

The Corporation of the Township of Southgate

By-law Number 2022-126

**being a by-law to authorize an agreement between 2570970 Ontario Inc.
and The Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with 2570970 Ontario Inc.,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between 2570970 Ontario Inc. and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 21st day of
September, 2022.**

John Woodbury – Mayor

Lindsey Green – Clerk

SUBDIVISION PRE-SERVICING AGREEMENT

B E T W E E N:

2570970 Ontario Inc. (White Rose Park)
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

The Corporation of the Township of Southgate
(hereinafter called the "Township")

OF THE SECOND PART

WHEREAS the Developer is the owner of the lands in the Township of Southgate, in the County of Grey, described in Schedule "A" hereto (the "Lands");

AND WHEREAS the Developer proposes to subdivide the lands and is proceeding with a plan of subdivision (the "Subdivision"), engineering drawings and a Subdivision Agreement;

AND WHEREAS the Developer warrants that it has received draft plan approval from The Corporation of the County of Grey for the approval of a residential plan of subdivision (the "Plan");

AND WHEREAS the Developer intends to immediately commence with the installation of Stage I and II services as outlined in Article 34 d) herein including underground services and/or storm drainage work and/or road works as further described in the plans, drawings and reports listed in Schedule "B" (the "Works") prior to the execution and the registration of the Subdivision Agreement, and final approval and the registration of the Plan;

AND WHEREAS the Parties hereto have entered into this Subdivision Pre-Servicing Agreement (the "Agreement") for the purpose of defining the terms and conditions upon which the construction, installation and provision of the Works will be carried out;

AND WHEREAS the Developer has obtained written approval of various agencies, including the Grand River Conservation Authority, Grey County Planning Department, Ministry of Environment, Conservation and Parks with respect to the ECA permit, the Township, the Ministry of Transportation and other agencies as applicable to the satisfaction of the Township in so far as these agencies and their comments and requirements relate to the construction, installation or provision of the Works;

AND WHEREAS the parties to this Agreement declare that the recitals herein are true.

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

PRE-SERVICING AT DEVELOPER'S RISK

1. The Developer acknowledges and agrees that the installation, construction or provision of the Works to the Lands or external to the Lands is at its sole and complete risk. The Developer acknowledges and agrees that, should the Plan for this development for any reason be refused final approval and the Plan is not registered, any pre-servicing authorized under this Agreement shall cease and the Developer agrees to accept full responsibility and obligation, financial and otherwise, for all servicing provided and Works that have been constructed or installed. Should the Plan be refused final approval, the Developer agrees to remove any or all Works or portions of Works on the unregistered phase(s) if so requested by the Township, acting reasonably, including restoration of the Lands as a result of construction, all to the satisfaction of the Township, if requested by the Township to do so. At all times, the Developer covenants and agrees to comply with all federal, provincial and municipal laws, rules, by-laws and regulations in constructing, installing or otherwise providing the Works.

MODIFICATIONS MAY BE REQUIRED TO ENGINEERING DRAWINGS AND PLANS

2. The Developer acknowledges and agrees that the engineering design drawings and plans as submitted have not been finally accepted by the Township. In order to obtain final approval of the engineering design drawings and plans, modification, alteration, relocation, and reconstruction of all or part of the Works is required, the Developer agrees that it may be required to make modifications and alterations and to relocate and reconstruct some or all or any portions of the Works at its sole cost and expense and at the direction of the Township.

WRITTEN ACCEPTANCE OF PRE-SERVICING BY TOWNSHIP REQUIRED

3. The Developer acknowledges and agrees that the Works for which pre-servicing may proceed must be approved in writing by the Township, and that only those Works that have been approved in writing may be constructed in accordance with the provisions of this Agreement and all other requirements of the Township and its engineers.

TOWNSHIP MAY REQUIRE PRE-SERVICING TO STOP

4. The Developer acknowledges and agrees that if the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner or the development of the Plan is not proceeding expeditiously to the satisfaction of the Township in its discretion, the Township, acting reasonably, will have the right to require the Developer to cease any or all construction activities, by written notice to the Developer in accordance with Article 24 of this Agreement.

Furthermore, the Developer acknowledges and agrees that the Township is entitled to withdraw its permission granted herein for the installation and construction of the Works if it is determined, in the sole and absolute discretion of the Township, that such withdrawal is in the best interests of the Township. Upon notification of such withdrawal of permission, the Developer covenants and agrees to immediately cease any further construction, installation or other work in respect of the Works. The Developer acknowledges that it shall have no claim against the Township if it exercises its right to withdraw the permission granted under this Agreement and it specifically waives and disclaims its rights to make any claim in connection therewith.

ESTIMATED COSTS

5. The Developer acknowledges and agrees that the total estimated costs of the Works to be constructed pursuant to this Agreement are to be provided by the Developer, for review/acceptance by the Township in advance of this agreement's execution. The total estimated costs are set out in Schedule "C". The Developer acknowledges and agrees that Schedule "C" is only a preliminary estimate and that additional work may be required prior to the acceptance of the Works by the Township. The Developer further acknowledges that the amounts set out in Schedule "C" are estimates only and that the actual cost may be adjusted from time to time at the sole discretion of the Township, including on the basis of, but not limited to, reasonable tender prices.

The estimated costs on Schedule "C" may be provided and posted on a phase by phase basis.

PROFESSIONAL ENGINEER

6. The Developer covenants and agrees to retain a consulting Professional Engineer (the "Engineer"), skilled and experienced in municipal work, to design, supervise, layout, inspect and maintain the Works and remedy any defects, and to be responsible to the Township for the design, supervision, layout, inspection, maintenance and remedies until the time of final acceptance of the Works. Prior to the commencement of any work, the Developer must advise the Township of its choice of Professional Engineer, and the Township shall have the right to refuse the Developer's choice of Professional Engineer, at the sole discretion of the Township.

COSTS OF CHECKING PLANS AND SPECIFICATIONS

7. The Developer agrees to pay the Township and/or its agent the ongoing reasonable costs for legal, planning and engineering costs for the review of plans and specifications, and for the reasonable construction observation of the Works on behalf of the Township.

AT DEVELOPER'S COST

8. Every provision of this Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer and to the Township's

satisfaction", unless specifically stated otherwise.

TOWNSHIP TO HAVE UNRESTRICTED ACCESS TO LANDS

9. The Developer agrees to permit unrestricted access to the Lands to the Township and its agents and to the various authorities involved with approval of the Plan and construction of the Works including for the purpose of observation of the construction activities and the Works.

REGULAR MUNICIPAL CONSTRUCTION OBSERVATIONS

10. The Township will make regular site visits as deemed necessary to review that construction methods conform to acceptable engineering practice and in accordance with the accepted drawings and specifications. If, in the opinion of the Township, acceptable supervision is not being provided or construction is not satisfactory, the Township will have the authority to order that construction operations immediately cease by providing written notice to the contractor in charge of the construction or to the Developer's Engineer.

SILTATION AND EROSION CONTROL

11. The Developer agrees to complete the Works as required by the applicable agencies where they relate to pre-servicing and construction activities and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township and the applicable Conservation Authority(ies), acting reasonably. The Developer covenants and agrees to implement the erosion, sedimentation and dust control plan in accordance with the approved Site Alteration Agreement, or otherwise in compliance with the direction of the Township, in order to effectively reduce soil erosion, minimize the transport of silt, minimize standing water, control dust and to minimize and manage mud tracking onto adjacent roads.

DEVELOPER'S SOLELY RESPONSIBLE FOR DESIGN, PLANS AND SPECIFICATIONS

12. Notwithstanding any acceptance of the engineering design given by the Township, neither the Township nor the Consulting Engineer retained by the Township shall in any way be responsible for the design drawings, plans or specifications and the Developer shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required to be constructed will function as intended and will be compliant with the final approved services and Municipal Servicing Standards, as approved by council and provided to the Developer prior to execution of this Agreement.

NO CONNECTION TO MUNICIPAL SERVICES

13. The Developer expressly covenants and agrees not to connect any Works to any municipal or public services on any Township or public right-of-way except in accordance with a fully executed subdivision or model home agreement. However, the Developer may install servicing up to the property line of the homes within the Subdivision. The Township will allow physical connections to existing sewers and watermains with certain

requirements in order to have one construction activity to facilitate the required video inspection, testing and commissioning of the services.

NO WORK ON LANDS BY DEVELOPER WITHOUT APPROVAL

14. The Developer acknowledges and agrees that no work shall be carried out on lands not owned by it without the prior written consent of the owner of such lands and that such consent shall be forthwith filed with the Township.

OTHER APPROVALS

15. The Developer agrees that it shall forthwith obtain any and all other governmental approvals necessary for the Subdivision and that it shall submit to the Township all the normal and usual plans and documents that may be required by the Township and to enter into a Subdivision Agreement.

The Developer expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including final approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

OFF-SITE NUISANCE

16. The Developer covenants and agrees to take any and all necessary steps, to the satisfaction of the Township, to ensure that off-site nuisance/damage is mitigated including erosion, sediment, flooding, ponding, dust, and weeds. Notwithstanding the foregoing, reasonable and ordinary construction nuisance, as determined by the Township, shall be permitted.

INSURANCE

17.
 - (a) The Developer agrees to file with the Township, prior to commencement of the Works provided for in this Agreement, a public liability insurance policy in an amount of no less than five million dollars (\$5,000,000.00) (subject to the Township's right to set higher limits if it considers necessary) naming the Township for insurance against all damages or claims for damages. The form, content and type of insurance policy are to be subject to approval by the Township. The Developer shall keep the aforesaid insurance policy in effect until the guaranteed maintenance period has expired and the Works have been assumed by the Township.
 - (b) The premiums for the insurance policy shall initially be paid for a period of one (1) year. Upon execution of this Agreement and prior to commencement of each policy year the Developer shall provide a copy of the policy to the Township indicating full payment.
 - (c) The issuance of the policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

TREE REMOVAL

18. The Developer shall remove only those trees required for the installation of Works comprising underground services, as determined in the field by the Engineer and as previously approved by the Township in writing.

SECURITY

19. (a) In order to guarantee the due performance of its covenants in this Agreement, the Developer shall, prior to execution of this Agreement, provide the Township with a Letter of Credit ("Letter of Credit") or cash security in the amount of **\$1,433,854.00** less the amount of security posted under the Site Alteration Agreement. Notwithstanding the foregoing, the minimum security amount required under this Agreement shall be 10% of the total estimated cost of the internal works for the Subdivision plus 100% of the total cost of the entire external works associated with the Subdivision.
- (b) This irrevocable letter of credit will be maintained on a go forward basis to provide assurance for security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for development and as projects within each phase of the developments are completed the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Township's assurance of the Developer's due performance in this and other agreements increases above \$1,000,000.00 the Developer will provide the required security in the amount of \$100,000.00 increments to satisfy the Township. In order to maintain the appropriate amount of securities every 6 months, the Developer's engineering consultant will provide a Securities Reconciliation Report with a recommendation to the Township based on the work completed by the Developer and the Township approved projects added for construction. The Township's engineering consultant will review this report and provide a recommendation to the Township.
- (c) The Developer acknowledges and agrees that no reduction in the amount of the securities filed by the Developer with the Township in accordance with the terms of this Agreement shall be permitted until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any changes in the Letter of Credit posted by the Developer shall be completed in accordance with the terms of the said Subdivision Agreement and may be maintained, supplemented, or reduced for the future development phases or agreements. Nothing in this paragraph, however, is intended to prohibit the Township from drawing on the said securities in accordance with this Agreement.
- (d) The Letter of Credit or cash security shall comprise of an irrevocable letter of credit from a Canadian Chartered Bank issued in accordance with terms satisfactory to the Township's Treasurer in the form set out in Schedule "D" and shall provide that if in the sole opinion of the Township, there is a default under the terms of this

Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

DEPOSIT

20. (a) Prior to execution of this Agreement, the Developer shall deposit with the Township a cash deposit of \$10,000.00, for engineering and legal fees for the review of drawings and observation of the performance of the Works and the Township's legal costs attributable to this Agreement and other legal advice related to the development contemplated by this Agreement. The Developer agrees to reimburse the Township for all engineering and legal costs incurred.
- (b) The Developer agrees that any accounts relating to engineering and legal work that are not covered by the deposit must be paid within thirty (30) days of submission by the Township and, if not paid within thirty (30) days, the Township shall, at its discretion, be entitled to draw on the aforementioned Letter of Credit or cash security for payment of any outstanding accounts plus an administration fee of \$100.00 per outstanding account together with interest at the rate of the prime rate of the Township's Bank from the date the invoice was first issued. If the Township draws on the securities to pay any outstanding accounts, the Developer is considered to be in default of this Agreement in which case, the Township, at its sole discretion, may issue a stop work order and the Developer agrees that no work may proceed until such time as the securities are increased to its original amount.

LIMITED CONSTRUCTION ACCESS

21. The Developer covenants and agrees to:
- (a) limit construction access to such roads as the Township may determine from time to time;
- (b) maintain all access roads in good repair at all times and meet all the requirements of the Township's Public Works Department if public roadways are involved; and
- (c) provide dust and mud tracking control in order to prevent any dust/mud problem to traffic or home occupants.

SIGNAGE

22. The Developer agrees to construct, at its expense, signs at each access point to the Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Township's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place. The Developer acknowledges that all roads and services on the Lands are private roads/services and the Township is under no obligation to assume or maintain them.

TOWNSHIP NOT OBLIGATED TO COMPLETE ANY OUTSTANDING WORKS

23. The Developer agrees that should it fail to complete any of the Works contemplated by this Agreement, the Township is under no obligation whatsoever to complete all or any portion of the Works but the Township has the right to complete or stabilize or disconnect the Works if it chooses to. Notwithstanding the foregoing, the Developer agrees that the Township shall, at its sole discretion, have the right to enter onto the Lands to take whatever action it deems necessary to safeguard the health and welfare of the residents of the Township including, but without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs, stabilizing and leveling terrain, at the Developer's expense. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims that may arise as a result of any actions taken by the Township pursuant to this clause.

If the Works proposed to be installed or constructed pursuant to this Agreement are not commenced or a subdivision agreement relating to the Lands has not been executed between the developer and the Township within 2 years from the date of execution of this Agreement, the Township may, at its option and on (30) days written notice to the Developer in accordance with Section 24, declare this Agreement to be null and void and of no further effect.

NOTICE

24. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile/e-mail transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission or e-mail, on date of delivery of electronic confirmation of receipt obtained:

- (a) To the Township:

The Corporation of the Township of Southgate
Attn: Dave Milliner – CAO
185667 Grey Road #9
Dundalk, Ontario NOC 1BO

Email address:
dmilliner@southgate.ca

Fax #: 519-923-9262

(b) To the Developer:

2570970 Ontario Inc.
Attn: **Vittorio De Palma**, Director
Address: 7941 Jane Street
Concord, Ontario
L4k 2M7

Email address:
victor@whiterosepark.com
phone: 416-746-8880
Cell: 416-991-1037

or such other address as the Developer has provided to the Township Clerk in writing and any notice faxed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

INDEMNITY

25. (a) The Developer agrees to indemnify and save harmless the Township, its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Developer undertaking pre-servicing pursuant to this Agreement.
- (b) It is specifically understood and agreed that inspections of any aspect of construction, review by the Township, or any damage or interference resulting from winter road maintenance or any other works or actions undertaken by the Township, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work) shall impose no liability upon the Township to the Developer and the Developer specifically agrees that it will make no such claim.

SEVERABILITY

26. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.

TRANSFER OF OWNERSHIP

27. In the event of any transfer of any beneficial ownership of interest in the Lands or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, this Agreement may be terminated upon written notice by the Township being provided in accordance with Clause 24.

NOT BINDING ON SUCCESSORS AND ASSIGNS

28. This Agreement shall be binding on the Parties hereto but unless this Agreement is registered in accordance with the requirements of the Township pursuant to Clause 30 of this Agreement, it shall not enure to the benefit of their successors and assigns.

SCHEDULES

29. The following schedules attached hereto form an integral part of this Agreement:

- (a) Schedule "A" – Legal Description of the Lands;
- (b) Schedule "B" – Drawings and Supporting Documentation;
- (c) Schedule "C" – Estimated Construction Costs and Securities Calculation; and
- (d) Schedule "D" – Form of Letter of Credit

REGISTRATION OF AGREEMENT

30. The Developer covenants and agrees that this Agreement and any schedules attached hereto may be registered upon title to the Lands and that such registration shall be at the instance of the Township and at the Township's sole and absolute discretion. The Developer further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents or instruments pertaining to this Agreement, including but not limited to, any amendment thereto.

NO FETTERING OF DISCRETION

31. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Township and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the Plan filed by the Developer. The Developer expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

NO BUILDING PERMITS UNTIL REGISTRATION OF PLAN

32. The parties agree that the provisions of this Agreement constitute "other applicable law" pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and that the Developer expressly agrees to not apply for any building permits until final approval of the Plan has been obtained and a Subdivision Agreement is registered on title to the Lands or through the provisions of a model home agreement and that this provision may be pleaded by the Township in any action or proceeding as an estoppel of any denial of such right.

STARTING CONSTRUCTION

33. Prior to starting construction of the Works the Developer shall:

- a) Notify the Township at least ten (10) days before the commencement of construction and provide the Township with all information and material required by the Township;
- b) Deposit with the Township the securities as required by Article 19 of this Agreement;
- c) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- d) Prepare and submit an approximate timeline of progress and completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the one (1) year.
- e) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township.

CONSTRUCTION OF SERVICES

34. Conditions for construction of services as follows:

(a) Service to be provided

The Developer, at the Developer's sole cost, shall be permitted to construct and install Stage I and II municipal services outlined in Article 34 (d).

(b) As-recorded drawings

The Developer shall cause its engineers to deliver to the Township three complete sets, and to the Township's Municipal Planner one complete set, of as-recorded drawings and an electronic file of such drawings upon completion (following approval of the preliminary certification of the services by the Township) showing each of the said services as constructed.

(c) Installation, supervision and inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Township, who, acting reasonably, may:

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground

services prior to either preliminary or final acceptance of any of the required services; and,

- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

(d) Stages of construction for services

The Developer acknowledges that the Township will only grant preliminary acceptance, on the basis of four distinct stages of construction and where the subdivision development is phased, within the whole of each phase as approved by the Township. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
 - a) all storm and sanitary sewers;
 - b) watermain;
 - c) conduits or pipes for electrical services;
 - d) all other utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot;
 - e) storm water management facilities including fencing;
- (ii) Stage II services include all works up to and including
 - a) curbs;
 - b) gutters;
 - c) base asphalt;
 - d) placement of all required street signs and traffic control signs;
 - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at each entrance to the subdivision from a public road, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks, restricted parking zones, mailboxes, and fencing including the type of fencing;
 - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and
 - g) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed, and required fencing;
 - h) fencing.

- (iii) Stage III services involve the completion of the electrical distribution system, including street lighting, which shall be completed within six weeks of the date upon which Preliminary Acceptance is granted for Stage II works.
- (iv) Stage IV services include
 - a) surface course of asphalt;
 - b) sidewalks;
 - c) street lighting;
 - d) boulevards;
 - e) all other services required by this Agreement.

35. Preliminary Acceptance will not be granted until the Subdivision Agreement has been executed and all of the requirements for Preliminary Acceptance pursuant to the Subdivision Agreement have been complied with. Construction of services beyond Stage I and II will not be permitted until the Subdivision Agreement has been executed.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their officers properly authorized in that behalf. Authorized by By-law # 2022-XXX

SIGNED, SEALED & DELIVERED

DEVELOPER

2570970 Ontario Inc. (White Rose Park)

Per: _____ Date: _____
Vittorio De Palma Director

I have authority to bind the Corporation

The Corporation of the Township of Southgate

Per: _____ Date: _____
Mayor John Woodbury

Per: _____ Date: _____
Clerk Lindsey Green

We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

***PART OF LOT 227, CONCESSION 2 SWTSR
PART 1 17R2183 AND AS IN R480846
(VILLAGE OF DUNDALK)
NOW IN THE TOWNSHIP OF SOUTHGATE
(GEOGRAPHIC TOWNSHIP OF PROTON)
COUNTY OF GREY***

SCHEDULE "B"

DRAWINGS & REPORTS

SUBDIVISION: White Rose Park Phase 3 (88 lots)

List of Drawings

Drawings prepared by Triton Engineering Services Limited dated August 18, 2022;

1. EROSION, SEDIMENT CONTROL PLAN
2. GENERAL SERVICING PLAN
3. LOT GRADING PLAN
4. STREET A PLAN AND PROFILE, FROM STA 0+000 TO 0+095
5. STREET C PLAN AND PROFILE, FROM STA 0+095 TO 0+335
6. STREET D PLAN AND PROFILE, FROM STA 0+335 TO CUL DE SAC
7. STREET B PLAN AND PROFILE, FROM STA 0+520 TO 0+500
8. STORM SEWER DRAINAGE PLAN
9. SANITARY SEWER DRAINAGE PLAN
10. STORM WATER MANAGEMENT FACILITY PLAN
11. STORM WATER MANAGEMENT FACILITY PROFILE, SECTION AND DETAILS
12. NOTES AND DETAILS
13. DETAILS

List of Reports

Archeology Report

December 19, 2019

Fisher Archaeological Arch Report Stage 1 and Stage 2

Environmental Impact Study

January 22, 2018

SAAR

Environmental Impact Study

May 23, 2018

SAAR

Wetland Memo

February 17, 2020

SAAR

Wetland Memo

July 5, 2020

SAAR

Consolidated EIA Report

Functional Servicing Report

July 2022

Triton

Functional Servicing Report

Geotechnical Report

July 31, 2019

Peto MacCallum

Geotechnical Report

Hydrogeological Site Assessment

October 17, 2019	Peto MacCallum	HAS memo
December 16, 2019	Peto MacCallum	HAS memo revised
July 8, 2020	Peto MacCallum	Hydrogeological Site Assessment

Planning Report

August 2, 2018	Cuesta Planning	Planning Report
----------------	-----------------	-----------------

SCHEDULE "C"

ESTIMATED CONSTRUCTION COSTS

See the following pages for Consulting Engineer's cost estimates.

SCHEDULE "D"

FORM OF LETTER OF CREDIT

Sample - Letter of Credit to be provided as security to the Township for the completion of all site works as approved in the _____ Pre-Servicing Agreement.

**NAME OF BANK
BRANCH OR DEPARTMENT
ADDRESS**

DATE

LETTER OF CREDIT NO. _____

TO: The Corporation of the Township of Southgate

We hereby authorize you to draw on Bank Name and Address, for the account of our customer, up to an aggregate amount of _____00/100 Dollars () available on demand as follows:

Pursuant to the request of our Customer, we Bank Name hereby establish and give to you an irrevocable Standby Letter of Credit (the "credit") in your favour in the total amount of _____00/100 Dollars (____) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have a right as between yourself and our Customer to make such demand and without recognizing any claim of our customer.

Provided, however, that you are to deliver to us at such time as written demand for payment is made upon us a certificate purported to be signed by an authorized officer of the Township of _____, agreeing and/or confirming that monies drawn pursuant to this Credit No. _____ will be retained and used by you to meet any obligations in connection with the Agreement.

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

This credit will continue to the _____ day of _____, _____ and will expire at the Branch address at the close of banking business on that date.

It is condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your written certification, that the amount will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. Partial drawings are permitted.

Bank

SIGNED

SIGNED

[This wording cannot be altered and must be printed on official bank letterhead with original signatures.]

6745696.1