

**THE CORPORATION OF THE TOWN
OF WASAGA BEACH**

BY-LAW NO. 2010- 115

**A BY-LAW TO DESIGNATE SITE PLAN CONTROL AREAS WITHIN
THE TOWN OF WASAGA BEACH AND TO DELEGATE COUNCIL'S
POWER OF APPROVAL OF SITE PLAN AGREEMENTS**

WHEREAS Section 41(2) of the *Planning Act*, R.S.O. 1990, Chapter c.P. 13, provides that where an Official Plan is in effect in a municipality, the Council of the Municipality may by by-law designate the whole or any part of the area covered by the Official Plan as a site plan control area;

AND WHEREAS there is an Official Plan in effect in the Town of Wasaga Beach and the Official Plan identifies the total area of the Town of Wasaga Beach as a site plan control area;

AND WHEREAS Section 41(13) of the *Planning Act*, R.S.O. 1990, Chapter c.P. 13, provides that a Council may by by-law delegate any of the Council's power of authority under this section to an appointed officer of the municipality;

AND WHEREAS Sections 41(7) and 41(8) and 41(10) of the *Planning Act*. R.S.O. 1990, Chapter c.P. 13 provides for agreements to be entered into and registered against the land to which it applies;

AND WHEREAS Section 67 of the *Planning Act*. R.S.O. 1990, Chapter c.P. 13 provides for penalties to any person or corporation who contravenes Section 41 of that Act;

AND WHEREAS the Council of the Corporation of the Town of Wasaga Beach deems it advisable to designate the whole of the Town of Wasaga Beach as a Site Plan Control Area and to delegate Council's power of authority to regulate site plan approval;

NOW THEREFORE the Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

PART I INTERPRETATION

1. In this by-law:

- a) "Council" means the Council of The Corporation of the Town of Wasaga Beach.
- b) "Development" means development as defined within Section 41 of the *Planning Act*.
- c) "Manager" means the Manager of Planning and Development of The Corporation of the Town of Wasaga Beach.
- d) "minor alteration" means new development on a property which supports existing development, where a site plan control agreement has not been registered on the property, where such new development does not affect the footprint of existing buildings or structures, or does not significantly affect traffic entrances, vehicular and traffic movements, parking lot layouts, landscaping, storm water management or servicing and grading plans.
- e) *Planning Act* means the Ontario Planning Act, **R.S.O.** 1990, c.P.13, as amended from time to time.
- f) "Senior Planner" means the Senior Planner of The Corporation of the Town of Wasaga Beach.
- g) "Site plan application" means an application for approval of plans and drawings for a development under Section 41 of the *Planning Act*.
- h) "Site plan application - Major Campground" means development of any mixture of three or more of modular home, mobile home, motor home, rental cabin, house trailer, park model trailer, tent trailer, tent or, campsites, on lands zoned for commercial use.
- i) "Site plan application - Major" means new development of vacant lands, or any development not defined as being 'Minor', 'Revision' or 'Minor Revision' site plan applications.

- j) "Site Plan application - Major Residential" means new development consisting of multiple residential units which may include but is not limited to:
1. Development in the form of 3 or more multi-unit residential dwellings such as townhouse and apartment dwellings;
 11. Development of 3 or more of modular home, mobile home, house trailer, park model trailer, single detached dwelling, semi-detached or, townhouse dwellings; and,
 111. Development in the form of vacant land condominium.
- k) "Site plan application - Minor" means development which is small in scale on a serviced lot and will generally have a minor impact on the environment, infrastructure, traffic patterns or, nearby uses. Such development may include:
1. Is anticipated to have minimal additional traffic, noise, or drainage impacts;
 11. Proposes only a change in use to, or within, an existing building;
 111. Proposes a building addition or an accessory structure with an increase in gross floor area which is generally less than 25% of the existing gross floor area of the main permitted building(s);
 - 1v. Is zoned the Floodplain Hazard (FH) zone;
 - v. Proposes a sales pavilion for the purpose of marketing a development proposal;
 - v1. Does not require a planning approval from the County of Simcoe or any Provincial Ministry or the Nottawasaga Valley Conservation Authority;
 - v11. Does not require significant new off-site infrastructure; or,
 - v111. Residential infill greater than 2 dwelling units and not within a registered plan of subdivision.
- l) "Site plan application - Revision" means a change to approved site plans or a significant change to site plans nearing site plan approval. A significant change on site plans which are nearing site plan approval may include, but is not limited to, the addition of

new buildings or uses, or a change to the design and layout of the development which would require the plans and drawings to be subject to a renewed level of review and scrutiny by the Town.

- m) "Site plan application - Minor Revision" means a change to approved site plans which does not affect the footprint of buildings or structures, or does not significantly affect traffic entrances, vehicular and traffic movements, parking lot layouts, landscaping, storm water management or servicing and grading plans.
- n) "Draft Approval" means a stage of site plan approval where the plans and drawings submitted in support of any "Site Plan Application" are deemed by the Manager, or the Senior Planner, as the case may be, to be acceptable for Building Permit review.
- o) "Town" means The Corporation of the Town of Wasaga Beach.

PART II DESIGNATION OF A SITE PLAN CONTROL AREA

- 2. THAT the whole of the Town of Wasaga Beach is hereby designated as a Site Plan Control Area pursuant to Section 41 of the *Planning Act*.
- 3. THAT all Land Uses described within any Town of Wasaga Beach By-Law passed under Section 34 of the *Planning Act* are subject to Site Plan Approval;
- 4. THAT notwithstanding Sections 2 and 3 of this By-law, site plan approval shall not be required for:
 - a) Development of buildings and structures used for agricultural purposes;
 - b) Development in the form of a temporary structure used as a construction trailer or model home provided the temporary structure is located on the lands associated with the temporary use;
 - c) Development of single detached dwellings on existing lots of record or on lots created by Sections 51 or 52 of the *Planning Act*;
 - d) Development of semi-detached dwellings on lots created under Sections 51 or 52 of the *Planning Act*;

- e) Development of lands which enjoy exemption to Part Lot Control pursuant to Section 50 of the Planning Act, at the discretion of the Manager of Planning.
- f) The placement of a portable classroom on a school site of a district school board if the school was in existence on January 1, 2007;
- g) Minor alterations to existing development where a site plan agreement has not been registered on the property; or,
- h) Where Council of the Town of Wasaga Beach, through a motion, has determined that a development proposal is exempt from site plan approval.

PART III DELEGATION OF POWER OF AUTHORITY

- 5. THAT Council's powers of authority for approval of site plan applications under Section 41 of the *Planning Act* are hereby delegated to the Manager for all site plan applications as defined within Part 1.
- 6. Notwithstanding item 1 .k) within Part 1 above, where development is proposed on lands which are zoned Floodplain Hazard (FH), the Manager has the discretion to either waive the requirement for Site Plan Application or require the proposal be subject to a "Major" application for site plan.
- 7. THAT Council's powers of authority for approval of Minor, Revision and Minor Revision site plan applications are hereby delegated to the Senior Planner.
- 8. THAT, notwithstanding Part III, Sections 5, 6 and 7, nothing in this By-law shall restrict the authority of Council to approve site plan applications.

PARTIV ADMINISTRATION

- 9. THAT in the event that works described within an approved site plan have not commenced within a period of three (3) years from the date of issuance of draft site plan approval, the Manager, after having formally notified the owner by mail, may deem the approved site plan to have expired.
- 10. THAT where an application for site plan approval is not approved after a period of three (3) years from the date of receipt of a complete application, the Manager may deem the application to be closed.

11. THAT where the Town holds securities as a condition of site plan approval, the Manager shall, upon request from the owner or agent for the owner, be authorized to grant partial releases of security amounts from the securities being held against the works stated within the site plan approval, provided the works have been completed to the satisfaction of the Town.
12. THAT the Manager may, at his or her discretion, grant "Draft Approval" of a site plan application.
13. THAT the Chief Building Official for the Town of Wasaga Beach, or his or her designate, shall have regard for the owner's compliance with the terms of any Site Plan Control Agreement or Development Agreement entered into between an owner and the Town of Wasaga Beach, pursuant to this By-Law.

PART V - SITE PLAN CONTROL AGREEMENTS

14. That the Standard Form of Site Plan Control Agreement attached hereto as Schedule "A" is approved as the Town of Wasaga Beach Standard Form of Site Plan Control Agreement.
15. That this Standard Form of Site Plan Control Agreement shall be used as the basis for all future Site Plan Control Agreements from the date of passage of this by-law.
16. That the Manager, at his or her discretion, is hereby authorized to make such minor alterations as necessary to the Standard Form of Site Plan Control Agreement attached hereto as Schedule "A."
17. That Development Committee is hereby delegated the authority of Council to make any major alteration as necessary to the Standard Form of Site Plan Control Agreement attached hereto as Schedule "A."

PART VI-CONDITIONS OF APPROVAL

18. That the list of standard conditions of approval attached hereto as Schedule "B" shall be approved as the standard conditions of approval which may be appended as a schedule for any site plan control agreement pursuant to Section 41 (7) of the *Planning Act*, **R.S.O.** 1990, Chapter c.P. 13.

19. That the Manager, at his or her discretion, is hereby authorized to make such minor alterations, as necessary, to the Standard List of Conditions of Approval, attached hereto as Schedule "B."
20. That Development Committee is hereby delegated the authority of Council to make any major alterations to the Standard List of Conditions of Approval attached hereto as Schedule "B."
21. The applicant shall have the right to refer any requirement, including the terms of any agreement to the Development Committee of the Town of Wasaga Beach for resolution. Nothing in this paragraph shall affect the rights of the applicant to appeal to the Ontario Municipal Board pursuant to Section 41 (12) of the *Planning Act*, **R.S.O.** 1990, Chapter c.P.13.

PART VII - FEES AND SECURITIES

22. That any application for site plan approval submitted to the Town will be subject to a Standard Fees that may be associated with the development proposal as per the approved composite list of fees and charges approved by Council from time to time.
23. That any application for site plan approval approved by the Town will be subject to charges and securities as outlined within Schedule "C" attached hereto.
24. That Development Committee is hereby delegated the authority of Council to make such alterations as necessary to the List of Standard Charges and Securities attached hereto as Schedule "C."
25. The applicant shall have the right to refer any financial condition proposed to be inserted into a site plan control agreement to the Development Committee of the Town of Wasaga Beach for resolution. Nothing in this paragraph shall affect the rights of the applicant to appeal to the Ontario Municipal Board pursuant to Section 41(12) of the *Planning Act*, **R.S.O.** 1990, Chapter c.P.13.

PART VIII - PENALTIES

26. Any person or corporation convicted of a breach of any provisions of this By-Law shall be liable to a penalty pursuant to the authority and conditions of the *Planning Act*, **R.S.O.** 1990, Chapter c.P. 13, as amended.

THAT By-Law No. 83-31 of the Corporation of the Town of Wasaga Beach is hereby repealed.

THAT this By-Law shall come into force and take effect on the date of its final passmg.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF DECEMBER, 2010.



Cal Patterson, Mayor

Twyla nicholson, Clerk

Schedule "A"
To
Town of Wasaga Beach By-Law No. 2010-115

"Standard Form of Site Plan Control Agreement"

"STANDARD FORM OF SITE PLAN AGREEMENT"

THE CORPORATION OF THE TOWN OF WASAGA BEACH

SITE PLAN CONTROL AGREEMENT

(insert here - name of development and/or developer)

THIS AGREEMENT made in quadruplicate this ____ day of ____, 20__.

BETWEEN:

THE CORPORATION OF THE

TOWN OF WASAGA BEACH

(Hereinafter called the "Town")

OF THE FIRST PART

-AND-

(insert name of owner)

(Hereinafter called the "Owner")

OF THE SECOND PART

-AND-

(insert name of mortgagee - if applicable)

(Hereinafter called the "Mortgagee")

OF THE THIRD PART

WHEREAS the Owner intends to develop property as described on Schedule "_" to this Agreement and commonly known as _____; Wasaga Beach and, hereinafter referred to as the "**subject lands**";

AND WHEREAS the Town has enacted By-law No. ____ stipulating that a development agreement be entered into prior to the issuance of a building permit for the development of the subject lands;

NOW THEREFORE the parties hereto agree as follows:

1. COVENANT BY OWNER

The Owner covenants and agrees as follows:

- (a) The Owner owns the subject lands.
- (b) This Agreement shall be registered against the title to the subject lands and shall take priority over any subsequent registrations against the title to the subject lands.
- (c) There were no liens or encumbrances against the lands, registered or unregistered (subject to change if liens or encumbrances exist).
- (d) No work shall be performed on the subject lands nor, any use made of the subject lands with respect to the proposed uses, except in conformity with all of the provisions of this Agreement.
- (e) In the event any "Accepted for Construction" plan referred to in Schedule "B" attached hereto, is subsequently amended, such plans when approved by the Town or, approved as amended by the Town, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.
- (f) The Owner shall obtain all necessary permits and approvals from the Town, including but not limited to a Road Occupancy Permit if required by the Town, and all necessary permits and approvals from all appropriate Ministries and governmental agencies.
- (g) The Owner shall, prior to the execution of this Agreement, have paid all outstanding municipal taxes, municipal accounts, local improvement charges, special area rates, parkland dedication fees and drainage charges, if any, in respect of the subject lands.
- (h) The Owner will pay such reasonable fees as may be invoiced to the Town by its Solicitor, Engineer and/or Consulting Planner for any work to be performed in connection with the preparation of this Agreement, or subsequent work as a result of non-compliance with this Agreement. The Owner acknowledges and agrees that he will be responsible for the cost of performance of all of their obligations hereunder unless the context otherwise requires.
- (i) In the event of any objections being filed to the subject development herein which requires the Town to investigate, respond to, refer for a hearing before the Ontario Municipal Board or any other government agency, or in the event of any Court applications to which the Town is involved, the Owner agrees to pay to the Town the cost of the Town's administrative staff, solicitor, planner, engineer and/or other experts or technical advisors or personnel as may be reasonably required by the Town.

- U) The Owner agrees that the development shall be constructed in accordance with the Schedules to this Agreement. Any further works shall be subject to the provisions of The Planning Act as they relate to site plan control.

- (k) The Owner agrees that all obligations entered into under this Agreement shall be completed prior to the occupancy of any of the structures shown on the site plan unless otherwise stipulated herein.

- (l) The Owner agrees to engage engineers registered with the Association of Professional Engineers of Ontario, Architects registered with the Ontario Association of Architects and Planners registered with the Canadian Institute of Planners, as required, to:
 - i. Provide the field layout, contract administration and supervision of site plan construction;
 - ii. Act as the Owner's representative in all matters pertaining to the site plan construction;
 - iii. Prepare necessary contracts and provide full time inspection of site servicing works;
 - iv. Maintain all records of construction and upon completion, to advise the Town engineer of all construction changes and to prepare final 'record' drawings. The 'record' drawings shall be submitted to the Town prior to the issuance of the Certificate of Substantial Completion;
 - v. Coordinate pre-construction and site meetings that may be required from time to time and as stipulated by the Town; and,
 - vi. To certify, in writing, that the works have been constructed in accordance with the plans, reports and specifications, as approved by the Town and all other agencies.

- (m) The Owner agrees to carry out or cause to carry out the recommendations and measures contained within the approved engineering reports and drawings to the satisfaction of the Town.

- (n) The Owner agrees to provide certification prepared by a registered professional engineer that the final constructed works conform to the accepted design to the satisfaction of the Town.

- (o) The Owner agrees to ensure that erosion and sediment control measures are in place prior to any site alteration or development of the site.

- (p) The Owner agrees that any storm water management facilities will be in place prior to occupation of any buildings or structures, to the satisfaction of the Town.

- (q) It is the responsibility of the Owner and the Owner's representative to implement, monitor and maintain all erosion/sedimentation control structures and practices until vegetative cover has been successfully established.

- (r) It is the responsibility of the Owner and the Owner's representatives to carry out or cause to carry out the conditions of approval as noted in the Nottawasaga Valley Conservation Authority Permit.
- (s) The Owner agrees to provide a postponement of any mortgages on title in favor of this agreement.
- (t) The Owner agrees to enter into any necessary complimentary Agreement to this Agreement as required as part of Site Plan Approval.

2. SCHEDULES

The following schedules form part of and shall be deemed to be included in this Agreement:

- (a) SCHEDULE "A" Legal description of the subject lands;
- (b) SCHEDULE "B" Description of approved Plans;
- (c) SCHEDULE "C" Estimate of costs and summary of required securities;
- (d) SCHEDULE "D" Site Specific Conditions of Approval
- (e) SCHEDULE "E" Site Servicing Maintenance Manual;
- (f) SCHEDULE "F" Lands and Easements to be dedicated to the Town of Wasaga Beach; and,
- (g) (additional schedules as required)

3. ORDER OF PROCEDURE

(a) ENTERING INTO A DEVELOPMENT AGREEMENT

Prior to entering into the development Agreement the Owner agrees to provide or obtain the following;

- (i) To obtain the approval of the Town regarding the estimated cost of all internal and external securities;
- (ii) To receive acceptance from the Town of "Accepted for Construction" drawings for all internal and external works;
- (iii) To provide the necessary Operation and Maintenance Manual for all site infrastructure; and,
- (iv) Pay all fees and charges related to this Agreement and pay all property taxes owing on the property described within Schedule "A" to this Agreement.

(b) SITE ALTERATION

Prior to any site alteration other than the works necessary to prepare for the construction of the model home site, the Owner agrees to the following;

- (i) The development Agreement has been executed by the Owner;
- (ii) "Accepted for Construction" drawings and cost estimate for the external works has been approved by the Town;
- (iii) The necessary Operation and Maintenance Manual for all Site infrastructure is accepted by the Town;
- (iv) That tree hoarding measures are in place, to the satisfaction of the Town; and,
- (v) That all erosion and sediment control measures are in place.

(c) BUILDING PERMIT APPLICATIONS - TIMING OF SUBMISSIONS

The Owner covenants and agrees not to apply for building permits, until:

- (i) The appropriate zoning is in place and the Hold(H) symbol has been lifted from the land subject to the building permit application;
- (ii) The necessary blanket easement(s) have been dedicated to the Town providing for Emergency Access to the Sewage Collection System, Storm Drainage Collection System and Water Distribution System;

(d) BUILDING PERMIT APPLICATIONS - SUBMISSION REQUIREMENTS

The Owner agrees that, unless otherwise directed by the Town, any and all applications for building permit submitted to the Town shall be complimented with supporting and or pertinent permits or approvals from the Town including but not limited to Road Occupancy Permit, and, any and all necessary permits and approvals from Ministries or Government Agencies.

(e) ISSUANCE OF BUILDING PERMITS

Prior to the issuance of building permits, the Owner agrees to the following;

- (i) The development Agreement is to be executed by all parties and registered on title and the necessary securities for the internal and external works are posted with the Town;
- (ii) On site operational sanitary sewer, storm sewer and water service are provided throughout the subject land to the satisfaction of the Town;
- (iii) To pay all water and sanitary sewer system connection fees to the Town;
- (iv) To complete the construction of the stormwater facilities to the satisfaction of the Town;
- (v) To pay the necessary development charges to the Town;
- (vi) An Owner's Engineer's Certificate of Completion (Basic Services) has been issued by the Owner's Engineer, certifying in writing that the Basic Services for the Private Works were constructed in accordance with the plans, reports and specifications as set out in this Agreement and that certificate has been reviewed and accepted by the Municipal Engineer; and,

- (vii) A Municipal Engineer's Certificate of Completion (Basic Services) has been issued by the Municipal Engineer, certifying in writing that the Basic Services for the Municipal Works were constructed in accordance with the plans, reports and specifications as set out in this Agreement.

00 OCCUPANCY

The Owner agrees that no building/dwelling unit on the subject lands shall be occupied until;

- (i) The Owner's Engineer has issued a Certificate of Completion (Full Services) certifying in writing that the private works were constructed in accordance with the plans, reports and specifications as set out in this Agreement and the Certificate of Completion has been reviewed and accepted by the Municipal Engineer;
- (ii) A Municipal Engineer's Certificate of Completion (Full Services) has been issued by the Municipal Engineer, certifying in writing that the municipal works were constructed in accordance with the plans, reports and specifications as set out in this Agreement;
- (iii) A Certificate of Occupancy has been issued by a Building Official and until the work for which the Building Permit was issued has been completed in accordance with the requirements of the Ontario Building Code;
- (iv) The servicing is installed and tested to the satisfaction of the Town,
- (v) Verification has been provided that the building is constructed and the final grading of the development is in conformity with the overall grading plan for building elevations or such variance has been approved by the Town;
- (vi) The sodding and landscaping has been completed for the building where occupancy of a unit is being requested. Should occupancy be requested between October 15 and May 15, the sodding and landscaping provision will be waived until the following June 15, at which point the sodding and landscaping must be completed;
- (vii) All directional, regulatory and street signage is installed;
- (viii) Hydro-electric distribution and transformation system, telephone service and gas services have been installed to the satisfaction of the Town;
- (ix) All roads and parking lots have received a base course of asphalt complete with concrete curbing or precast curbing and line painting as specified in Schedule "B"; and,
- (x) The connection and inspection of the external sanitary services have been provided to the subject land to the satisfaction of the Town of Wasaga Beach, at the expense of the Owner.

(g) DRAFT PLAN OF CONDOMINIUM

The Owner covenants and agrees not to apply for Draft Plan of Condominium approval or an Exemption from Draft Plan of Condominium approval until:

- (i) All internal and external water and sanitary services are constructed and operational, to the satisfaction of the Town; and,

The Owner further agrees that the prior to registration of the Plan of Condominium to:

- (ii) Pay the Parkland dedication contribution to the Town.

(h) DEFINITIONS

- (i) The words "**Basic Services**" where used in this Agreement, shall include sanitary sewage collection systems, watermain distribution system, storm sewer collection system, stormwater management system, fire hydrants, together with concrete curb and gutter and base course asphalt road surface.
- (ii) The words "**Full Services**" where used in this Agreement, shall include all works as described in Schedule 'B' and as described on the approved design drawings, "Accepted for Construction".
- (iii) The words, "**Works**" where used in this Agreement, refers to sewer and water services, storm water services and/or facility, fire hydrants, streetlights, individual sewer and water services to each unit, directional and regulatory signage, concrete curb and gutter, concrete sidewalk and asphalt road surface, walkways, fencing and landscaping.
- (iv) The words, "**Municipal Works**" where used in this agreement refers to municipal services located within and beyond the limits of the plan, as may be required to be provided by the owner pursuant to the requirements of this Agreement. All other structures are to be considered "Private Works".
- (v) The words, "**Private Works**" where used in this Agreement refers to services located within the limits of the plan to be owned and maintained by a condominium corporation or corporation other than the Municipality and as may be required to be provided by the Owner pursuant to the requirements of this Agreement. This includes fire hydrants, streetlights, individual sewer and water services to the individual lots, storm water management facility, walkways, and landscaping.
- (vi) The words, "**Owner's Engineer**", where used in this Agreement shall mean the consulting engineer working of behalf of the Owner.
- (vii) The words "**Owner's Engineer's Certificate of Completion (Basic Services)**", where used in this Agreement, shall describe the document to be issued by the Owner's Engineer, upon completion of the private works including sanitary sewage collection systems, watermain distribution system, storm sewer collection system, hydro-electric distribution and transformation system, telephone service, gas service, together with concrete curb and gutter and base course asphalt road surface, certifying in writing that the Basic Services were constructed in accordance with the plans, reports and specifications as set out in this Agreement and prior to the issuance of

building permits and that certificate and associated works as described above, have been reviewed and accepted by the Municipal Engineer.

- (viii) The words "**Owner's Engineer's Certificate of Completion (Full Services)**" where used in this Agreement, shall describe the document to be issued by the Owner's Engineer, upon completion of the private works and to initiate the commencement of the Maintenance Period for the private works; certifying in writing that the works in the development were constructed in accordance with the plans, reports and specifications as set out in this Agreement and that certificate and associated works as described above, have been reviewed and accepted by the Municipal Engineer.
- (ix) The words "**Maintenance Period for Private Works**" where used in this Agreement, shall be a period of one year commencing upon the Municipal Engineer's review and acceptance of the "Owner's Engineer's Certificate of Completion (Full Services)".
- (x) The words, "**Municipal Engineer**", where used in this Agreement shall mean the consulting engineer working of behalf of The Corporation of the Town of Wasaga Beach.
- (xi) The words "**Municipal Engineer's Certificate of Substantial Completion (Basic Services)**", where used in this Agreement, shall describe the document to be issued by the Municipal Engineer upon completion of municipal works including sanitary sewage collection systems, watermain distribution system, storm sewer collection system, hydro-electric distribution and transformation system, telephone service, gas service, together with concrete curb and gutter and base course asphalt road surface: these works being completed prior to the issuance of building permits.
- (xii) The words "**Municipal Engineer's Certificate of Substantial Completion (Full Services)**" where used in this Agreement, shall describe the document to be issued by the Municipal Engineer upon completion of all municipal works certifying in writing that the works in the development were constructed in accordance with the plans, reports and specifications as set out in this Agreement and that certificate and associated works as described above, with the exception of surface course asphalt and boulevard sod and to initiate the commencement of the Maintenance Period for Municipal Works.
- (xiii) The words "**Maintenance Period for Municipal Works**" where used in this Agreement, shall be a period of one year commencing upon the issuance of the "Municipal Engineer's Certificate of Completion (Full Services)" by the Municipal Engineer.
- (xiv) The words "**Certificate of Acceptance (Full Services)**", where used in this Agreement shall describe the document which may be issued thirty days after the developer's request for a final inspection at the end of the one year maintenance period and upon completion of all deficiencies with respect to all services constructed under this Agreement.

4. DEVELOPMENT CHANGES

The Parties acknowledge and agree that there shall be no changes to this Agreement or Schedules attached hereto unless, and until, such changes have been approved in writing by both the Owner and the Town.

5. CONSTRUCTION

- a) Prior to the commencement of any site works, the Owner shall arrange for a "Pre-construction Meeting" to review the developments' scope of works, scheduling and utility requirements with the contractor, the Town's Engineer, the Public Works Department and, other affected utilities, to the satisfaction of the Town.
- b) The Owner shall substantially complete, in a good and workmanlike manner, all of the demolition and construction of structures and all works required by this Agreement, as shown on and in accordance with the Schedules, within eighteen (18) months of the date of the commencement of construction. The Owner shall ensure that construction proceeds in an expeditious and orderly fashion, once commenced.
- c) Hours of construction work shall conform to the current Town Noise By-law requirements.
- d) During Construction, the Owner shall, on a daily basis, clear debris and garbage from the subject land or abutting lands upon which debris and garbage accumulates and, if so requested by the Town in writing, the Town shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within forty-eight (48) hours of being advised in writing.
- e) The Owner shall, on a daily basis, maintain satisfactory personnel and equipment available to sweep or clean the roadways within, and adjacent to, the subject land and, to apply dust control measures on the subject land, to the satisfaction of the Town.

6. INSURANCE

The Owner shall provide to the Town, on or prior to the execution of this Agreement, a certified copy of a general comprehensive liability insurance policy {certificate of insurance} in the amount of three million (\$3,000,000.00) dollars in a form satisfactory to the Town indemnifying the Town from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Owner pursuant to this agreement. The policy shall contain a cross-liability clause naming the Town as a co-insured. The policy shall be maintained in full force and effect for the period of this Agreement including any period of guaranteed maintenance, and shall be subject to the following terms:

- a) In the event any renewal premium is not paid, the Town, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals

within five (5) working days of the account therefore being rendered by the Town;

- b) The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits or any claims not covered by the said policy of insurance;
- c) The said policy shall not have any exclusion with respect to:
 - i. Blasting
 - ii. Pile driving or caisson work;
 - iii. Removal or weakening of support of property, building or land; and,
 - iv. Pollution.
- d) Should blasting be considered within the municipal limits of the Town, blasting insurance in the amount of five million (\$5,000,000) dollars shall be provided by a competent general contractor licensed for the purpose of blasting, whose insurance policy must identify the developer and the Town as additional named insured;
- e) The premiums on said policy shall be paid throughout by the Owner and default in payment of same or expiry or cancellation of the policy shall result in the Owner being in default of this agreement;
- f) Said policy shall provide a clause wherein the insurance company agrees to provide the Town fifteen (15) days notice prior to any cancellation or expiry of said policy;
- g) The Owner shall from time to time and upon request of the Town, provide confirmation to the Town of premium payments, coverage, expiry dates or other required information;
- h) Nothing contained herein shall absolve the Owner from any other claim or claims in excess of policy limits or any claims not covered by the said policy of insurance;
- i) The insurance policy shall not be issued on a "claims made" basis; and,
- j) The Town reserves the right to modify or waive certain requirements of this section.

7. SAVE HARMLESS

The Owner on behalf of itself, its successors and assigns, agrees to indemnify and save harmless the Town from and against any and all claims, suits, actions and demands whatsoever, which may arise either directly or indirectly, by reason of any work performed by the Town, or the Owner, their servants, agents, contractors or sub-contractors, in order to complete the work or services required to be completed

under this Agreement, provided the subject matter or such action, suits, claims or demands were not caused intentionally or through gross negligence on the part of the Town, its servants or agents or sub-contractors.

8. SITE OBSERVATION AND MONITORING

The Owner hereby grants to the Town, its servants, agents and contractors, the license to enter the subject lands for the purpose of observing the progress of any of the works referred to in this Agreement and, to monitor the construction of the development at all times and, to perform such work as may be required by the Town in its sole discretion as a result of its site observations and monitoring of the work and construction.

If, at any time, the work and construction is not being carried out in accordance with the provisions of this Agreement, the Town may issue a written order to comply. If the work is not brought into conformity with the Agreement and the order to comply within the time set out in the order, the Town may stop any or all of the work until such time as the work order has been complied with. The cost of all Municipal site observation and monitoring and work performed by the Town shall be borne by the Owner.

9. OWNER'S EXPENSE

- (a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless specifically stated otherwise.
- (b) The Owner agrees to pay to the Town the cost of the Town's consulting engineer for checking of plans and specifications and for supervision and inspection on behalf of the Town. In this regard and upon applying for the preparation of a site plan agreement, the Owner shall deposit with the Town an estimate of the cost, such cost estimate to be determined by the Town's consulting engineer. The cost estimate of the engineering supervision and inspection will be based on the Association of Professional Engineers of Ontario approved scale of fees, plus properly incurred expenses. As accounts are received from the Town's consulting engineer, they will be paid by the Town from the deposit moneys provided by the Owner. Should the accounts submitted by the Town's consulting engineer exceed the amount of the deposit, the Owner agrees to deposit to the Town such additional moneys as may be required to pay the cost of the Town's consulting engineer. Should the works be completed to the satisfaction of the Town and no further accounts be anticipated from the Town's consulting engineer, the Owner may request a refund of any remaining deposit.
- (c) The Owner agrees to pay to the Town the cost of the Town's solicitor for the processing, review, registration of agreements, easements and dedications of lands pertaining to the development.

- (d) The Owner agrees to deposit such additional moneys required to secure the estimated internal costs for earthwork, roadwork, landscaping and the external works as contained in Schedule "C".
- (e) The Owner agrees to deposit with the Town as a performance guarantee, sufficient securities for the cost of the internal and external works. The securities shall take the form of cash in the amount of twenty-five (25%) percent of the estimated cost of the internal works and one hundred (100%) percent of the estimated cost of the external works set out in Schedule "_" or, an irrevocable Municipal Letter of Credit from a chartered bank, in accordance with the requirements of the Town Solicitor in the amount of twenty-five (25%) percent of the estimated cost of internal works and one hundred (100%) percent of the estimated cost of the external works as set out in Schedule"_".
- (f) The securities shall take the form of cash in the amount of (insert dollar amount) (\$insert dollar figure) or, an irrevocable Municipal Letter of Credit from a chartered bank, in a form approved by the Town Solicitor in the amount of (insert dollar amount) (\$insert dollar figure), as set out in Schedule "_". Securities are to be posted upon execution of the Site Plan Control Agreement.
- (g) All letters of credit shall be automatically renewed for a minimum guaranteed period of one (1) year or such longer time as the Town decides in its sole discretion, and it shall be the Owner's responsibilities to renew as necessary three (3) months prior to the expiration and to forthwith provide the Town with evidence of such renewal. Unless each and every letter of credit is renewed as noted above, the Town shall have the absolute right to refuse to issue building permits and to prohibit occupancy from the said date three (3) months prior to the expiration of that letter of credit.
- (h) The Town reserves the right to require further securities for additional items and add such items complete with estimated cost to Schedule "_". Should the estimated costs, as set out in Schedule "_", attached to this Agreement, increase and then upon notice to the Owner, such additional securities shall be placed by the Owner within fifteen (15) days of receipt by the Owner of such notice. The Owner agrees to notify the Town forthwith in writing should the estimated costs of the works in Schedule "_" to this Agreement increase. In the event that the Owner does not notify the Town of any increase in costs required or fails to provide the Town with the additional securities as required by the terms of this agreement, the Town shall have the absolute right to refuse to issue building permits and to prohibit occupancy from the said date three (3) months prior to the expiration of that letter of credit.
- (i) Upon the failure by the Owner to complete a specified part of the work for which security is deposited, when requested by the Town, the Town may perform such work by the Town in its sole discretion and may authorize the use of all or part of the security posted to pay the cost of any part of such works the Town may deem necessary, notwithstanding the specific allotment of security for works set out in Schedule"_" . Prior to taking any action, the Town will provide to the Owner written Notice of its intent to act in accordance with Section 14

below. If such failure to complete has not started to be remedied within fifteen (15) calendar days after receipt of such Notice, then in that case the Town thereupon shall have full authority and power to immediately purchase such materials, tools and machinery and to employ such workmen or contractors as in its sole opinion shall be required for the proper completion of the said work at cost and expense of the Owner.

- U) Upon the completion of one hundred (100%) percent of the external and internal secured works of the development, the Developer shall have the privilege, upon application to the Town and upon receipt of a Certificate of Completion from the Town Engineer and a statutory declaration regarding accounts paid, have the securities of cash or letters of credit reduced to an amount of not less than ten (10%) percent.
- (k) Upon the issuance of the Certificate of Completion and following a minimum maintenance period of one (1) year demonstrating the satisfactory performance of the works, the Town may release to the Developer those remaining securities.
- (l) Notwithstanding the foregoing the Town shall not be required to release its security to an amount below twenty-five (25%) percent of the total contract costs of the works until after expiry of forty-five (45) days from completion thereof required by The Construction Lien Act.
- (m) In addition to the above, the Town reserves the right to withhold issuance of an occupancy permit and final inspection and issuance of a Business License until satisfactory completion of the outstanding works.
- (n) If, in the opinion of the Town, the Owner is not executing or causing to be executed any works required in connection with this Agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or should the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or carelessly executed, or should the Owner neglect or refuse to renew or again perform such works as may be rejected by the Town as deficient or unsuitable, or should the Owner, in any manner in the opinion of the Town make default in performance in the terms of this Agreement, then in such case the Town shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Town thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen or contractors as in its sole opinion shall be required for the proper completion of the said works or, to render the work site to a safe condition, at the cost and expense of the Owner.
- (o) In cases of emergencies, as may be determined by the Town in its sole discretion, such works may be done by the Town or, at the direction of the Town, without prior notice to the Owner, but the Owner shall be notified

forthwith thereafter. The cost of such work will be calculated by the Town, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen (15%) percent of the cost of labour and materials. Any work done at the direction of the Town pursuant to the provisions of this clause shall not be an assumption by the Town of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

10. RELEASE OR REDUCTION OF SECURITIES

Securities shall remain in place until the "Owner's Engineer's Certificate of Substantial Completion (Basic Services)" has been issued and approved by the Municipality and/or a Municipal Engineer Certificate of Substantial Completion (Basic Services) has been issued by the Municipality. The Developer shall, as the work proceeds to completion, have the privilege, upon application to the Municipality and upon the issuance of the Municipal Engineer's Certificate of Substantial Completion (Basic Services) and/or the issuance and Municipal acceptance of the Owner's Engineer's Certificate of Substantial Completion (Basic Services), with a statutory declaration regarding accounts paid, have the securities of cash or letters of credit reduced. Notwithstanding the above at no time shall the amount of security held by the Town be reduced to less than 10% of the original security amount.

An application for a reduction in securities shall be accompanied by a Construction Payment Certificate certified by the Owner's Engineer and showing an itemized account of quantities and units completed to date, to substantiate the reduction being requested. The format of the application shall be consistent with Schedule " _ " of this agreement.

Sufficient securities of cash and letters of credit shall be held by the Municipality at all times as deemed necessary by the Municipality. The total value of securities shall be based on the summation of the following:

- 100% of the Estimated Value of Outstanding External Works as set out in Schedule " _ " and Section _ of this Agreement
- 25% of the Estimated Value of Outstanding Internal Works as set out in Schedule " _ " and Section 12 of this Agreement
- 5% Administration Cost
- % of HST

The amount of securities to be retained by the Municipality shall be determined in this manner until the issuance of the "Owner's Engineer's Certificate of Substantial Completion (Full Services) has been reviewed and accepted by the Municipal Engineer and/or the issuance of the "Municipal Engineer's Certificate of Substantial Completion (Full Services).

The planting of trees and placement of topsoil and sod is to be completed as a condition of occupancy, together with lot grading in accordance with Section _ of this agreement. As well, placement of top course asphalt shall not occur until eighty percent (80%) of the lots have homes constructed upon them. In consideration of

these requirements, the issuance of the "Municipal Engineer's Certificate of Substantial Completion (Full Services)" and/or acceptance of the "Owner's Engineer's Certificate of Substantial Completion (Full Services)" will not be withheld and, as such, securities will be maintained as described under Value of Outstanding Works.

Upon the issuance of the Municipal Engineer's Certificate of Substantial Completion (Full Services) by the Municipality, and/or the acceptance of the Owner's Engineer's "Certificate of Substantial Completion (Full Services)" the Municipality shall release to the Owner securities less 10% of the total estimated costs of the internal and external works. The Municipality will retain this amount until the Certificate of Acceptance (Full Services) has been issued.

The remaining 10% security shall be considered for release by the Municipality following a minimum one (1) year period of maintenance following the placement of the surface course asphalt and demonstrating the satisfactory performance of the works. The above noted 10% of the Total Estimated Costs of the Works as set out in Schedule "shall be in the form of cash.

11. UNAVOIDABLE DELAY

"Unavoidable Delay" shall mean any bona fide delay caused by or arising from any cause which is unavoidable or beyond the reasonable control of the Owner (other than as a result of financial incapacity or any willful act or omission), including, without limitation, war, warlike operations, terrorism, riot, insurrection, orders of government, strikes, lockouts, disturbances, inability to obtain parts and materials, or any act of God or other cause, which shall cause the Owner to be unable to fulfill or to be delayed or restricted in the fulfillment of any obligation hereunder.

If, by reason of Unavoidable Delay, the Owner is in good faith and without default or neglect on its part prevented or delayed in carrying out its obligations hereunder which under the terms of this Agreement it is or may be required to do by a specified date or within a specific period of time, the date or the period of time within which the work was to have been completed may be extended by a period of time equal to that of such delay or prevention. The Owner shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time by the parties hereto.

12. NOTICE

All notices, consents, approvals, statements, authorizations, documents, or other communications ("**Notice**"), required or permitted to be given hereunder shall be in writing and shall be delivered personally or by telecopy, facsimile transmission or other electronic communication which results in a written or printed notice being given (including by electronic mail via the Internet), to the parties hereto at their respective addresses set forth hereunder, namely:

- (a) to the Town: The Corporation of the Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, Ontario
L9Z 1A1
- Attention: Twyla Nicholson, Clerk
E-mail: clerk@wasagabeach.com
Facsimile: (705) 429-6732
- (b) to the Company: (insert name and address of owner)
- Attention:
E-mail:
Facsimile:

or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such Notice, if delivered personally or by telecopy, facsimile transmission or other electronic communication which results in a written or printed notice being given (including by electronic mail via the Internet), shall be deemed to have been given on the day and at the time of personal delivery or telecopy or other electronic transmission, if delivered or transmitted prior to 5:00 p.m. on a Business Day, or if not prior to 5:00 p.m. on a Business Day, on the Business Day next following the day of delivery or telecopy or other electronic transmission, as the case may be. "**Business Day**" shall mean Monday to Friday, both inclusive, except any such day which is a statutory holiday under the laws of either Canada or the Province of Ontario.

13. COMPLIANCE

The Owner agrees that all requirements of the Site Plan Agreement shall be complied with to the satisfaction of the Town, prior to the use and occupancy of the property, buildings and structures.

Any action taken by the Town or by an agent on its behalf pursuant to this Agreement shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Owner or the performance of its covenants and agreements herein, and upon default on the part of the Owner hereunder, the Town shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of The Municipal Act, R.S.O. 2001, as amended.

THIS AGREEMENT shall be read with all changes in gender or number required by the context.

THIS AGREEMENT shall be binding upon and ensure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective seals under the hands of their proper officers duly authorized in that behalf.

BY THE TOWN ON THE _____ DAY OF _____ 20__.

Corporation of the Town of Wasaga Beach
Per: Mayor

Corporation of the Town of Wasaga Beach
Per: Clerk

BY THE OWNER ON THE _____ DAY OF _____ 20__.

(insert name of owner)
Per:
(I have authority to bind the company)

BY THE MORTGAGEE ON THE _____ DAY OF _____ 20__.

(insert name of mortgagee - if applicable)
PER:
(I have authority to bind the company)

Schedule "B"
To
Town of Wasaga Beach By-Law No. 2010-115

"Standard List of Conditions of Approval"

**"STANDARD LIST OF CONDITIONS OF APPROVAL'
FOR SITE PLAN CONTROL AGREEMENTS IN
THE TOWN OF WASAGA BEACH**

1. MORTGAGEES
 - a) The Mortgagees herein consents to the registration of this Agreement.
 - b) The Mortgagee hereby agrees that in the event of it becoming the Owner of the subject lands by way of foreclosure, purchase or otherwise, either beneficially or in trust by virtue of a mortgage, then its mortgage shall be deemed to be postponed to this Agreement, and shall be subject to the terms of this Agreement as though it had executed this Agreement in the same capacity as the Owner.
 - c) The Mortgagee agrees that in the event of assigning or transferring the mortgage on the lands under its mortgage, the assignment or transfer shall be subject to the terms hereof in the same manner as is the assignee or transferee had executed this agreement.

2. BUILDING ENVELOPES - The Owner agrees to construct or cause to be constructed the buildings and structures, roadways, grading and drainage works and servicing as shown on Schedule "_" to this Agreement, and in accordance with Restricted Area Zoning By-law 2003-60, as amended, and shall comply with the provisions and regulations of said By-law.

3. OCCUPANCY - No buildings on the subject lands shall be occupied until:
 - i Verification has been provided that the building is constructed and the final grading of the development is in conformity with the overall grading plan for building elevations or such variance has been approved by the Town;
 - ii The sodding and landscaping has been completed. Should occupancy be requested between November 1 and May 1, the sodding and landscaping provision will be waived until the following June 15, at which time the sodding and landscaping must be completed;
 - iii Servicing is installed and tested to the satisfaction of the Town;
 - iv All directional, regulatory and street signage is installed;

- v All parking lots have received a base course of asphalt complete with concrete curbing or precast curbing and line painting as specified in Schedule "B";
- vi The extension of the Municipal road is complete to the satisfaction of the Town;
- vii Hydro electric distribution and transformation system, telephone service and gas services have been installed to the satisfaction of the Town;
- viii A Certificate of Occupancy has been issued by the Town; and,
- ix A Certificate of Substantial Completion has been issued and accepted by the Town.

The Owner further agrees to obtain all necessary permits and approvals from the Town, including but not limited to a Building Permit, Road Occupancy Permit, and all necessary permits and approvals from all appropriate Ministries and government agencies prior to occupancy.

4. MUNICIPAL SERVICING - The Town shall not be required to issue any permits for the development proposed for the subject lands until municipal water and municipal sewer servicing is provided to existing and proposed buildings.

The Owner shall provide for the connection and installation of sanitary and water services to the subject land to the satisfaction of the Town, at the expense of the Owner.

The Owner agrees to implement the recommendations outlined in the "Site Servicing Maintenance Manual" attached as Schedule" _".

The Owner agrees to construct the municipal servicing in accordance with Schedule" _" to this Agreement to the satisfaction of the Town.

5. ALTERATION OF WETLANDS, WATERWAYS OR SHORELINES
- The Owner shall obtain the necessary permits and approvals from the Nottawasaga Valley Conservation Authority, the Ministry of Natural Resources and from the Department of Fisheries and Oceans Canada for any works, alterations or placement of structures, in any area requiring permits from the Nottawasaga Valley Conservation Authority, the Ministry of Natural Resources or the Federal Department of Fisheries and Oceans, including, in the vicinity of any unnamed watercourse or any un-named intermittent waterway on the subject lands, not hereto agreed to or shown on the approved drawings described in Schedule" _" to this agreement.

The Owner shall further obtain necessary clearances and approvals from the Town for any works, alterations or placement of structures, in the vicinity of any unnamed watercourse or any unnamed intermittent waterway on the subject lands, not hereto agreed to or shown on the "Accepted for Construction" drawings described in Schedule "_" to this agreement.

Upon making application for Building Permit to the Town, the Owner shall submit such necessary permits and approvals to the Town in conjunction with the application for Building Permit.

6. CONSTRUCTION OF OFF-SITE WORKS

The Owner agrees that (insert description of off-site works) shall be completed prior to commencement of construction of the works described within Schedule "_" of this Agreement.

7. WATER BOOSTER PUMPS

The Owner shall be required to install water booster pumps (to service lots xx / to service buildings **xx**).

The Owner shall be required to (install, cost share, front-end the cost of) a water booster pumping station (insert condition with regard to timing of approval, building permit, construction of works, etc.).

8. LANDSCAPING AND LANDSCAPED AREAS - This Agreement shall not be construed so as to prevent the landscaping or leveling of the property which would normally be anticipated in connection with the permitted uses, however, such works shall only be done in accordance with the requirements of the approved plans and drawings shown on Schedule" "

The Owner shall complete all landscaping and landscaped areas as shown on and in accordance with Schedule "B" to this Agreement to the satisfaction of the Town as soon as weather permits. All landscaped areas as shown on and in accordance with Schedules "B" of this Agreement shall be suitably graded, covered with top-soil and sodded. Such landscaping, including installation of top-soil, sodding, hydro seeding, tree plantings and overall landscaping shall be properly maintained at all times by the Owner. Where occupancy is requested between November 1 and May 1 of any given year, the Owner shall ensure that all Landscaping is installed no later than June 15 of that year.

The Owner shall ensure compliance with the tree preservation requirements in accordance with Schedule "_" to this Agreement to the satisfaction of the Town. The Owner shall obtain approval from the

Town's Planning and Public Works Department, prior to any tree removal within the Municipal road allowance.

The Owner agrees to install additional plantings of trees to replace trees which are identified within the Tree Saving Plan for protection or retention and have been damaged or removed, at the discretion of the Town.

9. TREE PRESERVATION

The Owner shall be responsible for the preservation of the trees, tree transplant sections, temporary storage of tree transplant sections, as identified on the Tree Preservation Plan pursuant to Schedule " " of this Agreement.

The Owner shall provide for the delineation and protection of trees identified for preservation, tree transplant sections and, tree transplant storage areas, with the application of silt fencing, per the Tree Preservation Plan and pursuant to Schedule " " of this Agreement.

The Owner shall ensure that tree preservation and/or hoarding measures remain in place and in good working order until such time as the site works described within Schedule " " to this Agreement are completed.

The Owner agrees that no grade changes, dumping, or temporary storage of any kind, or the access by machinery or equipment will occur within the tree preservation area.

10. DRAINAGE - The Owner shall be responsible for the proper drainage of the subject lands, and no drainage works shall be performed or permitted which would have a detrimental effect on any neighbouring properties. All drainage works shall be completed and maintained in accordance with directions from the Town and/or pursuant to Schedule " " to this Agreement.

The Owner shall prepare a grading plan to the satisfaction of the Town, indicating the elevations and contour of the subject lands, how the elevations and contours will be finally developed, and indicating and setting out the drainage systems on the subject lands for the drainage of storm, surface and waste water. The Owner agrees to complete the drainage systems as set out in the said plan as soon as it is practical during the construction of the development.

The Town shall not be required to issue any permits for the development proposed for the subject lands until such grading and

water disposal plans have been submitted to and approved by the Town in accordance with Schedule"_" to this Agreement.

Where sediment/oil traps are required, the Owner shall clean them out regularly and shall also inspect them on a regular basis to determine when they should be cleaned in accordance with the "Site Servicing Maintenance Manual" attached as Schedule "_" to this Agreement.

The Owner agrees to implement the recommendations outlined in the approved Operation and Maintenance Manual, identified within Schedule"_" to this Agreement.

11. DEWATERING

The Owner agrees that prior to the commencement of dewatering, to provide the following to the satisfaction of the Town:

- a) Perform the necessary test(s) to determine the radius of influence and the potential effect on nearby structures or water supply wells;
- b) Provide for pre and post development monitoring of the adjacent structures or water supply wells within the area of influence;
- c) Provide advance notice to the Town Engineer and, to adjacent residents within the area of influence, of the commencement of dewatering;
- d) Prior to commencing dewatering operations, provide the Town engineer and to adjacent residents within the area of influence, contact information for the Owner, Developer, Site Supervisor and a 24 hour emergency contact;
- e) Prepare contingency plans that address water contamination and/or water recharge impacts on adjacent structures and water supply wells;
- f) Provide a copy of any documents associated with the above noted clauses, to the Town Engineer.

At the sole discretion of the Town, the Owner, upon receiving a request from the Town in either verbal or written format, shall immediately provide an alternate potable water supply to nearby users or properties, such water supply to be of sufficient volume to fulfill the minimum daily usage of the recipient of the water supply, and such alternate water supply to be recharged daily, until deemed no longer necessary by the Town.

Equipment for dewatering operations shall be located where the least possible noise impact occurs upon existing residential dwellings in the immediate vicinity of the lands subject to this Agreement, to the satisfaction of the Town.

Dewatering equipment shall be fully enclosed to mitigate noise impacts upon the surrounding residential uses to the satisfaction of the Town.

Dewatering discharge to adjacent properties is not permitted.

12. ROUGH GRADING AND HYDRO-SEEDING

The Owner agrees that any areas of the land that is either disturbed or cleared, prior to, or subsequent to, the execution of this Agreement, must be graded, topsoiled to a minimum depth of 75mm, hydro-seeded and mulched within 30 days of the land being disturbed or cleared and such grading works to be performed in accordance with the requirements of the approved plans and drawings shown on Schedule "_ " attached hereto and forming part of this Agreement, to the satisfaction of the Town.

The Owner agrees to maintain such vacant and cleared land free and clear of weeds and noxious plants and in conformity with the Town of Wasaga Beach property standards by-law.

13. MAINTENANCE OF WORKS - The Owner agrees to maintain, test and flush the works in accordance with the requirements set out in the "Site Servicing Maintenance Manual" attached as Schedule " " to this agreement in perpetuity. In the event that the Owner does not strictly follow the requirements of the Site Servicing Maintenance Manual, the Town shall be permitted to undertake the measures required by the Site Servicing Maintenance Manual and shall have all the rights set out for all purposes, including the purpose of completing any testing or repairs required by the Site Servicing Maintenance Manual.

14. PROPERTY MAINTENANCE

The Owner agrees to maintain the lands subject to this Agreement in accordance with the "Operation and Maintenance Manual" attached as Schedule "_ " to this Agreement.

15. EMERGENCY REPAIRS AND MAINTENANCE OF WORKS

The Owner agrees that any Employees or Agents of the Town may enter onto the subject lands at any time or from time to time for the purpose of making emergency repairs or maintenance, if any of the works do not function or do not function properly, or in the opinion of the Director of Public Works for the Municipality, require immediate repair to prevent damage or hardship to any persons or to any property, and may make whatever repairs may be deemed necessary.

The Owner further agrees to pay to the Town, immediately upon receipt of a written demand, all expenses including but not limited to engineering fees and costs of repairs and/or maintenance, based upon

the cost of the work incurred in making the said repairs or maintenance. In the event the Owner fails to make payment as demanded by the Town, the Owner agrees that the Town shall be entitled to draw upon any security filed pursuant to the agreement and/or shall be permitted to incorporate the requested payment into the Municipal Tax account for the subject lands.

The Town covenants and agrees to advise the Owner within three (3) working days from the date of the entry, to effect the repairs or maintenance, the nature and extent of the emergency (if any) and the repairs and/or maintenance which were necessary. The Owner agrees that any such repair or maintenance shall not be deemed an acceptance of the works by the Town or an assumption by the Town of any liability in connection therewith and shall not release the Owner from any of its obligations under this agreement.

Notwithstanding the Town's rights of entry, inspection, maintenance and repair as set out in this agreement, the Town shall have no obligation to carry out any inspection, maintenance, or repair of any works.

16. HYDRO REQUIREMENTS

The Owner agrees to contact Wasaga Distribution Inc. regarding all hydro services and to comply with all of their requirements.

17. CANADA POST

The Owner agrees to provide the necessary mail box facility and unrestricted access to the mail box facility in accordance with Canada Posts specifications, to the satisfaction of Canada Post.

18. COMMUNICATION AND TELECOMMUNICATION FACILITIES

The Owner agrees that prior to commencing any work within the plan; the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is available for the proposed development. In the event that such infrastructure is not available, the Owner agrees that they may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the Municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

19. MUNICIPAL ROADWAYS

When performing works which require construction within the municipal road right-of-way, the Owner shall provide for immediate reinstatement of the asphalt surfacing on municipal roadways, upon the conclusion of such works associated with the development of lands described within Schedule "A."

The Owner shall provide for the reinstatement of (insert street names) to the satisfaction of the Town, at the expense of the Owner.

Any work which is required to be carried out as part of or, by reason of, the development on the subject lands leading to any public roads or public access ways adjacent to or abutting the subject lands shall be done by the Owner at his expense, and in accordance with all Municipal standards.

20. ACCESS. INGRESS/EGRESS

The Owner agrees to construct accesses to the subject lands in accordance with Schedule "_" to this Agreement and in accordance with Town standards to the satisfaction of the Town.

Any work which is required to be carried out as part of or, by reason of, the development on the subject lands leading to any public roads or public access ways adjacent to or abutting the subject lands shall be done by the Owner at his expense, and in accordance with all Municipal standards.

21. PARKING AND ACCESS AREAS

The Owner agrees to asphalt the parking and access areas and suitably mark the parking spaces, as shown on Schedule "_" to this Agreement. The Owner further agrees to keep such parking areas, including any loading and access areas, free and clear of snow and ice. Snow and ice shall be stored in accordance with Schedule " "

22. EMERGENCY ACCESS

The Owner agrees to maintain fire access routes free and clear of obstructions at all times.

23. **SNOW STORAGE**

The Owner shall provide for on-site snow storage at the locations designated on the Schedule "_" to this Agreement. Snow storage must not conflict with or obstruct, sidewalks, motorist's visibility, site drainage facilities, encroach on neighbouring properties and may not be placed within Municipal right-of-ways.

In the event adequate snow storage is not available on the subject land and during high snowfall periods, in order to maintain minimum parking requirements and access to parking areas, driveways and walkways, the Owner shall, at its own expense, arrange for the removal of the snow from the site.

The Owner agrees to implement the recommendations outlined in the "Site Servicing Maintenance Manual" attached as Schedule "_" to this Agreement.

24. LIGHTING FACILITIES

The Owner agrees to supply and install lighting facilities on the subject lands, including along roadways and along pedestrian paths, as shown on Schedule "B" to this Agreement so as to suitably and adequately illuminate same and so as not to interfere with the traveling public on (insert street names), nor any development on, or use of, adjacent, abutting or, nearby lands.

The lighting facilities shall be installed and maintained by the Owner in accordance with Schedule "_" to this Agreement, to the satisfaction of the Town.

25. GARBAGE

The provision of garbage and recycling receptacles and the collection of refuse and recycling shall be installed in accordance with Schedule "_" to this agreement and to the satisfaction of the Town. Garbage receptacles must be located on the property either within a building or contained within a minimum six(6) foot high solid wood enclosure or other similarly designed structure or form of containment or approved refuse enclosure in accordance with Schedule "_" to this Agreement, to the satisfaction of the Town.

The Owner shall, at his own expense, provide for the collection of refuse and recycling material and disposal of same refuse and recycling material to a County approved municipal waste and/or recycling collection area, or make application with the County of Simcoe, Environmental Services Department for Waste Collection Services, to the satisfaction of the Town.

26. CONSTRUCTION REFUSE

The Owner agrees to dispose of all construction refuse in an orderly and sanitary fashion in an approved disposal area, and that all applicable disposal fees shall be the responsibility of the Owner.

The Owner agrees that all tree stumps shall be disposed of in an orderly and sanitary fashion in an approved and licensed dumpsite per the Environmental Protection Act, R.S.O. 1990, as amended.

The Owner agrees that no burning of refuse or vegetation will be permitted at any time without prior written consent of the Fire Chief of the Town of Wasaga Beach.

27. SIGNAGE - The Owner agrees to display all signage in accordance with the by-laws of the Town regulating signs and to obtain all necessary permits for same.

The placement and installation of "No Parking", "Fire Route" and "Tow Away Zone" signs on private roads shall be installed in accordance with the Town of Wasaga Beach Engineering Standards, as amended, or, in accordance with Schedule "B" to this Agreement, to the satisfaction of the Town.

The placement and installation of any form of signage upon municipal roadways shall be in accordance with the Town of Wasaga Beach Engineering Standards, as amended, or, in accordance with Schedule "B" to this Agreement, to the satisfaction of the Town.

28. FENCING

The Owner shall provide fencing in accordance with the approved locations and specifications in accordance with Schedule "B" of this Agreement. The Owner shall be responsible for coordination of fencing construction and locations with abutting property owners.

29. FIRE PREVENTION

The Owner agrees to keep all fire hydrants cleared from snow and debris at all times.

30. DEVELOPMENT CHARGE

The Owner agrees to pay the applicable development charges prior to issuance of building permits.

31. CAPITAL IMPROVEMENTS

The Owner agrees to pay to the Town a fee of Capital Improvements for (insert description of Capital Improvement works).

32. LOCAL AREA RATE

The Owner agrees to pay to the Town a fee of Local Area Rates for (insert description of Local Area Rate requirement).

33. EASEMENTS

The Owner agrees to provide a blanket easement over the subject land in favor of the Town, for access onto the subject lands to perform servicing/maintenance of the private watermain, sanitary sewer, storm sewer and storm water management facilities located on the subject lands in the event of an emergency or non maintenance, as deemed necessary by the Town.

The Owner agrees to provide title to the Town for easements as described within Section " _ " to this Agreement.

34. DEDICATION OF LANDS

The Owner agrees to dedicate to the Town lands for (insert a description of the dedications) as described within Schedule " _ " to this Agreement.

35. GEOTECHNICAL

The Owner agrees to implement the recommendations outlined in the Geotechnical Investigation Report identified in Schedule " _ " to this Agreement.

The Owner agrees to provide, for each building to be constructed, a geotechnical investigation report prepared by a qualified professional. The geotechnical investigation report shall identify the subsurface conditions at the proposed building site, including seasonal high groundwater elevation, soil stability, site preparation, dewatering, placement of new engineered/structural fill material, foundations, and, marl removal.

The Owner covenant and agrees to include the following clause in all Offers of Purchase and Sale and in the Condominium Agreement:

"Prospective purchasers are advised of deposits of marl, which is not suitable material for supporting structures, which may be located on the property, and any building permit applications to the Town for structures such as decks, pools or, accessory structures, may require the submission of a geotechnical investigation report prepared by a qualified professional. The purpose of the report is to reveal the subsurface conditions at the proposed site, including seasonal high groundwater table elevation, soil stability, site preparation, dewatering, placement of new engineered/structural fill material, foundations and, marl removal."

36. MARL

The Owner agrees that any marl to be removed from the lands subject to this Agreement shall be disposed of in an orderly and sanitary

fashion in an approved disposal area and that all applicable fees shall be the responsibility of the Owner.

The Owner agrees that where marl is to be spread over the lands subject to this Agreement, no spreading of marl will occur within the limits of building envelopes, roadways or, any area where support of structures or municipal services are either installed, or to be installed.

37. WELL HEAD PROTECTION AREA

The lands subject to this Agreement are located within a Well Head Protection Area. The Owner shall ensure that all materials and equipment used for the purposed of site preparation or project development shall be operated and stored in a manner that prevents any deleterious substances from entering the surface or groundwater.

The lands subject to this Agreement are located within a Well Head Protection Area. The Owner shall ensure that vehicular and equipment re-fueling and maintenance is to be conducted in a manner and at a location that prevents any deleterious substance from entering the surface or groundwater.

38. **WARNINGS ON TITLE/ WARNINGS TO PROSPECTIVE PURCHASERS**

The Owner agrees to provide written notice to all prospective purchasers of (sites/lots **x, x, x**) as identified on drawing "_" forming part of Schedule "_" to this Agreement, that (insert description of warning, for example, off-site noise source, noise mitigation measures, abutting agricultural use, public trail system, abutting campground use, future road allowance, marl, unsuitable native soil, retaining wall, snowmobile trail) and that owners or leaseholders of (sites/lots **x, x, x**) are cautioned to the impact of (insert description of warning or impact).

The Owner agrees to insert the following warning clause into every agreement of purchase and sale and/or every agreement for land lease for (lots/sites **x, x, x**) as described on Drawing "_" which forms part of Schedule "_" to this Agreement:

"(Insert a description of the potential impact and a warning to the effect(s) of the potential impact)."

39. PHASING OF DEVELOPMENT

The Owner agrees that phasing of development/construction/works will proceed as described within Schedule "_" to this Agreement.

The Owner agrees that phasing of development/construction/works shall proceed in the order of Phase x, then Phase x, then Phase x,

pursuant to Plan/Drawing " _ " which forms part of Schedule " _ " to this Agreement.

The Owner covenants and agrees not to apply for Building Permits for Phase x until the following conditions are met:

- a) (insert clause requiring easement over private lands for access, drainage, servicing);
- b) (insert clause requiring dedication of easement or lands to the Town);
- c) (insert clause requiring execution of companion agreement(s) to the site plan control agreement);
- d) (Insert clause(s) requiring completion and certification of specific works described within the site plan agreement);
- e) (Insert clause requiring the posting of specific securities related to the Phase of Development or overall development project);
- f) (Insert clause(s) requiring clearances and/or permits from service providers, government agencies and/or, the Town);
- g) (Insert clause(s) requiring the completion of specific off-site works); and/or,
- h) (Insert clause(s) requiring sufficient water pressure levels to service the development).

Schedule "C"
To
Town of Wasaga Beach By-Law No. 2010- 115

"List of Charges and Required Securities"

1. **Securities required to be posted against the work described within the approved plans:** 100% of the value of off-site works and 25% of the value of on-site works.
2. **Special Area Rate** - \$1,637.00 per residential unit and/or in accordance with the pertinent area rate By-Law for the development area.
3. **Local Improvement Charges-** payable to the Town upon the execution of the Site Plan Control Agreement, varies per the geographic area of the Town of Wasaga Beach.
4. **Capital Contributions** -payable to the Town upon the execution of the Site Plan Control Agreement, varies per the geographic area of the Town of Wasaga Beach.
5. **Parkland Contributions** -payable to the Town upon execution of the Site Plan Control Agreement at a rate of 5% of the value of the land for residential developments and 2% of the value of the land for commercial developments.
6. **Professional Consultant Review Deposits** - the deposit amount is to be estimated by the Professional Consultant after the pre-consultation meeting and prior to each stage of development review.