

**MUNICIPALITY OF STRATHROY-CARADOC  
SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made in duplicate this 17<sup>th</sup> day of March, 2025.

BETWEEN :

**SLD GROUP INC.**

HEREINAFTER CALLED THE “**SUBDIVIDER**”

OF THE FIRST PART;

-AND-

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC**

HEREINAFTER CALLED THE “**MUNICIPALITY**”

OF THE SECOND PART;

**WHEREAS** the Subdivider is the owner of certain lands in the Municipality of Strathroy-Caradoc, in the County of Middlesex, described in Schedule “A” (the “**Lands**”) as follows:

PART LOTS 19 AND 20 CONCESSION 4 SOUTH OF EGREMONT ROAD, PART 1 33R21863; MUNICIPALITY OF STRATHROY-CARADOC; PIN: 08590-0341 (LT)

**AND WHEREAS** the Subdivider has applied for approval of a Plan of Subdivision;

**AND WHEREAS** the Corporation of the County of Middlesex granted draft approval to this Plan on March 26, 2024, as file number 39T-SC2302;

**AND WHEREAS** the Municipality has recommended to the Corporation of the County of Middlesex that the Subdivider shall be required to construct and install certain municipal services, hereinafter referred to, to serve the Lands within such Plan, and to undertake to make such financial arrangements with the Municipality for the installation and construction of the said services, before obtaining the final approval of the said Plan by the County of Middlesex;

**AND WHEREAS** the Subdivider is required by the Municipality to grant certain land referred to herein for Municipality purposes being Block 137 for stormwater management; Block 140 for parkland dedication, Block 138 for 0.3m reserve at terminus of Street ‘C’ (Pembleton Street); Block 139 for 0.3m reserve at terminus of Street ‘D’ (Small Crescent); four new public streets being Street ‘A’ (McTavish Street) Street ‘B’ (Beer Crescent), Street ‘C’ (Pembleton Street), Street ‘D’ (Small Crescent); and such road allowances as are shown in the Plan;

**AND WHEREAS** the Subdivider has applied for amendments to the Strathroy-Caradoc Zoning By-law 43-08 to implement the draft Plan;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other valuable consideration and the sum of Five Dollars (\$5.00) of lawful money of Canada now paid by the Municipality to the Subdivider (the receipt whereof is hereby acknowledged) the Subdivider hereby covenants, promises and agrees with the Municipality as follows:

**1. DEFINITIONS**

The words and phrases defined in this section shall, for all purposes of this Agreement supplemental hereto, have the meaning herein specified, unless the context expressly or by necessary implication otherwise requires:

“**Agreement**” shall mean this Subdivision Agreement;

“**Approval Authority**” shall mean the authority of The County of Middlesex;

“**Base Park Condition**” shall mean that the Subdivider has met the following conditions, to the satisfaction of the Municipality, with respect to the block(s) or lot(s) to be transferred to the Municipality for public or recreational purposes: the block(s) or lot(s) to be transferred to the Municipality are free and clear of all encumbrances; the demolition, removal and disposal of all existing materials, buildings and foundations

has been completed in accordance with Municipal standards; if required by the Municipality, the topsoil has been rehabilitated to a composition acceptable to the Municipality; grading, sodding (or hydroseeding if acceptable to the Municipality), and fencing have been completed; all drainage systems have been installed in accordance with the requirements of this Agreement, as amended to the date of assumption by the Municipality; electrical and water service connections have been installed to the street line, if required by the Municipality, in accordance with Municipal standards; sewer service connections have been installed to the street line, if required by the Municipality, in accordance with Municipal standards; trees have been planted along all public road allowances in accordance with Municipal tree planting standards and policies; trees have been planted on the block(s)/lot(s) in consultation with the Municipality; standard park signage has been installed to the satisfaction of the Municipality; and such other conditions as the Municipality may require, and all at the sole cost of the Subdivider unless otherwise provided in this Agreement;

**“County”** shall mean The County of Middlesex;

**“Director of Community Services”** shall mean that person, who for the time being, is retained or employed by the Municipality as its Director of Community Services;

**“Dwelling Unit”** shall mean a building, occupied or capable of being occupied by a person or household as an independent place of residence in which kitchen and sanitary facilities are provided for the use of such person or household, with a private entrance from outside the building or from a common hallway or stairway inside the building in which the dwelling unit is located;

**“Electrical Distribution System”** means all necessary installations and equipment for the supply of electricity within the subject Lands together with such additional installments and equipment as may be prescribed in the Electrical Distribution System contained in Schedule “C” attached hereto;

**“Engineer”** shall mean that person, who for the time being, is retained or employed by the Municipality as its Municipal Engineer, and includes where the context requires Road Superintendent;

**“Letter of Credit”** means a letter of credit required as security under this Agreement, and “Irrevocable Letter of Credit” has a corresponding meaning;

**“Lot”** shall be defined as a lot in the Plan and shall also include any Block in the plan;

**“Phase I”** shall mean phase I as designated on Schedule “L”.

**“Plan”** shall mean the Plan of Subdivision annexed to this Agreement as Schedule “B”;

**“Prime”** shall mean the Prime Interest Rate charged by the Bank of Montreal to its most credit-worthy commercial customers from time to time in the ordinary course of business;

**“Professional Engineer”** shall mean a Registered Professional Engineer registered with the Association of Professional Engineers of the Province of Ontario and retained by the Subdivider;

**“Registered”** means registered under the relevant portions of *The Registry Act of Ontario* or *The Land Titles Act of Ontario* and amendments thereto and registration has a corresponding meaning;

**“SCRCA”** means the St. Clair Region Conservation Authority;

**“Services”** means the general descriptions of the services to be provided by the Subdivider as detailed in this Agreement and its Schedules, including but not limited to, facilities required for the detention and enhancement of stormwater and for the purpose of ensuring perpetual maintenance and operation and any measures necessary to implement stormwater quality controls not subject to regulations pursuant to the *Ontario Water Resources Act*;

**“Subdivision/Subdivision Land”** means the lands described in Schedule “A” to this Agreement;

**“Subdivision Agreement”** means any Agreement or Agreements affecting the Subdivision Land or any part thereof made by the Owner thereof for the time being with the Municipality with respect to the provision of Services to the said Lands and that is in force at the time of the execution of this Agreement or that may at any time thereafter come into force;

**“Storm Water System”** means and includes but not limited to all storm sewers, catchment basins, drainage systems, stormwater collection areas including ponds, pump stations, together with such additional installments and equipment as may be prescribed in the special conditions and general specifications for the storm water system contained in Schedule “C” attached hereto;

**“Water Distribution System”** means and includes but not limited to watermains with connections to feeder mains, feeder mains within the subject Lands, stub service, fire hydrant and shut-off valves and all other appurtenances thereto, together with such additional installments and equipment as may be prescribed in the special conditions and general specifications for the Water Distribution System contained in Schedule “C” attached hereto; and

**“Waste Collection System”** means and includes but not limited to all sewers and all house services and other services from the property to the street lines, all appurtenances, pump stations together with such additional installments and equipment as may be prescribed in the special conditions and general specifications for the waste collection system contained in Schedule “C” attached hereto.

## **2. INSTALLATION OF SERVICES BY SUBDIVIDER**

### **(a) Services and Infrastructure**

The Subdivider shall construct and install, subject to the rights reserved by the Municipality, the following Services and infrastructure on all streets and lands laid out in the Plan, attached hereto and more particularly described in Schedule “C” and upon any roadways adjacent thereto if, and only if, set out on the drawings referenced in Schedule “C” and, following final approval of the Plan by the County and registration of the same:

- (i)** Services to be installed before building permits are issued;
  - a) sanitary sewers and building connections to the lot line;
  - b) storm sewers, stormwater management facilities, watermains and building connections to the lot line;
  - c) hydrants;
  - d) underground electrical service in accordance with section 7; subject to section 11 of this Agreement;
  - e) roadways rough graded to granular “A” standard;
  - f) first layer asphalt;
  - g) curbs and gutters;
  - h) temporary signage in accordance with section 22(b) on each street/road displaying the name of such street /road; temporary traffic signage; and temporary signage on each lot displaying the municipal address and lot number of such lot in a manner clearly visible to the travelling public and emergency services, all in accordance with Municipal standards and to the satisfaction of the Municipality. All such signage shall be at the sole expense of the Subdivider;
  - i) the installation of fencing as per section 17(l) below.
- (ii)** Services to be installed after building permits are issued and prior to municipal assumption:

- a) Top coat of asphalt;
- b) street lights;
- c) house numbers;
- d) asphalt paving, (or other material consistent with the material utilized for the adjacent driveway) in driveways between the curb and property line;
- e) lot grading in accordance with the Site Grading Plan in Schedule "C";
- f) topsoil, seed and sod on boulevard from property line to curb;
- g) permanent street name signs;
- h) traffic signs, as required;
- i) planting of trees; and
- j) sidewalks in accordance with the approved grading plan.

All of the Services shall be installed in accordance with the standards of the Municipality.

### **3. START OF CONSTRUCTION**

No site alteration, construction or installation of the Services shall commence nor shall the Subdivider cause or permit any grading of the Lands:

- a) Until after the approval of the: Municipal Engineer; and, the approval of the County Engineer, if required; and, approval of the Ministry of the Environment, Conservation and Parks; and, the approval of the Conservation Authority have been given.
- b) Until a certificate of insurance is provided to the satisfaction of the Municipality as required by section 14.
- c) Until the Letter of Credit as required by section 32 has been submitted to the Municipality.
- d) Until all easements and dedications in respect of all works as contemplated by this agreement have been granted to the Municipality.
- e) Until the Subdivider has paid the funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, inspection and all other work required by the Municipality in connection with this Agreement.

Once items (a) to (e) above have been completed to the satisfaction of the Municipality, the Municipal Engineer shall issue "Authorization to Start Construction".

### **4. INSPECTION OF CONSTRUCTION**

The construction and installation of the works and Services shall be carried out under the full-time on-site inspection of the Subdivider's Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement; provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall in no way and at no time relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider's obligation to construct, install and maintain the works and Services in a good workmanlike and complete manner and in accordance with this Agreement.

### **5. COSTS**

- a) The Subdivider shall pay the cost of installation of all Services within the Subdivision as shown on the plans described in Schedule "C", and, where sewer

outlets, watermains and roads are not available, the Subdivider shall pay the full cost of extending the said services to the Subdivision.

- b) All work required in connection with the provision of Services to the land being subdivided or developed shall be at the expense of the Subdivider and no reimbursement of any portion of the cost of this work shall be made by the Municipality unless at the time of approval of drawings with respect to such work, the Municipality has requested the provision of services for other lands and has agreed in writing to accept a claim with respect to the cost of such work pursuant to its Development Charge By-law. The Municipality shall have no obligation to pay such claim except in conformity with its Development Charge By-law, using such funds as may be available in the Municipality Growth Reserve Funds. In the alternative, the Municipality may issue development charge credits to the Subdivider to a value not exceeding the total of development charges which the subdivision or development will attract. No interest or payment for carrying costs shall be permitted in any event.

**6. WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTION SYSTEM**

- a) The Subdivider, at its own expense shall install the Water Distribution System within the Subdivision and any adjacent lands owned by the Subdivider, in a good, substantial and workmanlike manner in accordance with Municipality's Specifications and in accordance with Plans, Drawings and Specifications approved, in Schedule "C", in writing by the Municipality or its Engineer (for the purposes of such approval the Subdivider shall provide the Municipality with two (2) copies thereof). As part of the process of preparing the above-noted plans, drawings and specifications in Schedule "C", the Subdivider at its own expense, shall provide the Municipality with a Functional Servicing Report satisfactory to the Municipality which shall include projected development population based on the Municipality's standards, calculations determining the water demand based on the Municipality's design guidelines, and required fire flow calculated using the Fire Underwriters Survey method. This information will be used to complete water modelling of the proposed water distribution system and the preparation of the associated reports, by consultants selected by the Municipality, at the Subdivider's expense.
- b) The Water Distribution System will include all house services and other services from the watermain to the street lines, all appurtenances, fire hydrants and sampling stations in accordance with Municipality's specifications. The Water Distribution System shall be designed so that it is in accordance with the Municipality's specifications that are in effect at the time of this Agreement. Prior to the acceptance of this Water Distribution System constructed by the Subdivider, the Municipality may connect to or authorize connection into the said system, but such connections shall not constitute acceptance of the system by the Municipality. All the works installed for the Water Distribution System shall be constructed and installed under full time supervision of a Professional Engineer employed by the Subdivider. No work specified in the Agreement or in the specifications shall be carried out unless there is a Professional Engineer employed by the Subdivider to ensure that all work is being completed in accordance with the specifications approved by the Municipality.
- c) The Municipality shall charge the Subdivider its cost, on a time and material basis for all the work it completes to facilitate the installation of the Water Distribution System which payment shall be as follows:
  - (1) The Municipality shall supply to the Subdivider an invoice with respect to the actual time, labour, equipment and material costs for the said Water Distribution System to the said Lands. The Subdivider shall pay to the Municipality for its time, labour, equipment and material costs for the said Water Distribution System as invoiced upon completion and prior to the activation of the said system.
  - (2) After the Water Distribution System is activated, the Subdivider shall pay the Municipality, for water used in accordance with the current water and sewer rate bylaw, and the Municipality shall render invoices for the amounts due and payable at such times and in such amounts as the Municipality, shall determine, and an interest rate of Prime Plus 3% per annum shall apply on all accounts not paid within thirty (30) days from the date of the invoice.

- d) The Subdivider, at its own expense shall install the Wastewater Collection System within the Subdivision and any adjacent lands owned by the Subdivider in a good, substantial and workmanlike manner in accordance with Municipality's Specifications and in accordance with plans, drawings and specifications approved, in Schedule "C", in writing by the Municipality or its Engineer; and by the Ministry of the Environment, Conservation and Parks or such of its successor(s) as has responsibility for this matter at the time of such approval (for the purposes of such approval the Subdivider shall provide the Municipality with two (2) copies thereof). As part of the process of preparing the above-noted plans, drawings and specifications in Schedule "C", the Subdivider at its own expense, shall provide the Municipality with a Functional Servicing Report satisfactory to the Municipality which shall include projected development population based on the Municipality's standards, calculations determining the wastewater demand based on the Municipality's design guidelines. This information will be used to complete modelling of the proposed wastewater system and the preparation of the associated reports, by consultants selected by the Municipality, at the Subdivider's expense.
- e) The Wastewater Collection System will include but not limited to all house services and other services from the property to the street lines, all appurtenances, pump stations in accordance with Municipality's specifications. The Wastewater Collection System shall be designed so that it is in accordance with the Municipality's specifications that are in effect at the time of this Agreement. Prior to the acceptance of this Wastewater Collection System is constructed by the Subdivider, the Municipality may connect to or authorize connection into the said system, but such connections shall not constitute acceptance of the system by the Municipality. All the works installed for the Wastewater Collection System shall be constructed and installed under full time supervision of a Professional Engineer employed by the Subdivider. No work specified in the Agreement or in the specifications shall be carried out unless there is a Professional Engineer employed by the Subdivider to ensure that all work is being completed in accordance with the specifications approved by the Municipality.
- f) The Municipality shall charge the Subdivider its cost, on a time and material basis for all the work it completes to facilitate the installation of the Wastewater Collection System which payment shall be as follows:
  - (1) The Municipality shall supply to the Subdivider an invoice with respect to the actual time, labour, equipment and material costs for the said Wastewater Collection System to the said Lands. The Subdivider shall pay to the Municipality for its time, labour, equipment and material costs for the said Wastewater Collection System as invoiced upon completion and prior to the activation of the said system.
  - (2) After the Wastewater Collection System is activated, the Subdivider shall pay the Municipality, for water used in accordance with the current water and sewer rate bylaw, and the Municipality shall render invoices for the amounts due and payable at such times and in such amounts as the Municipality, shall determine, and an interest rate of Prime Plus 3% per annum shall apply on all accounts not paid within thirty (30) days from the date of the invoice.
- g) Pursuant to the Safe Drinking Water Act 2002S.O. 2002 C 32 and the regulations made thereunder, the Municipality has been issued a Drinking Water Works Permit (DWWP) and a Municipal Drinking Water License (MDWL) both of which are updated from time to time pursuant to the regulations. The Subdivider /Owner shall comply with the requirements of the most recent Permit and License with respect to all designs and works affecting the water distribution system, to the satisfaction of the Municipality. The Subdivider/Owner shall be responsible to obtain the most recent Permit and License from the Municipality.

## **7. ELECTRICAL DISTRIBUTION SYSTEM**

The Subdivider or the Subdivider's Agent, Entegrus Power Lines Inc. or Hydro One Networks Inc., shall install the necessary Electrical Distribution System, including the secondary connections to the lot lines of the Subdivision Lands.

The Subdivider or the Subdivider's Agent, Entegrus Power Lines Inc. or Hydro One Network Inc. shall supply all labour, equipment and material for this work.

**8. STREET LIGHTING**

The Subdivider or the Subdivider's agent, Entegrus Power Lines Inc., Hydro One Networks Inc., shall install street lighting in accordance with the design, location and specifications of the Municipality, being in accordance with the Design and Construction Standards of the Entegrus Power Lines Inc. or Hydro One Network Inc. and such street lighting shall include aluminum poles and fixtures. The Subdivider shall install all street lighting in accordance with the drawings provided to the Municipality.

**9. GRADING**

- (a) The Subdivider shall provide the Municipality with a Site Grading Plan as part of Schedule "C". The Site Grading Plan shall only be implemented subject to the approval of the Municipality and the SCRCA. The Site Grading Plan shall address safe access. The Subdivider shall grade the Subdivision and thereafter maintain, or cause to be maintained, the elevation and grades of the Subdivision in general conformity with the Site Grading Plan and to the satisfaction and approval of the Municipality and the Engineer. Each and every lot shall be graded to permit surface water to runoff from all areas of the lot and from adjoining lots so as to reach Municipality drains, swales, natural watercourses, ditches, stormwater management facilities as the case may be, in general conformity with the Site Grading Plan and to the satisfaction and approval of the Municipality.
- (b) The final grading design shall ensure that the underside of house footing foundations will be a minimum of 100 mm above the highest water table surface, as inferred from water levels in all available on-site monitoring wells, measured over a period of no less than 18 months that includes two full spring seasons of data results and considers all current data if more is available over multiple years, all to the satisfaction of the Municipality.
- (c) Within nine (9) months of the issuance of Certificate of Occupancy by the Municipality for any dwelling constructed on a lot the Subdivider shall provide a lot grading certificate from an Ontario Land Surveyor or a civil engineer certifying that the final grading of the lot and all appurtenant drainage works and facilities have been constructed and/or completed in accordance with the Site Grading Plan.
- (d) Thereafter the Subdivider agrees that at any time and from time to time, the Municipality or its agents may enter onto any lot within the Subdivision for the purpose of determining if the elevations and grades, required by the Site Grading Plan and this Agreement have been maintained by the Subdivider. Where such grades or elevations are not being maintained and the Subdivider fails to establish such grades and elevations in accordance with the Site Grading Plan and this Agreement following written notice from the Municipality or its agents, the Municipality may enter on such lot from time to time and undertake such works as may be necessary or desirable to reestablish such grades or elevations and the cost thereof shall be paid by the Subdivider to the Municipality.

**10. STORMWATER MANAGEMENT**

The Subdivider shall provide to the Municipality a Stormwater Management Plan, a Sediment and Erosion Control Plan, and Final Detailed Servicing and Grading Plans as part of Schedule "C". As part of the process of preparing the above-noted plans, drawings and specifications in Schedule "C", the Subdivider at its own expense, shall provide the Municipality with a Functional Servicing Report satisfactory to the Municipality which shall include projected development population based on the Municipality's standards, and calculations determining the stormwater demand based on the Municipality's design guidelines. This information will be used to complete stormwater modelling of the proposed stormwater system and the preparation of the associated reports, by consultants selected by the Municipality, at the Subdivider's expense. The Stormwater Management Plan shall address infiltration of roof top runoff and ensure that water quality is maintained. The Stormwater Management Plan, the Sediment and Erosion Control Plan, and the Final Detailed Servicing and Grading Plans must be approved by the Municipality, the Engineer, the Ministry of the Environment, Conservation and Parks or such of its successor(s) as has responsibility

for this matter at the time, the SCRCA and any other third party as required by law. The approved sediment and erosion control measures shall be in place prior to any work being undertaken on the subject Lands. Environmental protection measures recommended in the Stormwater Management plan required above that are not capable of being addressed under the *Ontario Water Resources Act*, shall be implemented by the Subdivider under this Agreement. The Subdivider shall, in accordance with the Stormwater Management Plan, and the Sediment and Erosion Control Plan, and to the satisfaction and approval of the Municipality:

- (a) Cause storm drainage to be disposed of in accordance with the terms and conditions of a Certificate of Approval issued by the Ministry of the Environment, Conservation and Parks or such of its successor(s) as has responsibility for this matter at the time, if such Certificate of Approval is required, and in accordance with the specifications of the SCRCA, if required, and in accordance with the Stormwater Management Plan;
- (b) Construct and install storm sewers and appurtenances, stormwater management facilities, catch basins and leads in accordance with the Stormwater Management Plan sufficient to drain the Lands, the adjoining lands owned by the Subdivider, and Strathmere Lodge pursuant to Section 17(s) herein; and further to provide connections for any future storm sewers as may be required by the Municipality;
- (d) Implement construction fencing, and sediment and erosion control measures in accordance with the Final Stormwater Management Plan and with the Sediment and Erosion Control Plan and the drawings of the Engineering Plans. All sediment and erosion control measures shall be in place prior to site alteration and shall remain in place until site development is complete;
- (e) Provide the Municipality with all easements across the Subdivision for the purpose of the Stormwater System and of any drainage works that may be required to provide an approved outlet for stormwater and to protect any natural watercourse. This shall include, but is not limited to, the obligation of the Subdivider to ensure that the stormwater easements remain free from all encroachments and encumbrances;
- (f) Receive written permission from the SCRCA under Ontario Regulation 171/06 pursuant to Section 28 of the *Conservation Authorities Act* for any stormwater management outlets to the drainage corridor.
- (g) That prior to final approval of the Plan, that the Subdivider shall obtain any necessary approval(s) under the *Drainage Act* to facilitate legal outlet to discharge stormwater.
- (h) The Subdivider provide a stormwater outlet for the Trillium Village (600 Saulsbury Street) property with the appropriate easements, pursuant to the Oversizing Report attached hereto as Schedule "K", to the satisfaction of the Municipality.

The Municipality shall have the right pursuant to this Agreement to require the Subdivider to change the proposed location or elevation of Dwelling Units in the event of any unforeseen fluctuations in the water table. The Municipality agrees that it will not exercise this right without consulting the Municipality's Engineer, the Subdivider or its Professional Engineer.

## **11. UTILITIES**

- (a) Prior to occupancy, the Subdivider shall arrange to have telecommunication, natural gas, and hydro companies, such as, Enbridge Gas, Entegrus Power Lines Inc., Hydro One Network Inc. and any public authority having jurisdiction to design and install infrastructure in locations approved by the Municipality and at no expense to the Municipality. Such infrastructure shall include all telephone, hydro, natural gas and other utility infrastructure. All utility infrastructures must be installed underground. The Subdivider shall enter into an agreement with the appropriate service providers for the installation of underground communication / telecommunication utility services for the Lands to enable, at a minimum, the effective delivery of the broadband internet services and communication / telecommunication services for 911 emergency services.

- (b) Prior to final approval of the Plan, arrangements shall be made to the satisfaction of the Municipality for the relocation of any utilities that may be required as a result of the development of the subject Lands, and such relocation shall be undertaken at the sole expense of the Subdivider.
- (c) The Subdivider may submit to the Municipal Engineer, executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation. If the Municipal Engineer is satisfied that utilities and street lighting will be installed and completed prior to the occupancy of any units in the case of utilities and within six (6) months of written notification that building permits are available in the case of street lighting, the Municipal Engineer may, issue written notification that building permits are available, subject to section 21.

**12. CANADA POST**

The Subdivider agrees to construct and install a super mailbox or such other mailbox as may be required by Canada Post and the Municipality in a location and in accordance with specifications to be determined by the Municipality and Canada Post, and if necessary the Subdivider shall enter into an agreement with Canada Post Corporation for the installation of community mailboxes.

**13. DESIGN AND SUPERVISION**

The design and supervision of the installation of Services and the preparation of contracts, plans, specifications and estimates shall be provided by a Professional Engineer, retained by the Subdivider, who shall be approved, in writing, by the Municipality's Engineer or its agent. For greater certainty, the Municipality agrees and acknowledges that B.M. Ross and Associates Limited is approved for such purposes.

All Services shall be installed strictly in accordance with the Municipality Specifications, contained in this Agreement, its schedules, and in accordance with contracts, specifications of the Professional Engineer and under the supervision of the approved Professional Engineer. The Professional Engineer shall provide full-time onsite inspection of all construction of the work as defined in this agreement. The said engineer shall file with the Municipality, in writing, an undertaking with respect to the work, which undertaking shall include provision of the Engineer's Certificate that the execution of the work is in accordance with the Plans and Specifications. The Professional Engineer shall also file, in writing, a notification of Start of Construction with the Municipality. All contractors employed to install any of the Services must be approved, in writing, prior to the commencement of the work by the Engineer and the Municipality.

Should any of the drawings listed in Schedule "C" of this agreement require changes as construction progresses, the Subdivider shall submit revised plans to the Municipality for review and approval. Subdivider agrees that no work shall be completed until the revisions are approved to the satisfaction of the Municipality.

Those services which are to be assumed by the Municipality will have the cost of completion identified in a statement certified by a duly qualified Ontario Architect or Consulting Engineer that will be satisfactory to the Municipality. The statement described will be a cost of construction summary as attached as Schedule "G" of this Agreement. Such summary shall be estimates provided by the Subdivider to confirm the value of services to be installed and assumed by the Municipality as tangible capital assets when assumed by the Municipality pursuant to section 29 at which time, along with the completion of "as constructed drawings" the actual value of the tangible capital assets being assumed by the Municipality shall be included as a revised Schedule "G".

**14. LIABILITY INSURANCE**

Before commencing any of the work provided for herein, the Subdivider shall supply the Municipality with a Comprehensive General Liability Insurance Policy with limits to Five Million Dollars (\$5,000,000.00) in a form showing the Municipality, and its agents if applicable, as named Assureds indemnifying the Municipality, and its agents if applicable, from any loss arising from any claims for damages, injury or otherwise in connection with the work done by or on behalf of the Subdivider. The said insurance policy must include a provision confirming that the policy shall not be cancelled without

providing the Municipality with fifteen (15) days written notice of the insurer's intention to cancel the policy.

**15. LANDS FOR MUNICIPALITY PURPOSES**

- (a) The Subdivider agrees to grant, in fee simple, free of charge and free of all encumbrances, unto the Municipality, the land set forth in Schedule "D" and Schedule "E" hereto for the specified purposes of Municipality, other than roads (in accordance with the Planning Act, R.S.O. 1990 c. P13, as amended) and as indicated on the attached Draft Plan of Subdivision.
- (b) The deeds for the said Lands, easements, Street A (McTavish Street), Street B (Beer Crescent), Street C (Pembleton Street), Street D (Small Crescent), Block 137, Block 138, Block 139 and Block 140 described in Schedule "D" and Schedule "E" hereto, are to be approved by the Municipality's before execution by Council of this Agreement.
- (c) The Subdivider covenants and agrees that land conveyed to the Municipality under Schedule "D" and Schedule "E" of this Agreement will not be used by the Subdivider for the storing of any material without the written consent of the Municipality's Engineer and that the said Subdivider will restrain all others from depositing any material on the lands conveyed to the Municipality under Schedule "D" and Schedule "E" of this Agreement, and further covenants and agrees to remove any such material so deposited immediately when so directed by the Municipality's Engineer and at the Subdivider's own expense.
- (d) The Subdivider shall dedicate and convey to the Municipality Street Street A (McTavish Street), Street B (Beer Crescent), Street C (Pembleton Street), Street D (Small Crescent) for municipal street purposes, and shall be shown and dedicated to the Municipality as a public highway.
- (e) The Subdivider shall convey to the Municipality, free of encumbrance and to the satisfaction of the Municipality, 5% (five percent) of the entire property (less the area covered by hazards) being 13.71 ha in size to the Municipality for park purposes including but not limited to Block 140. For greater certainty, 0.686ha is to be conveyed to the Municipality pursuant to the foregoing sentence. Block 140 shall be in Base Park condition. If the parkland dedication is less than 5% of the land, the Subdivider shall provide the balance of their parkland dedication in a future phase of the development or as a cash-in-lieu of parkland dedication to the Municipality pursuant to Section 51.1 of the Planning Act.
- (f) The Subdivider shall, at the time of assumption by the Municipality, convey Block 137 to the Municipality for stormwater management purposes.
- (g) Dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 metre reserves and the Subdivider shall dedicate and convey such reserves as well as Block 138 & 139 to the Municipality as public highways, to be conveyed to and held in trust by the Municipality. All road allowances included in the Plan shall be shown and dedicated to the Municipality as public highways.

**16. EASEMENTS**

The Subdivider agrees that easements as may be required for access, utility, servicing, the Stormwater System, or drainage purpose shall be granted to the appropriate agency. The Subdivider further agrees to the preparation, execution and registration at the Land Titles Office for Middlesex No. 33, at its expense, concurrently with the registration of Plan of Subdivision (prior to the registration of any Deeds of Transfer or of any liens, mortgages or other charges) a Grant of Easement required as shown in Schedule "F" to the Municipality or its agent, and Bell Canada or other utility whereby they shall have the right, license and authority at all times to:

- i) Enter with or without vehicle, machinery or other equipment and material and to construct, repair, replace, remove, operate and maintain their lines of electricity and telephone respectively, including all necessary poles, anchors, conductors, wires, cables, conduits, and other fixtures upon, over, along and under and across all lands shown as "Utility Easements" on the said Plan, together with rights such as may be necessary to obtain unobstructed access, ingress and egress over all lands shown on the said Plan, to and from public highways, to

and from the said lines of electricity and telephone respectively to be constructed, repaired, replaced, removed and operated and maintained;

-and-

- ii) To enter with or without vehicle, machinery or other equipment and material and to construct, repair, replace, inspect, operate and maintain the Municipality's storm sewers, stormwater management facilities, drains and sanitary sewers, including all necessary fixtures for all purposes, upon, over and along and across the said lands shown as storm or sanitary sewer easements on the said Plan, together with rights such as may be necessary to obtain unobstructed access, ingress and egress over all lands shown on the said Plan, including but not limited to the stormwater easements, to and from public highways; to and from the said stormwater management facilities, catch basins, storm sewers and drains and sanitary sewers, respectively to be constructed, repaired, replaced, removed and operated and maintained;

-and-

- iii) To trim, fell or remove any trees or brush upon the said Utility Easements so as to keep the said lands and/or lines clear therefrom;

-and-

- iv) To trim any trees or brush upon the property adjacent to the easements so as to keep the said electricity and telephone lines clear from any trees for a distance of at least four feet (one point two (1.2) metres).

## **17. SPECIAL CONDITIONS**

In accordance with the approval of the Corporation of the County of Middlesex, file number 39T-SC2302 the Subdivider and the Municipality agree to the following provisions:

### **Plan of Subdivision**

- (a) That this approval applies to the draft plan of subdivision prepared by Archibald, Gray & McKay Ltd. and signed by Robert Wood, OLS dated October 29, 2024, and showing the following:
  - 19 lots for street townhouse dwellings (Lots 1 to 19)
  - 102 lots for semi-detached dwellings (Lots 20-107 and 109-122)
  - 13 lots for single detached dwellings (Lots 108 and 123-134)
  - two (2) blocks for medium density residential (Blocks 135 and 136)
  - one (1) block for park land, open space, and stormwater management facilities (Block 137 and 140)
  - two (2) blocks for road reserves (Block 138 and 139) and
  - four (4) public road segments

### **Soils Investigation**

- (b) That prior to the installation of any site servicing or grading and prior to registration of the final plan or any phase thereof, submit for the approval of the Municipal Engineer, a detailed soils investigation of the site prepared by a qualified Geotechnical Engineer and the Subdivider shall remove any matter, which is determined during the soil investigation to be hazardous, at a time and in a manner to the satisfaction of the Municipality and the Ministry of the Environment, Conservation and Parks or such of its successor(s) as has responsibility for this matter at the time.

### **Endangered Species and Natural Heritage Features**

- (c) That prior to final approval, the Owner implement Development Assessment Report (dated October 30, 2023) and letter dated November 20, 2023, mitigation measures as follows:
  - a. That prior to final approval, an Erosion and Sediment Control (ESC) Plan prepared to satisfaction of Municipality.

- b. That prior to final approval, the ESC Plan be secured in the subdivision agreement and implemented on site.
- c. That prior to final approval, the owner has a review conducted by a qualified person, of all trees to be removed to confirm if there is bat habitat in the trees. MECP is to be consulted if trees with bat habitat are found.
- d. That prior to final approval, homeowner's package be prepared by a qualified person.
- e. That prior to construction, a tree protection fencing, and construction limit fencing be installed along the Cable Drain and along the existing hedgerow as described in the DAR.
- f. The prior to final approval, the owner shall prepare a mitigation action plan that will include: i) measures to be put in place to mitigate any impact of invasive plants on the natural features and any impacts construction activities may have on root zones of any mature trees, and ii) There is a concern regarding bats in the vicinity of Albert Street. Bat habitat will be protected, and bat habitat will be replaced/augmented with bat houses.
- g. That prior to the last phase of the draft Plan, the owner shall finalize the enhancements to the natural heritage corridor with a substantial buffer of 30 metres from the top of bank as shown on Figure 6 (October 2023 DAR). The buffer will be re-naturalized with native trees, shrubs, grasses, and forbs that are intended to provide cover, nesting habitat, and food. As well, additional wildlife features such as brush piles, water collecting swales, bat houses and blue bird houses will part of this approach. This will be completed to the satisfaction of the municipality.
- h. No vegetation clearing or grading between April 1 and August 31 shall occur, to limit disturbances to nesting activities of birds and no vegetation clearing between April 1 to September 30 shall occur, for tree removal to occur outside the bat maternity window.
- i. If Species At Risk are found or are occasionally encountered during construction activities an ecologist will be brought to the site to review the situation with the municipality and applicable Provincial ministry. A plan to remedy the situation such as ceasing activities temporarily or shifting these to a more appropriate time will be put in place to protect SAR activities and habitat. As well, fencing or hoarding may be put in place to direct SAR and to keep construction activities away from SAR corridors and habitat.
- j. That the owner acknowledges and agrees that any trees with bat habitat area considered potential habitat for SAR bats. As such bat habitat in trees to be removed shall be identified prior to removal, and MECP consulted if trees with bat habitat area to be removed.
- k. That the subdivision agreement includes a clause that all removed trees shall be replaced with new trees at a 2:1 ratio, with new trees of an indigenous species.
- l. That the subdivision agreement includes a clause that the owner include in the property covenant for each lot in this subdivision the use of road salt will not be allowed and private streets and sidewalk maintenance shall use sand and stone dust only. That this will be included in a future condominium or site plan approval conditions.
- m. That the subdivision agreement includes a clause that all preexisting storm Flow will be re-routed through new facilities with sufficient capacity prior to development. Larger capacity storm sewers will replace older storm sewers on Napperton Drive from County Lane to the Cable Drain crossing. As a section of Block 136 is within the regional floodplain, the flood volume filled was calculated with a cut-fill analysis. The volume filled has been replaced with a cut volume greater than the required fill volume. The location of the cut area has been determined in coordination with SCRCA to restore this area to a more natural condition.

- n. That the subdivision agreement includes a clause that as per the Functional Servicing report, stormwater quality will be addressed through a combination of lot level and end-of-pipe quality control measures in the development. This will include the use of perforated rear-yard catch basins will allow for more groundwater exfiltration of smaller events, better representing the existing hydrological cycle within the area.

#### **Homeowners Information Package**

- (d) That the Subdivider prepare a Homeowners Information Package regarding the environmental significance of the natural woodland and wetland features of the area. Such Homeowners Information Package shall be to the satisfaction of the SCRCA and shall include educational information regarding the protection of species at risk, the adjacent wetland and best management practices related to de-icing materials, excessive irrigation, fertilizer use, sump-pump usage, pool water treatment prior to drainage of pools, pool drainage and appropriate discharge locations as factors in maintaining water quality and quantity. Such Homeowner's Information Package shall be provided to every person who makes an offer to purchase any property within this plan of subdivision before such person is bound by an agreement to purchase such property. Such Homeowners Information Package is attached as Schedule "H".

#### **General Requirements**

- (e) The Subdivider shall satisfy all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to the provision of roads, temporary roads and turning circles, pedestrian walkways, grading and drainage, basement elevations above groundwater influences and suitable locations for building envelopes, planting of trees, landscaping, fencing, buffering, street lighting and other amenities, the provision and installation of full municipal water and sanitary services, the installation of underground electrical services, and other matters of the Municipality respecting the development of these Lands (which shall not include payment of Municipal Development Charges as such payments shall be made by the builders), and the Subdivider shall provide for the Municipality to assume ownership and operation of these systems where appropriate.

#### **Assumption by Municipality of Stormwater Facilities**

- (f) Prior to assumption of the Stormwater Management Facility by the Municipality, the Subdivider shall provide for municipal assumption and ownership of any facilities required for the detention and enhancement of stormwater quality, and for the purpose of ensuring perpetual maintenance and operation; and the Subdivider shall implement all environmental protection measures recommended in the final stormwater management plan that are not capable of being addressed under the *Ontario Water Resources Act*.
  - a. Prior to the assumption of the Stormwater Management Facility by the Municipality, the Municipality shall have received for its review and approval a report which includes an Operational SWM Report completed by a Professional Engineer that advises on the following items, including but not limited to:
    - i. hydraulic operation of the facility (detention time, evidence or occurrence of overflows), condition of vegetation in and around facility, occurrence of obstructions at the inlet and outlet, evidence of spills and oil/grease contamination; and frequency of trash build-up;
    - ii. measured sediment depths (where appropriate) and clean out of sediment where necessary;
    - iii. additional conditions relevant to the long and short-term operation of the pond;
    - iv. recommendations for immediate maintenance, repair actions; and,
    - v. recommendations for a future annual inspection and maintenance program and an annual cost estimate for such.
  - b. Prior to assumption of the Stormwater Management Facility by the Municipality the facility shall be cleaned and all sediment removed as well as any immediate maintenance and repairs identified in the Operational SWM Report shall be completed to the satisfaction of the Municipality.

- c. Prior to assumption of the Stormwater Management Facility by the Municipality, such Stormwater Management Facility shall be fully constructed and operational, to the satisfaction of the Municipality.

#### **Archaeological Assessment**

- (g) That prior to final approval, the Subdivider shall carry out an archaeological assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property, save and except the Phase I lands, prior to the Ministry of Tourism, Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements. A licensed archaeologist shall provide a letter to the Municipality and the County indicating that there are no concerns for impacts to archaeological sites on the subject Lands. This is to be accompanied by a Ministry of Tourism, Culture & Sport letter indicating that the licensee has met the Terms and Conditions for Archaeological Licensing and that the report(s) have been entered into the Ontario Public Register of Archaeological Reports. *For greater certainty and the absence of doubt, the Subdivider shall be permitted to commence servicing and construction on the Phase I lands from the date of this Agreement, provided that no grading or other soil disturbances shall take place within the vicinity location 4 (AfHj-533) identified in the Stage 3 Archaeological Assessment for the Lands prior to the Ministry of Tourism, Culture and Sport confirming that all archaeological resource concerns for such location have met licensing and resource conservation requirements and, provided further that, until such confirmation, the Subdivider shall keep a construction fence 10 metres beyond the perimeter of location 4.*

#### **Approval of Conservation Authority**

- (h) That the Subdivider shall provide detailed design for any servicing works within the Conservation Regulation area, to the SCRCA for review and approval. Works within areas regulated under Ontario Regulation 152/06 may require permits from SCRCA. The Subdivider shall obtain such permits from the SCRCA, as required, all at the sole expense of the Subdivider.
- (i) Prior to final approval, the Subdivider shall undertake an evaluation of the stability and capacity of the downstream receiving channel demonstrating that the channel can accept runoff volumes to the satisfaction of the SCRCA.

#### **Street Names and Lot Addresses**

- (j) That the Subdivider shall name the streets and shall ensure that the lots are addressed to the satisfaction of the Municipality in consultation with the County of Middlesex Emergency Services.

#### **Construction Traffic**

- (d) That the Subdivider shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct that all construction vehicles or equipment associated with the construction of the subdivision, or related building construction be prohibited to the use of County Lane. The Municipality hereby agrees and acknowledges that Street 'A' (McTavish Street) on the Plan will serve as the construction access point. The Subdivider shall install barriers and signage as directed by the Engineer. The quality and nature of all barriers and signage, and temporary construction roads; and the location of such barriers, signage, and temporary construction roads shall be to the satisfaction of the Municipality and at the sole expense of the Subdivider. All plans for the routing of construction traffic shall be approved by the Municipality prior the commencement of any works.
- (k) Failure to post the signage identifying the construction haul road and/or any temporary construction roads including but not limited to the signage prohibiting construction traffic on the specified roads in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Subdivider.

- a. The Municipality may, in its sole and absolute discretion, implement measures to direct construction traffic to the appropriately designated haul roads, particularly as it relates to the use of existing road access for the purposes of construction activities, such measures if required, shall implemented by the Municipality, at the sole cost and expense of the Subdivider with all costs incurred by the Municipality being charged to the Subdivider.

### **Fencing**

- (l) The Subdivider, at its sole expense, shall install a privacy fence having a height of 1.8 metres, along the property boundary between Street A (McTavish Street) and property municipally known as 619 Albert Street from the front face of the existing home to the rear lot line to the satisfaction of the Municipality. The Subdivider shall also install a 1.8m board fence along the County Lane frontage at the time of site plan approval for block 136. The owner(s) of Block 136 (the "**Adjacent Lot Owners**") shall be solely responsible for all expenses related to the ongoing maintenance, repair, and replacement (as required to the satisfaction of the Municipality) of the fence located on and along their respective lots. The Municipality may charge the Adjacent Lot Owners for all expenses related to the ongoing maintenance, repair, and replacement of the applicable fence incurred by the Municipality from time to time, and such charges shall be enforceable by the Municipality against the owners of block 136 pursuant to s. 35 of this Agreement. Notice of responsibility for the expenses related to the ongoing maintenance, repair, and replacement of the applicable fence shall be provided to every person who makes an offer to purchase Block 136 before such person is bound by an agreement to purchase such property.

### **Obligations with respect to Adjacent Property Owner (Lands subject to application 39T-SC-1601)**

- (m) At the time of the servicing of the future phases of the Lands, the Subdivider shall coordinate the construction and extension of services and road improvements on Saulsbury Street as needed with the adjacent property owner on the north side of Saulsbury Street (Lands subject to application 39T-SC-1601) (the "**Adjacent Property Owner**"). All costs related to the works on Saulsbury Street shall be borne by the Subdivider and Adjacent Property Owner ("**Parties**") in a cost-sharing agreement. All works shall be completed to municipal standards and to the satisfaction of the Municipality. The Municipality shall insert a reciprocal provision in the Adjacent Property Owner's subdivision agreement obligating the Adjacent Property Owner to coordinate and enter into a cost-sharing agreement with the Subdivider in respect of all costs related to the works on Saulsbury Street.

### **Road Dedications Street**

- (n) That the Subdivider dedicates lands up to 10 m from the centerline of construction of Saulsbury Street across the subject lands to Strathroy-Caradoc for the purposes of road widening if the right of way is not already to that width, to the satisfaction of the Strathroy-Caradoc.
- (o) That the Subdivider dedicates lands up to 15 m from the centerline of construction of Albert Street across the subject lands to Middlesex County for the purposes of road widening if the right of way is not already to that width, to the satisfaction of the County.

### **Albert Street Road Improvements**

- (p) The Subdivider shall construct a left turn slip around lane to be constructed on Albert Street (County Road 39) at the intersection of Albert Street and Street 'A' (McTavish Street) of the subdivision. In lieu of such obligation to construct, the Subdivider shall enter into an agreement with the County of Middlesex in the form of an approved entrance permit from the County of Middlesex and the Subdivider shall pay the County of Middlesex \$25,000 at the time of issuance of the permit and such left turn slip around lane shall be constructed by the County of Middlesex at a future date at the discretion of the County Engineer.

### **Floodplain**

- (q) The Subdivider shall submit a final subdivision plan that shows all development is located outside the regulatory elevation plus a 0.3 metre freeboard or the meander belt measured as 30 metres from the centerline on either side of the drain (whichever is the greater setback), as per the final report (to be submitted) provided by Greck and Associates, to the satisfaction of the Conservation Authority and Municipality.
- (r) The owner shall provide engineering grade details that confirm that the safe ingress/egress be demonstrated for driveways, laneway, and streets that the elevations allow access in a flood situations to meet the MNR technical guide to the satisfaction of the SCRCA and Municipality.

**Strathmere Lodge Stormwater Management**

- (s) The Subdivider shall provide stormwater management details for the water runoff from Strathmere Lodge (599/603 Albert Street), to the satisfaction of the Municipality. The Owner shall construct the stormwater management system on the Strathmere Lodge property to the satisfaction of the Municipality and receive confirmation that the County of Middlesex has accepted the system.

**Dewatering Activities**

- (t) The Subdivider shall be solely responsible for any and all damage related to the Subdivider's activities associated with the development of the Lands and including but not limited to the Subdivider's activities subsequent to the issuance of Dewatering Permits/Permits to Take Water, and the Subdivider shall be solely liable and shall at its sole expense, repair all such damage including but not limited to damage to public and private infrastructures, tributaries, ponds, and domestic water sources in the areas surrounding the Lands; and such damage shall be repaired to the satisfaction of the Municipality. The Subdivider shall mitigate noise related to dewatering activities. The Subdivider shall adhere to the terms and conditions of the 'Analysis of Probable Dewatering Requirements and Impact Assessment, Wilson Associates, dated November 1, 2024. The Subdivider shall monitor dewatering discharge to the cable drain during construction of the stormwater management facility and take appropriate action, including but not limited to terminating dewatering, during rain events.

**18. RESERVES AND ROAD WIDENINGS**

The Subdivider shall dedicate and convey to the Municipality Block 138 and 139, Street 'A' (McTavish Street), and 0.3 metre reserves as shown in the Plan, as set out above in section 15(g) of this Agreement.

**19. ENTRANCE TO LOTS**

The Subdivider hereby agrees that the driveways for all lots shall be in a location, width and design, approved by the Municipality. Further all driveways for all lots in the Plan should be located in a manner that will minimize the amount of snow that will accumulate in each lot's driveway.

**20. GENERAL OBLIGATION**

The Subdivider shall satisfy all the requirements, financial and otherwise of the Municipality, concerning the provision of Services.

**21. BUILDING PERMITS AND CONTRACTS**

The Subdivider shall not apply for, nor shall any person claiming title from them, or under their authority, apply for a building permit to construct a dwelling or other building on any lot or block shown on the plan and no building permit for the development or redevelopment of any lot or block as shown on the plan shall be issued until:

- (a) construction of Services in accordance with section 2(a)(i) is completed to the satisfaction of the Engineer;
- (b) proper securities have been provided pursuant to section 32;
- (c) certification in substantially the form set out in Schedule "I";

- (d) a video camera inspection (CCTV) of all storm and sanitary sewers accompanied by a report from the inspection company;
- (e) conformation that all deflection testing was completed on all PVC sewers using suitable mandrel testing in accordance with Ontario Provincial Standards Specifications; and
- (f) confirmation that the lot to be built on meets the requirements of the Zoning Bylaw.

Once the Engineer has satisfactorily confirmed items 21(a) to 21(g), the Municipality shall issue written notification to the Subdivider that building permits maybe be applied for.

## **22. MARKING OF LOTS AND SIGNAGE**

- (a) All building lots shall be plainly marked with their lot number and house number from the time construction starts in the Subdivision, in accordance with section 2(a)(i)(h). This can be done initially with a printed marker on a stake at the front of the lot and when the building has progressed sufficiently, the marker can be fastened to the front wall of the building so as to be legible from the roadway on which the lot fronts. All such signage shall be to the satisfaction of the Municipality.
- (b) The Subdivider further agrees to erect temporary signage on each street/road displaying the name of such street /road and temporary traffic signage, in accordance with section 2(a)(i)(h), and in a manner clearly visible to the travelling public and emergency services, all in accordance with Municipal standards and to the satisfaction of the Municipality. All such signage shall be at the sole expense of the Subdivider.
- (c) The Subdivider further agrees to erect signs at the entrances to the Subdivision stating that the Subdivider is responsible for the maintenance of the roads and Services until such are accepted by the Municipality and stating the date that the Services will be completed.
- (d) The Subdivider agrees with the Municipality that prior to applying for a certificate as provided in section 29, the Subdivider shall furnish the Engineer with a certificate by a registered Ontario Land Surveyor that he has found or replaced all 1"x1" standard iron bars or survey monumentation as shown on Registered Plan.

## **23. NEW SUBDIVISION TREES**

In accordance with section 2(a)(ii)(i) and section 17(c) this Agreement, the Subdivider, in consultation with the Municipality, shall plant trees in the proposed subdivision. Such trees shall be planted in accordance with the plans, drawings and specifications approved, in Schedule "C".

All planting will be done in accordance with the Municipality's Tree Planting Policy and the Municipality's Guideline for Tree Planting, as amended, and in accordance with applicable by-laws.

## **24. ROAD MAINTENANCE**

If any dwelling unit becomes occupied adjacent to the roads or parts thereof, that have not received pavement, the Subdivider agrees to maintain the gravel bases in a smooth condition, free of bumps and potholes and to control dust by a method suitable to the Municipality. In the event that any of these adverse conditions occur, and should the Subdivider fail to correct the said conditions within twenty-four (24) hours of being notified by the Municipality of the condition, the Municipality may take the necessary action to correct the situation and any costs incurred by the Municipality shall be charged to the Subdivider.

## **25. WINTER MAINTENANCE**

The Subdivider shall be responsible for all winter road maintenance. The Municipality may but is under no obligation to, at the Subdivider's expense, undertake winter maintenance of roads within the lands, but the doing of such work by the Municipality

shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Municipality be deemed to have accepted or assumed such roads. Until the works and Services are completed and finally accepted by the Municipality by a by-law, the Subdivider shall remain responsible for rectification of any damage to the works and Services which may occur in the course of winter maintenance operations whether by the Municipality or by others.

**26. INTERIM COSTS FOR MAINTENANCE**

The Subdivider agrees that the Municipality will be paid for any road maintenance, such as snow plowing, salting of the roads and other road maintenance, that is completed by the Municipality prior to the Municipality's assumption of the public highways set out in the Plan and the Services. The Subdivider agrees that the Municipality will be paid for any electrical charges relating to street lighting or maintenance of the same, prior to acceptance by the Municipality of such lighting. Any such interim and minor road maintenance by the Municipality shall not constitute assumption of the said road and the Municipality shall only be deemed to assume the road by bylaw.

**27. GENERAL MAINTENANCE**

The Subdivider agrees to keep all lands in the Subdivision and within Two Hundred Feet (200') (Sixty point ninety-six metres 60.96 m) of the Subdivision, which are owned by the Subdivider, free and clear of all rubbish, debris and any unusable materials. Should any such material accumulate on the Subdivider's property, the Subdivider shall have it removed within forty-eight (48) hours of receiving notice from the Municipality that the condition exists. In the event that the Subdivider does not correct the condition within forty-eight (48) hours, the Engineer shall remove the rubbish or material and any costs incurred shall be charged to the Subdivider.

The Subdivider shall carry out or cause to be carried out to the satisfaction of the Municipality all required watering, weed cutting and grass cutting on the Subdivision both prior to during and after development.

The Subdivider shall keep the Lands tidy during construction so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent and in the vicinity of the development are kept clean of mud and debris, all to the satisfaction of the Municipality.

**28. ENTRY ON LANDS**

It is understood and agreed between the parties hereto that the Municipality's entry upon the above-described Lands shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Services by the Municipality or the Commission.

**29. ACCEPTANCE, MAINTENANCE AND ASSUMPTION OF THE SERVICES**

**Certificate of Acceptance**

Upon completion of the construction and installation of the Services, upon compliance with the Subdivider's ongoing obligations to the satisfaction of the Municipality, the Subdivider may submit to the Municipality a Certificate of Completion. The Certificate of Completion shall include the following:

- (a) A Completion Certificate in the form substantially set out in schedule "J" from the Professional Engineer certifying that the Services have been carried out in conformance with the approved plans and specifications outlined in this agreement
- (b) any deficiencies identified by the Municipality during its inspection have been completed or repaired
- (c) dwellings have been completed on at least 85% of the lots as shown on the plan

- (d) a video camera inspection (CCTV) of all storm and sanitary sewers accompanied by a report from the inspection company completed within no more than sixty (60) days before the submission to the Municipality for the Certificate of Acceptance
- (e) a certificate issued by the Professional Engineer that all water valves, curb stops and hydrants have been inspected for operation
- (f) a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars, iron bars, and survey monuments as shown on the Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Certificate of Acceptance
- (g) a package including a Final Lot Grading Certificate issued by the Professional Engineer for each lot and block on the plan certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision grading plan
- (h) "as-built" drawings for the works and Services in digital AutoCAD and PDF format and two (2) full sized paper drawings

Upon completion of items (a) to (h) above, the Municipality shall issue the Certificate of Acceptance thereby commencing the one (1) year warranty period.

#### **Warranty Period**

From the date of the Municipality's issuance of the Certificate of Acceptance, the Subdivider shall maintain the Services for a period of one year and provide the necessary guarantees and the requisite security thereof, required under section 32 herein.

#### **Assumption**

On the one year anniversary of the date of the Municipality issuance of the Certificate of Acceptance and upon being satisfied that the Services have been constructed and installed according to the Municipality's specifications, standards and requirements and that all grades and levels have been established to the satisfaction of the Engineer, the Municipality shall assume the Services by bylaw, at which time the ownership of the Services shall vest in the Municipality and the Subdivider shall have no claim or rights thereto, other than those accruing to it as a subdivider of land abutting on streets on which the Services are installed.

The Services shall not be assumed by bylaw until:

- (a) the Municipality's council has received and adopted a written report by the Engineer that all the above Services have been constructed or installed to Municipality specifications and that other Municipality departments, which are concerned, have been informed of these matters; and
- (b) the Subdivider has provided the Municipality with satisfactory evidence that all persons owed money by the Subdivider in connection with the Services have been paid in full.
- (c) The improvements in Schedule "C" and cost of completion in Schedule "G" will be identified in a statement certified by a duly qualified (Ontario) architect or consulting engineer satisfactory to the Municipality. Such statement shall be used to establish the amount of security required by the Municipality pursuant to section 32 of this Agreement and shall identify separately the value of the works where it is to be assumed by the Municipality as part of its infrastructure. The said estimate shall be provided by the owner to confirm the value of services as tangible capital assets when assumed by the Municipality as more particularly described in Schedule "C" and Schedule "G".
- (d) The Stormwater Management Facility has been cleaned out and repaired as per section 17(f) of this agreement.

**30. PAYMENT OF TAXES AND OTHER CHARGES**

- (a) The Subdivider agrees to pay arrears of taxes outstanding against the property herein described before the final approval of the said Plan is obtained.
- (b) The Subdivider further undertakes and agrees to pay all taxes levied, or to be levied, on the said Lands on the basis and in accordance with Assessment and Collector's Roll entries.
- (c) The Municipality agrees to pay the annual charge on all hydrants, after the Water Distribution System has been put in operation.
- (d) The Subdivider agrees that the Municipality shall be entitled at any time that the Subdivider is in default in making any payment required by this Agreement, including but not limited to the maintenance described in Sections 24, 25 and 26 to add the total amount payment to the Tax Collector's Rolls for lands (retained by the Subdivider) and the Municipality shall be entitled to recover the sum so added by action or in like manner as municipal real property taxes.

**31. NOTIFICATION TO PURCHASERS**

The Subdivider and the Municipality shall ensure that persons who first purchase the subdivided land after the final approval of the plan of subdivision are informed, at the time the land is transferred, of all of the development charges related to the development, pursuant to Section 59(4) of the *Development Charges Act*. The Subdivider further agrees to furnish, or cause to be furnished in each and every Agreement of Purchase and Sale of land within the subdivision a list of those Services included in the purchase, specifying those installed and those to be installed at no additional cost.

**32. SECURITY ARRANGEMENTS**

The Subdivider agrees to file with the Municipality, prior to the execution of this Agreement by the Municipality, an Irrevocable Letter of Credit, or other security reasonably acceptable to the Municipality, in the principal sum of One Hundred Per Cent (100%) of the estimated costs of the Services as set out in sections 2 (a)(i) and 2(a)(ii) for Phase I, Services to be installed before building permits are issued, in accordance with the specifications set out on attached Schedule "C" and to pay such fees as are required by the Municipality before obtaining the final approval of the said Plan by the County of Middlesex.

The Subdivider covenants and agrees that the said security shall be kept in full force and effect and that they will pay all premiums as they become due, provided that, upon completion of the Services for Phase I described in sections 2(a)(i) and 2(a)(ii), the security for such Services shall be released by the Municipality, in part, from time to time, as such Services are accepted, subject to a holdback sufficient, in the Municipality's reasonable opinion, to protect the Municipality in accordance with the provisions of the *Construction Act*, 1990, c. C.30.

The Letter of Credit, or other security shall not be released below 10% of its original value at any time until the end of the warranty period as described in this agreement.

**33. PAYMENT OF COSTS**

The Subdivider agrees to pay forthwith, on demand, all Engineering, Planning and Solicitor's fees and Disbursements incurred by the Municipality, in any way arising out of the Agreement, including, but not limited to:

- i) The preparation of this Agreement and all other deeds, conveyances, agreements and the registration fees of any or all such documents;
- ii) Review of plans and specifications;
- iii) Surveys and a site inspection and advice and services on the correction of deficiencies;
- iv) Preparation of schedules for cost-sharing and oversizing;

- v) All other legal, planning or engineering services required by the Municipality to ensure the due performance of all works and Services as provided in or contemplated by this Agreement.

The Municipality agrees to provide evidence of such costs and expenses to the Subdivider when requesting payment.

The Subdivider agrees to deposit with the Municipality, at the time of execution of this Agreement an additional or increased Irrevocable Letter of Credit to that described in section 32 in an amount prescribed by the Municipality to be applied in default of payment to the Municipality's costs incurred for engineering, planning, legal and survey services and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including without limitation the negotiations leading to and the preparation of this Agreement and the costs arising out of the realization upon any security given hereunder.

**34. DEVELOPMENT CHARGES**

The party applying for a building permit shall pay to the Municipality, in respect of each lot, at the time of issuance of each building permit, the current development charge for each lot on the Plan, which development charge for each lot will be subject to change in accordance with the Development Charges By-law in existence from time to time passed pursuant to the Development Charges Act. No building permits shall be issued until these development charges are paid in full for each lot to be built upon. Payment of development charges at the time of issuance of each building permit shall represent payment in full of all obligations of the party applying for a building permit under the Municipal Development Charges Bylaw. The development charges referred to above do not include any charges imposed by any third parties. The Subdividers agrees to notify purchasers and/or builders regarding applicable development charges as described in this section 34.

**35. TIME LIMITS**

- (a) The Final Plan of Subdivision shall be registered by the Subdivider within thirty (30) days of its approval by the County and the Subdivider shall thereafter wholly at its own expense, construct, install and promptly pay for the Services referred to herein and shall commence the said construction and installation not later than the First Anniversary of the Date of Approval of the Plan by the County.
- (b) Phase I must be wholly serviced, within eighteen (18) months of the registration of the Plan of Subdivision.
- (c) In the event that the Subdivider fails to install the Services for Phase I within the time limited herein, or having commenced, in respect of Phase I, to install the Services, fails or neglects to proceed so as to complete the installation within the time limit specified above, or in the event that the aforesaid Services are not being installed in the manner required by the Municipality's Engineer or the Municipality, as the case may be, the Municipality may, upon giving thirty (30) days written notice by prepaid mail to the Subdivider requiring the Services to be completed or installed in the manner specified by the Municipality's Engineer or the Municipality, enter upon the said Lands and proceed to supply all materials and to do all the necessary work 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 the specifications and to charge the Subdivider the costs thereof, such costs to be recovered from the Letter of Credit. Provided however that if the Subdivider remedies the alleged default within such 30 day period, or if such default cannot be cured within such 30 day period, but the Subdivider commences to remedy the alleged default within such 30 day period, and thereafter diligently and expeditiously continues with remedying the alleged default, the Municipality shall not itself carry out the necessary work in connection with the installation of such Services, except in an emergency situation. If there are insufficient securities to complete such work taking into account the maintenance Letter of Credit referred to in section 32, which sum shall not be expended, upon giving thirty (30) days written notice by prepaid mail to the Subdivider that there are inadequate funds within the Letter of Credit to complete all necessary work, for each day, beyond that time herein limited that the Services are not completed, the Subdivider may, at the

discretion of Council, be charged a penalty of One Thousand Dollars (\$1,000.00) per day, unless, prior to the expiry of such thirty (30) day notice period, the Subdivider deposits with the Municipality additional funds to complete the necessary work. The said penalty may be recovered from the Subdivider directly or the extent available from the Letter of Credit, or other security, or in accordance with this Agreement.

- (d) In the event that reasonable complaints are received by the Municipality concerning conditions in the Subdivision, the Municipality may, after giving the Subdivider notice and forty-eight (48) hours to cure or rectify any such conditions, at its discretion, take the necessary action to rectify the situation and any costs incurred shall be charged to the Subdivider. In cases where there is an emergency, in the opinion of the Municipality such work may be done without notice to the Subdivider, at the Subdivider's sole expense. Any costs incurred by the Municipality which are the responsibility of the Subdivider pursuant to this Agreement may be recovered from the security held by the Municipality to ensure the completion of Services. It is understood and agreed that any costs incurred by the Municipality shall include a Management Fee of Fifteen Per Cent (15%) of the labour and material value, together with a fee of Fifteen Per Cent (15%) for the value of the dislocation and inconvenience caused to the Municipality.

**36. REGISTRATION OF SUBDIVISION AGREEMENT**

The Subdivider agrees to the registration of this Agreement upon the title to the subdivision Lands within the Plan, prior to the Plan being registered. The Agreement shall be registered as a first encumbrance on the Lands set out in the plan. If there are any existing encumbrances on the Lands constituting the plan prior to registration of this Agreement the Subdivider, at its own expense, shall obtain and register all necessary documentation to postpone the interest of the mortgagor, lien holder or other encumbrances with respect to the Lands constituting the plan. The Subdivider further agrees to the registration of this Agreement upon the title to the subdivision Lands within the Plan, once the Plan has been registered.

**37. PERFORMANCE OF SUBDIVIDER'S COVENANTS**

If the Subdivider shall default on the performance of any covenant, term or provision of this Agreement and if such default shall continue for thirty (30) days after the Subdivider receives written notice of such default by the Municipality, or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein, the Municipality may perform that obligation on the Subdividers behalf and may enter onto the Lands constituting the plan for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Subdividers obligations, including any legal fees incurred in connection with such actions, any reasonable costs so incurred by the Municipality together with all interest and damages, shall be payable by the Subdivider and shall be collectible by the Municipality in a like manner as municipal taxes. The Subdivider also acknowledges and agrees that the Municipality has the right to draw down any Letter of Credit for the purposes of collecting any such expenses incurred by the Municipality.

**38. MODEL HOMES**

The Subdivider and the Municipality acknowledge that the Subdivider requires model homes for the purpose of developing the Subdivision.

The Subdivider agrees that up to ten (10) model home permits will be available. For greater clarity, the Subdivider shall obtain a building permit for each unit of a multi-unit dwelling, however for the purposes of this Agreement, a multi-unit dwelling shall be considered one (1) model home permit for all units. No model home(s) can be constructed unless and until:

- (a) The Municipality has, acting reasonably, approved the location of and the lot for the model home; and
- (b) This Subdivision Agreement has been registered upon the Lands described in Schedule "A".

The model homes shall not be occupied and no municipal services shall be provided to the model home by the Subdivider until the municipal Services are provided for Phase I of the Subdivision in accordance with section 2 herein. However, the Subdivider shall provide appropriate road access and water facilities to ensure that fire protection can be provided for the model homes. In the event that the Subdivider development contemplated in this Agreement does not proceed for any reason with eighteen (18) months of the date herein, the Subdivider hereby agrees to either extend municipal services satisfactory to the Municipality to the model homes or relocate the model homes to another location satisfactory to the Municipality.

**39. NOTIFICATION.**

If any notice is required to be given by the Municipality to the Subdivider with respect to this Agreement such Notice shall be mailed by Registered Mail or delivered by hand or sent by facsimile transmission or email to:

SLD Group Inc.  
75 Caradoc Street,  
Strathroy, ON N7G 2N5  
Attention: Peter Bakker  
Email: [sldgroup05@gmail.com](mailto:sldgroup05@gmail.com)

or such other address as the Subdivider has notified the Municipality's Clerk and any such notice mailed, delivered, emailed or faxed shall be deemed good and sufficient notice under the terms of this Agreement.

If any notice is required to be given by the Subdivider to the Municipality with respect to this Agreement such Notice shall be mailed by Registered Mail or delivered by hand or sent by facsimile transmission or email to:

The Corporation of the Municipality of Strathroy-Caradoc  
52 Frank Street,  
Strathroy ON N7G 2R4  
Attention: Clerk  
Fax Number: 519-245-6353  
Email: [clerk@strathroy-caradoc.ca](mailto:clerk@strathroy-caradoc.ca)

or such other address as the Municipality's Clerk has notified the Subdivider and any such notice mailed, delivered, emailed or faxed shall be deemed good and sufficient notice under the terms of this Agreement.

**40. INDEMNIFICATION**

The subdivider shall indemnify the Municipality against all actions, causes of action, suits, claims or demands whatsoever which may arise, either directly or indirectly by reason of the subdivider undertaking or failing to undertake the Services and other obligations set out in this Agreement. The issuance of the insurance policy required herein shall not relieve the subdivider from its responsibility from indemnifying the Municipality for liability not covered by such insurance or in excess of policy limits of such insurance.

**41. CONTAMINANTS**

In the event the Subdivider discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the Subdivision, the Subdivider hereby agrees to notify the Municipality and the Ministry of the Environment, Conservation and Parks or such of its successor(s) as has responsibility for this matter immediately and take all necessary steps and remedial efforts required by such Ministry and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment.

**42. ASSIGNMENT**

The Subdivider shall not assign this Agreement without the prior written consent of the Municipality which consent may not be unreasonably withheld.

**43. SEVERABILITY**

If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such provision shall conclusively be deemed to be severable and the remainder of this Agreement shall be and remain in full force and effect.

**44. BINDING EFFECT**

The covenants, agreements, provisions, conditions and undertakings contained on the part of the Subdivider shall run with the Subdivision and shall be binding upon the Subdivider and upon its successors and assigns as owners and occupiers of the Subdivision from time to time, and subject to the provisions of the *Land Titles Act (Ontario)*, as amended. The Municipality shall be entitled to enforce such provisions against any and all subsequent owners of the Subdivision. In addition to any other remedy it may have, the Municipality shall also be entitled to enforce this Agreement in accordance with s.422 of the *Municipal Act, 2001*.

**45. JURISDICTION AND CAPACITY OF PARTIES**

(a) The Subdivider warrants to the Municipality that it is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Agreement and any documents arising from this Agreement; and warrants that all necessary corporate action has been taken by the Subdivider to authorize the execution and delivery of this Agreement.

(b) The Municipality and the Subdivider agree that the Municipality has jurisdiction to enter into this Agreement. The Subdivider covenants that it shall not question the jurisdiction of the Municipality to enter into this Agreement, nor question the legality of any portion thereof. The Subdivider, its successors, assigns and sub-lessees are and shall be stopped from contending otherwise in any proceeding before a court of competent jurisdiction.

**46. GOVERNING LAW**

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

**47. FURTHER ASSURANCES**

The Subdivider agrees that it shall and will on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

**48. JOINT AND SEVERAL**

All terms and covenants, provisions and obligations of the Subdivider in this Agreement shall be joint and several.

**49. INTERPRETATION**

Headings and numbering are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the sole expense of the Subdivider" unless the context otherwise requires. References to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. Every obligation or duty contained in this Agreement shall constitute a covenant, whether expressed as a covenant or not. A list or reference to specific items, preceded by a general statement or provision, shall not be read so as to limit the generality of that statement or provision even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.

**50. TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement.

**51. WAIVER**

The waiver by the Municipality of any obligation under this Agreement or the failure of the Municipality at any time to require performance of any obligation under this Agreement shall not be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time, and shall in no way affect the right of the Municipality to enforce any obligation under this Agreement. The Municipality shall specifically retain its rights at law to enforce this Agreement.

**52. ELECTRONIC SIGNATURE**

The parties to this Agreement acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic signature" shall include but shall not be limited to faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

**IT IS HEREBY DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the Corporate Seal of the Subdivider is hereupon affixed under the hands of its proper Officers in that behalf.

SIGNED, SEALED AND DELIVERED

) **SLD GROUP INC.**

)

)

)

)

)

Per: \_\_\_\_\_

Paul Van Bree, Secretary-Treasurer  
I have authority to bind the Corporation

**IN WITNESS WHEREOF** the Corporate Seal of the Corporation of the Municipality of Strathroy-Caradoc is hereupon affixed upon under the hands of its proper Officers on its behalf.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE**  
) **MUNICIPALITY OF STRATHROYCARADOC**

)

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Per: \_\_\_\_\_

Colin Grantham, Mayor

Per: \_\_\_\_\_

Brianna Hammer-Keidel, Clerk

We have the authority to bind the Municipality.

Authorized by Bylaw No. 32-25  
Adopted by Council the  
17<sup>th</sup> day of March, 2025

**SCHEDULE "A"**

**Description of Lands**

PART LOTS 19 AND 20 CONCESSION 4 SOUTH OF EGREMONT ROAD, PART 1  
33R21863; MUNICIPALITY OF STRATHROY-CARADOC; PIN: 08590-0341 (LT)



**SCHEDULE "C"**

**Plans, Drawings and Specifications**

The following plans, drawings and specifications form a part of the attached Agreement:

Project: Buchanan Crossings Phase 1  
Author: BM Ross & Associates Limited  
Date: February 12, 2025

Drawing List:

1. Overall Lot Layout and Phasing Plan
2. Overall Road Layout
3. Overall Removals
4. Overall Sanitary Plan
5. Overall Storm Plan
6. Overall Water Plan
7. McTavish Street Plan & Profile 1
8. McTavish Street Plan & Profile 2
9. Future McTavish Street Plan & Profile 3
10. Future Saulsbury Street Plan & Profile 1
11. Beer Crescent Plan & Profile 1
12. Beer Crescent Plan & Profile 2
13. Beer Crescent Plan & Profile 3 – Project Structure Tables
14. Strathmere Lodge Storm Sewer Plan & Profile
15. Block 137 SWMF & Block 140 Park Plan
16. Block 137 SWMF Sections and Details
17. Condo Block 136 SWMF
18. Pump Station
19. Pump Station Details
20. Details
21. Additional Details
22. Grading Plan – Beer Crescent & Details
23. Grading Plan McTavish
24. Grading Plan – Block 137 & 140
25. Erosion Control Plan

Buchanan Crossings Pump Station – Electrical Drawing Set  
Author: Collins Frazer Engineering Inc.  
Date: February 14, 2025

Buchanan Crossings Landscape Plans for SWM and Park Block  
Author: Dan Weagant  
Date: September 9, 2024

Drawing List:

- L1.1 - Landscape Plan – SWM and Park Block (West)
- L1.2 - Landscape Plan – SWM and Park Block (West)

Buchanan Crossings Street Tree Planting Plan  
Author: Dan Weagant  
Date: June 13, 2024

Drawing List:

- L1.1 - Landscape Plan – Street Tree Planting Plan (South)
- L1.2 - Landscape Plan – Street Tree Planting Plan (Central)
- L1.3 - Landscape Plan – Street Tree Planting Plan (North and Street B West)
- L1.4 - Landscape Plan – Street Tree Planting Plan (Street B East)
- L1.5 – Landscape Notes, Plant List, and Standard Details

Such plans are on file with the Municipality of Strathroy-Caradoc and may be viewed by contacting the Building & Planning Department at 52 Frank Street, Strathroy, ON. N7G 2R4.

**SCHEDULE "D"**

**Land for Municipality and County Purposes**

Block 137 of the Lands

Block 138 of the Lands

Block 139 of the Lands

Block 140 of the Lands

Street A (McTavish Street)

Street B (Beer Crescent)

Street C (Pembleton Street)

Street D (Small Street)

**SCHEDULE "E"**

**Land to be used for Park Purposes**

Block 140 of the Lands.

**SCHEDULE "F"**

**Easements in favour of the Municipality**

Stormwater easements over Lots 19, 53 & 54.

## SCHEDULE "G"

### Estimates of Cost of Completion of Tangible Capital Assets



SLD Group Inc.  
Buchanan Crossings Phase 1  
Project No. 21020

#### SCHEDULE 'G' SCHEDULE OF ITEMS AND PRICES

<u>Item</u>	<u>Description</u>	<u>Qty./Unit</u>	<u>Price</u>	<u>Amount</u>
<b><u>ROADWORK</u></b>				
1	Road Base Granular "A" (150mm)	3470 t	\$27.06	\$93,898.20
2	Granular "B" Type I (300mm)	9090 t	\$20.59	\$187,163.10
3	Hot Mix Asphalt			
a)	50mm Binder Course (HL-8)	1280 t	\$142.61	\$182,540.80
b)	40mm Surface course (HL-3)	982 t	\$160.00	\$157,120.00
4	Concrete curb and gutter systems to OPSD	1874 m <sup>2</sup>	\$44.70	\$83,767.80
5	1.5m wide Sidewalks (125mm Conc on 150mm Gran 'A')	1366 m <sup>2</sup>	\$80.00	\$109,280.00
6	Place sidewalks along Albert Street and McTavish c/w 125mm concrete, 150mm granular A, and tactile plates			
a)	Sidewalk replacement area	14.7 m <sup>2</sup>	\$195.36	\$2,871.79
b)	Tactile Plates	18 Ea	\$224.40	\$4,039.20
	<b>Sub-Total Roadwork</b>			<b>\$820,680.89</b>
<b><u>STORM SEWERS</u></b>				
7	Supply, excavate for and place storm pipe sewers including bedding, native backfill			
a)	250mm DR35 PVC catch basin leads	131.6 m	\$89.24	\$11,743.98
b)	375mm DR35 PVC or equivalent	76.9 m	\$180.94	\$13,914.29
c)	450mm DR35 PVC or equivalent	168.9 m	\$230.95	\$39,007.46
d)	525mm 65-D concrete or equivalent	22.6 m	\$227.59	\$5,143.53

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
e)	600mm 65-D concrete or equivalent	138.5 m	\$280.56	\$38,857.56
f)	675mm 65-D concrete or equivalent	254.6 m	\$360.13	\$91,689.10
g)	750mm 65-D concrete or equivalent	263.3 m	\$477.84	\$125,815.27
h)	825mm 65-D concrete or equivalent	45.1 m	\$504.61	\$22,757.91
i)	900mm 65-D concrete or equivalent	13.0 m	\$633.28	\$8,232.64
j)	1200mm 65-D concrete or equivalent	98.9 m	\$953.36	\$94,287.30
8	Supply, excavate for, place and backfill for catch basins, twin inlet, and/or ditch inlet catch basins, including frames and grates			
a)	600 mm x 600 mm (OPSD 705.010)	17 Ea.	\$4,605.48	\$78,293.16
b)	Twin Inlet 1450 mm x 600 mm (OPSD 705.0	8 Ea.	\$6,235.10	\$49,880.80
c)	Ditch Inlet 1200 mm x 600 mm (OPSD 705.0	1 Ea.	\$7,704.48	\$7,704.48
9	Supply, excavate for, place and backfill precast maintenance holes and maintenance hole catch basins including frames and grates			
a)	1200 mm manhole (701.010)	6 Ea.	\$8,938.51	\$53,631.06
b)	1500 mm manhole (701.011)	4 Ea.	\$11,554.74	\$46,218.96
c)	1800 mm manhole (701.012)	2 Ea.	\$13,000.70	\$26,001.40
d)	2400 mm manhole (701.013)	2 Ea.	\$27,085.13	\$54,170.26
10	Supply and place 150 mm filter wrapped perforated subdrain including excavation			
a)	6m Lengths at manholes	35 Ea.	\$141.18	\$4,941.30
b)	3m Length either side of CB parallel to curb	150 m	\$19.72	\$2,958.00

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
11	Installation of storm services			
	a) 150mm PVC DR28 (green) Lots 20-108	939.6 m	\$171.94	\$161,554.82
	b) 150mm PVC DR28 (green) Lots 1-19	42.9 m	\$188.57	\$8,089.65
12	Storm sewer service cleanout, 100mm			
	a) 150x100mm Wye cleanout c/w 0.6m long stu	89 Ea.	\$244.52	\$21,762.28
	b) 150x100 Wye cleanouts 0.6m long stubs in	3 Ea.	\$258.89	\$776.67
	<b>Sub-Total Storm Sewers</b>			<b>\$967,431.89</b>
<b><u>STORMWATER MANAGEMENT</u></b>				
13	Supply, excavate for, install and backfill for SWMF Storm Structures and Sewers			
	a) SWMF inlet structure (OPSD 804.040) for 1200mm storm pipe c/w pedestrian railing as per OPSD-980.101	1 L.S.	\$24,621.44	\$24,621.44
	b) SWMF Outlet Control Structure (OPSD	1 L.S.	\$27,122.85	\$27,122.85
	c) DICB Outlet Structure 1200 mm x 600 mm	1 L.S.	\$7,182.79	\$7,182.79
	d) Headwall Structures for 675mm and 750mm	2 Ea.	\$11,992.02	\$23,984.04
	e) 450mm DR35 PVC or equivalent	16.3 m	\$336.26	\$5,481.04
	f) 675mm 65-D concrete or equivalent c/w outlet grate	24.3 m	\$448.58	\$10,900.49
14	SWMF Permanent Pool Liner as per contract	1 L.S.	\$107,364.85	\$107,364.85
15	Finish Grading Topsoil & landscaping			
	a) Placing and fine-grading topsoil (from stockpile) in Block 137 SWMF 150mm thick (5204sq.m.)	1 L.S.	\$11,195.81	\$11,195.81

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
b)	Placing and fine-grading topsoil (from stockpile) in Block 137 Cut Flood Plain, 150mm thick (7042sq.m.)	1 L.S.	\$15,150.06	\$15,150.06
c)	Supply and place hydroseed & mulch for Block SWMF 137 as specified in the Landscape Plan (5204sq.m.)	1 L.S.	\$15,287.05	\$15,287.05
d)	Supply and place hydroseed & mulch for Strathmere Lodge Grassed Swale	1 L.S.	\$6,668.26	\$6,668.26
e)	Blocks 137&140, SWMF, Park, and Flood Plain Planting as per Landscape Architect	1 L.S.	\$57,368.06	\$57,368.06
16	<b>SWMF Block and Strathmere hardsurfacing</b>			
a)	Supply and install 300mm thick R-10 Rip-	1206 m <sup>2</sup>	\$48.87	\$58,937.22
b)	Supply and install Cable Concrete CC-G2	275 m <sup>2</sup>	\$165.77	\$45,586.75
c)	Supply and install 100mm Terraweb	281 m <sup>2</sup>	\$24.23	\$6,808.63
d)	4m wide, Municipal road structure, SWMF	600 m <sup>2</sup>	\$74.14	\$44,484.00
	<b>Sub-Total Stormwater Management</b>			<b>\$468,143.34</b>
<b><u>SANITARY SEWERS</u></b>				
17	Supply and install sanitary pumping station, valve chamber, meter chamber, control building, and standby generator, c/w all mechanical and electrical appurtenances, SCADA system, concrete pads, grading, site	1 L.S.	\$400,000.00	\$400,000.00
18	Supply, excavate for and place sanitary forcemain pipe including bedding and granular backfill			
a)	150 mm dia. PVC SDR-26 for Forcemain	343.5 m	\$206.40	\$70,898.40
b)	150 mm 45° bends	3 Ea.	\$503.02	\$1,509.06
c)	Air Release Valve	1 Ea.	\$19,932.50	\$19,932.50

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
19	Supply, excavate for and place sanitary sewer pipe including bedding and native backfill			
a)	200 mm PVC SDR-35	657.9 m	\$174.22	\$114,619.34
b)	250 mm PVC SDR-35	222.6 m	\$250.19	\$55,692.29
20	Supply, excavate for, place and backfill precast maintenance holes including benching, frost straps, frame, and cover			
a)	1200 mm manhole (701.010)	10 Ea.	\$13,933.53	\$139,335.30
b)	Construct external maintenance hole drop	5 Ea.	\$8,601.17	\$43,005.85
c)	Supply and install safety platforms as per	2 Ea.	\$1,776.27	\$3,552.54
21	Installation of sanitary services 125mm PVC DR28 (white)	1040.4 m	\$153.70	\$159,909.48
22	Sanitary sewer service cleanout, 100mm cleanout risers and 4m long 125mm stubs	108 Ea.	\$228.14	\$24,639.12
<b>Sub-Total Sanitary Sewers</b>				<b>\$1,033,093.88</b>

**WATERMAINS**

23	Supply, excavate for, place watermain including bedding, native backfill			
a)	150 mm PVC DR18	28 m	\$88.18	\$2,469.04
b)	200 mm PVC DR18	532.7 m	\$184.48	\$98,272.50
c)	250 mm PVC DR18	34.3 m	\$217.99	\$7,477.06
d)	300 mm PVC DR18	435.9 m	\$261.40	\$113,944.26
24	Supply, excavate for, place and backfill ductile iron fittings, including cathodic protection, mechanical thrust			

**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
	restraints, thrust blocking or anchoring			
a)	150 mm dia. gate valves	7 Ea.	\$2,115.94	\$14,811.58
b)	200 mm dia. gate valves	4 Ea.	\$3,018.83	\$12,075.32
c)	250 mm dia. gate valves	2 Ea.	\$4,182.87	\$8,365.74
d)	300 mm dia. gate valves	4 Ea.	\$5,265.43	\$21,061.72
e)	200 mm 45° bends	8 Ea.	\$922.04	\$7,376.32
f)	250 mm 45° bends	4 Ea.	\$1,311.88	\$5,247.52
g)	300 mm 45° bends	12 Ea.	\$1,466.49	\$17,597.88
h)	200x200x150 mm tees	4 Ea.	\$1,141.14	\$4,564.56
i)	300x300x150 mm tees	3 Ea.	\$1,655.37	\$4,966.11
j)	300x300x200 mm tees	2 Ea.	\$1,785.39	\$3,570.78
k)	300x300x250 mm Tee	2 Ea.	\$2,062.13	\$4,124.26
l)	Fire hydrants	7 Ea.	\$8,193.11	\$57,351.77
m)	50mm Blow-off assembly as per OPSD 1104.030	3 Ea.	\$3,435.39	\$10,306.17
n)	Air Release Valve	1 Ea.	\$19,932.50	\$19,932.50
25	Supply, excavate for, place and backfill water service fitting, incl. tapping main and all connections			
a)	25 mm main stops	108 Ea.	\$236.36	\$25,526.88
b)	25 mm curb stops and service boxes	108 Ea.	\$369.40	\$39,895.20
c)	25 mm saddles	108 Ea.	\$496.91	\$53,666.28

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
26	Supply, excavate for, place and backfill water services, including bedding, and all required connections, cathodic protection,			
	a) 25mm dia. Municipex service tubing installed by trenching	927.4 m	\$37.65	\$34,916.61
27	Installation of 300mm DR-18 PVC Watermain under Albert Street installed by trenchless technologies; incl. 25m of watermain, provisional drill attempts, etc.	1 L.S.	\$32,185.66	\$32,185.66
<b>Sub-Total Watermains</b>				<b>\$599,705.71</b>
<b><u>MISCELLANEOUS ITEMS</u></b>				
28	Traffic Signs			
	a) Stop signs	4 Ea.	\$601.27	\$2,405.08
	b) Double Blade Street Name Signs, top	4 Ea.	\$210.00	\$840.00
<b>Sub-Total Miscellaneous Items</b>				<b>\$3,245.08</b>
<b><u>ELECTRICAL ITEMS</u></b>				
29	Supply and install direct buried 100 mm Type DB 2 PVC conduit for wiring to street lighting (Placeholder, pending Entegrus	10 Ea.	\$3,986.03	\$39,860.30
30	Supply and Install street lighting poles and fixtures.	29 Ea.	\$4,500.00	\$130,500.00
31	Supply and Install street lighting wiring c/w all pedestals and all required appurtenances (1000m)	1 L.S.	\$2,000.00	\$2,000.00
<b>Sub-Total Electrical Items</b>				<b>\$172,360.30</b>
<b><u>OTHER ITEMS</u></b>				
32	Rigid board insulation (50 mm thick)	50 m <sup>2</sup>	\$64.54	\$3,227.00
33	Community mail box concrete slab as per			

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**SCHEDULE 'G'  
SCHEDULE OF ITEMS AND PRICES**

<b>Item</b>	<b>Description</b>	<b>Qty./Unit</b>	<b>Price</b>	<b>Amount</b>
a)	3 Mailbox Module as per Canada Post	2 Ea.	\$1,117.71	\$2,235.42
34	Privacy 1.8m high board fence along the east limit of the property neighbouring 619 Albert Street, as shown in contract drawings.	41 m	\$219.30	\$8,991.30
	<b>Sub-Total Other Items</b>			<b>\$14,453.72</b>
	<b>Sub-Total Roadwork</b>			\$820,680.89
	<b>Sub-Total Storm Sewers</b>			\$967,431.89
	<b>Sub-Total Stormwater Management</b>			\$468,143.34
	<b>Sub-Total Sanitary Sewers</b>			\$1,033,093.88
	<b>Sub-Total Watermains</b>			\$599,705.71
	<b>Sub-Total Miscellaneous Items</b>			\$3,245.08
	<b>Sub-Total Electrical Items</b>			\$172,360.30
	<b>Sub-Total Other Items</b>			\$14,453.72
	<b>Project Sub-Total</b>			<b>\$4,079,114.82</b>
	<b>13% HST</b>			\$530,284.93
	<b>TOTAL ASSETS</b>			<b>\$4,609,399.75</b>

## SCHEDULE "H"

### Homeowners Information Package

#### Restoration Buffer

Buffers have been established between developed areas and Black Walnut Grove, as well as the Cable Drain, to help conserve these natural features.

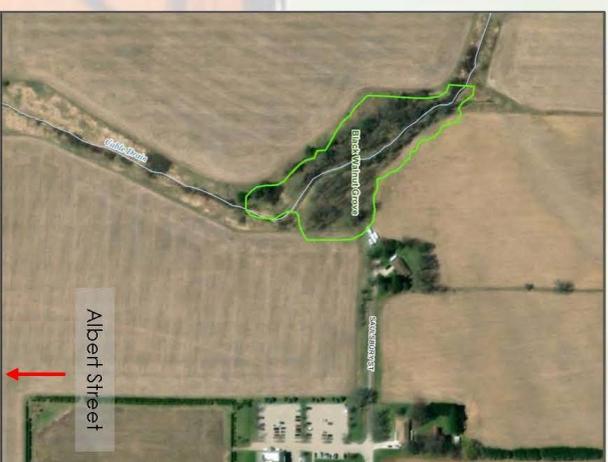
The buffer in your neighbourhood has been naturalized with native plants to create a suitable habitat for local wildlife.

Here are ways you can help maintain the buffer's effectiveness:

- ❖ Respect boundaries and do not stray from trails and pathways
  - Walking off-trail can erode soils, trample vegetation and disturb wildlife
- ❖ Plant native trees, shrubs and wildflowers on your property to increase the presence of pollinator species
- ❖ Do not use pesticides on your lawn
- ❖ Do not dump yard waste in the buffer area
  - This can introduce non-native species and suffocate natural groundcover
- ❖ Limit salt use in the winter



Naturalized buffer. Photo by Laura Hockley



Map 1. Black Walnut Grove and Cable Drain

## Living Next to Nature

### Buchanan Crossings Stewardship Guide



#### Purpose of this Guide

Welcome home! This stewardship guide is intended to help homeowners protect and conserve the natural areas and sensitive wildlife species near your new home. This subdivision is located next to several protected natural features, such as the Black Walnut Grove and Cable Drain.

The actions you take will help ensure these ecosystems are maintained in a healthy state and can be used by wildlife for future generations.

Cover photo by Dan Riley

## Adjacent Natural Features

As a resident of the area, you have access to nature just a short walk from your front door! Living near these areas offers an exciting opportunity to learn about unique natural habitats and local species. See Map 1 on back.

The **Black Walnut Grove** is a woodland area north of the subdivision. Some tree species found here include Bitternut Hickory and Black Walnut.

The **Cable Drain** is a watercourse located west of the subdivision. The feature provides essential water drainage within your community.

These features are important to the surrounding environment as they provide several ecological functions:

- ❖ Erosion prevention
- ❖ Carbon capture and nutrient cycling
- ❖ Surface water storage
- ❖ Enhancing biodiversity
- ❖ Stop-over habitat for migrating birds
- ❖ Habitat for a variety of wildlife

**The function of these features are susceptible to our daily activities. You can help protect these resources by practicing good stewardship.**

## Responsible Homeownership Practices

Protecting our local wildlife and plant species is a shared responsibility. Here's how you can help:

- ❖ Illuminating natural areas at night can disrupt day-night cycles in wildlife. You can reduce this by:
  - ✔ Using downward casting fixtures, or fixtures with shields that direct light
  - ✔ Reducing light intensity
  - ✔ Using timers, or shut off lights
- ❖ Reduce bird window strikes by installing window decals
- ❖ Keep dogs leashed and cats indoors
  - Free-roaming cats can devastate local bird and wildlife populations and also increases your pet's risk of injury
- ❖ Pick up garbage in your neighbourhood
- ❖ Enjoy plants and wildlife from a distance and leave them in their natural state
- ❖ Do not dump waste or plant material in natural areas
- ❖ Do not plant invasive or non-native species, including those listed below:
  - ✗ Norway Maple
  - ✗ Periwinkle
  - ✗ Lily of the Valley
  - ✗ Celandine
  - ✗ Herb Robert

## Local Wildlife

All photos by Dan Riley



Eastern Cottontail Rabbit



White Tailed Deer



Black-capped Chickadee



Northern Cardinal



Carolina Wren



Great Horned Owl



Killdeer



Spotted Sandpiper



Northern Leopard Frog



Monarch

**SCHEDULE "I"**

**INTERIM CERTIFICATE OF COMPLETION OF WORKS**

For Good and Valuable Consideration now paid by the Municipality of Strathroy-Caradoc, the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the following services were constructed and installed in substantial conformance with the approved plans and specifications and in accordance with the Subdivision Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2025:

- (1) the Services as defined in section 2(a)(i) of the Subdivision Agreement, have been completed;
- (2) all utilities as required by section 11 of the Subdivision Agreement have been completed;
- (3) all street signs and regulatory signage as required by the Subdivision Agreement have been completed;
- (4) all streetlights as required by the Subdivision Agreement have been completed and are fully operational; and
- (5) a full depth based asphalt suitable for emergency vehicle access on all roads as has been completed;

I certify also that items 1, 3, 4 and 5 above of the Services have been:

(a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and

(b) in my professional engineering opinion, construction of the Phase I works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Professional Engineer

**SCHEDULE "J"**

**CERTIFICATE OF COMPLETION OF WORKS**

For Good and Valuable Consideration now paid by the Municipality of Strathroy-Caradoc the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the construction and installation of the works was carried out in substantial conformance with the approved plans and specifications for the works as required by the Subdivision Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2025 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2025 have been completed; and I hereby certify that all such services have been:

(a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and

(b) in my professional engineering opinion, construction and installation of the Phase I works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Professional Engineer

**Schedule "K"**  
**Oversizing Report**

Project: Buchanan Crossings Phase 1  
Report: Storm Sewer Oversizing Report  
Author: BM Ross & Associates Limited  
Date: September 15, 2022

**SCHEDULE "L"**

**Phasing**

Project: Buchanan Crossings Phase 1  
Drawing: 1 – Overall Lot Layout & Phasing Plan  
Author: BM Ross & Associates Limited  
Date: February 12, 2025