of Section 34 of the *Planning Act, R.S.O. 1990, c. P. 13*.

I also certify that the twenty-day appeal period expired on the 17th day of April, 2022 and to date no notice of appeal of the By-Law has been filed by any person in the office of the Clerk of Norfolk County.

DATED at Norfolk County this
25th day of April, 2022

A handwritten signature in blue ink, appearing to read "B. Sloan", written over a horizontal line.

Brandon Sloan General Manager



Decision Date 22nd day of March, 2022
Notice Date 28th day of March, 2022
Appeal Deadline **17th day of April, 2021**

File Number ZNPL2021341
By-Law Number

NOTICE OF THE PASSING OF A ZONING BY-LAW

BY THE COUNCIL OF THE CORPORATION OF NORFOLK COUNTY

TAKE NOTICE that the Council of the Corporation of Norfolk County passed By-Law Number **7-Z-2022** on the 22nd day of March, 2022 under Section 34(18) of the *Planning Act, R.S.O. 1990, c. P. 13*.

AND TAKE NOTICE that public input has been received for this application and therefore has been considered as part of this decision.

AND TAKE NOTICE that any person or agency may appeal to the Local Planning Appeal Tribunal in respect of the By-Law by filing an Appellant Form with the Clerk of Norfolk County not later than the **17th day of April, 2021**.

If you wish to appeal to the Local Planning Appeal Tribunal, a copy of the Appellant Form is available from the LPAT website at www.elto.gov.on.ca or planners can provide assistance. The Appellant Form must set out the reasons for the appeal and be accompanied by the fee of \$1,100.00 required by the Local Planning Appeal Tribunal. Fees are payable by certified cheque or money order and should be made payable to the "Minister of Finance". You must submit the completed Appellant Form and prescribed fee to the attention of the Clerk, Norfolk County, 50 Colborne Street South, Simcoe ON N3Y 4H3.

Only individuals, corporations and public bodies may appeal a By-Law of Norfolk County to the Local Planning Appeal Tribunal. An appeal may not be filed by an unincorporated association or group. However, an appeal may be filed in the name of an individual who is a member of the association or the group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the By-Law was passed, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Local Planning Appeal Tribunal, there are reasonable grounds to add the person or public body as a party.

DATED at Norfolk County this
28th day of March, 2022

The Corporation of Norfolk County
519.426.5870 / 519.875.4485 / 519.582.2100 ext. 1340



PURPOSE AND EFFECT

The purpose of this By-Law is to change the zoning on the subject lands from Urban Residential Type 2 Zone (R2) and Service Commercial Zone (CS) to Urban Residential Type 4 Zone (R4) with a special provision to facilitate a six (6) unit townhouse development with a reduced frontage and reduced parking spaces within the attached garage.

A holding "(H)" provision is being placed on the zoning on the subject lands to ensure the appropriate development agreement is executed and registered on title. As well the holding will remain until the General Manager of Public Works or designate has advised in writing that rough grading has been carried out; curb and gutter, storm water sewer systems, first lift of asphalt has been installed and all traffic and street signs have been installed. In addition, all sanitary sewer and water main systems have been constructed and installed in accordance with the development agreement and connected to existing facilities that are in operation.

The complete By-Law describing the lands to which the By-Law applies and the key map showing the location of the lands to which the By-Law applies is attached for your review.

Additional information regarding the proposed Draft Plan of Subdivision and Zoning Amendment is available to the public for inspection at the Planning Department, Norfolk County, 185 Robinson Street, Suite 200, Simcoe, ON N3Y 5L6 between 8:30 a.m. and 4:30 p.m., Monday to Friday or by calling 519.426.5870 ext 8019 or emailing nicole.goodbrand@norfolkcounty.ca.

File Number ZNPL2021341

Related File Number

28TPL2021340

Applicant ED AND SANDY DEHOOGHE

Roll Number

00000

Location Lots 1 to 3, Block 10, Plan 189, Urban Area of Delhi, Norfolk County, 214 William Street

3310492007002000000,33104920070050



The Corporation of Norfolk County

By-Law 7-Z-2022

Being a By-Law to Amend Zoning By-Law 1-Z-2014, as amended, for property described as Lots 1 to 3, Block 10, Plan 189, Urban Area of Delhi, Norfolk County in the Name of Dalton White Farms & Supplies Ltd.

WHEREAS Norfolk Council is empowered to enact this By-Law, by virtue of the provisions of Section 34 and 36(1) (Holding) of the *Planning Act, R.S.O. 1990, CHAPTER P.13*, as amended;

AND WHEREAS this By-Law conforms to the Norfolk County Official Plan.

NOW THEREFORE the Council of The Corporation of Norfolk County hereby enacts as follows:

1. That Schedule A of By-Law 1-Z-2014, as amended, is hereby further amended by changing the zoning of the subject lands identified on Map A (attached to and forming part of this By-Law) from Urban Residential Type 2 Zone (R2) and Service Commercial Zone (CS) to Urban Residential Type 4 Zone with a holding;
2. That Schedule A of By-Law 1-Z-2014, as amended, is hereby further amended by delineating the lands identified as the subject lands on Map A (attached to and forming part of this By-Law) as having reference to Subsection 14.1013;
3. That Schedule 14.1013, (attached to and forming part of this By-Law) be included and form part of By-Law 1-Z-2014;
4. That Subsection 14 Special Provisions is hereby further amended by adding the following:


14.1013 In lieu of the corresponding provisions in the R4 Zone, the following shall apply:

- a) minimum lot frontage:
 - i. interior lot – 6.37 metres;


In lieu of the parking space dimensions, a parking space with a dimension of 3.2 metres by 5.66 metres shall be permitted within the attached garage of a street townhouse in the R4 Zone.

5. That the holding (H) provision of this By-Law shall be removed upon completion of the Draft Plan of Subdivision process including the execution of a Plan of Subdivision agreement and confirmation of sufficient water and wastewater servicing capacity to the satisfaction of Norfolk County.
6. That the effective date of this By-Law shall be the date of passage thereof.

ENACTED AND PASSED this 22nd day of March, 2022.



Mayor



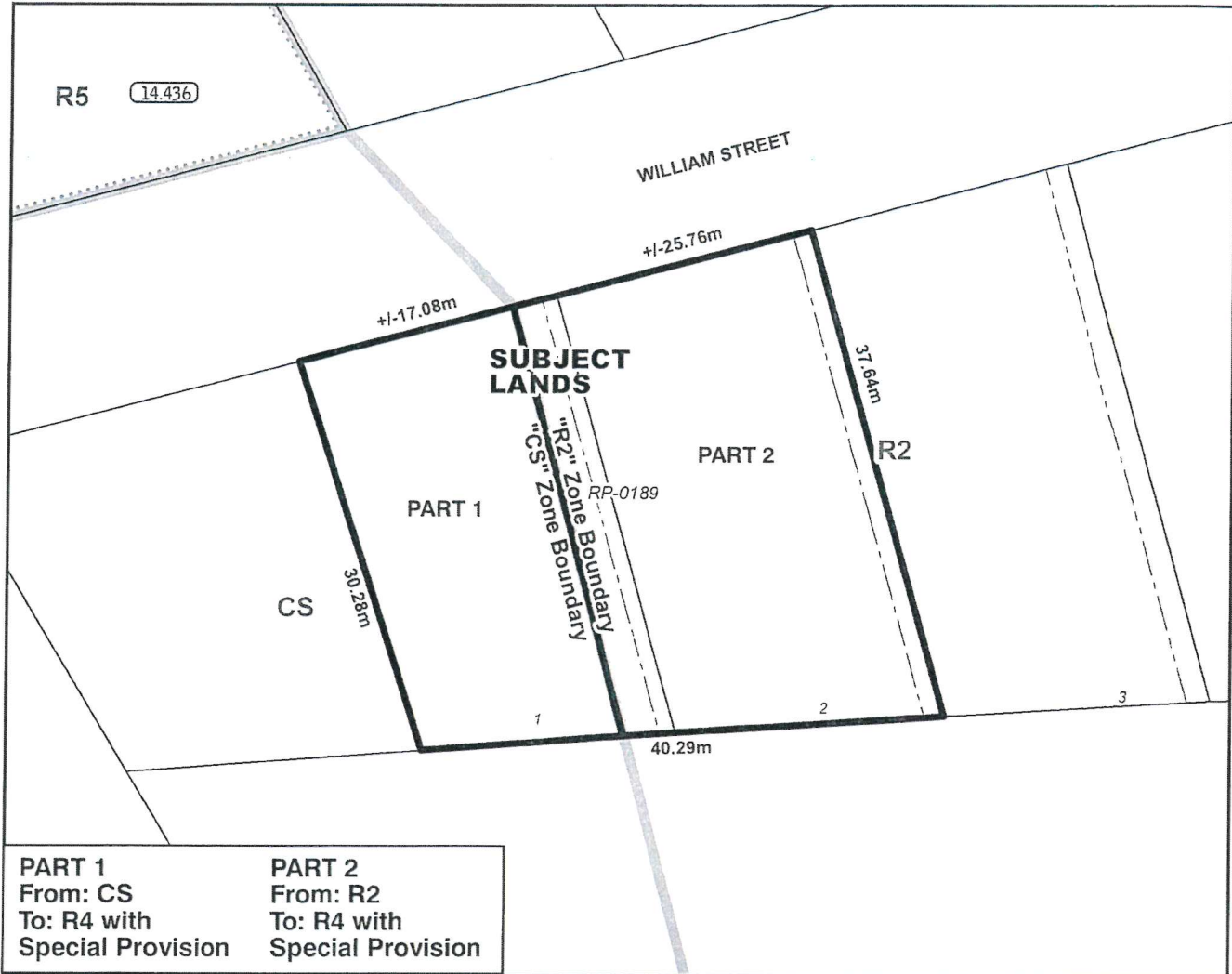
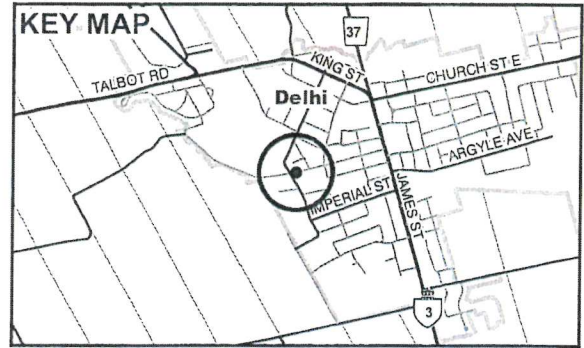
County Clerk

MAP A

ZONING BY-LAW AMENDMENT

NORFOLK COUNTY

In the Urban Area of
DELHI



LEGEND

 Subject Lands

ZONING BY-LAW 1-Z-2014

(H) - Holding

CS - Service Commercial Zone

R2 - Residential R2 Zone


R5 - Residential R5 Zone



1:500

4 2 0 4 8 12 16 Meters

This is MAP A to Zoning By-law 7-Z-2022 Passed the 22nd day of March, 2022.


Deputy MAYOR


CLERK

Explanation of the Purpose and Effect of

By-Law 7-Z-2022

This By-Law affects a parcel of land described as Lots 1 to 3, Block 10, Plan 189, Urban Area of Delhi, Norfolk County, located at 214 William Street.

The purpose of this By-Law is to change the zoning on the subject lands from Urban Residential Type 2 Zone (R2) and Service Commercial Zone (CS) to Urban Residential Type 4 Zone (R4) with a special provision to facilitate a six (6) unit townhouse development with a reduced frontage and reduced parking spaces within the attached garage.

A holding "(H)" provision is being placed on the zoning on the subject lands to ensure the appropriate development agreement is executed and registered on title. As well the holding will remain until the General Manager of Public Works or designate has advised in writing that rough grading has been carried out; curb and gutter, storm water sewer systems, first lift of asphalt has been installed and all traffic and street signs have been installed. In addition, all sanitary sewer and water main systems have been constructed and installed in accordance with the development agreement and connected to existing facilities that are in operation.

Properties

PIN

50163 - 0367 LT

Description

LOT 1, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

PIN

50163 - 0368 LT

Description

LOT 2, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

PIN

50163 - 0369 LT

Description

LOT 3, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

PIN

50163 - 0370 LT

Description

LOT 4, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

PIN

50163 - 0371 LT

Description

LOT 5, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

PIN

50163 - 0372 LT

Description

LOT 6, PLAN 37M103; NORFOLK COUNTY

Address

DELHI

Applicant(s)

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

Name

THE CORPORATION OF NORFOLK COUNTY

Address for Service

50 COLBORNE STREET SOUTH,
SIMCOE ONTARIO N3Y 4H3

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

This document is being authorized by a municipal corporation AMY MARTIN, MAYOR AND GENEVIEVE SCHARBACK, COUNTY CLERK.

Party To(s)CapacityShare

Name

DEHOOGHE, EDWIN ALPHONSE

Address for Service

802 JAMES STREET DELHI ON N4B 2E1

Name

DEHOOGHE, SANDRA MARIE

Address for Service

802 JAMES STREET DELHI ON N4B 2E1

Statements

This notice is for an indeterminate period
Schedule: See Schedules

Signed By

Annette Helmig

50 Colborne St. S.
Simcoe
N3Y 4H3

acting for
Applicant(s)

Signed

2024 04 29

Tel

519-426-5870

Fax

519-427-5900

I have the authority to sign and register the document on behalf of all parties to the document.

Annette Helmig

50 Colborne St. S.
Simcoe
N3Y 4H3

acting for
Party To(s)

Signed

2024 04 29

Tel

519-426-5870

Fax

519-427-5900

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

CORPORATION OF NORFOLK COUNTY	50 Colborne St. S. Simcoe N3Y 4H3	2024 04 29
-------------------------------	---	------------

Tel	519-426-5870
Fax	519-427-5900

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.95
<i>Total Paid</i>	\$69.95



SUBDIVISION AGREEMENT

BETWEEN:

THE CORPORATION OF NORFOLK COUNTY

- And -

DEHOOGHE, EDWIN ALPHONSE

DEHOOGHE, SANDRA MARIE

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THIS SUBDIVISION AGREEMENT made this 2nd day of April 2024;

BETWEEN:

THE CORPORATION OF NORFOLK COUNTY

Hereinafter referred to as the "COUNTY"

- And -

DEHOOGHE, EDWIN ALPHONSE

DEHOOGHE, SANDRA MARIE

Hereinafter referred to as the "OWNER"

WHEREAS the lands affected by this Subdivision Agreement are the Lands set out in Schedule A (hereinafter referred to as the "Lands"), which Schedule A is comprised of both a written description of the said Lands and a proposed plan of subdivision of the said Lands;

AND WHEREAS the Owner has proposed to subdivide the said Lands and register the proposed plan of subdivision contained in Schedule A attached hereto;

AND WHEREAS this Agreement and Schedules A to L, inclusive, is made pursuant to Subsection 51(26) of the *Planning Act*, R.S.O. 1990, c. P.13.;

NOW THEREFORE THIS SUBDIVISION AGREEMENT WITNESSETH that in consideration of other good and valuable consideration, the parties hereto covenant and agree, each with the other, as follows:

1. DEFINITIONS

Whenever used in this Subdivision Agreement, the following words and phrases shall have the following corresponding meaning:

- 1.01 **“ACCEPTANCE”** shall mean a preliminary acceptance of services as provided in clause 5.06 of this Agreement, but does not constitute assumption of services as provided in the within Agreement.
- 1.02 **“AGREEMENT ADMINISTRATOR”** shall mean the Agreement Administrator of the County or any person employed or retained to exercise the jurisdiction of the said Agreement Administrator.
- 1.03 **“ALLOCATED TERM”** shall mean the time period that the lands have allocation of water and wastewater capacity, between the time granted and the proposed expiry.
- 1.04 **“ASSUMPTION”** means the process of approval of any of the services provided for within this Agreement, in accordance with the requirements of paragraph 5.07 of this Agreement.
- 1.05 **“CONSULTING ENGINEER”** shall mean a professional engineer or a firm of professional engineers employed or retained by the Owner to carry out all the necessary engineering and to generally supervise all work required to be done by the Owner under the provisions of this Agreement.
- 1.06 **“COUNTY SOLICITOR”** shall mean the Solicitor for the County or any person or firm employed or retained to provide legal services for the County.
- 1.07 **“COUNTY TREASURER”** shall mean the Treasurer for the County or any person exercising the jurisdiction of said Treasurer.
- 1.08 **“DEVELOPMENT CHARGES”** shall mean charges payable to the County as a contribution toward capital cost expenditures.
- 1.09 **“EMERGENCY REPAIRS”** shall mean repairs which are of an emergency nature, by virtue of any existing or potential danger or hazard to the safety and welfare of any person or persons.
- 1.10 **“GENERAL MANAGER OF COMMUNITY DEVELOPMENT”** shall mean the GM CD for the County or any person exercising the jurisdiction of said General Manager.
- 1.11 **“GENERAL MANAGER OF ENVIRONMENTAL AND INFRASTRUCTURE SERVICES”** shall mean the GM EIS for the County or any person employed or retained to exercise the jurisdiction of the General Manager.
- 1.12 **“GENERAL MANAGER OF OPERATIONS”** shall mean the GM OP for the County or any person employed or retained to exercise the jurisdiction of said General Manager.
- 1.13 **“GUARANTEE PERIOD”** shall mean the period of time commencing immediately upon the acceptance of any service by the County and continuing for a period of at least two (2) years from the date of such acceptance and during which the Owner guarantees the accepted service(s) to be free from defects in material and to have been constructed and installed in a good and workmanlike manner. The services will be assumed at the expiration of the two (2) year guarantee period and when the GM EIS has declared the said services to be free of all defects. Transfer of ownership of the services shall be deemed to occur on the date of assumption.
- 1.14 **“INSPECTORS”** shall mean any person or persons authorized by the GM EIS to carry out any inspection or supervision of any of the work and services required by this Agreement. Any such inspector may either be retained for such inspections or be an employee of the County.
- 1.15 **“LETTER OF CLEARANCE”** shall mean a letter from the GM CD setting out that each condition of draft plan approval of the proposed plan of subdivision has been complied with.
- 1.16 **“MAINTENANCE SECURITY”** shall mean a letter of credit in a form acceptable to the County Treasurer provided by the Owner to guarantee the performance of the Owner's obligations during the guarantee period.

- 1.17 **“OCCUPANCY PERMIT”** shall mean a document issued under the authority of the Chief Building Official authorizing the occupancy of a building or a portion thereof for the purpose for which such building is intended.
- 1.18 **“PERFORMANCE SECURITY”** shall mean a letter of credit in the form attached to this Agreement as Schedule I, provided by the Owner prior to the execution of this Agreement by the County, to guarantee the satisfactory completion of the work and services required by the Agreement and the payment of outstanding development charges owed by the Owner.
- 1.19 **“PLAN OF SUBDIVISION”** shall mean a plan for the subdivision of lands prepared and approved in accordance with the requirements of Section 51 of *The Planning Act, R.S.O. 1990, c P.13* as amended or predecessor.
- 1.20 **“PROCESSING AND ADMINISTRATIVE FEES”** shall mean monies payable to the County as a contribution towards processing, administering and engineering costs incurred in connection with the proposed plan of subdivision of the lands and are distinct and apart from development charges and inspection charges.
- 1.21 **“PROFESSIONAL ENGINEER”** shall mean a member in good standing of the Association of Professional Engineers of the Province of Ontario.
- 1.22 **“SANITARY SEWER SYSTEM”** shall mean a complete system of sanitary sewers and appurtenances as specified by the GM EIS and according to design and specifications approved by the GM EIS and, without limiting the generality of the foregoing, shall include required manholes, lift stations and private sanitary sewer connections from said sewers to the street line.
- 1.23 **“SERVICES”** shall mean any and all services to be constructed and installed in connection with the proposed plan of subdivision, save the electrical system and without limiting the generality of the foregoing, shall include roadways, curbs and gutters, water mains, sanitary sewers, storm sewers, sidewalks, street lighting, sodding, trees and erosion control works.
- 1.24 **“SERVICING ALLOCATION POLICY”** as amended from time to time, shall ensure that water and wastewater capacity is allocated to best meet the objectives of the Corporation of Norfolk County in a manner that efficiently uses land and existing resources, as well as infrastructure and public service facilities, while reserving a buffer supply that will maintain safety for all County water and wastewater users. The County will ensure that allocation of municipal water and wastewater capacity shall be granted pursuant to this Policy and particularly how it will be determined when extensions are requested.
- 1.25 **“STORM SEWER SYSTEM”** shall mean a complete system of storm sewers and appurtenances as specified by the GM EIS, and, without limiting the generality of the foregoing, shall include required catch basins and leads.
- 1.26 **“WATER SYSTEM”** shall mean a complete system of water mains and appurtenances as specified by the GM EIS and according to design and specifications approved by the GM EIS and, without limiting the generality of the foregoing, shall include required valves, hydrants and private water connections from said water mains to the street line.

The remainder of this page is intentionally left blank

2. SCOPE OF THIS AGREEMENT

The Owner agrees to complete at his/her own expense and in a good and workmanlike manner, for the County, all of the services to the satisfaction of the GM EIS and to complete, perform or make payment for such other matters as may be provided for herein.

The remainder of this page is intentionally left blank

3. SERVICES

3.01 CONSULTING ENGINEER

The Owner shall, at all times, prior to the assumption of all of the services herein provided for, retain a Consulting Engineer who shall comply with "Performance Standards for Municipal Engineering of the Urban Development Industry" as adopted by the Association of Professional Engineers for the Province of Ontario. Such Consulting Engineer, and each successor thereto, shall provide, to the GM EIS, a written undertaking that he/she has been retained by the Owner to supervise the work and services herein provided for, and a written acknowledgement that he/she is aware of, all of the provisions of this Agreement.

3.02 ENGINEERING DOCUMENTS

- a. The Owner shall submit plans, profiles and specifications for all services herein provided for, which plans, profiles and specifications must be approved by the GM EIS by stamp and signature before any work is tendered or contracted.
- b. All drawings shall carry the seal and signature of the professional engineer responsible for the engineering design; shall include the name "Norfolk County", in the title blocks.
- c. Contract drawings shall bear overall dimensions of eight hundred and forty-one (841) millimetres by five hundred and ninety-four (594) millimetres and have twelve (12) millimetre border on all sides.
- d. The Owner shall submit all "as constructed" drawings at no cost to the GM EIS electronically as a PDF and in an AutoCAD drawing.

3.03 APPROVAL OF CONTRACTOR(S)

Each and every contractor acting on behalf of the Owner to install any of the services herein provided for must be approved by the GM EIS in writing, before any work is contracted.

3.04 CONSTRUCTION SCHEDULE

Prior to the commencement of the construction of any of the services herein provided for, the Owner shall submit to the GM EIS a schedule setting out the proposed order of construction and installation of the said services along with estimated dates of completion.

3.05 WATER MAIN SYSTEM

The Owner shall construct a water main system or systems, as shown on the attached Schedule B and further detailed in the attached Schedule H to the specifications outlined in the attached Schedule E to service the lands. All of such water main systems shall be of sufficient size, depth and at locations within the lands or on adjacent road allowances or easements, to service the lands together with such additional lands which, in the opinion of the GM EIS, will require the use of the water mains within the lands as trunk mains. The Owner acknowledges and agrees that the County may connect or authorize connections into the said system or systems at any time, and from time to time, and, further that such connections shall not in any way constitute approval or assumption of the water main system or systems by the County.

3.06 SANITARY SEWER SYSTEM

The Owner shall construct a sanitary sewer system or systems, as shown on the attached Schedule B and further detailed in the attached Schedule H to the specifications outlined in the attached Schedule E to service the lands. All such sanitary sewer systems shall be of sufficient size, depth and at locations within the lands or on adjacent road allowances or easements, to service the lands together with such additional lands which, in the opinion of the GM EIS, will require the use of the sanitary sewers as outlets and further that such sanitary sewers shall be constructed to an outlet or outlets according to design approved by the GM EIS. The Owner acknowledges and agrees that the County may connect or authorize connections into the said system or systems at any time, and from time to time, and, further that such connections shall not in any way constitute approval or assumption of the sanitary sewer system or systems by the County. The Owner acknowledges the provisions of the County By-law, which provides that no storm run-off, roof run-off, subsurface or cooling water shall be discharged into the sanitary sewer.

3.07 STORM SEWER SYSTEM

The Owner shall construct a storm sewer system or systems, as shown on the attached Schedule B, and further detailed in the attached Schedule H to the specifications outlined in the attached Schedule E, to service the lands. All such storm sewer systems shall be of sufficient size, depth and at locations within the lands or on adjacent road allowances or easements to service the lands together with such additional lands which, in the opinion of the GM EIS, will require the use of the storm sewers as outlets and, further that such storm sewers shall be constructed to an outlet or outlets according to design approved by the GM EIS. The Owner acknowledges and agrees that the County may connect or authorize connection into the said system or systems at any time, and from time to time, and further, that such connections shall not in any way constitute approval or assumption of the storm sewer system or systems by the County.

3.08 ROAD ALLOWANCES AND ROADWAYS

- a. Prior to the commencement of construction of any of the services herein provided for, the Owner shall rough grade the road allowance to its full width in the location shown on the attached Schedule A and further detailed in the attached Schedule F to the specifications set out in the attached Schedule E.
- b. The Owner shall construct roadways in locations shown on the attached Schedule A and further detailed in the attached Schedule F to the specifications set out in the attached Schedule H. The timing of the construction of such roadway shall be approved in writing by the GM EIS.

3.09 WATER AND WASTEWATER SERVICING ALLOCATION

The Owner irrevocably acknowledges and agrees with the County in respect of the items listed below.

Water and wastewater capacity allocated to the Lands shall be subject to the County's Servicing Capacity Management Strategy Servicing Allocation Policy ("Servicing Allocation Policy") as amended by the County from time to time:

- a. rescinding and reallocating the water and wastewater allocated to the Lands; and
- b. providing a procedure for requesting an extension for the water and wastewater capacity allocated to the Lands;
- c. in the event the actual development of the Lands has not begun within the prescribed allocation term, (the "Allocated Term") set out herein or within the Servicing Allocation Policy.

The Servicing Allocation Policy may be amended by the County from time to time, at its sole and absolute discretion. Any amendments to the Servicing Allocation Policy will be made available at the County's engineering services webpage (<https://www.norfolkcounty.ca/living/engineering/>). The Owner shall be entitled to request from the County the most recent copy of the Servicing Allocation Policy, which the County shall provide within a commercially reasonable time. The County shall not be required to provide any advance notice to the Owner, in respect of any amendments to the Servicing Allocation Policy.

The Servicing Allocation Policy, and any amendments thereto, will be binding on the Owner, save and except if the amendment,

- a. reduces the Allocated Term; or
- b. moves up the calendar date by which extension requests, in respect of the Allocated Term, are to be received;
- c. in which case the timeframe set out in the immediately preceding Servicing Allocation Policy shall continue to apply until the earlier of the Owner applying for an extension of the Allocated Term or the expiration of the Allocated Term as set out in such preceding Servicing Allocation Policy. Thereafter, the amended Servicing Allocation Policy shall be binding in full on the Owner.

The Owner releases the County from any and all claims, losses or damages of any kind should the water and wastewater capacity allocated to the Lands be rescinded and reallocated in accordance with the Servicing Allocation Policy or any amendments thereto.

Written approval for an extension to the time limit or denial of an extension will be provided by the GM EIS and GM CD

3.10 CURBS AND GUTTERS

The Owner shall construct curbs and gutters at locations shown on the attached Schedule B and further detailed in the attached Schedule H to the specifications set out in the attached Schedule E.

3.11 GRADING

- a. Prior to the commencement of construction of any of the services herein provided for, the Owner shall rough grade the lands in order to provide proper and adequate drainage for said lands and adjacent lands in accordance with the grading control plan attached hereto as Schedule F to the specifications set out in Schedule E and to retain all grades provided for in said Grading Control Plan. Once an occupancy permit is issued, pursuant to 12.02 of the within Agreement, the Owner, but not its respective successors and assigns, shall be released from the provisions of the within paragraph. Where the GM EIS requires "foundation control", the procedure outlined in Schedule E must be followed.
- b. Should the grades not be retained as provided in 3.11 (a), the County, their respective agents, servants and/or employees shall have the right to enter upon the said lands for the purpose of ensuring compliance with the grading control plan. The cost of enforcement of compliance, including the cost of grading and/or altering the grade shall be at the expense of the defaulting party. The cost aforesaid is due and payable upon an account being rendered by the County to the defaulting party, and the said cost, together with interest at the rate detailed in paragraph 6.06 hereto, shall constitute a charge against said lands until said account is fully paid and satisfied.
- c. Upon completion of any dwelling on any lot within the proposed plan of subdivision attached hereto as Schedule A, the Owner shall provide, to the GM EIS and the County Building Inspector, a grading inspection sheet as prepared by the Consulting Engineer confirming that as at the date of his/her inspection, the grading conforms to the grading control plan attached hereto as Schedule F. The County hereby covenants and agrees to issue a certificate in the form set out in Schedule J attached hereto and forming part of this Agreement forthwith upon completion of the building or structure on the said lands and upon being satisfied that the grading control plan attached hereto as Schedule F has been complied with insofar as the same relates to any lot within the proposed plan of subdivision or part thereof. The County shall be under no obligation to issue any occupancy permit on any lot within the lands until said certificate has been received from the GM EIS.

3.12 SODDING

The Owner shall sod boulevards and shall sod all front yards of each of the lots or blocks except for paved or planted areas, upon the completion of the construction of dwelling thereon. Any exception to this requirement must be approved in writing by the GM EIS. Said sodding must be in conformity with the grading control plan as set out on Schedule F attached hereto.

3.13 TREES

When the Owner is doing the planting they shall plant one (1) tree per lot in a location and of a kind and size approved in writing by the GM EIS. Such trees shall not be located on the road allowance or within one (1) meter of the property line, not within three (3) meters of a sanitary or storm sewer, no closer than 17.5 m to the face of any traffic control sign and for intersections without signs, not closer than 15.0 m to the intersection measured from the edge of pavement of the intersecting street.

3.14 DRIVEWAY APPROACHES

The Owner shall pave all driveway approaches to the satisfaction of the GM EIS upon the construction of the building serviced by any such driveway. If any dropped curb is not located correctly with respect to any driveway, the Owner shall construct a dropped curb in the correct location and shall fill in the original dropped curb in accordance with the specifications set out in Schedule E.

3.15 SIGNS

Engineering plan identifying the proposed location of all street name, regulatory, and warning signs shall be submitted and accepted by the GM EIS. The Owner shall be responsible for the supply and cost of the installation of regulatory and warning traffic control signs/devices, parking control signs, street name signs and pavement markings. Temporary street name signs, shall be erected and maintained at all street intersections within the subdivision immediately following base course asphalt placement and prior to any building permit applications being released. Street name signage shall be installed in accordance with the current by-law and Design Criteria. All signs placed by others are subject to acceptance by the County.

3.16 STREET NUMBERS

The Owner shall provide the County with one (1) Mylar of the plan of subdivision of the lands upon which the County will designate the proper number or numbers for each lot. The Owner shall furnish the subsequent purchaser of each lot with the correct street number.

3.17 ELECTRIC POWER AND STREET LIGHTING

The Owner shall install and supply the complete electrical system, as outlined on Schedule K, to service the lands outlined on Schedule A, including the granting of easements for same to Hydro One.

3.18 TELEPHONE, GAS, CABLE T.V., FIBRE

The Owner shall supply the GM EIS with such plans as required to disclose the location of the facilities of any utility and/or service supplier, such as cable television, telephone and fibre.

3.19 FIRE HYDRANTS

- a. The location, number and colour of fire hydrants and the size of water mains shall be subject to the approval of the GM EIS and Fire Chief or designate;
- b. The Owner acknowledges and understands that it shall be its sole responsibility to charge and maintain all fire hydrants in the plan of subdivision until acceptance by the County.

Anti-tampering devices must be installed on all fire hydrants located within the lands covered by this Agreement. These devices must not be removed until the acceptance of the public works has occurred, or as directed by the GM EIS. The maintenance of these devices will be the responsibility of the Owner. If the anti-tampering devices are not maintained by the Owner, the County may draw on any security filed pursuant to this Agreement to complete the necessary work to the satisfaction of the GM EIS.

3.20 DEVELOPMENT OF PUBLIC PARKS

Not applicable to this development.

3.21 CONSTRUCTION OF PARK SERVICES

Not applicable to this development.

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4. EXISTING SERVICES

4.01 CONNECTION TO EXISTING SERVICES

Where the construction and installation of any of the services herein provided for involves a continuation of an existing service, the Owner shall join or connect into the same in a good and workmanlike manner in accordance with all requirements and specifications of the GM EIS. Whenever any such connection is made, the Owner shall make any alterations to grades such as may be specified by the GM EIS.

When installing or constructing on existing municipal roads, the Owner shall obtain a road occupancy permit. The Owner shall provide a security deposit in an amount satisfactory to the GM EIS as part of this Agreement, to guarantee the performance of the Owner's obligations pursuant to the road occupancy permit.

The Owner acknowledges and agrees that, in constructing entrances on any assumed municipal road, it shall be responsible for obtaining an entrance permit for each entrance from the County, and that it shall be required to carry out any and all works specified in the entrance permit.

4.02 RELOCATION AND RESTORATION

- a. The Owner shall pay to the County within ten (10) days of the account therefore being rendered, any reasonable costs incurred by the County in repairing damage done to any existing services caused by, or by reasons of the construction of, the services required under this Agreement.
- b. The Owner shall pay to the County within ten (10) days of the account therefore being rendered, any reasonable cost incurred in relocating any existing services where such relocation is made necessary by, or by reason of, the construction of the services required under this Agreement.

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5. MAINTENANCE AND ASSUMPTION

5.01 GENERAL MAINTENANCE

The Owner shall be responsible for the maintenance and upkeep of each of the services herein provided for until such time as such service is assumed by the County over said service, which assumption shall be in accordance with the provisions of clause 5.07 of this Agreement.

5.02 MAINTENANCE OF WATER MAIN, SANITARY SEWER AND STORM SEWER SYSTEMS

In addition to this general requirement to maintain each service contained in clause 5.01 of this Agreement, the Owner shall attend to routine cleaning and flushing of the water mains, sanitary sewers and storm sewers until said systems are assumed by the County.

5.03 ROADWAY MAINTENANCE

In addition to the general requirement to maintain each service contained in clause 5.01 of this Agreement, the Owner shall attend to the following maintenance of the roadway:

- a. The Owner shall maintain the gravel and stone base in a usable condition to the satisfaction of the GM EIS for vehicular traffic until the roadways are paved.
- b. The Owner shall control dust to the satisfaction of the GM EIS.
- c. The Owner shall make repairs to said roadways within twenty-four (24) hours after receipt of notice from the GM EIS. Such notice may be oral, or in writing, but oral notice shall be confirmed in writing. Such notice may be delivered to the Owner or to any of his/her agents or employees.
- d. If the binder course of asphalt has been laid but the wearing course has not been laid by the 15th day of November in any calendar year, the Owner shall properly ramp all manholes and catch basins with H.L. 3 asphalt by that date to the satisfaction of the GM EIS.
- e. The Owner shall, during the course of installation of the service herein provided for, provide and maintain safe and adequate access to all occupied buildings.
- f. The Owner shall snowplough and sand any unpaved roads when required to provide and maintain safe and adequate vehicular access to all occupied buildings. The County shall snowplough and sand paved subdivision roadways if they are connected by pavement to existing municipal roads.
- g. The Owner shall keep the boulevards free and clear of all materials and obstructions in order to facilitate the installation of electric, telephone, gas or other utility systems.

5.04 EMERGENCY REPAIR

Notwithstanding any provision of this Agreement, the GM EIS may at his/her option, in the event he/she deems same necessary, make arrangements for and carry out emergency repair of the water main system, the sanitary sewer system, the storm sewer system and the roadways prior to the assumption of such services subject to the following provisions:

- a. The Owner agrees to pay to the County, within thirty (30) days of an account therefore being rendered, any costs incurred by the County in arranging for, or carrying out, such emergency repair.
- b. Prior to the undertaking emergency repair of roadways, the County shall provide the Owner with the notice set out in clause 5.03(c).
- c. For the purpose of this section, the provision of vehicular access to occupied buildings, which shall include but not be limited to snowploughing and sanding, shall be deemed to be emergency repair when the Owner fails to provide same.

5.05 MAINTENANCE AND REPAIR NOT TO BE ASSUMPTION

All parties hereto agree that the provision of any work services by the County, under the provisions of clause 5.03 and 5.04, shall not in any way constitute approval or assumption of any of the services herein provided for. The parties hereto further agree that services shall and can be assumed only by compliance with the provisions of clause 5.07 of this Agreement.

5.06 ACCEPTANCE OF SERVICES

- a. Services of the County herein provided for (hereinafter references as "services" in the within paragraph and in paragraph 5.07), shall be accepted as follows:
 - i. Upon completion of the services, the Owner shall request the County to accept said services and shall supply the following to the County:
 - (1) To the County Treasurer

A statutory declaration that all accounts for work and materials, taxes, levies, fees and all other costs and expenses whatsoever have been paid, except for normal guarantee holdbacks, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the work required to be done under this Agreement together with an undertaking to indemnify and save harmless the County against all actions, causes of actions, suits, claims, assessments, costs and demands whatsoever which the County may incur arising out of the installation of services constructed/installed pursuant to the provisions of the within Agreement.
 - (2) A statutory declaration stating the actual costs for the installation of the services to be accepted.
 - (3) To the GM EIS

Original Mylar, one (1) set electronically as a PDF in an AutoCAD drawing of the contracted drawings noted "as constructed". All drawings shall be in accordance with the requirements and specifications of section 3.02 of this Agreement.

A signed statement by an Ontario Land Surveyor that he/she has examined the lands after installation of said services, that he/she has found all iron bars as shown on the registered plan of subdivision, on easements and on rights-of-way, and that bench marks which will be geodetic datum, have been provided on the site to control elevations.
 - ii. Services
 - (1) With regard to County services, upon being satisfied as to the proper installation of same, the GM EIS shall issue a memorandum to the Agreement Administrator setting out that the said service has been constructed and installed in accordance with proper specifications, standards and requirements and that the said services are in a proper condition to be accepted by the County.
 - (2) The County Treasurer shall issue a memorandum to the Agreement Administrator setting out the status of all financial matters.
 - (3) When the Agreement Administrator has received the items set out in subsections (1) and (2) above, the Agreement Administrator shall prepare, on behalf of the County, a letter to the Owner setting out that all is in order and he/she declares all said services to be accepted. The said letter shall be signed by the GM CD for the County or designate.
- b. Notwithstanding any other provision of this Agreement, the County may, at its sole discretion and upon the written request of the Owner, accept any service therein provided for upon the completion of such service.

5.07 GUARANTEE PERIOD AND ASSUMPTION OF SERVICES

- a. The guarantee period with respect to said services shall commence on the date of issuance of the letter referred to in clause 5.06 (a) (ii) (3) of this Agreement. The Owner hereby guarantees, for the duration of the guarantee period of each service, that such service shall be free from defects in materials and shall have been constructed and installed in a good and workmanlike manner. The services will be assumed at the expiration of the two year guarantee period, or when the GM EIS has determined, acting reasonably, that the said services are free from all defects, whichever event shall last occur.
- i. Services

With respect to County services, the GM EIS shall issue a memorandum to the Agreement Administrator and the County Treasurer when the said services have



been determined to be free of all defects. The County Treasurer shall then issue a memorandum to the Agreement Administrator, if all financial requirements under this Agreement have been satisfied by the Owner. The Agreement Administrator shall then issue a letter to the Owner confirming the said services to be assumed.

ii. Transfer of Ownership

Transfer of ownership of the said services shall be deemed to occur on the date of assumption of the service by the County as herein provided.

- b. In addition to the general guarantee referred to in clause 5.07 (a) of this Agreement, the Owner covenants and agrees to replace damaged or displaced appurtenances and to attend to the removal of foreign material from the water main system, the sanitary sewer system and the storm sewer system until the expiration of the guarantee period for all services herein provided for.

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6. FINANCIAL REQUIREMENTS OF THE OWNER

6.01 DEVELOPMENT CHARGES

The Owner shall pay to the County, the development charges of the said County, on a lot by lot basis, at the rate in effect at the time of payment as provided for under the Development Charges By-Law in effect at the time of payment.

6.02 COMMUTATION OF LOCAL IMPROVEMENTS

The Owner shall commute and pay all outstanding local improvement charges assessed against the lands prior to the execution of this Agreement as specified in Schedule G.

6.03 PAYMENT OF TAXES

The Owner shall pay all arrears of taxes outstanding against the lands, prior to the execution of this Agreement and thereafter shall pay in full the taxes for this year on vacant land on the date of the first instalment.

6.04 CASH-IN-LIEU OF DEDICATING PARKLAND

In lieu of a dedication of land for parkland, the Owner shall pay to the County the amount specified in Schedule G.

6.05 CASH-IN-LIEU OF TREES

In lieu of a dedication of trees, the Owner shall pay to the County the amount specified in Schedule G.

6.06 PROCESSING AND ADMINISTRATIVE FEES

Prior to the execution of this Agreement by the County, the Owner shall pay to the County the amounts specified on Schedule G respectively as a contribution toward processing and administration costs. In the event that the processing costs and administration costs paid by the Owner are less than the actual costs incurred by the County, the Owner shall pay to the County the difference between the amount above and the actual costs incurred by the County; said additional payment to be made within thirty (30) days of an account being rendered therefore.

6.07 INTEREST ON OVERDUE ACCOUNTS

The Owner shall pay interest at the then current bank rate to the County plus six (6%) percent on all monies payable under this Agreement which are not paid on the due dates calculated from such due dates to the date of payment.

6.08 MANNER OF PAYMENT

All monies due and payable under the provisions of this Agreement shall be paid in cash or by certified cheque in lawful money of Canada. Performance securities shall be made payable as a letter of credit to the satisfaction of the County Treasurer, in the form set out in Schedule I.

6.09 RENDERING OF ACCOUNTS

Unless otherwise specified in this Agreement, whenever it is stipulated in any provision of this Agreement that an account is to be rendered, such account shall be rendered by the County on behalf of the County or any person to whom payment is to be made, in the same manner as any notice required under this Agreement is to be given.

6.10 PERFORMANCE SECURITY: INSTALLATION OF SERVICES

- a. Prior to the execution of this Agreement, the Owner shall supply a performance security to the County Treasurer, in the form set out in Schedule I, in the amount which is described in Schedule H. Such performance security shall remain in full force and effect until said services are accepted by the County.
- b. Any performance security covering the installation of a number of the services herein provided for may be reduced, provided however that such performance security shall not be reduced except in accordance with the following provisions:

i. The performance security shall not be reduced until:

- (1) the completed service or services have been accepted by the County, pursuant to the provisions of clause 5.06 of this Agreement; and,
 - (2) the Owner has supplied to the County Treasurer, a maintenance security in an amount equal to ten percent (10%) of the actual cost of the said completed service or services and the cost of any uncompleted services.
- ii. For the purpose of reduction of the performance security, a certificate setting out the progress of the construction and installation of the services signed by the Consulting Engineer and counter signed by the GM EIS, shall be conclusive that the services have been completed. The GM EIS shall not counter sign such certificate until satisfaction that the services have been installed in accordance with all requirements of this Agreement.
- iii. For the purpose of reduction of the performance security, a certificate signed by the County Treasurer that a maintenance security has been provided for any service or services referred to in the certificate set out in clause 6.09(b) (ii) shall be conclusive that such maintenance security has been provided.
- c. The performance security shall not be released by the County until all services herein provided for have been accepted by the County and the maintenance security provided for in clause 6.10 (b) (ii) has been provided for all services herein provided for.
- d. If applicable, to clean out the existing forebay in the storm water management pond located in the previous phase in order to maintain compliance with the Certificate of Approval as directed by the County. Where the proponent has been given notice, order or direction and neglects or refuses to comply with such order or direction within the time specified, the County may cause the work to be carried out and charge the cost of the work against the security held by the County. Where the cost of the work exceeds the value of the security held, the County may charge the cost of such excess against the proponent, and in default of payment:
 - i. recover the cost as a debt due to the County;
 - ii. charge the cost against the land concerned as taxes due and owing in respect to that land, and recover the cost as such.

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7. LIABILITY AND INSURANCE

7.01 LIABILITY

Until all services herein provided for are assumed by the County, the Owner, on behalf of himself/herself, his/her heirs, executors, administrators, successors and assigns, hereby covenants and agrees to indemnify and save harmless the County and their agents from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the work done or materials supplied by any of the parties of this Agreement pursuant to any of the provisions of this Agreement.

7.02 INSURANCE

That prior to the execution of the Agreement, the Owner shall at its expense obtain and keep in force, during the term of the Agreement, including any guarantee period as contemplated under section 5.07 hereof, a certificate of insurance to the County evidencing the insurance coverages required by the County. It shall be a provision in all insurance policies or certificates of insurance provided to the County that such policy or certificate contain a provision whereby the County shall receive 30 days' prior written notice from the insurer or insurance broker in the event of any proposed alteration, cancellation or change in such policy or certificate. The insurance certificate shall be in the Owner's name as shown on the property identification number.

The issuance of such insurance policy or policies as described in a certificate of insurance shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the County's insurer and, without limiting the generality of the foregoing, shall provide:

- a. A limit of liability of not less than five million dollars (\$5,000,000.00) per occurrence;
- b. Thirty (30) days prior notice of any alteration, cancellation or change in policy terms, which reduces coverage, and any such notice of cancellation shall be given in writing to the County;
- c. The Corporation of Norfolk County shall be named as an additional insured;
- d. Additional Insurance Name and Mailing Address
The Corporation of Norfolk County, 50 Colborne Street South, Simcoe ON N3Y 4H3
Attention: County Clerk
- e. The policy shall contain a provision for cross liability in respect of the named insured;
- f. Products and completed operations coverage;
- g. Non-owned automobile coverage with a limit of at least two million dollars (\$2,000,000.00) including without limitation contractual non-owned coverage;
- h. Other insurance coverage. The County reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreement as the County may reasonably require from time to time; and,
- i. Proof of insurance. The Owner shall provide, together with its executed Agreement, certificate(s) of insurance or certified copies of the above referred to policies, satisfactory to the County. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the County may require that the Owner provide a certified copy of the policy, if required. Such certificates or policies shall be provided prior to the commencement of any work.

The Owner shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Agreement, including any guarantee period as contemplated under section 5.07 hereof. In the event any renewal premium is not paid, the County, in order to prevent the lapse of such policy, may pay the renewal premium or premiums, and the Owner agrees to reimburse the County for the cost of such renewals within ten (10) days of the account therefore being rendered by the County. Further, prior to the commencement of the Agreement, the Owner shall cause its insurance broker to confirm in writing that it will accept any request from the County to renew such insurance and will extend the term of any such insurance policy held by the Owner in accordance with such request upon payment of the renewal premium(s) by the County.

The Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than two million dollars (\$2,000,000) to provide for coverage for acts, errors and omissions arising from their professional services performed under the Agreement. The policy self-insured retention or deductible shall not exceed one hundred thousand dollars (\$100,000) per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the County. The policy shall be renewed for three years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 30 day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an extended reporting endorsement be purchased by the Owner's professional at the Owner's professional's sole expense.

In the event that the description of the project, supply or work involves the use of explosives for blasting or vibration from pile driving or caisson work; which could cause the removal or weakening of support of any such property, building or land, whether such support be natural or otherwise, then Explosion, Collapse or Underground (XCU) coverages must be added by endorsement.

At the discretion of the County, the Owner may be required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of any environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for three years after project completion and a certificate of insurance evidencing renewal shall be filed with the County. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an extended reporting endorsement be purchased by the contractor at the contractor's sole expense.

Every party to the Agreement agrees to immediately notify all other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development of the Lands.

The Owner shall indemnify the County and its employees, members of Council, agents and other representatives from any loss arising directly or indirectly from claims, damages, injury or otherwise in connection with the works done by or on behalf of the Owner of the Lands until installation of services and any works or restoration of public roadways or property is completed and accepted by the appropriate inspectors acting on behalf of the County.

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8. LANDS TO BE CONVEYED

8.01 LANDS FOR COUNTY PURPOSES

The Owner shall grant in fee simple, free of charge and free of encumbrances to the County, any lands set forth in Schedule C attached hereto for municipal purposes other than roads and shall grant to the County free of charge and free of encumbrances any easements or rights-of-way set forth in the attached Schedule C.

8.02 LANDS FOR EASEMENTS FOR SERVICES

The Owner shall grant free of charge and free of encumbrances, the lands and easements, if any, which will be required by Hydro One, Union Gas Limited or any other utility body, which will be installing wires, cables or services within the lands.

8.03 FORM OF CONVEYANCE

The Owner shall prepare all conveyances required by this Agreement in a form acceptable to the County and shall deposit same with the County at the execution of this Agreement by the County. If the provisions of this clause are not complied with, the County may, at its option and in addition to any other remedies it may have, declare this Agreement null and void.

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9. PROVISIONS OF DEFAULT

9.01 RIGHTS ON DEFAULT

In the event that the Owner fails to install the service herein provided for as and when required by the GM EIS, or having commenced to install said services, fails or neglects to proceed with reasonable speed or within such period or periods of time set forth in any document referable to this Agreement, as the case may be, or in the event that said services are not being installed in the manner required by the provisions of this Agreement, in addition to any other remedy the County may have, the County shall have the right to:

- a. Upon the County giving seven (7) days' notice, enter upon the lands and proceed to supply all materials and do all necessary works in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with required specifications and to charge, the cost thereof, together with an engineering fee of ten percent (10%) of the cost of such materials and works and a management fee of twenty percent (20%) of the cost of such materials and works, to the Owner who shall forthwith pay the same upon an account being rendered therefore.
- b. Enter upon the lands, in the person of the GM EIS, or any person authorized by him/her, to inspect the work being done on the services herein provided for, and he/she shall have the right to stop any such work by the issuance of a stop work order, if, in his/her opinion, the work is not satisfactory, and upon the issuance of said stop work order the Owner shall stop work immediately.

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10. GENERAL PROVISIONS

10.01 COMPLETION OF SERVICES

- a. The Owner shall complete all necessary works and complete all the services herein provided for within eighteen (18) calendar months from the date of registration of the plan of subdivision with the exception of the following services:

i. The final lift of asphalt which shall be completed as directed by the GM EIS.

ii. The driveway approach paving, boulevard sodding, trees, and all similar types of services which shall be completed within five (5) years from the date of registration of the plan of subdivision. In the event the said services are not completed within the five (5) year period, the Owner covenants and agrees not to oppose the County's cashing of the security supplied by the Owner pursuant to clause 6.10 (a) of this Agreement to complete said services.
- b. Review of Cost Estimates and Engineering Schedules

Notwithstanding the requirements of clause 6.10 (a) of this Agreement, it is understood that the County may review the cost estimates of installation of services shown on Schedule H of this Agreement and the engineering drawings as shown on Schedules B and F of this Agreement on an annual basis. In cases where the cost of installation of services has increased from those specified on Schedule H, the Owner covenants and agrees to increase the amounts shown on Schedule H to equal 100% of the revised cost estimates.

10.02 REGISTRATION OF PLAN OF SUBDIVISION

- a. The Owner shall register the plan of subdivision in a form identical to that contained in Schedule A.
- b. Within one (1) week of registration of the plan of subdivision, the Owner shall supply to the Clerk of the County, the GM CD, and the GM EIS, one (1) Mylar copy of the said registered plan of subdivision to the Agreement Administrator.
- c. In the event the plan of subdivision is not registered within three (3) calendar months from the date of execution of this Agreement, the County may, at its option on one (1) month notice to the Owner, declare this Agreement to be null and void.

10.03 LETTER OF CLEARANCE

Not applicable to this Agreement.

10.04 NOTICES

Unless otherwise specified in this Agreement, any and all notices required under the provisions of this Agreement shall be given by prepaid registered mail to the following persons at the following addresses:

- To the County:

County Clerk
Norfolk County, 50 Colborne Street South, Simcoe ON N3Y 4H3
- To the Owner:

Dehooghe, Edwin Alphonse
Dehooghe, Sandra Marie
802 James Street, Delhi, ON N4B 2E1 5199090354

All notices given in accordance with the provisions of this clause, shall be deemed to have been given on the second mail delivery day following the date shown on the registration receipt; provided however that nothing contained herein shall prevent the giving of any notice in writing by personal delivery.

10.05 SPECIFICATIONS

- a. When any article specified to be used in specified by its trade or other name, the Owner may submit requests to the GM EIS, for substitution of equivalent materials. Such submissions shall be accompanied by complete information on the material proposed for use.



- b. Whenever specifications are not set out for any item required to be done under the provisions of this Agreement by the Owner, then the Owner shall carry out such item to the satisfaction of the GM EIS.

10.06 TEST OF MATERIALS

At any time, the GM EIS, may have qualitative or quantitative tests made of any materials which have been, or are proposed to be, used in the construction of any services herein provided for, and all expenses incurred with respect to such tests shall be paid by the Owner to the County, within ten (10) days of an account being rendered therefore. Additional requirements regarding tests of materials and specifications may be contained in Schedule B of this Agreement.

10.07 INSPECTORS

Any and all work required to be done under the provisions of this Agreement by the Owner shall be undertaken under the observation of Inspectors, and the Owner shall pay to the County all costs of such Inspectors within thirty (30) days of an account being rendered therefore. The Owner shall pay all such costs, notwithstanding the fact that such Inspectors may be employees of the County.

10.08 ENTRY BY THE COUNTY

The Owner hereby acknowledges and agrees that any and all work, services, maintenance or repairs done by the County on any service or services herein provided for in accordance with any provision of this Agreement prior to the assumption of said service by the County, under the provisions of clause 5.05 either for, or on behalf of, the Owner or by reason of the Owner not having done the work, in the first instance, shall be deemed to be done as agent for the Owner and shall not in any way constitute approval or assumption of any service or services by the County.

10.09 EXPENSES OF THE OWNER

The Owner acknowledges and agrees that whenever the Owner is obligated in any way under this Agreement, such obligation shall be deemed to include the words "at the expense of the Owner".

10.10 REGISTRATION OF AGREEMENT

The Owner and Mortgagee hereby agrees that this Agreement and Schedules A to M inclusive attached hereto or any part or parts thereof may be registered upon the title of the lands. Such registration shall be at the sole discretion of the County. The Owner shall pay to the County all solicitors' fees and disbursements incurred with respect to such registration within thirty (30) days of an account being rendered therefore.

10.11 DISPLAY MAP

The Owner hereby agrees that prior to offering any of the residential lots for purchase, to place a display map where possible, in a place visible to the public, which indicates the accepted location of all: trails, walkways, parks, schools, commercial lands, open space areas, environmental protection areas, watercourses, stormwater management facilities, community mailboxes, and surrounding land uses and to provide the Agreement Administrator with an electronic version of said map.

10.12 PURCHASE AND SALE AGREEMENTS

The Owner hereby agrees to include a clause that all Offers of Purchase and Sale Agreements will include a warning clause advising prospective purchasers that:

- a. Lot grading shall be maintained according to the Master Grading Plan and alterations shall require approval from the County's Building Department; and
- b. A private mutual drainage agreement will be registered on title to secure a legal and adequate storm outlet.

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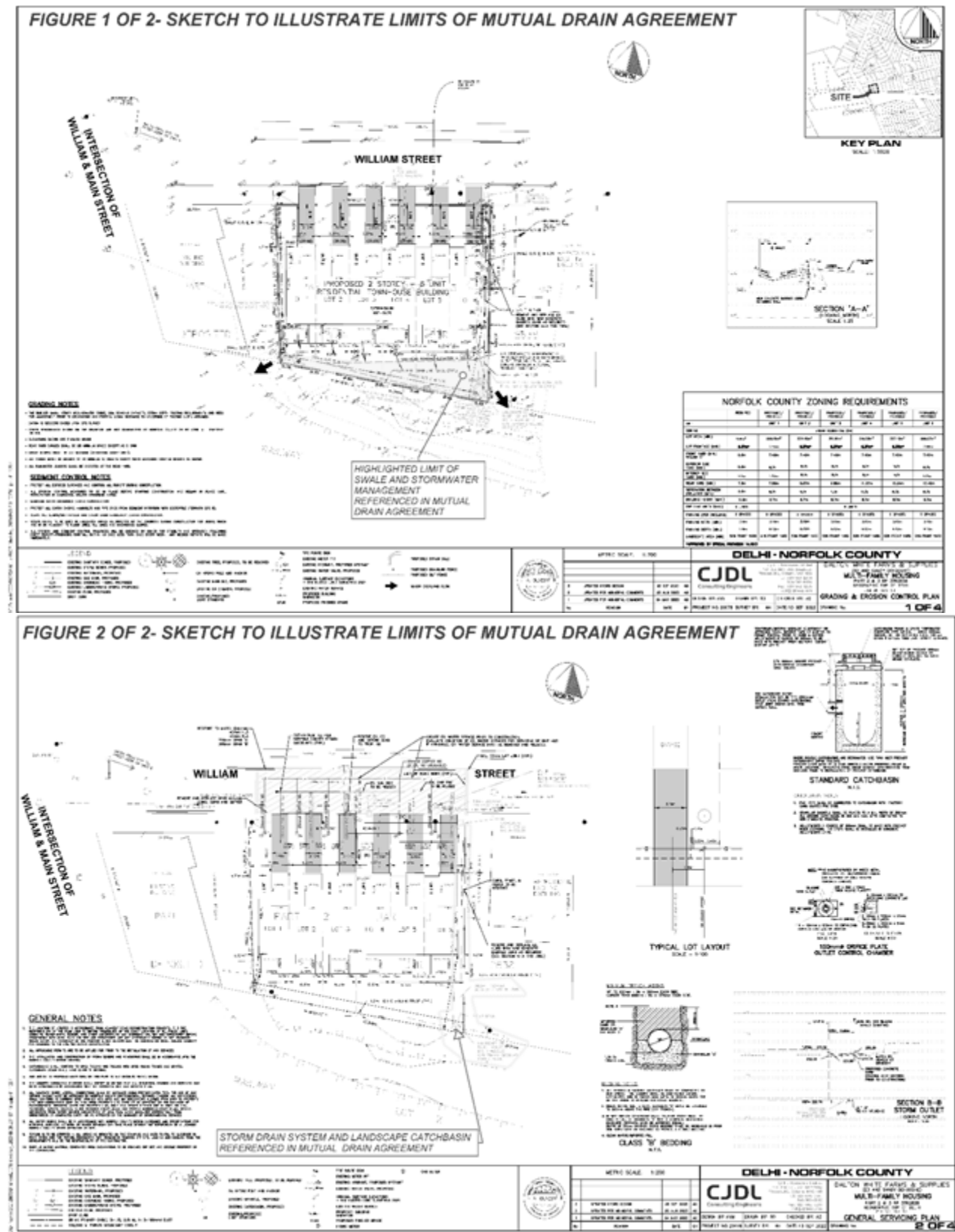
11. SPECIAL REQUIREMENTS

Mutual Agreement Drain

The parcels located in the development, the rear lot areas are subject to periodic flooding as it is a designed stormwater detention facility. Property owners are collectively responsible for the maintenance, operation, and any associated costs related to the facility, as outlined in the mutual agreement drain. The County bears no responsibility for the functioning or maintenance of the facility.

The Owner agrees to design and construct a legal and adequate storm outlet as appropriate at the Owner's expense to the satisfaction of Norfolk County Development Engineering. This outlet will be constructed in the form of a rear yard swale, which drains to the landscape catch basin in the southeast corner of the property. This catch basin drains in the municipal storm sewer system via a sewer along the east property line.

The Developer shall provide a maintenance manual for the stormwater facility, outlining the required maintenance and procedures, to be distributed to all property owners within the development.



12. BUILDING PERMITS AND MODEL HOMES

12.01 BUILDING PERMITS

- a. The Owner covenants and agrees not to apply for any building permit for any building on the lands until the following pre-requisites have been satisfied.
- i. The GM EIS has advised in writing that all sanitary sewer and water main systems have been constructed and installed in accordance with this Agreement and connected to existing facilities that are in operation and until the entire system is, in the opinion of the GM EIS, capable of servicing said lands.

ii. The GM EIS has advised in writing that rough grading has been carried out to his/her satisfaction and that building permits may be issued in accordance with the grading control plan attached hereto as Schedule F; curb and gutter, storm water sewer systems and first lift of asphalt has been installed; all traffic and street signs have been installed. Exceptions to this condition may be permitted where, in the opinion of the GM EIS, there are extenuating circumstances. In these cases, protective and remedial measures shall be undertaken by the Owner to the satisfaction of the said GM EIS. All costs of such protective and remedial measures shall be borne by the Owner.

iii. All the financial requirements under this Agreement have been satisfied by the Owner.
- b. All building foundations are to be founded on undisturbed native soil with the exception of the following lots which are anticipated to be prepared and engineered with compacted fill. For these lots, prior to the construction of the foundations, the Geotechnical Consultant shall certify to the Chief Building Official that they have supervised the preparation and fill placement and performed sufficient representative density tests to confirm suitability for direct support of building foundations not exceeding a bearing pressure of 150 kPa. The Geotechnical Engineer shall also certify to the Chief Building Official that the foundations are placed within the engineered fill envelope, and the integrity of the fill has not been compromised by interim construction, environmental degradation and/or disturbance by the footing excavation and that the footings and foundations comply with the required regulations contained in the Ontario Building Code.

Lots _____ to _____ inclusive

Prior to the construction of services on the lots, the Geotechnical Engineer is to certify to the Chief Building Official that the compacted fill placed on the following lots is suitable for the direct support of the private services:

Lots _____ to _____ inclusive

12.02 OCCUPANCY PERMITS

The County hereby acknowledges and agrees that the issuance by the County of any occupancy permit for each dwelling within the lands shall be deemed to be an effective release of the purchaser of each dwelling and his/her successors in title, from the provisions of this Agreement, with the exception of clause 3.11, and any other provision of this Agreement reserved in said occupancy permit. Notwithstanding the foregoing, issuance of an occupancy permit shall be deemed to be in compliance with the grading control plan as at the date of its issuance. Thereafter, confirmation from the County that the grading control plan is complied with shall be deemed to be in compliance with the grading control plan.

12.03 MODEL HOMES

Notwithstanding the foregoing provisions of this Section, the Parties agree that:

- a. The Owner may construct model homes on the Lands of the draft plan prior to registration of the plan of subdivision in accordance with the provisions of the applicable Zoning By-Law, provided that:
- i. the Owner receives a building permit from the Chief Building Official for each model home to be constructed; and,

ii. the Owner confirms that there is road access, acceptable to the Chief Building Official, to within ninety (90) metres of any building erected on the Lands of the draft plan for emergency access.



- b. The Owner certifies to the Chief Building Official that lots designated for model home construction, have been pre-graded to the elevation shown on the final grading plan, for the Land, making due allowance for the final application of top soil and sod and for material to be excavated for foundations and basements of model homes to be constructed.
- c. The maximum number of model homes permitted by the County for construction by the Owner on the Lands of the draft plan under the provisions of this Section shall not exceed ten percent (10%) of the lots intended for single-detached dwellings, semi-detached dwellings or townhouse purposes within a plan of subdivision proposed for registration on the Lands of the draft plan, to a maximum of twenty (20) dwelling units, all in accordance with the provisions of the County's relevant Zoning By-Law, as amended.
- d. In order to guarantee compliance with all the terms and conditions contained within this Section, the Owner covenants and agrees to place security with the Chief Building Official in an amount as required by the current User Fees and Service Charges By-Law for each and every model home in a form satisfactory to the County, prior to issuance of a building permit for construction of any model home permitted by this Agreement.

The security deposit is required to secure, but is not limited to:

- i. demolition of any number of model homes beyond that which is permitted by the relevant Zoning By-Law for the Lands of the draft plan in the event a plan of subdivision for such land is not registered in accordance with the terms of this Section; and/or,
- ii. maintenance and/or clean-up of the County's roads in the event that they become damaged or soiled with earth and debris as a result of model home construction.

The County shall release the security deposit required under this Section, or remaining balance thereof, without interest, to the Owner provided:

- i. a plan of subdivision has been registered on the Lands of the draft plan; and,
 - ii. there are no outstanding obligations required of the Owner with respect to the security held under this Section.
- e. All model homes constructed under the provisions of this Section shall be used for the sole purpose of an office and/or show room and/or sales centre to promote the sale of residential units on the Lands of the draft plan and shall not be occupied as a dwelling unit until:
- i. a plan of subdivision has been registered against all or a stage of the Lands of the draft plan;
 - ii. the County has received from the Owner a Surveyor's Real Property Report prepared by an Ontario Land Surveyor showing the location of the constructed building on the lot and the County has determined that the location of such building complies with the requirements of the Zoning By-Laws of; and,
 - iii. the building has passed an inspection for occupancy to the satisfaction of the Chief Building Official, or designate, pursuant to the conditions for occupancy in the Building Code Act and Regulations there under; and,
 - iv. a permit to allow for the Change of Use to a dwelling unit is issued by the Chief Building Official or designate.
- f. The Owner shall register a plan of subdivision on the land of the draft plan, within six (6) months of issuance of a building permit for the first model home. In the event that the Owner cannot register the plan of subdivision within six (6) months of the date of issuance of a building permit for the first model home, the Owner may upon written request to the Chief Building Official, apply for an extension, provided the request for such extension is received by the County within twelve (12) months of the date of issuance of a building permit for the first model home.
- g. Where the Owner has not registered a plan of subdivision on the Lands of the draft plan and no written request for extension to register a plan of subdivision has been received by the County within twelve (12) months of the date of issuance of a building permit for the first model home, then the County may, upon written notification to the Owner, require the Owner to immediately:
- i. demolish any number of model homes, which are beyond the maximum number permitted by the relevant Zoning By-Law on the Lands of the draft plan;
 - ii. remove any and all appurtenances used to service the said model home(s), which shall include, without limiting the generality of the foregoing, connections to the water and

sewer services as well as electrical service connections, telecommunication cables, gas mains and television co-axial cables; and,

- iii. to restore the land to its original state to the reasonable satisfaction of the Chief Building Official.

- h. In the event that no action is taken by the Owner, satisfactory to the County, to remove such model homes within thirty (30) days after the mailing of such notice, the County has, and is hereby given, the right of entry by the Owner to the Land and may do and perform any and all actions, matters and things that may be required to demolish any number of model homes which are beyond the maximum number permitted by the relevant Zoning By-Law on the land of the draft plan and in pursuance thereof, may hire labour, equipment and purchase such materials as the County considers necessary. Costs incurred by the County pursuant to this Subsection may be charged against the security deposit required under this Section. The County may appropriate any portion of the performance securities to remedy any default.

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13. MISCELLANEOUS REQUIREMENTS OF THE COUNTY
AND OTHER PUBLIC BODIES

13.01 REMOVAL OF TREES

The Owner covenants and agrees that no tree, other than dead or diseased trees, shall be cut or removed from the lands, except those absolutely necessary for construction of buildings, services, access or grading and with the preapproval of Operations Division, Forestry Department.

13.02 LOW FLOW TOILETS AND SHOWERS

The Owner covenants and agrees, in the interest of water conservation, to request the builder to install low flow toilets and showers, which meet the following specifications:

- a. water closet – maximum flush cycle: 1.3 imperial gallons;
- b. shower head – maximum flow: 2.15 imperial gallons per minute.

13.03 CONDITIONS OF THE LONG POINT REGION CONSERVATION AUTHORITY

The Owner covenants and agrees to prepare and implement the lot grading, sediment and erosion control plans and storm water management plans to the satisfaction of the Long Point Regional Conservation Authority.

13.04 CONDITIONS OF ENBRIDGE GAS LTD.

The Owner agrees to satisfy the concerns of Enbridge Gas Ltd. regarding construction over and access to their existing easement through the registration of a restrictive covenant on title which would include, among other things, restrictions on the type of fence and the requirement for all owners to contact Enbridge Gas for line locations prior to any excavation as well as ensuring that Enbridge Gas will have the right to enter affected lots in order to carry out any necessary inspections, repairs and/or usual maintenance.

13.05 DAMAGE AND DEBRIS

The Owner covenants and agrees:

- a. That all lands owned by the County outside the limits of the plan of subdivision that may be used by the Owner or parties employed by the Owner or others during the construction of the public works as well as all buildings and structures within the plan of subdivision shall be kept in a good and usable condition during the construction period and, if damaged by the Owner or parties employed by the Owner in construction of the said public works, buildings and structures, will be repaired and restored immediately;
- b. Not to foul the public roads, outside the limits of the plan of subdivision, leading to the lands, and further agrees to provide the necessary persons and equipment to be available on reasonable notice at all times to keep such roads clean and that all trucks making deliveries to or taking materials from the plan of subdivision shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish, or debris on the abutting highways and streets;
- c. That, if in the opinion of the GM EIS, the aforementioned requirements are not complied with, the County will do the work as required and the Owner shall forthwith upon demand pay to the County the full cost thereof and that the County may draw on any security filed pursuant to this Agreement if the Owner fails to make the payment demanded by the County;
- d. Not to allow and to restrain, insofar as it is able to do so, all others, from depositing junk, debris, or other materials on any lands within the plan of subdivision, including lands to be dedicated for municipal purposes, vacant public land and private land;
- e. To clear debris and garbage on any land within the plan of subdivision if so requested in writing by the GM EIS and that the County shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within thirty (30) days of being advised to do so; and,
- f. To maintain satisfactory personnel and equipment available to sweep the highways and streets within the plan of subdivision on a twice weekly basis or as directed by the GM EIS, and this operation will continue until the acceptance by the County.

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14. INTERPRETATION

14.01 TIME TO BE OF ESSENCE

The parties hereto agree that time shall be of the essence of this Agreement.

14.02 SEVERABILITY OF CLAUSES

Notwithstanding that any part or parts of this Agreement or parts thereof, may be found by any court of competent jurisdiction to be illegal or beyond the powers of any party hereto, such parts or parts thereof, shall be deemed to be severable and all other part or parts of this Agreement shall be separate and independent therefrom and agrees as such.

14.03 NUMBER AND GENDER

Whenever in this Agreement a noun or pronoun appears, it shall be read in the appropriate number and gender as the context may require and the tense of the verb agreeing therewith shall be construed accordingly.

14.04 SCHEDULES

The parties hereto declare and agree that the Schedules attached hereto as Schedules A to M inclusive form part and parcel of this Agreement.

14.05 HEADINGS AND NUMBERS

- a. The headings contained in this Agreement shall be deemed not to form part of this Agreement and are for convenience only.
- b. Reference to specific clauses within this Agreement may be made by clause number

14.06 BENEFIT AND BURDEN

It is declared and agrees that this Agreement and the covenants, provisions, conditions and schedules contained herein shall ensure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors or assigns of each of the parties hereto as the case may be.

14.07 ASSIGNMENT

The Owner may assign this Agreement only with the prior written consent of the County.

14.08 COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

14.09 NO REPRESENTATION

Without limiting the generality of the indemnification below, the Owner agrees that it has relied entirely on its own investigations and inspections of the Lands, and that the County makes no representations or warranties, expressed or implied, statutory or otherwise, as to title, encumbrances, description, fitness for a particular purpose, environmental condition, merchantability or otherwise in any way relating to the Lands, notwithstanding the provision by the County of any plans, documents, reports or any other material or information relating to the Lands. The Owner further releases the County from any liability in respect of the County's reviews, decisions, inspections or absence of inspections regarding the site plan approval and the Owner agrees that it is its responsibility at all times to prepare and implement its site plans for its development as would a careful and prudent land owner.

14.10 INDEMNIFICATION

The Owner, on behalf of himself/herself/itself, his/her/its heirs, executors, administrators, successors and assigns, hereby covenants and agrees to indemnify and save harmless the County and their employees, Mayor and Councillors, representatives and agents from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by,

- a. reason of any acts, omissions or works done or materials supplied by any of the parties to this Agreement pursuant to any of the provisions of this Agreement;
- b. the County entering into this Agreement; and
- c. in respect of any failure by the Owner to fulfill its obligations under this Agreement in respect of the Land.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

14.11 INDEPENDENT LEGAL ADVICE


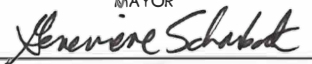
The Owner acknowledges that the County has provided the Owner with a reasonable opportunity to obtain legal advice prior to executing this Agreement and the Owner is not relying upon any statement, comment or observation made by the County as the basis for executing this Agreement.

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IN WITNESS WHEREOF the parties of the first and second part have hereunto set their hands and seals and WITNESS the seal of the party of the third part, duly attested thereto by the hands of its proper signing officers:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF NORFOLK COUNTY:


MAYOR

CLERK

April 4, 2024
DATE
April 4, 2024
DATE

OWNER: DEHOOGHE, EDWIN ALPHONSE


SIGNATURE
JOINT TENANT

April 4, 2024
DATE


WITNESS SIGNATURE
Genevieve Good
WITNESS PRINT NAME

April 4, 2024
DATE

OWNER: DEHOOGHE, SANDRA MARIE


SIGNATURE
JOINT TENANT

April 4, 2024
DATE


WITNESS SIGNATURE
Genevieve Good
WITNESS PRINT NAME

April 4, 2024
DATE

SCHEDULE A

DESCRIPTION OF LAND AFFECTED BY THIS SUBDIVISION AGREEMENT AND THE PROPOSED
PLAN OF SUBDIVISION

50163-0366 (LT)
PART LOTS 1 AND 3, ALL OF LOT 2, BLOCK 10, PLAN 189, PART 1 PLAN 37R11695; NORFOLK COUNTY

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SCHEDULE B

GENERAL PLAN OF ALL SERVICES

Contact the Norfolk County Development Engineering Department to view the stamped approved document for details.

Environmental and Infrastructure Services Division
185 Robinson Street Suite 200, Simcoe, Ontario, N3Y 5L6
519.426.5870 extension 1700

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SCHEDULE C

LANDS TO BE CONVEYED TO THE COUNTY

Not applicable to this development.

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SCHEDULE D

SIDEWALK PLAN

Not applicable for this development

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SCHEDULE E

SPECIFICATIONS FOR COUNTY SERVICES TO BE INSTALLED BY THE OWNER

SECTION 1	GENERAL
SECTION 2	EXCAVATIONS AND BACKFILL
SECTION 3	WATER MAINS AND WATER HOUSE SERVICE CONNECTIONS
SECTION 4	SANITARY SEWERS AND HOUSE CONNECTIONS
SECTION 5	SUBSOIL – GEOTECHNICAL INVESTIGATION
SECTION 6	GRADING SPECIFICATIONS
SECTION 7	STORM SEWERS
SECTION 8	ROAD WORKS
SECTION 9	MISCELLANEOUS

Detail drawings attached hereto and forming part of the specifications.

DRAWING NUMBERS:

WS-1	CONCRETE THRUST BLOCKS
WS-2	HYDRANT SET
WS-3	WATER SERVICE CONNECTION
WS-4	PIE BEDDING DETAILS
WS-5	TYPICAL MECHANICAL JOINT OFFSET
WS-6	AIR RELEASE VALVE CHAMBER
WS-7	VALVE CHAMBER
WS-8	WATER METER CHAMBER
SS-1	PRECAST MANHOLE
SS-3	CAST-IN PLACE CONCRETE MANHOLE
SS-4	DROP PIPE ASSEMBLY
SS-5	ALUMINUM SAFETY LADDER RUNGS
SS-6	ALUMINUM SAFETY GRATING
SS-7	SEWER CONNECTION TO MANHOLE
SS-8	SANITARY SEWER CONNECTION
SS-9	STANDARDIZATION OF SERVICE LOCATIONS

1. GENERAL

1.1 General

The following outline specifications are to be used as a guide for the preparation of the detail contract documents for the construction of the works. The specifications can be used in conjunction with the Ontario Provincial Standards. The detailed plans and specifications shall be complete in all respects and shall be approved by the GM EIS prior to commencement of the works. The guidelines may be amended from time to time without notice.

1.2 Statutes

- a. In all matters affecting the performance of the work, the Owner shall comply with all relevant statues, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Owner shall also comply with all relevant regulations made under such statutes, by-laws and ordinances.
- b. Unless otherwise specified, the Owner shall pay all fees, procure all licences and certificates, deposit all drawings and give all notices required by any of the foregoing statutes, by-laws, ordinances and regulations.

1.3 Location

Services shall be located as indicated in the County's Design Criteria.

1.4 Design Criteria

The County will make available to the Owner’s Engineer, a set of “Design Criteria for Municipal Services” which shall be used by the Consulting Engineer as general criteria for the design of the subdivision services.

2. EXCAVATION AND BACKFILL

2.1 Excavation

Excavations to form trenches for sewers, drains, pipelines, culverts shall be to the dimensions and elevations of the finished works. Extra excavation shall be filled with consolidated granular material or concrete as the County Engineer or designate may direct.

2.2 Bedding

Bedding shall conform to OPSD-1102.01 Granular Bedding Class “B”. Cover material shall be the same material as the bedding material.

2.3 Backfilling and Compacting

Backfill materials shall be free of boulders, frozen lumps and organic material and shall be placed and compacted to the satisfaction of the GM EIS.

2.4 Dewatering

Excavations shall be maintained free of water and protected from the action of surface water at all times. Ditches and existing watercourses shall be kept open at all times for surface drainage. Damming of water will not be permitted except where the GM EIS shall consider it necessary.

3. WATER MAINS AND WATER HOUSE SERVICE CONNECTIONS

3.1 Water Main Materials

- a. Ductile iron pipe shall comply with AWWA C151. Mechanical or tyton joint pipe with approved electrical conductivity straps shall be used. Pipe shall be cement lined and shall comply with AWWA C104.
- b. Copper pipe shall be seamless copper water tube complying with ASTM specifications B-88 Type K.
- c. Gate valves shall comply with AWWA Specifications C500. Valves shall either be non-rising spindler, double disc or McAvity No. 20075-0 solid wedges or approved equal. Valves shall have mechanical joint ends, and shall open counter clockwise.
- d. Valve boxes shall be Ferguson cast iron auger type valve box No. 101, adjustable from 1650mm to 1950mm, or equal for use on 150mm and 200mm valves.
- e. Tapping valves shall be Canada Valve and Hydrant “Darling” No. 56, or equal. Tapping sleeves shall be Canada Valve and Hydrant “Darling” No. 1004, or equal.
- f. Fire Hydrants shall be Canada Valve and Hydrant “Century” or equal. Hydrants shall open counter-clockwise.

3.2 Corporation Service Fittings

- a. Corporation Stops

All County stops shall have AWWA tapered inlet thread.

When installed in PVC mains, the County stops shall be equipped with electrical grounding tail nuts to permit the connection of anodes for corrosion protection.

Service connections to PVC mains shall be connected by using PVC molded or fabricated tapped tees; service saddles shall be used only with the express permission of the County Engineer or designate.

Corporation stops (main stops) for 19mm and 25mm copper services shall have compression connections (packjoints) and shall be fluorocarbon (Teflon) coated ball valves – Mueller B-25008, Ford FB1000 Cambridge Brass Limited, Series 301 (ball valve types) or approved equal.



Corporation stops for 38mm and 50mm copper services shall have inside iron pipe threaded outlet connection (female) and shall be fluorocarbon coated ball valves – Ford FB1600 or Mueller B-25008 or Cambridge Brass Series 301 (ball valve type) or approved equal, plus appropriate service saddle and compression fitting to outside IP thread adapter.

b. Curb Stops

Curb stops for 19mm, 25mm, 38mm and 50mm copper services shall have compression connections, and shall be fluorocarbon coated ball valves without drains – Mueller B-25209m, Ford B44-333 (-444, -666 and -777), Cambridge Brass Series 202 or approved equal.

Curb boxes and stems for 19mm and 25mm services shall have a 25mm upper section with extension from 1.7 metres and shall be Mueller A-726 with type 304 stainless steel roads and stainless steel cotter pins or approved equal. Curb boxes and stems for 38mm and 50mm service shall meet the above requirements except that the model shall be Mueller A728 or Clow Canada D1, D2 or approved equal (large base).

Curb boxes and stems for 19mm and 25mm services shall have a 25mm upper section with extension from 1.7 metres and shall be Clow Canada D1, D2 corrosion resistant with stainless steel tube and epoxy – coated base and lid. These curb boxes and stems shall be used in areas that have corrosive soil conditions. The County Engineer or designate will specify the areas that these curb boxes and stems will be installed.

c. Service Pipe

Unless otherwise specified, all service pipes for 19mm, 25mm, 38mm and 50mm services shall be of soft-copper Type K. Third party certified with Warnock-Hersey stamp.

Kinked, crushed or distorted tubing shall not be used. Solder type fittings shall not be used.

Unions for 19mm, 25mm, 38mm, and 50mm, copper service shall have compression connections and shall be Cambridge Brass Series 118 Corporation coupling, Mueller 110 Compression Connections Ford Pack or Quick Joint couplings or approved equal.

Only one union per service will be permitted and no pipe unions shall be installed under the road surface.

When installed on PVC mains, copper service pipe shall be corrosion protected with zinc or magnesium, anodes connected to the County stop equipped with a ground tail nut.

3.3 Construction of Water Mains and Services

The construction of all water mains shall be in accordance with Standard OPSS 701, unless otherwise noted.

Pipe specials shall be laid and jointed in accordance with the manufacturer's recommendations. Bedding shall be in accordance with standard drawing no. WS-4.

Hydrants shall be set in accordance with standard drawing no. WS-2.

Valve boxes at street lines and hydrants shall be set to the finished grade by the Owner. Valve boxes shall consist of cast iron base, centre section and top section with cover which shall be marked "water". The top section shall be adjustable and set to allow equal movement above and below the finished grade. The box shall be centred above the valve and shall rest on compacted backfill.

In addition to thrust blocking, as detailed, plugs at the end of pressurized PVC mains shall be secured by means of restraining rings which meet or exceed all requirements of Uni-Bell B-13.

The Uni-Flange Series 1300, 1350, 1360, 1390, 1500 restrainers as manufactured by Ford Meter Box Co. Inc., Clow Canada Series 300, 350, 360, 390, Sigma Corporation, Series P.M., PAP, PVPFL, SLC are approved for use with PVC water main.

The installation of the number, type and location of restrainer must be approved by the GM EIS or designate (refer to Section 6, standard drawing nos. WS-7, WS-8, and WS-9). All restrainers have to be installed to manufactures' specifications. Please refer to manufactures manuals and installation procedures.

All clamps, rods, etc. shall be coated with a protective material. All exposed threads shall be painted with asphaltum after nuts are tightened. Prior to hydraulic testing of water mains, a test for electrical conductivity from hydrant to hydrant shall be carried out.

The ductile iron pipe, at each fitting, connection and service locations, shall have a 5.4 kg Zinc anode (minimum) connected. The sacrificial anode material shall conform in composition to ASTM B-418-73 Type II for soil application, as manufactured by Duratron Systems Limited, or equal.

After the pipe has been laid and backfilled, the pipe lines shall be subjected to a hydraulic test pressure of one and one-half times the maximum expected working pressure, but in any event not less than 1035 kPA.

The test shall be for a period of at least 30 minutes. All air shall be expelled from the pipe line before applying the pressure. During the test, all joints showing leakage shall be repaired and any split or defective material shown up by the test shall be replaced.

After the entire system has been completed, a final leakage test shall be made by suitable equipment. Allowable leakage shall be determined from the AWWA formula:

$$2.22 \text{ litres per mm of diameter of the pipe per kilometre in 24 hours}$$

If the leakage is greater than this amount the Owner shall locate and repair all leaks until the leakage is within this limit.

After testing has been completed, tapings for service connections shall be made while the main is under pressure and shall intersect that water main at right angles in a straight line from the structure, in accordance with standard drawing no. WS-3.

Systems shall be chlorinated with a solution of chlorine containing 50 ppm of free chlorine. After standing 24 hours, the residual should be at least 10 ppm. During the process of chlorination all valves and accessories shall be operated. The pipe shall then be emptied, flushed and tested bacteriologically. If unsatisfactory, the process shall be repeated.

4. SANITARY SEWERS AND HOUSE CONNECTIONS

4.1 Sewer materials

- a. Non-reinforced concrete sewer pipe shall comply with ASTM Specification C14-63-55 or latest amendment unless otherwise noted. Reinforced concrete sewer pipe shall comply with ASTM Specification C76-61-T or latest amendment unless otherwise noted.
- b. Vitrified clay pipe shall comply with CSA Specification A60.1, and shall be standard strength or extra strength, with a glazed finish. Ends shall be plain end. Joints shall be plain end, in accordance with Appendix A of CSA A60.1.
- c. Polyvinyl Chloride (P.V.C.) sewer pipe shall be manufactured in accordance with ASTM Designation, D3034 with a maximum DR-35. Joints shall be bell and spigot type and have rubber gaskets and conform to ASTM Designation D-1869.
 - i. Polyvinyl Chloride (P.V.C.) house connection pipe shall comply with CSA B128.1 and shall be no greater than SDR 28. Joints shall be bell and spigot with rubber gasket type of seal.
 - ii. Plugs shall be expanding plastic plugs.
- d. Manhole frames and covers shall be as manufactured by Canron Limited, Type DS-579, unperforated.
- e. Precast manhole sections shall comply with ASTM Specifications C478 and shall be to the dimensions shown on the drawings. Rubber-type gasket joints shall comply with ASTM Specification C443.
- f. Manhole frames and covers shall be adjusted with the use of brick, (sewer bricks shall comply with ASTM Specification C32, Grade MA) or modoloc sections.

- g. Manhole safety ladder rungs shall be as shown on standard drawing no. SS-5.

- h. Corrugated metal pipe shall comply with AASHO Specification M-26 and shall be 16 gauge or to the gauges of metal shown in the contract. Couplings shall be standard band.

4.2 Construction of Sanitary Sewers and Services

Pipe shall be laid and jointed in accordance with the manufacturer's recommendations. Bedding shall be in accordance with Standard drawing no. WS-4.

Manholes shall be constructed in accordance with standard drawing nos. SS-1, SS-3 and SS-4.

Sewer connections shall be made in accordance with standard drawing no. SS-8 where the main sewer is 450mm or less in diameter. Where the main sewer is over 450mm connections shall be made using approved saddles.

Manhole ladder rungs shall be as specified in standard drawing no. SS-5.

If required manhole safety grating shall be in accordance with standard drawing no. SS-6.

4.3 Testing Requirements for Sanitary Sewers

Where ground water lies above the crown of the pipe, sewers shall be tested for infiltration. The allowable leakages shall be calculated at a rate of allowable litres per hour equals

Diameter of Pipe in Millimetres

100 millimetres

x

Length of section in metres

30 metres

Where the ground water table is not above the crown of the pipe, an exfiltration test shall be carried out. In testing for exfiltration, the minimum head on the section of sewer being tested shall be 600mm measured from the crown of the pipe at the high end of the line, provided that the maximum, head on the line shall not exceed 4.6m. The leakage rates specified for infiltration shall also apply toe exfiltration.

- 4.4 All PVC sewers deeper than 4.5m shall be checked by pulling a ball plug or other device through the pipe in accordance with Ministry of Environment Specification 2650.
- 4.5 All sewer mains shall have a television inspection completed. Environmental and Infrastructure Services shall be sent a copy of the report as well as a video.

5. SUBSOIL – GEOTECHNICAL INVESTIGATION

5.1 Preliminary Report

Data collected for the preliminary subsoil investigation should be of a general nature in order to assess the suitability of the site for subdivision development.

This report shall be submitted to the County at the time of application for approval of the draft plan of subdivision and shall contain the following information:

- a. A site plan showing the location of all boreholes which should be representative of the entire area proposed for development. Boreholes must be shown on a contour map, existing contours, and both contours and borehole elevations shall be to geodetic elevations.
- b. A complete description of all soils encountered, indicating textural classification, degree of consistency, moisture content and any other information necessary to fully describe the soil unit.
- c. A discussion of the geohydrology of the site which would indicate the presence of perched or static water levels over the site.
- d. An engineering discussion related to soil bearing capacity, excavation considerations and backfilling stability. Specific problem areas should be defined and suggested areas for heavy and light construction indicated.
- e. In semi-urban areas, the suitability of the site to adequately accommodate sewage tile systems and private, individual water systems for each lot should be investigated and discussed in the report.

5.2 Final Report



The data collected in this final investigation should be supplemented with the information collected in the preliminary report. This report shall include the plan of the proposed subdivision layout and all engineering recommendations shall be specific with reference to neighbourhood construction.

- a. Soils and ground water data required are similar to the information requested in the preliminary report.
- b. Engineering discussions shall specifically include the following:
 - i. Bearing capacities of soils for all types of neighbourhood construction.
 - ii. Excavation for municipal services.
 - iii. Groundwater problems* and recommended solutions for (a) and (b) above, as well as the advisability of storm sewer connections to each lot.
 - iv. Backfill suitability of soils in specific areas where construction is proposed.
 - v. Recommended method and degree of compaction in trenches under roadways and in deep fill areas where structures are to be placed.
 - vi. Recommended pavement designs on all roads shown on the plan of proposed subdivision. (Class of road to be previously determined by the County.)

* This should be expanded to include pH and Sulphate of the water samples.

In some cases the County may waive the requirement of both the preliminary and final subsoil reports.

6. GRADING SPECIFICATIONS

6.1 Grading Plan

The purpose of the grading control plan is to ensure that every lot has adequate drainage on all sides and that the surface drainage be carried off the lot to a sufficient outlet without risk of inconvenience or damage to any other lot or property. Further, the proposed construction of terraces and/or retaining walls shall not adversely affect building or their use and shall facilitate proper maintenance.

In addition to all of the basic information, the grading plan shall have the following features:

- a. All elevations shall be based on geodetic datum.
- b. A list of at least three permanent bench marks.
- c. Original ground contours of the site at five foot intervals, or less, and for a distance of at least 60 metres beyond the limits of the site on all sides.
- d. Finished road centreline elevations at 15.24 metre intervals (to 0.003 metres).
- e. Finished ground elevations at all lot corners and at the centre of the front building line (to 0.03 metres).
- f. Lot number.
- g. In the case of large blocks of land, finished ground elevations at all corners and sufficient interior elevations to determine the adequacy of the surface drainage.
- h. Arrows on the drawing shall indicate the direction of flow for all surface water.
- i. Location and description of ultimate outlet for surface water collected.

6.2 Proposed Grading Specifications

The ground slope in urban subdivisions across the boulevard (from the top of the curb to the street line) shall be not less than 1% or more than 7%. The aforesaid grades also apply to driveways both urban and semi-urban.

In any case, the slope of the ground shall not be less than 1% between the edge of the roadway and the front building line on the lot. However, where the final grade of the lot is such that the rise from the edge of the roadway would exceed 7%, the additional rise shall be provided for on the lot. If terraces are to be constructed, they shall begin not closer than one foot from the property line and shall not have a slope greater than 2.5 to 1. If retaining walls are desired, they shall be constructed on the property with a minimum setback of two feet from the property line.

Swales or ditches to be used for lot drainage must be shown on the plan giving invert elevations at 30 metre (minimum) intervals.

The construction of rear lot catch basins will be accepted only as a last resort and provision shall be made in the Owner's agreement for the maintenance of these catch basins and storm sewers by means of easements.

No lot shall drain onto or through adjacent properties outside of the subdivision without the written approval of these land owners.

In the design of the grading plan, a conscious effort shall be made to preserve as many existing trees as possible.

The grading control plan shall be submitted with plans and items required for the storm sewer approval and shall be for the whole of the subdivision and areas other than the subdivision, if required.

6.3 General Conditions

All topsoil, organics and foreign material must be removed from fill areas.

All fill areas shall be filled with clean soil to a "rough grade" as shown on the Owner's grading plan. In this case "rough grade" shall mean the grade at which a minimum of material must be either imported or disposed of from the lot so that the lot will accommodate the fully completed building and conform to the approved grading plan.

All cut areas shall be constructed to "rough grade" by the Owner.

All boulevards and lot corners shall be set to "rough grade" by the Owner before a building permit shall be issued for the lot.

All fill areas shall be compacted to 100% Standard Proctor Density and the subdivider shall, at his/her own cost, arrange for compaction testing by a soil mechanic consulting firm to certify that all compaction has been properly completed.

7. STORM SEWERS

7.1 General

The basic factors requiring evaluation in the design of stormwater drainage systems are – land use, design frequency, precipitation and run-off coefficient.

7.2 Land Use

The designer shall consider the ultimate land use in his/her design of the stormwater drainage system and shall plan for the complete drainage basin.

7.3 Stormwater Management Systems

The County, in conjunction with the Long Point Region Conservation Authority, has generally adopted a Zero Increase in "Run-Off" policy in order to minimize the impact of stormwater run-off outlets from new developments on natural watercourses and on existing storm sewers where the new development ties into existing storm sewer systems.

If a stormwater management system is required, the design may have several options available for the type of stormwater retention system to be applied, such as, rooftop ponding, parking area ponding, retention pond, super pipes, etc. However, the system selected must meet with the County's approval and the designer should work closely with the GM EIS in this regard.

7.4 Method of Flow Determination

The Rational Formula shall be used to determine the quantity of the storm runoff in the design of storm sewers.

The Rational Formula $Q=2.78 \times A/R$

Where Q is the stormwater runoff in cubic feet per second
R is the runoff coefficient
I is the rainfall intensity in inches per hour
A is the drainage area in acres

7.5 Frequency of Occurrence

A two year return basis may be used for storm sewer design where minor ponding will not endanger buildings.

This two year storm may be used for sub-drainage areas of up to about 40 hectares. For drainage basins larger than this and for trunk sewers, this two year storm frequency will not apply and the design criteria will be amended by the County and will vary depending on the size of the area to be served.

7.6 Time of Concentration

The following inlet times are to be used:

Roofs directly connected to the sewer – 5 minutes
Roofs not directly connected to the sewer – 15 minutes

7.7 Runoff Coefficients

Runoff coefficients used in storm sewer design shall be as follows:

Parks over 4 hectares	0.20
Parks over 4 hectares	0.25
Single family residential	0.45
Single family residential (lot size less than 12.2 metres)	0.60
Semi-detached residential	0.60
Townhouses, maisonette, row houses etc.	0.75
Apartments	0.75
Schools and churches	0.75
Industrial	0.75
Commercial	0.90
Heavily developed area	0.90
Paved areas	0.95

7.8 Material to be Submitted for Approval

The following information and material shall be submitted to the County when applying for stormwater drainage system approvals:

- a. Plan of the catchment area being served, complete with subdrainage areas including number of acres in each.
- b. Plan of surface grading.
- c. Plan of services – showing water mains, sewers, manholes, catch basins, diameter, lengths, slopes and types of pipes and direction of flow, as well as invert elevations of the storm water drainage system pipes and catch basin inlet grate elevations.
- d. Plan of stormwater retention areas, if any, showing design ponding area and depths complete with ponded elevations.
- e. Design calculations for stormwater drainage system and stormwater management system, if applicable. Design calculations to include:
 - i. Design rainfall frequency in years
 - ii. Design rainfall intensity
 - iii. Inlet time
 - iv. Runoff coefficients
 - v. Capacity of receiving watercourse or existing storm sewers. The receiving watercourse or existing sewer must be able to accept the anticipated design flows without causing damage to downstream properties or excessive surcharging in the sewers.
- f. Plan to indicate if roof water leaders and/or footing drains connected to storm water drainage system.
- g. Plan to indicate if improved channelization work proposed to provide an improved outlet and if outlet to be submerged at any time.

8. ROAD WORKS

8.1 Urban Areas

CLASSIFICATION OF ROAD	LOCAL	COLLECTOR	ARTERIAL
Right-of-way width (minimum)	*20 m	26 m	26 m
Roadway width (face to face of curbs)	9 m	11 m	13.4 m
Road surface course depth (hot-mix asphalt)	7.6 cm	11.4 cm	14 cm
Depth of granular base	As determined by engineering soil report **		
Maximum gradient	8.0 %	5.0 %	4.0 %
Minimum gradient	0.5 %	0.5 %	0.5 %
Maximum horizontal curb	21%	11°	7 °
Minimum sight stopping distance	90 m	107 m	122 m
Street lighting	All roads		
Curb and gutter	All roads		
Sidewalk	Collector and arterial – both sides Residential – as shown on approval plans		
Storm Sewers	All roads		
Curb and gutter corner radius	9 m minimum or as per O.P.S. Standard		

* Cul-de-sacs minimum R.O.W. and edge of pavement radii to be as per O.P.S. Standard
** Minimum of 15.24 cm Granular A and 30.48 cm Granular C.

The plan and profile submitted for each street shall show the existing centreline of the road and the proposed centreline as well as a cross-section detail for each class of road in the subdivision.

Specifications shall also be submitted for all road work contemplated and for all material to be used.

8.2 Semi-Urban Areas

CLASSIFICATION OF ROAD	LOCAL
Right-of-way width (minimum)	*20 m
Surface width	6.7 m
Surface type and thickness	7.62 cm hot-mix asphalt minimum
Depth of granular base	As determined by engineering soils report but not less than 15.24 cm Granular A and 30.48 cm Granular C.
Shoulder width	1.8 m
Road ditches	Minimum depth from crown of road to invert of ditch – 0.76 m. All ditches to be carried to a sufficient outlet.
Road crossing culverts	C.M.P. minimum 60.96 cm diameter, larger as required
Driveway entrance culverts	C.M.P. minimum 38.1 diameter, larger as required. Minimum length 9 m.
Road grade	0.5% minimum, 8.0% maximum
Maximum horizontal curve	21 °
Minimum sight stopping distance	91 m
Corner radius at intersection	9.1 m or as O.P.S. Std.

*Cul-de-sacs minimum R.O. W. and edge of pavement radii to be as per O.P.S. Std.

As the above standards are for “local” roads only, the specifications for collector and arterial roads will be determined on an individual basis should the need arise in a semi-urban area.

The plan and profile submitted for each street shall show the existing centreline of the road and the proposed centreline as well as a cross-section detail for each class of road in the subdivision.

Specifications shall also be submitted for all road work contemplated and for all material to be used.

8.3 General

All trenches constructed within the roadway width during the installation of services shall be backfilled with approved granular material.

All driveway ramps shall be paved from the roadway to the property line or to the sidewalk.

Trees are to be planted at the discretion of the Operations Division, Forestry Department

9.0 MISCELLANEOUS

The preceding serve as a general guideline only and the Owner is to be made aware that the County may require additional items to be fulfilled depending on the particular site conditions.

Site conditions may vary considerably from one location to another and these variations will dictate the particulars required for each development. For instance, traffic conditions in certain locations may dictate that a traffic study be carried out and a report submitted by a qualified traffic consultant, all at the Owner's expense or storm water drainage problems in certain locations may dictate that a storm water drainage study be carried out and a report submitted by a qualified drainage consultant at the Owner's expense.

The Owner is responsible to ensure that all standards, specifications and procedures being followed meet the most current OPSS, OPSD and the County design criteria.

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SCHEDULE F

GRADING CONTROL PLAN

Contact the Norfolk County Development Engineering Department to view the stamped approved document for details.

Environmental and Infrastructure Services Division
185 Robinson Street Suite 200, Simcoe, Ontario, N3Y 5L6
519.426.5870 extension 1700

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SCHEDULE G

MONIES TO BE PAID TO THE COUNTY BY THE OWNER

a.	Preparation of the subdivision agreement	4,902.00
b.	Removal the holding (H) from the zoning	971.00
c.	Treasury – financial administration	470.00
d.	Recirculation – engineering review	1,818.00
e.	Inspection acceptance and assumption 3% costing	2,728.95
f.	Cash-in-lieu of trees (\$570.00 per tree)	3,420.00
g.	Cash-in-lieu of parkland (5% land appraisal)	<u>13,750.00</u>

TOTAL MONIES TO BE PAID

28,059.95

PAID

28,059.95

OUTSTANDING BALANCE

\$ 0.00

Development charges for six (6) unit townhouse in the amount in effect at the time of payment will also be required.

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SCHEDULE H

TYPE, QUANTITY AND COSTS OF COUNTY SERVICES TO BE INSTALLED BY THE OWNER

PERFORMANCE SECURITIES

WILLIAM STREET TOWNHOMES
NORFOLK COUNTY - DELHI
SECURITIES AND CONSTRUCTION ESTIMATES

REVISION
DATE - PRELIMINARY FOR APPROVAL
DATE - COLLECTED AT REGISTRATION
DATE - HELD AFTER ACCEPTANCE

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST	Securities	
						10%	100%

BELOW GROUND

SANITARY SEWERS

Sanitary Sewer							
a) 125mm Diameter PDC (Property line to cleanout)	M	4	\$200	\$800		\$800	
b) 125mm Diameter PDC (To property line) incl. connection to main	M	32	\$325	\$10,400		\$10,400	
TOTAL SANITARY SEWERS				\$11,200	\$0	\$11,200	

WATERMAIN

Watervaults							
a) Curb Stop Valve	EACH	6	\$200	\$1,200		\$1,200	
25mm Copper Services	M	60	\$175	\$10,500		\$10,500	
TOTAL WATERMAIN				\$11,700	\$0	\$11,700	

STORM SEWERS

Storm Sewer							
a) 250mm Diameter	M	4	\$300	\$1,200		\$1,200	
a) 200mm Diameter	M	6	\$275	\$1,650		\$1,650	
b) 150mm Diameter	M	2	\$250	\$500		\$500	
c) 150mm Diameter (Sideyard)	M	38	\$150	\$5,700	\$570		
d) 100mm Subdrain Connection to CB	M	6	\$75	\$450	\$45		
TOTAL BELOW STORM SEWER				\$9,500	\$615	\$3,350	
				\$32,400	\$615	\$26,250	

ABOVE GROUND

STORM SEWERS

Catchbasin	EA	1	\$1,500	\$1,500		\$1,500	
Landscape Catchbasin	EA	1	\$1,500	\$1,500	\$150		
Relocate Catchbasin	EA	1	\$1,500	\$1,500		\$1,500	
TOTAL ABOVE STORM SEWER				\$4,500	\$150	\$3,000	

ROAD CONSTRUCTION

Excavating and Grading	LS	1	\$5,000	\$5,000		\$5,000	
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ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST	Securities	
						10%	100%
	Granular 'A' (Road)	Tonne	144	\$40	\$5,760		\$5,760
	Granular 'B'	Tonne	270	\$35	\$9,450		\$9,450
	OPSD 600.100 Curb	M	40	\$65	\$2,600		\$2,600
	Modified OPSD 600.110 Curb Retaining Wall	M	15	\$300	\$4,500		\$4,500
	HL8 Base Asphalt (Road)	Tonne	44	\$120	\$5,280		\$5,280
TOTAL ROAD CONSTRUCTION					\$32,590	\$0	\$32,590
					\$37,090	\$150	\$35,590

FINISHING WORKS

	HL3 Surface Asphalt (Road)	Tonne	37	\$100	\$3,700		\$3,700
	150mm Topsoil & Seeding (Boulevard Restoration)	M²	85	\$8	\$680		\$680
	Lot Grading Deposits	LS	1	\$9,000	\$9,000		\$9,000
	As Constructed Drawings	LS	1	\$3,500	\$3,500		\$3,500
					\$16,880	\$0	\$16,880

LANDSCAPING AND ON SITE WORKS

	150mm Topsoil & Seeding	M²	625	\$8	\$5,000		\$5,000
	1.2m Black Vinyl Chain Link Fence	M	108	\$60	\$6,480		\$6,480
					\$11,480		\$11,480

SUMMARY

BELOW GROUND					\$32,400	\$615	\$26,250
ABOVE GROUND					\$37,090	\$150	\$35,590
FINISHING WORKS					\$16,880	\$0	\$16,880
LANDSCAPING AND ON SITE WORKS					\$11,480		\$11,480

TOTAL SECURITIES REQUIRED AT REGISTRATION						\$90,965	
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SCHEDULE I

STANDARD FORM LETTER OF CREDIT

Standard Form Letter of Credit to be supplied by the Owner to Norfolk County

BANK LETTERHEAD

Letter of Credit No. _____
Total Amount: _____
Date: _____
Branch: _____

TO: NORFOLK COUNTY – FINANCIAL SERVICES
50 Colborne Street South, Simcoe ON N3Y 4H3

IRREVOCABLE STANDBY LETTER OF CREDIT

We hereby authorize you to draw on _____, _____, for account of our customer, _____ up to an aggregate amount of _____ dollars (\$ _____) available on demand as follows:

Pursuant to the request of our customer, the said _____, we, the _____ hereby establish and give to you this Irrevocable Standby Letter of Credit in your favour in the total amount of _____ dollars (\$ _____) which may be drawn on by you at any time, from time to time, upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the _____, _____ at such time as a written demand for payment is made upon us, a certificate signed by your Treasurer or Deputy Treasurer, Clerk or Deputy Clerk or GM EIS agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to ensure that any outstanding obligations of our said customer to you are performed.

It is understood and agreed that the obligation of the undersigned, under this Letter of Credit, is an obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform, or cause to perform, any of our customer’s actual obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us by you from time to time.

This Letter of Credit will continue up to _____ and will expire at the close of business on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be renewed.

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

Partial drawings are permitted.

Drawings must be presented and negotiated not later than the close of business on the expiry date or renewal expiry date hereunder as the case may be.

The drawings under this Letter of Credit are to be endorsed hereon and shall state on their face that they are drawn under the _____.

Letter of Credit No. _____, Dated _____



SCHEDULE J

LOT GRADING CERTIFICATE

TO _____

The Corporation of Norfolk County hereby certifies that the Grading Control Plan referred to in Paragraph 3.11 (c) of the Agreement dated the _____ day of _____, 20____ and registered as Instrument No. _____ in the Norfolk Registry Office No. 37 as is related to Lot No. _____, Plan No. _____ as registered in the said Registry Office has been complied with.

Dated at _____ this _____ day of _____, 20____.

THE CORPORATION OF NORFOLK COUNTY

Per GM EIS

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SCHEDULE K

HYDRO ONE APPROVED DESIGN

Contact the Norfolk County Development Engineering Department to view the utilities draft approved document for details. Final details are available through Hydro One.

Environmental and Infrastructure Services Division
185 Robinson Street Suite 200, Simcoe, Ontario, N3Y 5L6
519.426.5870 extension 1700

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SCHEDULE L

STREET TREE PLANTING PLAN

Not applicable to this development.

Annette Helmig

From: Darnell Lambert
Sent: Wednesday, April 3, 2024 9:55 AM
To: Annette Helmig; Mohammad Alam; Stephen Gradish
Subject: RE: AGNPL2022252 William Street, Delhi Agreement for Registration

Annette:

I believe you still need capacity assignments for this development. They would be:

- 1) Sanitary of 2.18m³/day to the Delhi Wastewater Treatment Plant
- 2) Water of 6.353 m³/day from the Delhi Water Treatment Plant.

Will need to formalize this later at some point. Let me know if you need anything further.

Darnell

Darnell Lambert, C.E.T.

Director, Engineering
Engineering
185 Robinson St.
Suite 200, Simcoe, Ontario, N3Y 5L6
519-426-5870 x1094



Providing valued public services that are responsive to our community's needs

From: Annette Helmig <Annette.Helmig@norfolkcounty.ca>
Sent: Tuesday, April 2, 2024 2:29 PM
To: Mohammad Alam <Mohammad.Alam@norfolkcounty.ca>; Darnell Lambert <Darnell.Lambert@norfolkcounty.ca>; Stephen Gradish <Stephen.Gradish@norfolkcounty.ca>
Subject: RE: AGNPL2022252 William Street, Delhi Agreement for Registration

I am really hoping for your replies asap.
Please and thank you.

Annette Helmig, Dipl.M.A., AMP, CMMIII

Agreement and Development Coordinator
Planning
Community Development Division
185 Robinson Street, Suite 200, Simcoe, Ontario, Canada, N3Y 5L6
519-426-5870 x8053 | 226-NORFOLK



Providing valued public services that are responsive to our community's needs

From: Annette Helmig <Annette.Helmig@norfolkcounty.ca>

Sent: Monday, March 25, 2024 8:58 AM

To: Mohammad Alam <Mohammad.Alam@norfolkcounty.ca>; Darnell Lambert <Darnell.Lambert@norfolkcounty.ca>; Stephen Gradish <Stephen.Gradish@norfolkcounty.ca>

Subject: FW: AGNPL2022252 William Street, Delhi Agreement for Registration

Hello Mohammad – Please find the updated surveyors letter for your review and acceptance.
Hi Darnell – I will require your acceptance regarding conditions for capacity. How will you be sending? I am happy with an email but wondered if you wanted to implement a formal clearance memo?
Bonjour Stephen – Hoping you can send along the stamped plans. Wondering if you send these to the engineer as well?
Thanks.

Annette Helmig, Dipl.M.A., AMP, CMMIII

Agreement and Development Coordinator

Planning

Community Development Division

185 Robinson Street, Suite 200, Simcoe, Ontario, Canada, N3Y 5L6

519-426-5870 x. 8053 | 226-NORFOLK



Providing valued public services that are responsive to our community's needs

From: Kim Husted <kimhusted@bellnet.ca>

Sent: Monday, March 25, 2024 8:39 AM

To: Annette Helmig <Annette.Helmig@norfolkcounty.ca>; Sandy <dehooghe@kwic.com>; 'Mary Elder' <elderplans2018@gmail.com>

Cc: 'Nathan | Everest Estate Homes' <nathan@everestestatehomes.com>; jgood@hkglawyers.com; Andrew Vranckx <avranckx@cjd leng.com>

Subject: Re: AGNPL2022252 William Street, Delhi Agreement for Registration

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Annette:

As requested.

Kim

On 2024-03-22 4:34 p.m., Annette Helmig wrote:

Good afternoon

I have met with County staff to review your draft plan conditions clearance submission. We ask for one change to the surveyors letter dated Mar11.24 to support the clearance of condition 29. Can the second sentence be reworded to state:

The proposed Lots 1 to 6, are in compliance with the R4 zone and all other related provisions of Zoning By-Law 1-Z-2014 and Zoning By-Law 7-Z-2022.

I look forward to receiving the signed agreements and updated letter.

All the best.

Annette Helmig, Dipl.M.A., AMP, CMMIII

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Providing valued public services that are responsive to our community's needs

From: Annette Helmig <Annette.Helmig@norfolkcounty.ca>

Sent: Tuesday, March 19, 2024 3:29 PM

To: Sandy <dehooghe@kwic.com>; 'Mary Elder' <elderplans2018@gmail.com>; Andrew Vranckx <avranckx@cjd leng.com>; jgood@hkglawyers.com

Cc: 'Nathan | Everest Estate Homes' <nathan@everestestatehomes.com>; Kim Husted (Husted Surveying) <kimhusted@bellnet.ca>

Subject: RE: AGNPL2022252 William Street, Delhi Agreement for Registration

Good afternoon

To speak to outstanding questions, I can confirm that all financial aspects for this development have been addressed for the agreement.

We are in happy to accept the draft Mutual Drain agreement to clear the draft plan condition with the agreement that the Mutual Drain agreement will be registered on title after the Plan of Subdivision.

I have not seen the drawing to add to the special requirement section so please note that prior to registration I will be adding and sending an updated version of the agreement. I believe I captured all the cross references (noting we removed sidewalks as well). If in agreement, please sign the subdivision agreement and acknowledgement and direction (this document provide the County with permission to register the agreement electronically on title on the owners behalf).

As well, I have attached a Document Registration Agreement for your lawyers review and if acceptable their signature.

I look forward to their return.

The meeting to discuss the draft plan condition clearance is set for Friday afternoon and I will be in touch shortly after.

Thank you.

Annette Helmig, Dipl.M.A., AMP, CMMIII

Agreement and Development Coordinator

Planning
Community Development Division
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Providing valued public services that are responsive to our community's needs

From: Nathan | Everest Estate Homes <nathan@everestestatehomes.com>
Sent: Monday, March 18, 2024 9:19 PM
To: Annette Helmig <Annette.Helmig@norfolkcounty.ca>; 'Mary Elder' <elderplans2018@gmail.com>
Cc: Sandy <dehooghe@kwic.com>; Andrew Vranckx <avranckx@cjd leng.com>
Subject: RE: ANGPL2022252 - William Street, Delhi

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Thank you Annette!

Looking forward to hearing back from you,

We are very excited to see this project registered.



Nathan Kok
Everest Estate Homes Inc.
Box 8
Otterville, ON N0J 1R0
nathan@everestestatehomes.com
519-788-8599

From: Annette Helmig <Annette.Helmig@norfolkcounty.ca>
Sent: Monday, March 18, 2024 4:21 PM
To: 'Mary Elder' <elderplans2018@gmail.com>
Cc: Nathan | Everest Estate Homes <nathan@everestestatehomes.com>; Sandy <dehooghe@kwic.com>; Andrew Vranckx <avranckx@cjd leng.com>
Subject: RE: ANGPL2022252 - William Street, Delhi

Thanks so much Mary

There is no need to upload through the portal as well as email.

I will arrange a meeting with our director of development engineering and the planner supervisor to review the submission and we will provide our comments back shortly.

Hello Andrew

I apologize for not getting back to from your email of Feb29.24 and Mar12.24 I have drafted a response and if there are no other emergencies will respond tomorrow

Thank you.

Annette Helmig, Dipl.M.A., AMP, CMMIII

Agreement and Development Coordinator

Planning

Community Development Division

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Providing valued public services that are responsive to our community's needs

From: Mary Elder <elderplans2018@gmail.com>

Sent: Friday, March 15, 2024 4:49 PM

To: Annette Helmig <Annette.Helmig@norfolkcounty.ca>

Cc: Nathan Kok <nathan@everestestatehomes.com>; Sandy <dehooghe@kwic.com>; Andrew Vranckx <avranckx@cjd leng.com>

Subject: ANGPL2022252 - William Street, Delhi

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As I worked on attaching the files to support the conditions, I found some repeat files that I had to sort out and attach the correct file. This resulted in some changes to names of the 'attached' files. Please use this final version of the matrix.

Thank you.

Mary Elder MCIP RPP

Elder Plans Inc.

519-429-4933

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Norfolk County
185 Robinson Street
Suite 100
Simcoe ON N3Y 5L6

RECEIPT OF PAYMENT

Page 1

DEHOOGHE SANDRA MARIE
802 JAMES ST
DELHI, ON N4B 2E1

Receipt Number: 274468

Tax Number:

Date: January 30, 2024

Initials: OD

Type	Account / Ref. #	Description	Quantity	Amount Paid
General	DSCA	PD Subdiv/Condo Agree-AGNPL2022252	1	\$4,902.00
General	DLOC	PD Cash In Lieu Park-AGNPL2022252	1	\$13,750.00
General	CRMTC	CES Forestry Res Mgmt--AGNPL2022252	1	\$3,420.00
General	FFADM	Financial AdmiN Fee-AGNPL2022252	1	\$470.00
General	DSUBM	PD Subdivision/Condo Re-sub-AGNPL2022252	1	\$1,818.00
General	DZART	PD Zoning AmenD Rem&Temp-AGNPL2022252	1	\$971.00

Cheque Number: 3955 0739 5 27-43345 + 7624

Subtotal: \$25,331.00

Taxes: \$0.00

Total Receipt: \$25,331.00

Cheque: \$24,772.00

Cheque: \$559.00

Total Amount Received: \$25,331.00

Rounding: \$0.00

Amount Returned: \$0.00