

**By-law Number 34-2018**  
**of The Regional Municipality of Durham**

Being a by-law to authorize the Regional Chair and Regional Clerk to execute subdivision agreements within the approved boundaries of the community of Seaton.

Whereas many subdivision agreements within the approved boundaries of the community of Seaton are entered into by the Region are substantially in standard form.

And Whereas the form and substance of subdivision agreements has been considered and approved of by Regional Council;

And Whereas the authority to execute subdivision agreements has in the past been implemented by individual by-laws;

And Whereas it is considered expedient to have a specific by-law authorizing the Chair and Clerk to execute the subdivision agreement within the approved boundaries of the community of Seaton provided the agreements are substantially in accordance with a standard form or meet certain other requirements as set forth in this by-law.

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

**1. Interpretation**

**1.1 In this by-law:**

- (a) “Approved Subdivision Agreement” means the estate residential subdivision agreement approved for use by the Region pursuant to Section 1.2;
- (b) “Development Charges” means charges imposed pursuant to development charge by-laws enacted by the Region under the *Development Charges Act, 1997* or a successor statute;
- (c) “Region” means The Regional Municipality of Durham;
- (d) “Seaton” means the lands generally described as being bounded: to the south by the Canadian Pacific Railway right-of-way; to the west by West Duffins Creek; to the north by Provincial Highway No. 7; and to the east by Sideline 16 and the boundary between the City of Pickering and the Town of Ajax, and excludes the lands comprising the Hamlet communities of Whitevale, Green River and Brougham;

- (e) “Subdivider” means the owner of lands who has applied for approval of a plan of subdivision;
- (f) “Solicitor” means the Director, Legal Services of The Regional Municipality of Durham or their designate;
- (g) “Treasurer” means the Treasurer of The Regional Municipality of Durham, or their designate.

1.2. The Seaton Subdivision Agreement attached to this by-law as Schedule “A” is approved.

## **2. Authority**

2.1 Subject to Section 2.2 of this by-law, the Chair and the Clerk are authorized to execute any Seaton Subdivision Agreement that is substantially in accordance with the Approved Subdivision Agreement, or which may contain any additional provisions necessary to implement Regional policies or conditions of subdivision approval regarding matters not otherwise addressed in the Approved Subdivision Agreement.

2.2 Prior to presenting any subdivision agreement under the authority contained in Section 2.1 to the Chair and Clerk for execution, Regional staff shall ensure the following in regard to such agreement:

- (a) It is substantially in accordance with the form and content of the Approved Subdivision Agreement;
- (b) Any additional provisions are necessary to implement Regional policies or conditions of subdivision approval regarding matters not otherwise addressed in the Approved Subdivision Agreement;
- (c) On or before the execution of the agreement, all local improvement charges assessed against the lands for Regional services have been commuted and paid;
- (d) Subject to Section 2.2(f) of this by-law, the Region has received payment of the Development Charges payable in regard to the Development Charges Act, 1997, in accordance with the Approved Subdivision Agreement;
- (e) Where the Subdivider elects to defer any payment of Development Charges in accordance with the Approved Subdivision Agreement, the Region has received a letter of credit, in a form acceptable to the Regional

Solicitor and the Treasurer, in an amount equal to 110 percent of the Development Charges that remain payable in the Subdivision Agreement;

- (f) The Region has received payment in regard to the following:
  - (i) the costs associated with processing of the plan of subdivision and supervising the servicing of the land subject thereto in accordance with the Approved Subdivision Agreement;
  - (ii) legal expenses, financial administration fees and registration fees in accordance with the Approved Subdivision Agreement;
- (g) The Region has received a letter of credit, in a form acceptable to the Solicitor and the Treasurer, in the amount equal to the sum required in accordance with Regional policy based on the estimated costs of the Regional services to be installed by the Subdivider;
- (h) The Region has received a certified copy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance in accordance with the Approved Subdivision Agreement, to the satisfaction of the Treasurer; and
- (i) The pay assurance provisions of the Approved Subdivision Agreement have been included, if applicable.

2.3 The Chair and Clerk are authorized to execute any Seaton Subdivision Agreement which, while not satisfying the requirements of Section 2.1, has been prepared to implement arrangements that were the subject matter of a report and were approved by Regional Council.

### **3. Effective Date**

3.1 This by-law shall come into force and takes effect the 1<sup>st</sup> day of July, 2018.

This By-law Read and Passed on the 13<sup>th</sup> day of June, 2018.

---

G.L. O'Connor, Regional Chair and CEO

---

R. Walton, Regional Clerk

**Schedule A**

**SUBDIVISION AGREEMENT  
TABLE OF CONTENTS**

INTERPRETATION ..... 1

Definitions..... 1

Schedules..... 2

References ..... 3

Extended Meanings..... 3

Subdivider’s Expense ..... 3

  

REGIONAL SERVICES..... 4

Design and Installation ..... 4

Authorization to Commence Work ..... 4

Additional Work ..... 4

Completion of the Works ..... 5

Maintenance of the Works ..... 5

"As Recorded" Drawings ..... 5

Emergency Repairs ..... 5

Restoration of Roads..... 5

  

FINANCIAL MATTERS..... 5

Cost of the Works ..... 5

Development Charges ..... 6

Method of Payment of Development Charges..... 8

Commutation of Rates and Charges ..... 11

Fees ..... 11

Performance and Maintenance Security..... 12

Pay Assurance ..... 13

Insurance..... 15

Indemnification ..... 16

  

DEFAULT ..... 16

Events of Default ..... 16

Remedies of Default ..... 16

  

OTHER MATTERS..... 17

Use of the Lands ..... 17

Notice of Agreement..... 17

Postponement ..... 17

Conveyances..... 17

Approval of the Plan for Registration ..... 17

Connection Approvals ..... 17

Further Assurances ..... 18

Notices..... 18

Successors and Assigns ..... 19

Legal File AGT-  
Works File



## SUBDIVISION AGREEMENT

This Agreement dated \_\_\_\_\_, 2018 is made

B E T W E E N:

\_\_\_\_\_  
(the "Subdivider")

NORTH PICKERING COMMUNITY MANAGEMENT INC.  
(the "Trustee")

- and -

THE REGIONAL MUNICIPALITY OF DURHAM  
(the "Region")

- and -

\_\_\_\_\_  
(the "Encumbrancers")

## RECITALS

WHEREAS:

- (a) The Subdivider is the registered owner of the Lands;
- (b) The Subdivider warrants the Encumbrancers are the only Encumbrancers of the Lands;
- (c) The Draft Plan of Subdivision was approved on \_\_\_\_\_ by \_\_\_\_\_ subject to the terms and conditions contained in Schedule B; and
- (d) The 40M-Plan will not be registered until the terms and conditions of draft plan approval herein contained have been met, pursuant to Section 51 of the *Planning Act*.

NOW THEREFORE the Subdivider, the Region and the Encumbrancers agree as follows:

## INTERPRETATION

### Definitions

1. In this Agreement and in the recitals above,
  - (a) "**Agreement**" means this subdivision agreement and all referenced Schedules including the drawings referenced in the definition of "Works" which shall all inclusively be considered the complete and entire Agreement.
  - (b) "**Allocation of Capacity Schedule**" shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
  - (c) "**Commissioner**" means the Commissioner of Works for the Regional Municipality of Durham or his/her designate.

- (d) **“Completion Acceptance Letter”** means the letter described in Section 14.
- (e) **“Development Charges Letter of Credit”** means the letter of credit described in Section 23.
- (f) **“Final Acceptance Letter”** means the letter described in Section 15.
- (g) **“Lands”** means the lands legally described as \_\_\_\_\_ in the \_\_\_\_\_ in the Regional Municipality of Durham.
- (h) **“Performance and Maintenance Letter of Credit”** means the letter of credit or surety bond described in Section 35.
- (i) **“Plan”** means the draft M-Plan.
- (j) **“Region”** means The Regional Municipality of Durham acting as a body corporate and, where the context requires, includes all employees, officers, servants and agents of The Regional Municipality of Durham.
- (k) **“Regional Attribution Water Supply DC Prepayment”** shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
- (l) **“Regional Attribution Sanitary Sewerage DC Prepayment”** shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
- (m) **“Regional Front-Ending Agreement”** means the front-ending agreement for the first phase of Seaton executed by the parties identified on Schedule “J” and dated November 26, 2015.
- (n) **“Regional Roads Development Charges”** means development charges in accordance with the *Development Charges Act, 1997*, as amended, and the terms of the Regional Front-Ending Agreement, towards the Regional Roads component of the total development charges payable from time-to-time.
- (o) **“Regional Sewage System”** shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
- (p) **“Regional Water System”** shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
- (q) **“Seaton Landowners”** shall mean those parties identified on Schedule “K”.
- (r) **“Trustee”** shall have the meaning ascribed to it in the Regional Front-Ending Agreement.
- (s) **“Works”** means all of the sanitary sewers and appurtenances, sanitary sewer connections, watermains and appurtenances, water service connections, Regional storm sewers and appurtenances, Regional storm sewer connections, and Regional road work to be installed as shown on the engineering drawings titles as \_\_\_\_\_ and upon contractual agreement between the parties shall be available at the Works Department of the Region for viewing and includes the removal of any existing services as noted on such drawings.

## Schedules

2. The following Schedules are attached to and form part of this Agreement:

Schedule A Solicitor's Certificate of Ownership of the Lands

Schedule B	Region's Conditions for Draft Plan Approval
Schedule C	List of Lots for which Development Charges are Paid
Schedule D	Estimated Cost of the Works
Schedule E	Calculation of Performance Guarantee
Schedule F	Lands, Easements or Licences to be Conveyed or Transferred to the Region
Schedule G	Special Conditions
Schedule H	Region's Policy on Cost Sharing of Services
Schedule I	Contact Information for Prime Contractor
Schedule J	List of Parties to the Regional Front-Ending Agreement
Schedule K	List of the Seaton Landowners
Schedule L	Trustee's Notice Letter

### **References**

- References in this Agreement to Sections and Schedules are to Sections and Schedules in this Agreement.

### **Extended Meanings**

- This Agreement shall be read with all changes in gender or number as the context may require.

### **Subdivider's Expense**

- Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.

### **TRUSTEE**

- The Trustee acknowledges and confirms all its commitments, requirements and obligations set-out in the Regional Front-Ending Agreement, both general and specific, and the Trustee acknowledges and agrees that nothing herein shall modify, cancel, relieve or diminish any such commitments, requirements or obligations except as may be expressly set out herein.
- The Trustee shall, on or before the execution of this Agreement, provide to the Region with notice, in the form attached as Schedule "L" and otherwise in a form satisfactory to the Region, which notice shall advise, warrant, certify and confirm the following matters to the Region on behalf of Seaton Landowners:
  - the matters in section 8.1.9 of the Regional Front-Ending Agreement, and in particular the allocation of Regional Road development charge credits available to the Subdivider;
  - the matters in section 11.1.2 of the Regional Front-Ending Agreement, and in particular the allocation of Water and Sanitary Sewerage development charge credits available to the Subdivider;
  - the matters in section 12.3.3 of the Regional Front-Ending Agreement, and in particular the allocation of capacity in the Regional Water System and the Regional Sanitary Sewerage System to the Subdivider and:
    - that the Subdivider is in good standing and is not in any financial default under the Regional Front-Ending Agreement or any landowner cost-sharing agreement or agreements; and
    - that the lots or units in the plan of subdivision or plan of

condominium are consistent with the Allocation of Capacity Schedule;

- (d) the matters identified in section 14.1.1 of the Regional Front-Ending Agreement, and in particular the Subdivider's share of the transit contribution described therein; and
- (e) the matters in section 7.3.2 of the Regional Front-Ending Agreement.

## **REGIONAL SERVICES**

### **Design and Installation**

- 8. (1) In this Section, "plans" means the plans, profiles, contours, surveys and other engineering reports, materials, drawings, data and investigations required to complete the design and installation of the Works.
- (2) The Subdivider shall be responsible for the preparation of all plans and the installation of all Works. The plans shall be prepared and the installation of the Works shall be undertaken in accordance with all applicable federal, provincial and municipal laws, by-laws, rules, regulations, standards and other governmental requirements and the Design and Construction Specifications for Regional Services. Where no materials are specified in the Design and Construction Specifications for Regional Services, the materials shall be approved by the Region prior to the installation of the Works.
- (3) At the request of the Region, the Subdivider shall make all necessary changes or deletions to the plans and the scope of the Works shall be adjusted accordingly.

### **Authorization to Commence Work**

- 9. The Subdivider shall not commence the installation of the Works without written permission from the Region. Such permission shall not be given until,
  - (a) all monies, securities and insurance policies required by this Agreement have been delivered to the Region;
  - (b) this Agreement has been registered against title to the Lands;
  - (c) the lands and easements set out in Schedule F have been conveyed to the Region; and
  - (d) the Subdivider has obtained all necessary approvals for the installation of the Works.

### **Additional Work**

- 10. If at any time prior to completing the installation of the Works the Region is of the opinion that additional Regional services are necessary to service the Lands or that existing Regional services need to be removed from the Lands, the Subdivider shall install or remove such services at the request of the Region.
- 11. The Subdivider's cost of any additional regional road services, Regional storm sewer works and appurtenances and shared stormwater management facility shall be calculated in accordance with Schedule H and for the purposes of Schedule H and the Cost Sharing Policy for Regional Services the Subdivider is deemed to be the minimum sizer in all cases. For greater clarity the provisions of Schedule H and the Cost Sharing Policy for Regional Services do not apply to water and sanitary sewer works identified in an area specific development charges by-law applicable to the Lands.

## **Completion of the Works**

12. The completion dates for the installation of the Works shall be as follows:
  - (a) All regional underground services on or before \_\_\_\_\_
  - (b) Base course asphalt on Regional roads on or before \_\_\_\_\_
  - (c) Surface course asphalt and sodding on Regional roads on or before \_\_\_\_\_
13. If the Subdivider fails to complete the installation of the Works by such dates, the Subdivider shall pay to the Region, as predetermined liquidated damages, the sum of one hundred dollars (\$100.00) per day beyond the completion date for every hundred thousand dollars worth of uncompleted work unless the Subdivider has been prevented from so doing by reason of strike, lock-out, material shortages, or natural calamities beyond the reasonable control of the Subdivider.
14. After the Works have been installed to the satisfaction of the Region, the Region shall issue a Completion Acceptance Letter confirming completion of the Works and the commencement date for the Maintenance Period.

## **Maintenance of the Works**

15. The Subdivider shall maintain the Works for a minimum period of two (2) years. At the conclusion of the maintenance period, the Region shall re-inspect the Works and, if acceptable, the Region shall issue the Final Acceptance Letter confirming such acceptance and the termination of the maintenance period. Upon the issuance of the Final Acceptance Letter, the Region shall assume ownership of, and all operation and maintenance responsibilities for, the Works.

## **"As Recorded" Drawings**

16. Prior to the issuance of the Final Acceptance Letter, the Subdivider shall submit to the Region, complete in accordance with Regional standards, "as recorded" drawings for the Works.

## **Emergency Repairs**

17. The Region may enter upon the Lands at any time for the purpose of making emergency repairs to any of the Works. In such situation the Region shall not be deemed to have accepted any of the Works or assumed any liability in connection with the Works.

## **Restoration of Roads**

18. The Subdivider shall be responsible for the clean-up and repair of all Regional and local roads, including boulevards, which become dirty or damaged as a result of the installation of the Works. Within 48 hours of verbal notification to the Subdivider by the Region, the Subdivider shall undertake such works as are necessary to clean-up or repair the roads. In the event the Subdivider fails to comply, the Region may arrange for the necessary work to be undertaken at the expense of the Subdivider. At the Region's discretion and without further notice to the Subdivider, the monies for these works may be drawn or claimed against any financial securities filed with the Region in accordance with Section 35.

# **FINANCIAL MATTERS**

## **Cost of the Works**

19. (a) The Subdivider's Cost of the regional road services, Regional storm sewer works and appurtenances and shared stormwater management facilities

shall be calculated in accordance with the Cost Sharing Policy for Regional Services contained herein at Schedule H and for the purposes of Schedule H and the Cost Sharing Policy for Regional Services the Subdivider is deemed to be the minimum sizer in all cases. The estimated Subdivider's cost is as set out herein at Schedule D. The Region will finance the balance of the cost, that is, the difference between the total cost and the Subdivider's cost. The Region's estimated cost of the Works is as set out herein at Schedule D. For greater clarity, the provisions of Schedule H and the Cost Sharing Policy for Regional Services do not apply to water and sanitary sewer works identified in an area specific development charges by-law applicable to the Lands.

- (b) After the construction of the Works is complete and the Region has issued a Completion Acceptance Letter, the Region will reimburse the Subdivider, upon receipt of an invoice and a Statutory Declaration for the Region's share of the cost of the Works. Included with the invoice shall be all pertinent data and calculations, including copies of the tender(s) used to determine the Region's share.

**Development Charges**

20. The Subdivider shall pay to the Region, Regional development charges for each dwelling unit within the Plan at the rate in effect at the time payment is made in accordance with the Region's development charge by-laws. The development charges calculated as of the date of this Agreement are as follows:

(a) **Sanitary Sewerage Services**

**i. Seaton Landowner Constructed Sanitary Sewerage**

_____ Single and Semi Detached @ \$2,661.00/unit	\$ _____
_____ Medium Density Multiples @ \$2,110.00/unit	\$ _____
_____ Apartments @ \$1,215.00/unit	\$ _____
<b>Sub-Total:</b>	<b>\$ _____</b>
Less Applicable Credits Identified in Schedule L	(\$ _____)
<b>Total:</b>	<b>\$ _____</b>

**ii. Regional Seaton Specific Sanitary Sewerage**

_____ Single and Semi Detached @ \$1,440.00/unit	\$ _____
_____ Medium Density Multiples @ \$1,142.00/unit	\$ _____
_____ Apartments @ \$659.00/unit	\$ _____
<b>Sub-Total:</b>	<b>\$ _____</b>
Less Applicable Credits Identified in Schedule L	(\$ _____)
<b>Total:</b>	<b>\$ _____</b>

**iii. Regional Attribution Sanitary Sewerage**

_____ Single and Semi Detached @ \$2,276.00/unit	\$ _____
_____ Medium Density Multiples @ \$1,805.00/unit	\$ _____
_____ Apartments @ \$1,040.00/unit	\$ _____
<b>Sub-Total:</b>	<b>\$ _____</b>

(b) **Water Supply Services**

**i. Seaton Landowner Constructed Water Supply**

_____ Single and Semi Detached @ \$2,840.00/unit	\$ _____
_____ Medium Density Multiples @ \$2,254.00/unit	\$ _____
_____ Apartments @ \$1,298.00/unit	\$ _____

Sub-Total:

\$

Less Applicable Credits Identified in Schedule L

(\$

)

Total:

\$

ii. Regional Seaton Specific Water Supply

Single and Semi Detached @ \$4,264.00/unit

\$

Medium Density Multiples @ \$3,383.00/unit

\$

Apartments @ \$1,948.00/unit

\$

Sub-Total:

\$

Less Applicable Credits Identified in Schedule L

(\$

)

Total:

\$

iii. Regional Attribution Water Supply

Single and Semi Detached @ \$3,700.00/unit

\$

Medium Density Multiples @ \$2,935.00/unit

\$

Apartments @ \$1,690.00/unit

\$

Sub-Total:

\$

(c) Regional Road Services

Single and Semi Detached @ \$9,250.00/unit

\$

Medium Density Multiples @ \$7,432.00/unit

\$

Two Bedroom Apartment and Larger @ \$5,373.00/unit

\$

One Bedroom Apartment and Smaller @ \$3,502.00/unit

\$

Sub-Total:

\$

Less Applicable Credits Identified in Schedule L

(\$

)

Total:

\$

(d) Regional Police Services

Single and Semi Detached @ \$715.00/unit

\$

Medium Density Multiples @ \$575.00/unit

\$

Two Bedroom Apartment and Larger @ \$416.00/unit

\$

One Bedroom Apartment and Smaller @ \$271.00/unit

\$

Sub-Total:

\$

(e) Long-Term Care

Single and Semi Detached @ \$19.00/unit

\$

Medium Density Multiples @ \$15.00/unit

\$

Two Bedroom Apartment and Larger @ \$11.00/unit

\$

One Bedroom Apartment and Smaller @ \$7.00/unit

\$

Sub-Total:

\$

(f) Development Related Studies

Single and Semi Detached @ \$19.00/unit

\$

Medium Density Multiples @ \$15.00/unit

\$

Two Bedroom Apartment and Larger @ \$11.00/unit

\$

One Bedroom Apartment and Smaller @ 7.00/unit

\$

Sub-Total:

\$

(g) Paramedic Services

Single and Semi Detached @ \$170.00/unit

\$

Medium Density Multiples @ \$137.00/unit

\$

Two Bedroom Apartment and Larger @ \$99.00/unit

\$

One Bedroom Apartment and Smaller @ \$64.00/unit

\$

	<b>Sub-Total:</b>	<b>\$</b> _____
<b>(h) GO Transit</b>		
_____	Single and Semi Detached @ \$723.00/unit	<b>\$</b> _____
_____	Medium Density Multiples @ \$641.00/unit	<b>\$</b> _____
_____	Two Bedroom Apartment and Larger @ \$454.00/unit	<b>\$</b> _____
_____	One Bedroom Apartment and Smaller @ \$270.00/unit	<b>\$</b> _____
	<b>Sub-Total:</b>	<b>\$</b> _____
<b>(i) Regional Transit</b>		
_____	Single and Semi Detached @ \$1,143.00/unit	<b>\$</b> _____
_____	Medium Density Multiples @ \$919.00/unit	<b>\$</b> _____
_____	Two Bedroom Apartment and Larger @ \$664.00/unit	<b>\$</b> _____
_____	One Bedroom Apartment and Smaller @ \$431.00/unit	<b>\$</b> _____
	<b>Sub-Total:</b>	<b>\$</b> _____
<b>(j) Health and Social Services</b>		
_____	Single and Semi Detached @ \$123.00/unit	<b>\$</b> _____
_____	Medium Density Multiples @ \$99.00/unit	<b>\$</b> _____
_____	Two Bedroom Apartment and Larger @ \$72.00/unit	<b>\$</b> _____
_____	One Bedroom Apartment and Smaller @ \$47.00/unit	<b>\$</b> _____
	<b>Sub-Total:</b>	<b>\$</b> _____
<b>(k) Housing Services</b>		
_____	Single and Semi Detached @ \$387.00/unit	<b>\$</b> _____
_____	Medium Density Multiples @ \$311.00/unit	<b>\$</b> _____
_____	Two Bedroom Apartment and Larger @ \$225.00/unit	<b>\$</b> _____
_____	One Bedroom Apartment and Smaller @ \$147.00/unit	<b>\$</b> _____
	<b>Sub-Total:</b>	<b>\$</b> _____

**Method of Payment of Development Charges**

21. The Subdivider shall pay to the Region with respect to each dwelling unit within the Plan:
- (a) at the time of execution of this Agreement those charges described in Section 20, subsections:

i. (a) Sanitary Sewerage Services, less credits in the amount of \$;

ii. (b) Water Supply Services, less credits in the amount of \$; and

iii. (c) Regional Road Services, less credits in the amount of \$.

(b) at the time a building permit is issued those charges described in Section 20, subsections:

i. (d) Regional Police Services;

ii. (e) Long-Term Care;

iii. (f) Development Related Studies;

iv. (g) Emergency Medical Services;

v. (h) GO Transit;

vi. (i) Durham Transit; and

vii. (j) Health and Social Services.

22. Notwithstanding Section 21, the Subdivider, which shall not include a Subdivider of any high density blocks or condominium blocks, shall pay to the Region the development charges with respect to regional road services in the following manner:

- (a) At any time at the option of the Subdivider by cash or certified cheque 100 percent of the outstanding development charges with respect to regional road services;

OR

- (b) (i) on the date of the execution of this Agreement, 50 percent of the development charges which will be applied to the lots listed in Schedule "C" with respect to regional road services adjusted in accordance with the provisions of the Region's development charge by-law to the date of payment; and

- (ii) on the first anniversary date of the execution of this Agreement, 50 percent of the development charges with respect to regional road services adjusted in accordance with the provisions of the Region's development charge by-law to the date of payment.

23. The balance of any outstanding development charges payable in accordance with Section 22(b) shall be secured by a Letter of Credit, in a form acceptable to the Regional Solicitor and the Treasurer of the Region, in the amount of \$ being 110 percent of the outstanding balance. The Region may draw on the Letter of Credit for the full or partial payment of development charges owing to the Region and may recover the outstanding balance of development charges, if any, from the Subdivider.

24. The Letter of Credit described in sections 22(b) and 23 shall be kept in good standing for an initial period of one year and, if deemed necessary by the Region, shall be renewed for further one year periods for any outstanding balance of development charges owing to the Region at the time of the renewal. If the letter of credit is not so renewed, the Region shall have the right to draw the full payment of development charges owing to the Region and may recover the outstanding balance of development charges, if any, from the Subdivider.

25. In addition to section 22 of this Agreement, and with respect to Regional Road Development Charges only, the Subdivider may elect to pay such charges in accordance with section 8.1.7 of the Regional Front-Ending Agreement in place of either option described in section 22 of this Agreement.

26. With respect Landowner Constructed Water Supply DCs, Landowner Constructed Sanitary Sewerage DCs, Regional Seaton-Specific Water Supply DCs and Regional Seaton-Specific Sanitary Sewerage DCs only, the Subdivider may elect to pay such charges in accordance with section 11.1.7 of the Regional Front-Ending Agreement.

27. The rates used in calculating the outstanding balance of development charges owing to the Region shall be established in accordance with the provisions of the Region's Development Charge By-laws. In the event the development charges are:

- (a) Increased and the letter of credit is insufficient to satisfy the payment of outstanding development charges to which the Region is entitled to be paid in accordance with Section 22(b), the Region shall give written notice to the Subdivider requiring the Subdivider to increase the letter of credit to an amount equal to 55 percent of the development charges as determined under Section 20 or 110 percent of the outstanding balance, whichever is less. In the event the letter of credit is not so increased within 20 days

after the Region's notice in that regard, the Region may, without further notice to the Subdivider, draw upon the letter of credit for the total amount outstanding and may recover the balance from the Subdivider.

- (b) Reduced, the Region will authorize the reduction of the letter of credit to an amount equivalent to 55 percent of the development charges as determined under Section 20 or 110 percent of the outstanding balance, whichever is less.

28. If, at the time of the issuance of a building permit or permits in regard to a lot on the Plan for which payments have been made pursuant to Section 22(b):

(a) Change in Type of Dwelling Unit (Increase)

Where the type of dwelling unit for which building permits are being issued is different than that used for the calculation and payment under Section 22, and there has been no change in the zoning affecting such lot, and the development charges for the type of dwelling unit for which building permits are being issued were greater at the time that payments were made pursuant to Section 22 than for the type of dwelling unit used to calculate the payment under Section 22, an additional payment to the Region is required (and/or a correction is to be made to the credits used), which payment and/or correction, in regard to such different unit types, shall be the difference between the development charges in respect to the type of dwelling unit for which building permits are being issued, calculated as at the date of issuance of the building permit or permits, and the development charges previously collected in regard thereto, adjusted in accordance with the Region's development charge by-law to the date of issuance of the building permit or permits.

(b) Change in Type of Dwelling Unit (Decrease)

Where the type of dwelling unit for which building permits are being issued is different than that used for the calculation and payment under Section 22, and there has been no change in the zoning affecting such lot, and the development charges for the type of dwelling units for which building permits are being issued were less at the time that payments were made pursuant to Section 22 than for the type of dwelling unit used to calculate the payment under Section 22, a refund in regard to such different unit types shall be paid by the Region (and/or a correction is to be made to the credits used), which refund and/or correction shall be the difference between the development charges previously collected, adjusted in accordance with the Region's development charge by-law to the date of issuance of the building permit or permits, and the development charges payable in respect of the type of dwelling unit for which building permits are being issued, calculated as at the date of issuance of the building permit or permits.

(c) Change in Number of Dwelling Units (Increase)

Where the total number of dwelling units of a particular type for which building permits have been or are being issued is greater, on a cumulative basis, than that used for the calculation and payment under Section 22, and there has been no change in the zoning affecting such lot, an additional payment to the Region is required (and/or a correction is to be made to the credits used), which payment and/or correction shall be calculated on the basis of the number of additional dwelling units at the rate prevailing as at the date of issuance of the building permit or permits.

(d) Change in Number of Dwelling Units (Decrease)

Where the total number of dwelling units of a particular type for which building permits have been or are being issued is less, on a cumulative

basis, than that used for the calculation and payment under Section 22, and there has been no change in the zoning affecting such lot, a refund shall be paid by the Region(and/or a correction is to be made to the credits used), which refund and/or correction shall be calculated on the basis of the number of fewer dwelling units at the rate prevailing as at the date of issuance of building permit or permits.

- 29. Notwithstanding Section 28, a refund shall not exceed the amount of the development charges paid under Sections 20, 21, 22, 24, 27, and/or 28 hereof.
- 30. The Parties hereto acknowledge that the amount payable by the Subdivider under this Agreement on account of the Regional Attribution Water Supply DC Prepayment and the Regional Attribution Sanitary Sewerage DC Prepayment and due upon execution of this Agreement is nil.

**Transit Contribution**

- 31. On the date of execution of this Agreement the Subdivider shall pay to the Region by way of certified cheque the Subdivider’s share of the transit contribution pursuant to Article 14 of the Regional Front-Ending Agreement being the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). The provisions of section 28 shall apply *mutatis mutandis* to the transit contribution payment.

**Commutation of Rates and Charges**

- 32. Prior to the execution of this Agreement by the Region, the Subdivider shall commute and pay all local improvement charges, sewer rates and water works rates imposed against the Lands.

**Fees**

- 33. (1) In this Section,
  - (a) “Engineering Fee” means all costs and expenses incurred by the Region in reviewing, examining and inspecting the design and installation of the Works;
  - (b) “Local Connections” means all water connections, sanitary sewer connections and Regional storm sewer connections related to the Lands previously installed or paid for by the Region;
  - (c) “Local Services” means all watermains and appurtenances, sanitary sewers and appurtenances, Regional storm sewers appurtenances, and Regional road work related to the Lands previously installed or paid for by the Region; and
  - (d) “MOE Credit” means any payments made by the Subdivider for processing a Ministry of the Environment certificate for sanitary sewers, watermains and/or Regional storm sewers.

(2) The Engineering Fee is calculated by applying the applicable formula in the following chart to the total cost of the Works:

Total Cost of the Works	Engineering Fee
Less than \$100,000	3% (minimum \$250.00)
\$100,001-\$200,000	\$3,000 on first \$100,000 & 2.5% on next \$100,000
\$200,001-\$500,000	\$5,500 on first \$200,000 & 2.25% on next \$300,000
\$500,001-\$1,000,000	\$12,250 on first \$500,000 & 2.0% on next \$500,000
\$1,000,001-\$2,000,000	\$22,250 on first \$1,000,000 & 1.50% on next \$1,000,000
\$2,000,001-\$4,000,000	\$37,250 on first \$2,000,000 & 1.20% on next \$2,000,000

(3) The Engineering Fee only includes periodic inspection. If the Region is required to provide full-time on-site inspection services for the installation of the Works, then the Subdivider shall reimburse the Region for all costs and expenses incurred by the Region for such services. All such costs and expenses shall be in addition to the Engineering Fee.

(4) Prior to execution of this Agreement by the Region, the Subdivider shall pay to the Region by certified cheque the sum of \$\_\_\_\_\_ calculated as follows:

(a)	Engineering Fee	\$ _____
(b)	MOE Credit	( _____ )
(c)	Local Services	
	(i) Regional roads and storm sewers	_____
	(ii) Watermains	_____
	(iii) Sanitary sewers	_____
(d)	Local Connections	
	(i) Regional storm sewer connection	_____
	(ii) Water service connection	_____
	(iii) Sanitary sewer connection	_____
(e)	legal fees for the preparation and processing of this Agreement	<u>2,125.00</u>
(f)	financial administration fee	<u>475.00</u>
	TOTAL	\$ _____

34. The Subdivider shall reimburse the Region for the cost of registering this Agreement and all related documents against title to the Lands.

**Performance and Maintenance Security**

35. The Subdivider shall file with the Region a Performance and Maintenance Letter of Credit or Surety Bond in the amount of \$\_\_\_\_\_ as calculated in accordance with Section 36 and as shown on Schedule E in order to guarantee the due performance of all of the Subdivider’s obligations under this Agreement with respect to the installation of the Works. The Performance and Maintenance Letter of Credit shall be in a form satisfactory to the Region’s Treasurer.

36. The amount of the Performance and Maintenance Letter of Credit or Surety Bond was calculated as follows:

- (a) For those Works within the Plan which are of benefit to other lands outside the limits of the Plan and for those Works external to the Plan, 100% of the estimated cost of said Works.
- (b) For those Works within the Plan which are of benefit only to the Lands, as follows:

<u>Estimated cost of construction</u>	<u>Security Amount</u>
Less than \$100,000	25% (with a minimum of \$10,000 or estimated cost of construction whichever is less)
\$100,001 to \$200,000	\$25,000 on the first \$100,000; 20% on the remainder
\$200,001 to \$500,000	\$45,000 on the first \$200,000; 15% on the remainder
\$500,001 to \$1,000,000	\$90,000 on the first \$500,000; 12% on the remainder
Greater than \$1,000,000	\$150,000 on the first \$1,000,000; 10% on the remainder

37. The Performance and Maintenance Letter of Credit or Surety Bond shall be

reduced to an amount in accordance with Section 38 provided the Completion Acceptance Letter has been issued and the Subdivider has filed with the Region a statutory declaration stating that,

- (a) all services and materials with respect to the installation of the Works have been supplied and no amounts are owing to any person in relation to such materials or services;
- (b) no person has given notice of a claim for lien under the *Construction Lien Act*, R.S.O. 1990, c.30 against the Lands or any part thereof, and no person is entitled to make such a claim;
- (c) there are no judgments or executions filed against the Subdivider;
- (d) nothing is owing by the Subdivider or claimed against it for unemployment insurance deductions, income tax deductions or premiums under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997. c. 16, Sch. A;
- (e) the Subdivider has not made any assignment for the benefit of creditors, no receiving order has been made against it under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and no petition for such an order been served upon the Subdivider; and
- (f) forty-five (45) days have passed since the completion of the installation of the Works.

38. The reduction of the Performance and Maintenance Letter of Credit or Surety Bond, for the construction of the Works, shall be determined as follows:

<u>Estimated cost of construction</u>	<u>Security Amount</u>
Less than \$100,000	25% (with a minimum of \$10,000 or estimated cost of construction whichever is less)
\$100,001 to \$200,000	\$25,000 on the first \$100,000; 20% on the remainder
\$200,001 to \$500,000	\$45,000 on the first \$200,000; 15% on the remainder
\$500,001 to \$1,000,000	\$90,000 on the first \$500,000; 12% on the remainder
Greater than \$1,000,000	\$150,000 on the first \$1,000,000; 10% on the remainder

39. Upon issuance of the Final Acceptance Letter and provided no outstanding claims remain by the Region against the Subdivider under or arising out of this Agreement, the Region shall release the Letter of Credit or Surety Bond.

**Pay Assurance**

40. The following provisions shall apply where the Subdivider has posted security in accordance with this Agreement, and the Subdivider enters into a contract with a Prime Contractor to construct the works to which this Agreement relates, and provided that the Subdivider has notified the Region in writing of the name of the Prime Contractor prior to the commencement of construction by filling out Schedule I and provided that the Prime Contractor operates at arm's length to the Subdivider and is not otherwise under the control of the Subdivider.

In the event that a Prime Contractor then notifies the Region's Commissioner of Works in writing that monies are payable to the Prime Contractor from the Subdivider, the Subdivider acknowledges and agrees that the Region may make payment into escrow from the securities posted by the Subdivider subject to the following:

- i. The Prime Contractor has delivered to the Region a true copy of its invoice addressed to the Subdivider for payment of the installation of the works;
- ii. The Prime Contractor has delivered to the Region proof that the Prime Contractor has made a written demand for payment to the Subdivider to which the Subdivider has not responded for a period of sixty-one (61) days. The Prime Contractor has delivered to the Region a copy of the contract;
- iii. The Prime Contractor has delivered to the Region an Engineer's Certificate certifying that the works invoiced to the Subdivider by the Prime Contractor for which payment is sought from the Region has been completed satisfactorily in accordance with the Subdivider's obligations under this Agreement, and has further certified the date upon which the Prime Contractor's invoice became due and payable under the Subdivider's contract with the Prime Contractor, and has further confirmed that the Prime Contractor has performed and continues to perform its obligations under the terms of its contract with the Subdivider;
- iv. The Prime Contractor has executed a release and indemnity in a form satisfactory to the Region, releasing the Region from any and all claims the Prime Contractor may have against the Region and indemnifying the Region against any and all claims for loss arising from any source whatsoever resulting from the Region's disclosure of any amount in the Letter of Credit, from the Region's payment or non-payment into escrow, from the Region's release of any monies from the Letter of Credit to the Subdivider and shall agree to submit to arbitration and sign an agreement to be bound by the dispute resolution process pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended;
- v. The Subdivider agrees that the Prime Contractor may request at any time from the Region the amount remaining in the Subdivider's Letter of Credit upon signing the above release and indemnity.
- vi. The amount claimed by the Prime Contractor is at least Twenty-Five Thousand Dollars (\$25,000.00) and at least Thirty Thousand Dollars (\$30,000.00) is available in security posted by the Subdivider;
- vii. The Region shall be entitled to reimbursement of its Administrative costs, by deducting the Region's actual costs from any amount to be paid to the Prime Contractor;
- viii. The Subdivider agrees that it shall make no claims against the Region and hereby release and indemnify the Region of and from any claims arising from the payment or non-payment into escrow from the security posted by the Subdivider, or as a result of any action taken or not taken under this Agreement;
- ix. After Completion Acceptance, pursuant to Section 14, the Subdivider hereby acknowledges that the Region is authorized to call for the reduction of the Subdivider's security and to authorize payments into escrow of the amount in reserve if same is available where there exists a dispute between the parties;
- x. The Region shall not make payment into escrow any money in excess of the estimated value of the Works, as set out in Schedule D of this Agreement, less the amount to be secured for maintenance, such amount being calculated as the amount held in Section 30 less the amount held in Section 32;

- xi. Under no circumstances will the Region be obliged to draw down and pay the full amount of security it holds under this Agreement, and for greater certainty, the Region shall not be left with less than such amount being calculated as the amount held in Section 30 less the amount held in Section 32 and the amount for the Region's Administrative fees;
- xii. The Subdivider has made explicit reference to the Region's Pay Assurance provisions in any contract it enters into with a Prime Contractor for carrying out any of the works to be installed by the Subdivider under this Agreement;
- xiii. The Region shall have no obligation to pay the Subdivider's Prime Contractor;
- xiv. The Subdivider agrees that if for any reason the Region has released securities or is unable to cash or access the letter of credit, there shall be no claim against the Region available to the Prime Contractor; and

The Subdivider acknowledges and agrees that the Region may make payment out of escrow from the securities posted by the Subdivider subject to the following:

- xv. The Region shall pay monies out of escrow only in accordance with the formal award under the Arbitration Act, 1991, 5.0. 1991, c. 17, as amended.
- xvi. That the Subdivider acknowledges and agrees that it shall provide the required Engineer's Certificate in subsection (c) to the Prime Contractor.
- xvii. If the Region makes a payment or payments to the Prime Contractor in accordance with this Agreement, the Works for which the Prime Contractor receives payment from the Region out of the Subdivider's security shall be credited toward the Subdivider's obligations under this Agreement less the amount to be held under Section 30 on account of maintenance and less the Region's administrative charges;
- xviii. In the event that a Prime Contractor does not notify the Region's Commissioner in writing that monies are payable to the Prime Contractor from the Subdivider by the time the Subdivider satisfies Section 33, the Subdivider acknowledges that the reduction and Release of the securities provided by the developer shall follow Section 31 of this agreement.

## **Insurance**

- 41. (1) The Subdivider shall obtain and maintain policies of insurance with the following types of coverage and associated limits:
  - (a) General Liability coverage to a limit of \$5,000,000;
  - (2) Any insurance obtained under this Section shall name the Region as additional insured so that it is protected from claims by third parties, is protected from claims by insurers, and, in the case of insurance insuring against major perils, is able to receive the proceeds for the purposes of correcting any deficiencies arising as a result of any perils insured against which are not being rectified by the Subdivider.
  - (3) No policy of insurance shall contain a clause for exclusion for blasting.
  - (4) All insurance policies shall specify that they shall not be cancelled or

changed to reduce the coverage unless the insurance company has given thirty (30) days prior written notice to the Region.

(5) Certificates of insurance setting out the essential terms and conditions of the insurance shall be provided to the Region prior to the Region executing this Agreement and shall be continued until the Final Acceptance Letter has been issued. The certificate of insurance shall be in a form satisfactory to the Region's Treasurer.

(6) The issuance of any policy of insurance shall not be construed as relieving the Subdivider from responsibility from other or larger claims, if any, for which the Subdivider may be held responsible.

## **Indemnification**

42. Until the Final Acceptance Letter has been issued, the Subdivider shall indemnify and save harmless the Region from all losses, damages, costs, expenses, claims, demands and actions of every nature and kind whatsoever including death or injury (collectively referred to as "losses") arising directly or indirectly from the design, installation, maintenance or operation of the Works or any other obligation of the Subdivider under this Agreement, whether or not such losses are incurred by reason of negligence on the part of the Subdivider and whether such losses are sustained by the Region, the Subdivider or their employees, workmen, servants, agents or councillors or any other person or corporation.

## **DEFAULT**

### **Events of Default**

43. The Subdivider shall be in default under this Agreement if,
- (a) the Subdivider fails to install or maintain any part of the Works as required by this Agreement or fails to carry out any other obligation under this Agreement; or
  - (b) the Region receives legal notice, or otherwise finds, that the Subdivider has ceased to carry on business, whether such cessation of business is voluntary or involuntary.

### **Remedies of Default**

44. If the Subdivider is in default and such default has continued for a period of seven (7) days (or such longer period as may be reasonably required in the circumstances to cure the default) after receipt of notice from the Region setting out the particulars of the default, the Region may enter upon the Lands and do all such matters and things as are required to remedy the default, including the repair or reconstruction of faulty work and the replacement of substandard materials. Nothing in this Section shall require the Region to give notice in any situation deemed by the Region to be an emergency.
45. Actual costs incurred by the Region in carrying out any remedial work plus twenty five (25%) percent of such costs as a charge for overhead (to be construed as a liquidated amount, not as a penalty) shall be paid by the Subdivider to the Region.
46. The Region may draw upon the Letter of Credit to satisfy any costs associated with remedying any default.
47. Failure by the Region to exercise any of its rights, powers or remedies under this Agreement or any delay in doing so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

## **OTHER MATTERS**

### **Use of the Lands**

48. Pursuant to Schedule G, the Subdivider agrees it shall fulfill all conditions and requirements of Column III prior to making use of any lands in Column I for the purposes described in Column II.

### **Notice of Agreement**

49. This Agreement shall be registered against title to the Lands and shall be enforceable against the Subdivider and all subsequent owners of the Lands.
50. The Subdivider shall give to every purchaser of any part of the Lands actual notice of the existence and the terms of this Agreement and include such notice in any offer to purchase or other similar document dealing with the Lands.
51. At the request of the Subdivider, the Region shall release this Agreement from title to the Lands provided the Final Acceptance Letter has been issued and the Subdivider has paid to the Region the Region's fee and registration expenses for such release.

### **Postponement**

52. All rights and interests which the Encumbrancers have in the Lands are hereby postponed to this Agreement and any easement given pursuant to this Agreement.

### **Conveyances**

53. The Subdivider shall convey or ensure that the necessary party conveys to the Region on the signing of this Agreement the lands and interests in land set out in Schedule F. Any such conveyances shall be in a form acceptable to the Regional Solicitor.

### **Approval of the Plan for Registration**

54. The Subdivider shall, before the final approval of the Plan for registration, deliver to the Region the following:
- (a) The Subdivision Agreement fully executed by the Subdivider and the Encumbrancers and including the completed certificate forming Schedule A to this Agreement;
  - (b) The monies, securities and insurance as noted in this Agreement; and
  - (c) Completely executed copies, in a form suitable for registration of any deeds, easements, licences, transfers and other documents required by Section 53 of this Agreement and as shown on Schedule F.
  - (d) For residential plans of subdivision north of Taunton Road, signed copies of all Landowner Construction Contracts, as defined in the Regional Front-Ending Agreement, covering all Regional sanitary sewer, water supply, Regional road and stormwater works required on the Rossland Road extension from Brock Road to north of the CPR as well as copies of all required external agency approvals required to construct these works.

### **Connection Approvals**

55. Prior to making connection to the sanitary sewers and watermain being installed under the terms of this Agreement, the Subdivider shall obtain connection approvals from the Region. The Region shall not issue a connection approval until the Completion Acceptance Letter has been issued.

## Further Assurances

56. The Subdivider shall execute such further assurances of the rights hereby granted as deemed necessary by the Region.

## Notices

57. (1) Any notice required in writing in this Agreement shall be delivered to the following address:

To the Subdivider at:

- 
- , Ontario
- 

Attention: •  
Fax No. •

And to the Region at:

605 Rossland Road East  
Whitby, ON L1N 6A3

Attn: Regional Clerk

- (2) Notice shall be sufficiently given if,
- (a) delivered in person;
  - (b) sent by registered mail; or
  - (c) sent by facsimile transmission during normal business hours on a business day.
- (3) Each notice sent shall be deemed to have been received,
- (a) on the day it was delivered;
  - (b) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
  - (c) on the same day that it was sent by facsimile transmission or on the first business day thereafter if the day on which it was sent by facsimile transmission was not a business day.
- (4) The Subdivider may change its address for notice by giving notice to the Region's Clerk in the manner provided in this Section.

**Successors and Assigns**

58. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Recitals**

59. The Recitals contained in this agreement are true and correct and are legally binding and form a true part of this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**[SUBDIVIDER]**

2018/     /  
\_\_\_\_\_  
Name:  
Title:

2018/     /  
\_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation

**THE REGIONAL MUNICIPALITY OF DURHAM**

2018/     /  
\_\_\_\_\_  
G. L. O'Connor, Regional Chair and CEO

2018/     /  
\_\_\_\_\_  
Ralph Walton, Regional Clerk

[ENCUMBRANCER]

2018/ /

\_\_\_\_\_  
Name:  
Title:

2018/ /

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**

**Solicitor's Certificate**

IN THE MATTER OF: An application by Name of Subdivider (the "Subdivider") for final approval and release by the Regional Municipality of Durham (the "Region") of a proposed Plan of Subdivision (the "Lands") between the Subdivider and the Region dated Date of Agreement (the "Agreement").

I,  
a Solicitor duly qualified to practise law in the Province of Ontario hereby certify that the Subdivider is the owner in fee simple of the Lands in the Agreement.

I further certify that there are no mortgages or other encumbrances upon the Lands or any part thereof save and except the following:

A Charge in favour of registered by Instrument No. .

I further certify that Name of Subdivider is the owner in fee simple of all lands to be conveyed to the Region or over which easements or rights are to be conveyed to the Region pursuant to Paragraph 47 and Schedule "F" of the Agreement free from all encumbrances save and except the following:

A Charge in favour of registered by Instrument No.

This certificate is given by me to the Regional Municipality of Durham for the purpose of having the said Regional Municipality rely upon it and to act on it in approving and releasing the proposed Plan of Subdivision and for certifying the title.

DATED at                      this                      day of                      2017.

\_\_\_\_\_  
Solicitor

TO: THE REGIONAL MUNICIPALITY OF DURHAM

## **SCHEDULE “B”**

### **Conditions of Approval of the Region**

The Region’s conditions and amendments thereto applying to the approval of the final plan for registration of the subject subdivision are as follows:

following                      pages

## SCHEDULE "C"

For lots for which development charges for Regional road services have been paid on the date of execution of the agreement. This Schedule is final and conclusive.

**Lot No.**

**Lot Type**

**Payment (Regional Roads Only)**

## Subtotal

\$

### Additional amount required for 50% of development Charges

**\$**

## Total

**\$**

**SCHEDULE “D”**

**Estimated Cost of the Works**

Estimated cost of the Subdivider’s share of Regional services to be installed under paragraph 17(a) of this Agreement.

(i)	Regional roads and appurtenances	\$ _____
(ii)	Regional storm sewers and appurtenances	\$ _____
(iii)	Regional storm sewer connections	\$ _____
(iv)	Sanitary sewers and appurtenances	\$ _____
(v)	Sanitary Sewer connections	\$ _____
(vi)	Watermains and appurtenances	\$ _____
(vii)	Water connections	\$ _____
	TOTAL	\$ _____

Estimated cost of the Region’s share of Regional services to be installed under paragraph 17(a) of this Agreement.

(i)	Regional roads and appurtenances	\$ _____
(ii)	Regional storm sewers and appurtenances	\$ _____
(iii)	Regional storm sewer connections	\$ _____
(iv)	Sanitary sewers and appurtenances	\$ _____
(v)	Sanitary Sewer connections	\$ _____
(vi)	Watermains and appurtenances	\$ _____
(vii)	Water connections	\$ _____
	TOTAL	\$ _____

**SCHEDULE “E”**

**CALCULATION OF PERFORMANCE GUARANTEE**

**1. WORKS OF BENEFIT TO OTHER LANDS**

Regional Roads	\$ _____
Regional Storm Sewers	\$ _____
Regional Storm Sewer Connections	\$ _____
Sanitary Sewers	\$ _____
Sanitary Sewer Connections	\$ _____
Watermains	\$ _____
Water Connections	\$ _____
	\$ _____

**Bonding Required** \$

**2. WORKS OF BENEFIT TO ONLY THE LANDS**

Regional Roads	\$ _____
Regional Storm Sewers	\$ _____
Regional Storm Sewer Connections	\$ _____
Sanitary Sewers	\$ _____
Sanitary Sewer Connections	\$ _____
Watermains	\$ _____
Water Connections	\$ _____
	\$ _____

**Bonding Required: - \$ + % of \$** \$ \_\_\_\_\_

**TOTAL BONDING REQUIRED FOR 1. AND 2.** \$ \_\_\_\_\_

**SCHEDULE “F”**

**LANDS, EASEMENTS OR LICENCES TO BE GRANTED OR TRANSFERRED**  
**UNDER SECTION 53 OF AGREEMENT**

**SCHEDULE “G”**

**GENERAL AND SPECIAL CONDITIONS GOVERNING PLAN**

<u>Column I</u>	<u>Column II</u>	<u>Column III</u>
All lots included in the Plan	Make application to connect to the sanitary sewer and/or water connections to be constructed under the terms of this Agreement.	The Region has issued a “Completion Acceptance Certificate” for the Works.
All lots included in the Plan	Make application to connect to the sanitary sewer and/or water connections to be constructed under the terms of this Agreement.	The Region has issued a “Completion Acceptance Certificate” for all required downstream Sanitary Sewer Works and External Water Supply Works.
All lots included in the Plan	Make application to connect to the sanitary sewer and/or water connections to be constructed under the terms of this Agreement.	The Subdivider has provided signed copies of all of the Landowner Construction Contracts, as defined in the Regional Front Ending Agreement, covering all of the Employment lands Works as defined in the Regional Front Ending Agreement.
All lots included in the Plan	Apply for a building permit	The Region has issued a “Completion Acceptance Certificate” for the Works.
All lots including in the Plan	Apply for a building permit	The Region has issued a “Completion Acceptance Certificate” for all required downstream Sanitary Sewer Works and External Water Supply Works.
All lots including in the Plan	Apply for a building permit	The Subdivider has provided signed copies of all of the Landowner Construction Contracts, as defined in the Regional Front Ending Agreement, covering all of the Employment lands Works as defined in the Regional Front Ending Agreement.

## **SCHEDULE “H”**

### **COST SHARING POLICY FOR REGIONAL SERVICES**

#### **A. DEFINITION OF TERMS**

Abutting service	- shall include a service either existing or proposed, that is either located on a road allowance outside the limit of a subdivision but abuts the subdivision or located on a road allowance within the limit of a subdivision but abuts other lands outside the subdivision.
Cost	<ul style="list-style-type: none"><li>- for an existing service, shall be the current cost, as determined by the Region, of constructing the service.</li><li>- for a proposed service, shall be the final cost of designing and constructing the service, as determined by the Region, after the construction is complete.</li></ul>
External service	- shall include a service, either existing or proposed, that is located outside the limit of a subdivision but shall not include abutting service.
Internal service	- shall include a service, either existing or proposed, that is located within the limit of a subdivision but shall not include an abutting service.
Minimum size	- shall be the size of a service of sufficient size, as determined by the Region, to service a subdivision provided that the minimum size shall not be less than a two lane urban cross section road for regional roads, 200 millimetres in diameter for sanitary sewers, 100 millimetres in diameter for sanitary sewer connections, 300 millimetres in diameter for storm sewers, 150 millimetres in diameter for storm sewer connections, 150 millimetres in diameter for watermains and 19 millimetres in diameter for water connections.
Regional road	- shall be a road and related appurtenances that form part of the road system under the jurisdiction and control of the Regional Municipality of Durham and designed in accordance with Regional standards.
Regional road connection	- shall be that portion of a road and related appurtenances designed in accordance with Regional standards that provide direct access from the travelled portion of the regional road to a road under or planned to be under the jurisdiction of a lower-tier municipality or to a private driveway issued in accordance with the Region's Entranceway policy and by-law.
Sanitary sewer	- shall refer to a sanitary sewer system and related appurtenances designed in accordance with regional standards.
Sanitary sewer connection	- shall refer to a sanitary sewer service connection and related appurtenances designed in accordance with regional standards.
Sequential	- the next development which may proceed geographically for which all necessary external regional service

development	infrastructure is in place.
Service	- shall be a sanitary sewer, sanitary sewer connection, storm sewer, storm sewer connection, watermain or water connection.
Shared stormwater management facility	- shall refer to the portion of a storm sewer system, such as a storm water detention or retention pond, and related appurtenances that accommodates storm water drainage from a Regional Road, and may be shared with other benefiting users.
Storm sewer	- shall refer to a storm sewer system including catchbasins, connections, outfalls, inlets and related appurtenances under the jurisdiction and control of the Regional Municipality of Durham and designed in accordance with regional standards.
Storm sewer connection	- shall refer to a storm sewer service connection and related appurtenances under the jurisdiction and control of the Regional Municipality of Durham and designed in accordance with regional standards.
Subdivision	- shall mean the draft plan of subdivision approved, in accordance with the Planning Act, by the Regional Municipality of Durham, the Ministry of Housing or the Ontario Municipal Board subject to the conditions set out in Schedule D of this Agreement.
Water connection	- shall refer to a water service connection and related appurtenances designed in accordance with regional standards.
Watermain	- shall refer to a watermain system and related appurtenances designed in accordance with regional standards.

## **B. POLICY**

### **1. Sanitary Sewer, Storm Sewer and Watermain**

#### **(1) Internal service**

The cost of an internal service shall be shared between the Region and the Subdivider on the following basis:

- (a) For an internal service, which is not required to service the subdivision, the Region shall pay for 100 percent of the cost.
- (b) For an internal service, which is required to service the subdivision, the Subdivider shall pay for 100 percent of the cost for the minimum size required to service the subdivision and the Region shall pay for the balance of the cost.

#### **(2) Abutting service**

The cost of an abutting service shall be shared between the Region and the Subdivider on the following basis:

- (a) For an abutting service, which is not required to service the subdivision, the Region shall pay for 100 percent of the cost.

- (b) For an abutting service which is required to service the subdivision as well as other lands which are located outside the limit of the subdivision and abut the service, the Subdivider shall pay 50 percent of the cost for the minimum size required to service the subdivision and the Region shall pay for the balance of the cost.
  - (c) For an abutting service, which is required to service the subdivision, but will not service other lands which are located outside the limit of the subdivision and abut the service, the Subdivider shall pay for 100 percent of the cost for the minimum size required to service the subdivision and the Region shall pay for the balance of the cost.
- (3) External service

The cost of an external service shall be shared between the Region and the Subdivider on the following basis:

  - (a) For an external service, which is required to service the subdivision, the Subdivider shall pay 100 percent of the cost for the minimum size required to service the subdivision and the Region shall pay for the balance of the cost.
  - (b) For an external service, which is not required to service the subdivision, the Region shall pay for 100 percent of the cost.

## **2. Sanitary Sewer Connection, Storm Sewer Connection and Water Connection**

The cost of sanitary sewer connections, storm sewer connections and/or water connections shall be shared between the Region and the Subdivider on the following basis:

- (1) For lands within the subdivision

The Subdivider's cost of sanitary sewer connections, storm sewer connections and/or water connections shall be the total cost of the connections to each lot, block or building site within the subdivision.
- (2) For lands external to the subdivision

The cost of sanitary sewer connections, storm sewer connections and/or water connections to lands external to the subdivision shall be 100 percent paid for by the Region.

## **3. Regional Road Connection**

The cost of a regional road connection shall be shared between the Region and the Subdivider on the following basis:

- (1) The cost of underground electrical works and pole bases at locations determined by the Region to be candidates for future traffic signals shall be 100 percent paid for by the Region.
- (2) All other costs necessary to provide safe and efficient access and egress to the subdivision, including, but not limited to, costs for turning lanes, tapers and traffic control measures, shall be 100 percent paid for by the Subdivider.

## **4. Shared Stormwater Management Facility**

The cost of a shared stormwater management facility shall be shared between

the Region and the Subdivider on the following basis:

- (1) The Subdivider shall pay for 100 percent of the cost for the minimum size to service the subdivision and the Region shall pay for its share of the oversizing cost based on its percentage of area multiplied by the runoff coefficient for that portion of the stormwater system controlled by the shared stormwater management facility.

**SCHEDULE "I"**

**CONTACT INFORMATION FOR PRIME CONTRACTOR**

**SCHEDULE “J”**

**LIST OF PARTIES TO THE REGIONAL FRONT-ENDING AGREEMENT**

THE REGIONAL MUNICIPALITY OF DURHAM

1133373 ONTARIO INC.

LEBOVIC ENTERPRISES LIMITED

AFFILIATED REALTY CORPORATION LIMITED

CHESTERMETE INVESTMENTS LIMITED

HUNLEY HOMES LIMITED

1350557 ONTARIO LIMITED

ZAVALA DEVELOPMENTS INC.

ZAVALA DEVELOPMENTS INC., in TRUST

MATTAMY (SEATON) LIMITED

WHITE SUN DEVELOPMENTS LIMITED

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
Represented by the Minister of Economic Development, Employment, and Infrastructure

NORTH PICKERING COMMUNITY MANAGEMENT INC.

**SCHEDULE “K”**

**LIST OF SEATON LANDOWNERS**

THE REGIONAL MUNICIPALITY OF DURHAM

1133373 ONTARIO INC.

LEBOVIC ENTERPRISES LIMITED

AFFILIATED REALTY CORPORATION LIMITED

CHESTERMETE INVESTMENTS LIMITED

HUNLEY HOMES LIMITED

1350557 ONTARIO LIMITED

ZAVALA DEVELOPMENTS INC.

ZAVALA DEVELOPMENTS INC., in TRUST

MATTAMY (SEATON) LIMITED

WHITE SUN DEVELOPMENTS LIMITED

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
Represented by the Minister of Economic Development, Employment, and Infrastructure

NORTH PICKERING COMMUNITY MANAGEMENT INC.

**SCHEDULE “L”**