

RESIDENTIAL SUBDIVISION AGREEMENT between **VIEW WEST (GRAND BEND) INC.** and **THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES**

I N D E X 1

	<u>Paragraphs</u>	<u>Page</u>
1.	DEFINITIONS.....	4
2.	INCONTESTABILITY.....	5
3.	COMMENCEMENT AND COMPLETION.....	5
4.	BUILDING PERMITS	7
5.	STANDARD OF WORK.....	8
6.	PUBLIC SERVICES, PLANS AND SPECIFICATIONS.....	9
7.	GUARANTEE AND ASSUMPTION.....	10
8.	ROADS, CURBS AND GUTTERS.....	12
9.	STORM SEWERS	13
10.	SANITARY SEWERS.....	13
11.	WATER AND WATERMAIN TESTING.....	14
12.	ROAD SIGNS.....	16
13.	UNDERGROUND SERVICES.....	16
14.	SERVICE CROSSINGS.....	17
15.	SERVICE DISTRIBUTION AGREEMENTS.....	17
16.	GRADING AND DRAINAGE.....	17
17.	GRADING CERTIFICATE.....	18
18.	IMPACT ON DRAINAGE.....	18
19.	FILL DISPOSAL.....	19
20.	ORGANIC MATERIALS OR REFUSE.....	19
21.	DRIVEWAYS.....	19
22.	STREET LIGHTS.....	20
23.	TREES AND VEGETATION.....	20
24.	DUMPING.....	20
25.	ROAD CLEANING.....	20
26.	EMERGENCY ACCESS.....	21
27.	CONDITIONS IMPOSED BY MUNICIPALITY.....	21
28.	FINANCIAL ARRANGMENTS.....	21
29.	PAYMENT OF RATES, TAXES AND LEVIES.....	22
30.	DEVELOPMENT CHARGES.....	23
31.	RIGHT OF INSPECTION AND DIRECTION.....	23
32.	COMMUNICATION BY MUNICIPAL ENGINEER.....	23
33.	THE OPINION OF THE ENGINEER.....	24
34.	WORK PERMITS.....	24
35.	GUARANTEE FOR DAMAGE.....	24
36.	CONTRACTORS.....	25
37.	SUBDIVISION IDENTIFICATION SIGNS.....	25
38.	ONTARIO FIRE MARSHALL REQUIREMENTS.....	25
39.	ACCESS.....	25
40.	ZONING (Omitted).....	26

41.	EASEMENTS.....	26
42.	SURVEY BARS AND MONUMENTS.....	26
43.	LETTER OF CREDIT.....	26
44.	INDEMNITY AND INSURANCE.....	27
45.	CONSTRUCTION LIENS.....	28
46.	LANDS FOR MUNICIPAL PURPOSES AND PARKLAND DEDICATION...	28
47.	POSTPONMENT OF MORTGAGE.....	29
48.	DEFAULT	29
49.	SEVERANCE OF ULTRA VIRES TERMS.....	31
50.	ASSIGNMENT	31
51.	AMENDMENT	31
52.	NON-EXECUTION BY PARTIES.....	31
53.	SPOUSAL PARAGRAPH (Omitted).....	31
54.	REGISTRATION OF AGREEMENT.....	31
55.	NOTICE.....	31
56.	SPECIAL PROVISIONS.....	32

INDEX - 2

	<u>Schedules</u>	<u>Page</u>
"A"	REFERENCE PLAN.....	36
"B"	PLAN AND SPECIFICATIONS.....	37
"C"	MUNICIPAL STANDARDS.....	43
"D"	LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT.....	44
"E"	EASEMENTS REQUIRED.....	45
"F"	OMMITTED	
"G"	LETTER OF CREDIT	46
"H"	STREETLIGHT STANDARD.....	47
"I"	DRINKING WATER LICENCE AND WORKS PERMIT.....	48

WHEREAS the Subdivider represents that it is the sole owner of those lands situated in the Municipality of Lambton Shores, in the County of Lambton, more particularly described in Schedule "D" and shown as on Schedule "A" attached.

AND WHEREAS the Subdivider is desirous of obtaining the final approval of the Municipality of Lambton Shores for a vacant land condominium plan.

AND WHEREAS the Municipality has required as a condition of approval of the said plan that the Subdivider enter into an subdivision/condominium agreement with the Municipality, and register the subdivision/condominium agreement on the title of the affected lands after the final approval is granted;

AND WHEREAS the said development would be premature, would not be in the public interest, and would not be upon lands for which municipal services are or would be available unless assurances were given by the Subdivider that the matters, services, works and things referred to in this agreement were done in the manner and in the order set out in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to the other at or before the execution of these presents (the receipt whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall ensure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns and for greater certainty it is specifically acknowledged and agreed that the burden of this agreement shall run with the said lands.

1. **DEFINITIONS**

The words and phrases defined in this paragraph shall, for all purposes of this Agreement, and of any subsequent agreement supplemental hereto, have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

- (a) **"Conservation Authority"** shall mean the Ausable Bayfield Conservation Authority.
- (b) **"Consulting Engineer"** shall mean a Registered Professional Engineer who is appointed by the Subdivider as its Engineer.
- (c) **"Fully Serviced"** shall be deemed to include but is not limited to those works, services and other requirements as set out in Section 6 of this agreement.
- (d) **"Letter of Credit"** shall mean an irrevocable letter of credit in favour of the Municipality from a Chartered Canadian Bank on the standard Municipality form shown on Attachment "G" to this Agreement.
- (e) **"Lands"** means those lands described in Schedule "D" to this Agreement, upon which the Subdivider intends to develop residential condominium units in accordance with the "Plan", as shown in Schedule "A" to this Agreement.
- (f) **"Municipal Engineer"** shall mean that person who, for the time being, is appointed by the Municipality as its Engineer, its Deputy or Acting Engineer or its consulting engineer.
- (g) **"Owner"** means the registered owner from time to time of a unit described on Schedule "D".
- (h) **"Plan"** means Schedule "A" to this Agreement.
- (i) **"Registered Professional Engineer"** shall mean a Professional Engineer registered with the Association of Professional Engineers of Ontario.
- (j) **"Subsequent Purchaser"** means purchaser from the Subdivider.

2. **INCONTESTABILITY**

The Subdivider will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be used by the Municipality in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. **COMMENCEMENT AND COMPLETION**

- (a) No work shall commence on the lands until:
- (i) final approval has been received from the Municipality and the Municipal Engineer has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the Municipal Engineer, ought to have been included therein, the same shall be carried out by the Subdivider as though they were included in and form a part of this agreement.
 - (ii) the Subdivider has obtained all necessary permits and approvals of the Work as required (e.g. Ministry of Environment, Ontario Hydro etc.) and copies of such permits and approvals shall be given to the Municipality and the Municipal Engineer.
- (b) The Subdivider shall thereafter wholly at its own expense construct, install and promptly pay for those works and services set out upon the plans and specifications hereinafter set forth, and also those set forth in Schedule "B" hereto annexed. The Subdivider shall commence the said construction and installation not later than the first anniversary of the date of the execution of this agreement by the Municipality and shall wholly complete the same, within 18 months of the execution of this agreement.
- (c) Notwithstanding anything in the Agreement to the contrary, if the Subdivider or the Municipality is bona fide delayed in or prevented from performing any obligation arising under the Agreement by reason of a material or labour shortage, strikes or other labour disturbances, civil disturbance, restrictive governmental laws, regulations or directives, acts of public enemy, war, riots sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its own default and not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause and its effects exists. Moreover, the Party so delayed will be entitled, without being in breach of the Agreement, to carry out such obligation within an appropriate time period after the cessation of such cause. The Parties

may, by agreement in writing, from time to time extend the time for compliance with any provisions of this agreement if non-compliance is caused by unforeseeable circumstances, provided such extension shall not in any way prejudice the Municipality. The Subdivider will not apply under The Land Titles Act or The Registry Act for an amendment to the said plan without first obtaining, in writing, the approval of the Municipality thereto.

(d) The Subdivider agrees that any work required under this agreement shall not commence or, having commenced and subsequently halted, deferred or suspended (except overnight or over a weekend) shall not commence again without approval of the Municipal Engineer.

(e) The Subdivider further agrees that the Municipality may require the Subdivider to provide and submit written work schedules to the Municipal Engineer for approval of any work required directly or indirectly by the subdivision agreement.

4. BUILDING PERMITS

(a) Unless consent is given by the Municipality, the Subdivider agrees that no person shall apply for or be entitled to a building permit with respect to any unit in the "Plan" until:

(i) final approval has been granted, and in the opinion of the Municipal Engineer, such units are adequately serviced and the Subdivider has complied with the Municipality's security requirements as required under this agreement and also provided that the Subdivider is not in default under any term of this agreement.

(ii) all work and services (and for the purposes of this paragraph "underground services" include, without limiting the generality thereof, watermain and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, stormwater management facility, catch basins, suitable asphalted and graded streets, curbs and gutters, street name signs, walkways and underground power, communication and natural gas lines) provided for in this Agreement have been constructed and completed to the

satisfaction of the Municipalities Engineer;

(iii) the Subdivider has provided the Municipality with a letter of undertaking specifying when any deficiencies and outstanding work and services will be completed; and

(iv) letters of credit have been given to the Municipality from a chartered bank in form contained in Schedule "G" and with content all satisfactory to the Municipality in favour of the Municipality, firstly, in an amount equal to the cost of completing all the works and services provided for in this Agreement not then completed, and secondly, in an amount equal to 10% of the cost of all the public works and services provided for in this Agreement, (which latter letter of credit may be used for the maintenance period), both as estimated by the Subdivider's Consulting Engineer and approved by the Municipal Engineer.

(v) the Subdivider has conveyed to the Municipality an easement for the public watermains, fire hydrants and sanitary sewer, as may apply.

(b) The Subdivider agrees to notify, in writing, any purchaser of a unit in the "Plan" that the Municipality may refuse any application for a building permit if made before such approvals, works and services have been completed. The issuance of a building permit with respect to any particular units shall not be deemed an admission by the Municipality that the services to such unit have been satisfactorily completed.

5. STANDARD OF WORK

(a) All works and services shall be constructed and installed strictly in accordance with the approved plans and specifications which must conform to the Municipality of Lambton Shores standards or, in the case where Municipal standards do not exist, in accordance with the latest Ontario Provincial Standard Specifications and Drawings. Should a variation be necessary that conflicts with the standard location of another utility, this variation must be approved by the Municipal Engineer prior to installation. The Municipal Engineer may require, in writing, such

variance from such plans and specifications as may be determined by conditions which may be disclosed as the work progresses and by sound engineering practice.

6. PUBLIC AND PRIVATE WORKS AND SERVICES, PLANS AND SPECIFICATIONS

(a) The Owner shall construct and install or cause to be constructed and installed at its expense all services provided for in Schedule "B" which shall include the following, in accordance with the provisions of this Agreement including the plans and specifications in the Schedules:

- Public and private watermain and appurtenances (including lateral to dwellings)
- Private and public sanitary sewers (including laterals to the dwellings and cleanouts)
- Private storm water management facilities and storm sewers and catch basins
- Private and public paved and curbed and guttered roads
- Private lighting
- Private street signs
- Private landscaping
- Underground power and communication lines
- Natural gas lines

(b) The Owner's Consulting Engineer shall be a Registered Ontario Professional Engineer who shall do all design work. Full-time, on site supervision by a qualified inspector is to be provided by the Owner's Consulting Engineer for all works to be constructed on "the lands" and on any existing municipal road allowance. Full Time inspection is not required for site stripping. The preceding does not absolve the Owner's or the Owners' consultant of responsibility for being aware of all activities related to this development. Ignorance of on-site activities will be no excuse for a variance from the Site Plan, Municipal specifications and any statute under law or the consultant abdicating responsibility for the provision of a letter of certification upon project completion. Upon completion of the works and services required on Schedule "B", a certificate is to be provided by the Owner's Consulting Engineer stating that the works and services have been completed in accordance with the approved plans and specifications. The works and services required to be done by

the Owner shall be wholly at the expense of the Owner except as may be otherwise herein expressly provided, and shall include the items set forth in this Agreement and Schedule "B" attached hereto.

(c) The Owner agrees that all plans and specification shall be done in accordance with the requirements of the Municipality and Municipal Engineer. All construction plans and specifications are to be in accordance with Schedule "B". Upon completion of the installation of the work and services, the Owner shall cause the Owner's Engineer to complete to the satisfaction of the Municipality and Municipal engineer, two (2) large scale copies, two (2) eleven (11) by seventeen (17) copies and a copy in digital form (AutoCAD or Shape (.shp)) of the drawings, showing the exact location of the services as actually constructed and deposit them with the Municipality. Before the execution of this Agreement, the Owner shall provide security in the amount of \$5,000.00 in the form of cash, certified cheque or Letter of Credit, as security for the deposit of such drawings. Such deposit shall be returned forthwith upon submission of such drawings, when such drawings are approved as complete by the Municipality.

7. GUARANTEE AND ASSUMPTION

(a) The Subdivider shall guarantee each and every one of the public works and services in good condition and repair for the period of two years (herein after called the maintenance period) after the Municipality is satisfied that the works and services required by this agreement have been installed in compliance with this Agreement. However, if during the maintenance period the public works and services required by this Agreement are damaged or are found to be unacceptable to the Municipality the maintenance period shall not expire and the letter of credit deposited for maintenance shall not be returned, until all public work required by this Agreement is completed or repaired to the satisfaction of the Municipality Engineer.

(b) The Subdivider acknowledges that the public services provided for in this agreement shall not become the property of the Municipality nor shall the Municipality be deemed to have assumed any public works or services unless an

assumption by-law has been enacted to that effect. It is hereby understood that the passing of a by-law regulating traffic, parking or any other matter affecting lands within the plan of subdivision shall not be deemed to be a by-law affecting assumption by the Municipality. The Subdivider also acknowledges and agrees that the Municipality accepts no liability whatsoever for the said services until such time as they are assumed by by-law and that all subsequent purchasers shall be notified in writing that such unassumed services are not the responsibility of the Municipality.

(c) If pursuant to this Agreement and in the opinion of the Municipal Engineer, the Municipality finds it necessary to enter upon the lands covered by this agreement to perform any work, including maintenance, which the Subdivider should have completed, the Municipality shall not be deemed to have assumed any work or service by so doing and the cost of such work shall be borne by the Subdivider and payable on demand.

(d) The Municipality shall not pass an assumption by-law until:

- (i) all the required public services have been installed by the Subdivider and have been certified by a Registered Professional Engineer as to being installed strictly in accordance with the requirements of the Agreement;
- (ii) the Subdivider has provided the Municipal Engineer with final "as - constructed" drawings on mylar and in digital form acceptable to the Municipality; and
- (iii) the Municipality is satisfied with the works and services and the maintenance period has been deemed to have expired.

(f) Prior to expiry of the maintenance period the Subdivider's Consulting Engineer shall:

- (i) flush and clean all sewers, catch basins and road surfaces;
- (ii) correct and repair any deficiencies or difficulties which may have occurred or arisen during the maintenance period, all to the

satisfaction of the Municipal Engineer; and

- (iii) provide a report to the Municipal Engineer confirming that all deficiencies or difficulties have been corrected, which report will act as a notice for a request to the Municipal Engineer for the maintenance clearance inspection.

(g) Upon receipt of the report of the Subdivider's Consulting Engineer, the Municipal's Engineer will undertake an internal camera inspection of all new sewers or water mains (at the Subdivider's expense) and a maintenance clearance inspection of the services. Subject to the completion of any additional required work, the Municipal Engineer shall advise the Municipality in writing that the services are complete and the maintenance period can conclude. Upon receiving this clearance letter from the Municipality's Engineer, the Municipality, shall within 30 days:

- (i) release to the Subdivider any money or security which the Municipality has to which the Subdivider is entitled under this Agreement; and
- (ii) pass an assumption by-law.

8. ROADS, CURBS AND GUTTERS

(a) Except as otherwise provided in this Agreement, all roadways shall be constructed in compliance with Schedule "B".

(b) Unless consent is given by the Municipality, the Subdivider agrees that no person shall apply for or be entitled to a building permit with respect to any unit in the "Plan" until all roads shown on the vacant land condominium are constructed at the expense of the Subdivider, as required by the Municipal Engineer and in accordance with Schedules "B" and "C". The approved grades and levels within the road allowance shall be maintained by the Subdivider at all times to the satisfaction of the Municipal Engineer.

b) Asphalt surfaced roadways shall be constructed on all roads within the condominium, as specified in Schedule "B". The asphalt shall be laid in at such times as may be allowed by the Municipal Engineer in writing.

c) The Subdivider agrees that prior to any work commencing on the lands, the Subdivider shall satisfy the Municipality with respect the provision of construction vehicle access given the configuration and structure of Government Road and Lakeside Circle.

9. STORM SEWERS

a) Unless consent is given by the Municipality, the Subdivider agrees that no person shall apply for or be entitled to a building permit with respect to any unit in the "Plan", until storm sewers and ditches including any required storm water management facility is constructed, at the expense of the Subdivider, within the limits of the "Plan", and beyond if required, of such size, type, position and extent as are shown on "Schedule B" and specifications approved by the Municipal Engineer or otherwise required by him in writing and shown on Schedule "B".

b) No direct connections will be permitted to the storm sewer system unless the storm sewer system has the capacity to provide for such connections.

c) For clarity, the Subdivider and, in future, condominium corporation shall retain ownership and maintenance of all storm sewers, associated manholes, and appurtenances constructed within the Plan.

10. SANITARY SEWERS

a) Unless consent is given by the Municipality, the Subdivider agrees that no person shall apply for or be entitled to a building permit with respect to any unit in the "Plan", until sanitary sewers are constructed, at the expense of the Subdivider, within the limits of the "Plan", and beyond if required, of such size, type, position and extent as are shown on "Schedule B" and specifications approved by the Municipal Engineer or otherwise required by him in writing and shown on Schedule "B".

b) The Subdivider is proposing to relocate an existing sanitary sewer main on the lands. All the provisions of this agreement as they relate to public services apply to the re-location of the sewer main as shown on Schedule "B". The Subdivider shall revise the easement agreement on the lands to reflect the re-location of the

sewer main to the satisfaction of the Municipality, prior to a building permit being issued for a dwelling on the lands.

c) The Subdivider hereby covenants and agrees to notify its Consulting Engineer and the Municipal Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Subdivider shall have his Consulting Engineer investigate the matter and will comply with the recommendations, as approved by the Municipal Engineer, with respect to the sewer or drain encountered. Any remedial action, including the subsequent connections, shall be at the Subdivider's expense.

d) For clarity, the Subdivider and, in future, condominium corporation shall retain ownership and maintenance of the sanitary sewers, associated manholes, and appurtenances constructed within the new private street up to the point they enter the manhole within the easement that is being assumed by the Municipality.

11. WATER & WATERMAIN TESTING

a) The Subdivider acknowledges that the existing water system owned by the Municipality of Lambton Shores is prescribed as a Municipal Drinking Water system by Section 2 of O.Reg. 172/03, as such it is operated under conditions contained in both a Drinking Water Licence and a Drinking Water Works Permit (DWWP). The developer is required to ensure the aforementioned conditions are met at all times during the construction. A copy of the Licence and DWWP is contained in Schedule "I".

b) All private connections shall be equipped with tracer wire.

c) The Subdivider shall not extend a private water service to any use within the Plan prior to the approval of the water service connection by the Municipal Engineer and the issuance of a building permit or site plan approval for the use.

d) The Subdivider shall pay to the Municipality, fees for water used for flushing said water lines.

e) The Subdivider shall submit as-constructed or as recorded drawings and the necessary forms required under the safe Drinking Water Act within 96 hours of the Subdivider's water distribution system being connected to the Municipality's drinking water system. The Municipality retains the right to turn off the valves to disconnect the

Subdivider's water distribution system from the Municipal drinking water system if these documents are not submitted in the required time. The Subdivider shall be responsible for any costs associated with reconnecting the Subdivider's water distribution system to the Municipal drinking water system, including but not limited to items covered under Section 13 f) - Watermain Testing of this agreement.

f) Watermain Testing

All public watermains shall be inspected and tested up to and including the water meter(s) in accordance with the Municipality of Lambton Shores Engineering Standards and Specifications by the Municipality which are as follows:

(i) The Contractor:

1. Must ensure a backflow prevention unit that has a current testing certificate is installed at any connection point to the Lambton Shores Water System.
2. Must use a meter to record the volume of water used in the commissioning of new waterlines.
3. Must ensure a Lambton Shores Representative is given 24 hours' notice to operate all system valves.
4. Must provide all equipment and product to conduct swabbing, pressure test, super chlorination and de-chlorination of new waterline.
5. Must ensure that only Certified Drinking Water Chlorine is to be used and is available at ANCHEM Laboratories (1-800-387-9799).

ii) The Subdivider/Contractor's Engineer:

1. Must witness all work related to waterline and sanitary connections and commissioning to ensure it complies with AWWA Standards.
2. Must witness and record pressure testing, super chlorination and de-chlorination activities to ensure compliance with AWWA Standards.

(iii) The Lambton Shores Representative:

1. Must operate all system valves in Lambton Shores' water system.
2. Must ensure the super chlorination concentrations comply with AWWA Standards.
3. Must take all Bacti samples before commissioning the new waterline and

retain the chain of custody for those samples.

4. Must report back to contractor/developer as soon as the sample results are known.

g) The Subdivider's water distribution system must be flow tested to NFPA 291 standard and a report submitted to the Municipality within 5 working days of the Subdivider's water distribution system being connected to the Municipality's drinking water system. If the Subdivider does not submit the report to the Municipality within 5 working days, the Municipality may utilize the Subdivider's deposit to complete the work.

h) The Subdivider shall convey an easement to the Municipality for the water main to the satisfaction of the Municipality, prior to a building permit being issued for a dwelling on the lands. The easement shall include the fire hydrant and be a minimum of 6 metres wide.

i) For clarity, upon completion of the maintenance period, the Municipality will assume ownership and maintenance of the water main and appurtenances constructed within the Plan.

12. ROAD SIGNS

Road signs, of a design approved by the Municipal Engineer, shall be erected at all road intersections within the subdivision prior to final assumption. Temporary road signs shall be installed and maintained at all intersections prior to the construction of any dwellings. Stop signs shall be required at the intersection of the private road with Government Road and Lakeside Circle, as well as at the southeast corner of the intersection of the two portions of private road on the lands.

13. UNDERGROUND SERVICES

(a) The Subdivider shall ensure that the installation of the services will not interfere with or be in conflict with location of any existing underground facilities, whether on road allowances or private rights-of-way. The Subdivider, or his Consulting Engineer, shall obtain field locates from the appropriate authority prior to the installation of any services.

(b) The Subdivider shall cooperate and coordinate with all utility companies, such as Union Gas, Telephone Company, Cable TV, etc. so that the doing of the

work which the Subdivider is required to do shall be coordinated as much as is practicable with the installation of any utilities which may be installed by any utility. Such installations shall not commence until the Municipality has approved the plans, design and specifications as are to be required.

(c) The Subdivider shall include utility location drawings, which form part of Schedule "B", including all utility information relating to existing and proposed utilities, as supplied by the various utility companies. Before the engineering plans are submitted to the Municipal Engineer for approval the Subdivider shall circulate the engineering utility plans with the utilities shown on them to the utility companies for their review and approval.

14. SERVICE CROSSINGS

Where any service crossing is required to be made following the construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any road, such service crossing shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such service crossing. The standard Municipal service agreement form shall be completed and submitted prior to any services being installed.

15. SERVICE DISTRIBUTION AGREEMENTS

The Subdivider shall enter into such agreements as may be required by the appropriate authorities and/or the Municipal Engineer with respect to service distribution systems to service every unit in the subdivision. The Subdivider agrees to have his Consulting Engineer review with the appropriate authorities and/or the Municipal Engineer, the availability of services and the servicing requirements prior to any detailed engineering being carried out for this subdivision. The Subdivider shall obtain all necessary permits and approvals as required and copies of such permits and approvals shall be given to the Municipal Engineer prior to work commencing.

16. GRADING AND DRAINAGE

(a) The Subdivider shall prepare and deposit with the Municipality a grading and drainage plan approved by the Municipality and the Conservation Authority showing the final grades of all lands and roads and such grading plan shall be a part of Schedule "B" attached. Any lands designated for drainage works shall be indicated on the drainage plan to the satisfaction of the Municipal Engineer. All drain outlet locations and details of protection work shall be detailed on the above plan.

(b) Omitted.

17. GRADING CERTIFICATE

(a) No person shall be entitled to a building permit with respect to any unit in the "Plan" unless there is filed with the Municipal Engineer and Chief Building Official a Certified Lot Grading Plan, conforming to the Subdivision Grading Plan, which has been approved by the Municipality.

(b) No newly constructed building shall be occupied or used unless there is filed with the Municipal Engineer and Chief Building Official a Final Grading Certificate, bearing the signature and seal of either a Registered Professional Engineer or an Ontario Land Surveyor showing the actual finished elevations and that the grading of these lands generally conform with the accepted subdivision grading plan, shown on Schedule "B".

(c) No such building shall be occupied until after a Final Grading Certificate is provided to the Chief Building Official and the construction of any rear yard catch basin and any lateral from it to the storm sewer in the road provided by Schedules "B" and "C" have been completed.

(d) No person shall, at any time, add fill to a unit or grade a unit in such a manner that it will cause surface water to flow along the surface from that unit to any adjacent lands, except in accordance with the provisions of this Agreement.

18. IMPACT ON DRAINAGE

The Subdivider shall ensure that there is no interruption to any surface or subsurface drainage due to the construction on the site. Should such an interruption occur, the Subdivider shall carry out any necessary remedial work, at

his own expense, as recommended by his Consulting Engineer and approved by the Municipal Engineer.

19. FILL DISPOSAL

The Subdivider agrees that no fill material will be removed or placed without the prior authorization from the Conservation Authority. Fill will not be exported from the site and deposited in any area susceptible to flooding under regional storm conditions as regulated by the Conservation Authorities Act of Ontario. Prior to the commencement of construction on the site, the Subdivider shall advise the Municipality where fill material to be removed from the site will be removed to or deposited. A clearance letter shall be provided to the Municipality from the owner of the lands, where the excess fill is to be deposited both before the fill is deposited and after.

20. ORGANIC MATERIALS OR REFUSE

Any deposits of organic materials or refuse encountered during excavation must be reported to the Municipal Engineer immediately. If required, the Subdivider shall, at his own expense, retain a consultant who is competent to investigate these types of deposits and the consultant shall submit a full report to the Municipality. All of the recommendations contained in the report shall be implemented and carried out at the expense of the Subdivider, and to the satisfaction of the Municipal Engineer before any construction progresses in such an instance.

21. DRIVEWAYS

(a) Every driveway shall be paved and maintained with hot mix asphalt, paving stone or concrete from the paved portion of the street to the innermost end of the driveway by the owner when constructing the building which any driveway is to serve and any such driveway shall be provided for in the application for the building permit for such building. The construction of such building shall not be considered complete until after such paving has been completed. The Subdivider shall ensure that this work is done after the building is completed and when the landscaping of the unit is undertaken, and upon failure so to do, the Subdivider shall, upon notice

from the Municipal Engineer, forthwith undertake and complete such work at his own expense.

(b) Where sidewalks are required adjacent to the street, such sidewalks shall be constructed to be continuous through the driveways.

22. STREET LIGHTS

The Subdivider shall install street lights on the private road as shown on Schedule "B". These shall be installed to the satisfaction of Hydro One and the Municipal Engineer. Reasonable notice shall be given to the appropriate authorities prior to the installation of the street lights. Schedule "H" is the Municipality's required street light for internal streets in the subdivision, however the Municipality will require that the current standard be upgraded to a LED dark sky compliant street light fixture that meets the Municipality's Dark Sky Policy. Street Lights shall be installed and activated prior to building permits being issued for any units in the Plan, subject to the provisions of Section 4 of this Agreement.

23. TREES AND VEGETATION

Landscaping shall be installed as required on Schedule B. The Subdivider or future owners agrees that the landscaped shall be maintained in compliance with Schedule "B"

24. DUMPING

The Subdivider shall require any Purchaser to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc. The Purchaser shall be notified in writing by the Subdivider to refrain from dumping on lands dedicated by the Subdivider to the Municipality for municipal purposes. The Subdivider shall be held responsible for the general tidy appearance of the subdivision until assumption by the Municipality and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the Municipal Engineer.

25. ROAD CLEANING

(a) The Subdivider shall be responsible for cleaning all public streets in the vicinity of the Subdivision to remove all dirt, mud or debris which has been deposited

thereon as a result of the construction of the Subdivision. Such cleaning shall be done at the end of each working day or otherwise as determined by the Municipality.

(b) If the Subdivider is unable or unwilling to clean the streets to the satisfaction of the Municipal Engineer, the Subdivider hereby authorises the Municipality to clean the streets as required and the Subdivider agrees to pay the Municipality all costs associated with the cleaning operation performed by the Municipality. The Subdivider further agrees that where such costs are not paid to the Municipality within 15 days of the Municipality submitting an invoice to the Owner, the Municipality may add such costs to the tax roll for the property and collect the costs in a like manner as municipal taxes.

26. EMERGENCY ACCESS

(a) The Subdivider agrees to provide and maintain access at all times for emergency vehicles. The Subdivider also agrees to ensure that adequate precautions are taken to maintain safe vehicular and pedestrian traffic at all times during construction. All warning signs and other related items are to be provided in accordance with the Municipality's requirements.

27. CONDITIONS IMPOSED BY MUNICIPALITY

The Subdivider irrevocably agrees that all conditions and requirements imposed by the (former) Ontario Municipal Board as a condition of draft approval of the plan of subdivision shall be complied with and satisfied, and the Subdivider irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

28. FINANCIAL ARRANGEMENTS

(a) The Subdivider shall pay to the Municipality:

i) An administration fee equal to 2% of the estimated costs of the work and services required on "Schedule B". Such estimated costs shall be as determined by the Subdivider's Consulting Engineer and approved by Municipal Engineer, and shall not include the design and preparation costs of any detailed plans and specifications.

- ii) \$4,000.00 to be held as security to ensure that the Municipality is compensated for its costs of design, review and approval, and inspection. If the security held by the Municipality exceeds the costs incurred by the Municipality, as invoice to the Subdivider, any surplus is to be reimbursed to the Subdivider at the expiration of the maintenance period, without interest. If the Municipality's costs exceed the security, the Subdivider shall pay the amount forthwith upon the Municipality submitting an invoice to the Subdivider. The Subdivider further agrees that where such costs are not paid to the Municipality within 15 days of the Municipality submitting an invoice to the Owner, the Municipality may add such costs to the tax roll for the property and collect the costs in a like manner as municipal taxes.
- iii) prior to the execution of this Agreement a legal fee of \$2,000.00.
- vi) prior to the execution of this agreement \$5,000.00 as security for receipt of "as-constructed" drawings.
- v) a cash-in-lieu of parkland payment of \$33,200.00

(b) Prior to the commencement of any work provided for in this agreement, the Subdivider shall provide an irrevocable Letter of Credit from a chartered bank for 100% of the cost of the required works and services, identified in Schedules "B" and "C". The amount of the letter of credit may be reduced when the works and services required are substantially complete and the Municipal Engineer shall determine the extent to which the works and services provided for in this agreement have been performed (of which he is the sole judge) and shall recommend the amount of reduction to be granted, provided that the Subdivider is not in default.

29. PAYMENT OF RATES, TAXES AND LEVIES

(a) The Subdivider hereby covenants and agrees that any outstanding local improvement charges on the lands described in Schedule "A" attached to this agreement shall be paid, by commutation, and any arrears of taxes on the said lands shall be paid prior to the registration of the plan of subdivision.

(b) The Subdivider hereby covenants and agrees that the provision of all general by-laws as amended from time to time, including those pertaining to development charges and other levies shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.

30. DEVELOPMENT CHARGES

The Subdivider or any subsequent owner shall pay to the Municipality a development charge in compliance with the Municipality's Development Charges By-law, or any subsequent by-law, before a building permit is issued for such dwelling unit or building. No building permit shall be issued for a dwelling unit or building until after such fee is paid. The said monies shall be a charge on the lands which comprise the site for the dwelling unit or building.

31. RIGHT OF INSPECTION AND DIRECTION

(a) The parties hereto agree that the Municipal Engineer and other persons authorized by him for the purpose shall have the right at any time, to enter upon any part of the said subdivision lands and other lands upon which any work or service which herein is required to be done and to make such tests and inspections as he may deem necessary and to call for any document which, in his opinion, is required to be obtained in order to facilitate his inspection, and to give direction to the Subdivider in any matter touching upon the due performance of the work and services herein required to be done.

(b) The Municipal Engineer may require that any or all work shall cease until any breach of plans and specifications or his requirements (of which he shall be the sole judge) have been remedied (other than the work required to be done to remedy such breach) and if he shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical consultants shall be a debt due to the Municipality by the Subdivider recoverable upon demand.

32. COMMUNICATION BY MUNICIPAL ENGINEER

Wherever in this agreement the Municipal Engineer is permitted or required to give

direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Subdivider, and if the Municipal Engineer shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

33. THE OPINION OF THE ENGINEER

Where any conflict arises with respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Subdivider, the decisions of the Municipal Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or Equity, or before any administrative or other tribunal upon any grounds whatsoever, other than upon the grounds that the Municipal Engineer has not acted in good faith in forming or giving his decision, the proof of which shall be and remain upon the party seeking to attack the decision of the Municipal Engineer.

34. WORK PERMITS

The Subdivider or his Consulting Engineer shall ensure that work approval permits are obtained for any work to be done on any existing Municipality roads and shall provide adequate notice to the Municipal Engineer and the Road Superintendent prior to commencing construction.

35. GUARANTEE FOR DAMAGE

Prior to passing an assumption by-law, the Municipality shall be satisfied that the Subdivider has repaired any damage to the services required to be installed by this agreement which may have occurred during the development of the said plan. If such repairs have not been made the Municipality will not pass an assumption by-law or return to the Subdivider any monies. If the Subdivider is unwilling or unable to repair such damage to the satisfaction of the Municipality, the Municipality may use any monies still deposited with the Municipality by the Subdivider to rectify the

damages.

36. CONTRACTORS

The Subdivider shall provide to the Municipality, in writing, the name and address of each contractor and subcontractor who is engaged to do any work provided for herein.

37. SUBDIVISION IDENTIFICATION SIGNS

The Subdivider hereby covenants and agrees to:

- (i) Erect, or cause to be erected, at his own expense, subdivision identification signs in accordance with the Municipal requirements as they apply to this subdivision.
- (ii) Maintain the signs at all times in a condition satisfactory to the Municipal Engineer and not remove them until 95% of all the subdivision housing units have been built and occupied.
- (iii) Furnish the Municipality with a copy of the unit plan as registered upon which the Municipality will designate the proper municipal address number. Each unit shall have the municipal address number displayed in a conspicuous position in accordance with the municipal addressing by-law.

38. ONTARIO FIRE MARSHALL REQUIREMENTS

The Municipality and the Chief Building Official may refuse to issue any building permit for any building in the Plan, and no such building permit shall be issued, until:

- (i) all street identification signs required by this agreement for the Plan have been installed and are in place; and
- (ii) the Municipal Fire Department has performed flow tests on all fire hydrants in the Plan and all such fire hydrants have passed the tests.

39. ACCESS

All the foregoing works and services must be fully maintained by the Subdivider at his own expense in a manner and to a degree satisfactory to the Municipal Engineer and the Subdivider shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all units and blocks in the plan of

subdivision in order to maintain all the foregoing works and services, until the maintenance period has expired and same have been assumed by by-law by the Municipality. Any damage thereto or failure thereof shall be forthwith repaired by the Subdivider to the satisfaction of the Municipal Engineer.

40. ZONING (Omitted. Not Applicable).

41. EASEMENTS

(a) The Subdivider shall obtain and grant to the Municipality or the appropriate authority, easements for all the sewer, water and utility services required by this agreement. Whenever the said works are on private property, such grants shall be at the expense of the Subdivider, and in a form approved by the Municipal Solicitor. The easements are to be registered prior to the final subdivision plan being registered.

(b) Before the registration of the Plan, the Subdivider shall furnish the Municipality of Lambton Shores with letters from Ontario Hydro, the telephone company, Union Gas and Cable T.V. confirming that any requirements they might have with respect to easements have been satisfied.

(c) All easements that the Subdivider covenants and agrees to obtain and grant or cause to be granted to the Municipality shall be described in Schedule "E" hereto.

42. SURVEY BARS AND MONUMENTS

As a condition precedent to the assumption of the services by the Municipality, the Subdivider further covenants and agrees to provide the Municipal Engineer, upon demand, a certificate signed by an Ontario Land Surveyor, certifying that the provisions of Clause 4(1) (a) of Ontario Regulation 221/81 have been carried out, and that all monuments as shown upon the final registered plan of subdivision herein are in fact physically located as indicated on the said plan.

43. LETTER OF CREDIT

Wherever in this Agreement reference is made to a letter of credit, it shall mean a letter of credit from a Canadian chartered bank in the form attached hereto as Schedule "G" unless the Municipality otherwise requires.

44. INDEMNITY AND INSURANCE

(a) This agreement and the provisions thereof do not give to the Subdivider or any person acquiring any interest in the said lands any rights against the Municipality or the Municipal Engineer with respect to the failure to perform any obligations under this agreement or the failure of the Municipality to force any such persons to perform any obligations under this agreement or any negligence of any such persons in the performance of the said obligations. The only duty and responsibility of the Municipal Engineer arising out of this agreement is to the Municipality and the agreement and any work or service done or performed by the Municipal Engineer under this agreement does not in any way create any liability on the part of the Municipal Engineer to the Subdivider or any person acquiring any interest in the said lands.

(b) The Subdivider covenants that he will indemnify and save harmless the Municipality from any and all claims, demands, actions and causes of action, whether the same shall be successful or unsuccessful and from all costs to which the Municipality may be at, suffer, or be put to in respect of any such action, cause of action, claim or demand in any way arising out of or alleged to arise out of any work, service, operation or thing constructed, installed, repaired, maintained or done or omitted to be done or negligently done by the Subdivider, his servants, agents, contractors or subcontractors under them, in respect of the said works and services, whether or not the same shall be required to be done under the terms of this agreement, and including (without limiting the generality of the foregoing) the alteration of any grade or existing level construction, maintenance or repair of any road.

(c) The Subdivider shall, at his own expense, obtain and lodge with the Municipality a certificate of insurance satisfactory to the Municipality indemnifying the Municipality and the Subdivider with cross liability endorsement, against any claim for public liability, personal injury, including death, or property damage to limits of \$5,000,000, inclusive for any one accident arising in any way out of the

construction, installation, repair or maintenance of the works and services required herein to be done. The said policy shall not be subject to lapse or cancellation without thirty days prior written notice to the Municipality. The Subdivider shall, at his own expense, maintain the said policy of insurance in full force and effect until the expiry of the period of guarantee. Failure to procure and maintain the said policy of insurance shall constitute a default under this agreement.

45. CONSTRUCTION LIENS

(a) In the event that any construction lien within the meaning of the most current *Construction Act*, is registered in respect of any works or services constructed by or on behalf of the Subdivider, the Subdivider, after having been given notice by any person or of becoming aware of the existence of any construction lien, shall forthwith discharge (or have vacated) any claim for lien made in respect of the works and services constructed by the Subdivider under this agreement, or against the security lots held by the Municipality and these will be remedied within the time provided for, and following the procedures set out and prescribed in the current *Construction Act*, and Ontario Regulations.

(b) Should any claim for lien remain outstanding for more than 20 calendar days, the Municipality may, without notice and without making a declaration that the Subdivider is in default, or final default, utilize any remedy which would be available to it upon the final default of the Subdivider. This right shall continue until the Municipality has been served with evidence satisfactory to it that all liens have been discharged or vacated.

(c) The Subdivider shall not be entitled to a release or re-conveyance of any subdivision security until any claim for lien is discharged and the registration of a claim for lien or a certificate of action, or both, is vacated, and any statutory appeal period has expired.

46. LANDS FOR MUNICIPAL PURPOSES AND PARKLAND DEDICATION

The Subdivider shall pay to the Municipality \$33,200.00 in lieu of parkland dedication.

47. POSTPONEMENT OF MORTGAGE

The Mortgagees postpone their interest in the said lands to the interest of the Municipality to the extent that this agreement shall take effect and have priority as if it had been executed and registered before the execution of the documents giving to the Mortgagees their interest in the said lands.

48. DEFAULT

(a) Time shall be of the essence in this agreement. Upon breach by the Subdivider of any covenant, term, condition or requirement of this agreement, including the failure to promptly pay for the works and services required to be constructed and installed by this Agreement, or upon the Subdivider becoming insolvent or making an assignment for the benefit of creditors, the Municipality, at its option, may, upon 21 days written notice, declare that the Subdivider is in default. Notice of such default shall be given as provided in this Agreement, and if the Subdivider shall not remedy such default within such time as provided in the notice, the Municipality may declare that the Subdivider is in final default under this Agreement, and shall then forthwith give notice thereof to the Subdivider of the final default.

(b) Upon notice of default having been given, the Municipality may require all work by the Subdivider, his servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

(c) Upon final default of the Subdivider, the Municipality may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- i) Have its servants, agents and/or contractor enter upon the lands shown on the said plan of subdivision to complete any work, services, repair or maintenance wholly or in part required herein to be done by the Subdivider and collect the cost thereof from the Subdivider and/or enforce any security available to it;

- ii) Make any payment which ought to have been made by the Subdivider and upon demand, collect the amount thereof from the Subdivider and/or enforce any security available to it;
- iii) Retain any sum of money heretofore paid by the Subdivider to the Municipality for any purpose, and apply the same in payment or part payment for any work which the Municipality may undertake;
- iv) Assume any work or services at its option whether the same are completed or not, and thereafter the Subdivider shall have no claim or title thereto or remuneration therefore;
- v) Bring action to compel specific performance of all or any part of this agreement or for damages;
- vi) Claim against any letter of credit or other security filed with the Municipality with respect to any monies or interest owing to the Municipality hereunder. Interest shall accrue at the current prime interest rate of the Municipality's bank on any monies payable to the Municipality under this agreement from the time default occurs in payment of such monies. All monies payable to the Municipality under this agreement and all interest accruing on monies in default shall be a charge on the said lands;
- vii) Exercise any other remedy granted to the Municipality under the terms of this agreement or available to the Municipality in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Subdivider's right to repayment of monies resulting from the final default as herein provided. If the Municipality shall recover any monies by reason of final default, from or on account of the Subdivider then the Municipality's damages shall be reduced by the net actual return from the cashing of the letter of credit described in Schedule "G". It is expressly agreed that the damages of the Municipality arising out of

final default shall not be less than the net sale value of the security.

49. SEVERANCE OF ULTRA VIRES TERMS

If any term of this agreement shall be found to be ultra vires of the Municipality, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this agreement mutatis mutandis shall be and remain in full force and effect.

50. ASSIGNMENT

The Subdivider shall not assign this agreement without written notice to the Municipality.

51. AMENDMENT

Without in any way limiting the rights of the Municipality, the Subdivider agrees that the Municipality may, with the written consent of the then registered owner of any parcel of land, amend this agreement insofar as it specifically affects such parcel of land or any part of such parcel of land.

52. NON-EXECUTION BY PARTIES

This agreement is the deed of every party who executes it, notwithstanding that it is not executed by one or more of the parties.

53. SPOUSAL PARAGRAPH (Omitted. Not Applicable).

54. REGISTRATION OF AGREEMENT

The Subdivider shall, at his own expense, register this agreement upon the title of the lands within the plan prior to the final release by the Municipality, and agrees further to pay on demand, all solicitor's fees and disbursements incurred by the Municipality arising in any way out of this agreement, including the preparation thereof and of other deeds, conveyances, registrations and agreements.

55. NOTICE

Any notices required or permitted to be given pursuant to the terms of this agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the Municipality to:

View West (Grand Bend) Inc.
105-140 Ann Street

London ON N6A 1R3
Attention: Mr. Art Blumas

and in the case of notice given by the Subdivider, addressed to:

Municipality of Lambton Shores Municipal Office
7883 Amtelecom Parkway
P.O. Box 610,
Forest, Ontario N0N 1J0
Attention: Municipal Clerk

Notice shall conclusively be deemed to have been given on the day that the same is posted.

56. SPECIAL PROVISIONS

The Subdivider hereby covenants and agrees to make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Special Provisions.

- (a) The Subdivider acknowledges the following and further agrees to advise all subsequent purchasers and occupants of units in the development proposed under this agreement that:
- i) Portions of the property are subject to natural hazards and the movement of sand and are therefore regulated by the Ausable Bayfield Conservation Authority (ABCA) pursuant to Ontario Regulation 147/06 passed pursuant to the *Conservation Authorities Act*. Any construction or site alteration within the regulated area is subject to obtaining such prior ABCA approvals as may be required by the ABCA. In particular, the Subdivider shall be required to obtain a formal ABCA approval for an overall site grading plan before commencing the completion of the works permitted by this Agreement. Subsequent construction of dwellings on the vacant land condominium units within the development shall be subject to each first obtaining a ABCA minor works permit.
 - ii) Provisions, including works, landscaping, and site grading requirements, have been incorporated into the development to limit

the potential impacts of the natural hazards inherent to the site. These provisions are to not be disturbed after their installation and are to be in perpetuity maintained as shown on Schedule “B” and otherwise described in this Agreement.

- iii) Further to items i) and ii), above, a line is identified on the plans included in Schedule “B” to this agreement that identifies a particular portion of the lands regulated by the ABCA, adjacent to the Parkhill Creek. Within this area in particular, no alterations in grade will be permitted. Within this area, no site alteration or vegetation removal is to occur without the prior permission of both the Municipality and ABCA.
- (b) The Subdivider shall obtain for the Municipality, at no cost to the Municipality, a 6m wide sanitary sewer easement over the adjacent parcel known as 23 Lakeside Circle, for the relocation of the sanitary sewer proposed as part of the works to be completed under this Agreement. None of the works permitted by this Agreement shall commence until the Subdivider has furnished the Municipality with confirmation that the Subdivider and adjacent landowner have entered into a binding agreement for the conveyance of the easement. No building permits shall be issued for dwellings on the lands until the easement has been registered in favour of the Municipality. In addition to the securities required for the value of the works to be completed under this Agreement, the Subdivider shall provide the Municipality with a \$50,000 security for the transfer of the easement. The Municipality will return the additional security with no holdbacks when the easement has been registered in favour of the Municipality.
- (c) When the sanitary sewer has been relocated and all required easements conveyed to the Municipality, the Municipality agrees to abandon those easements where Municipal services are no longer located, both on the lands and the adjacent lands known as 23 Lakeside Circle. The Subdivider

shall pay all associated legal costs.

- (d) Municipal garbage and recycling collection will not be provided for the lands. Private garbage and recycling collection will be arranged by Subdivider and subsequent owners.
- (e) The Owner agrees that no closure of a road, parking space or sidewalk and no work that requires the closure of a road, parking space or sidewalk shall occur without the formal permission in writing of the Municipal Engineer. Further, the Owner acknowledges that no street, lane, parking spaces, or side walk shall be permitted to be closed during the period commencing the 15th day of May in one year and ending the 5th day of September of the same year.
- (f) The Owner agrees that hours of construction shall comply with municipal noise by-laws.
- (g) The Owner hereby acknowledges and will advise all purchasers of units in the Plan, as part of any offer of purchase and sale, that there are intervening lands between the Plan and harbour and that ownership of a unit in the Plan does not include any deeded waterfront rights or docking privileges over the intervening lands or harbour, which are in fact managed by the Municipality in accordance with a long-term lease agreement. No use of or encroachment on the adjacent lands or harbour will be permitted without the express permission of the Municipality to the contrary.

IN THIS agreement the singular shall include the plural, the neuter shall include the masculine or feminine, and the masculine and famine shall include the neuter, as the context may require, and if there are more than one Subdivider the covenants of such Subdivider shall be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers, and any party not a corporation has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED)

In the presence of

VIEW WEST (GRAND BEND) INC.

Arthur Blumas, Director - I have the authority
to bind the Corporation

**THE CORPORATION OF THE MUNICIPALITY
OF LAMBTON SHORES**

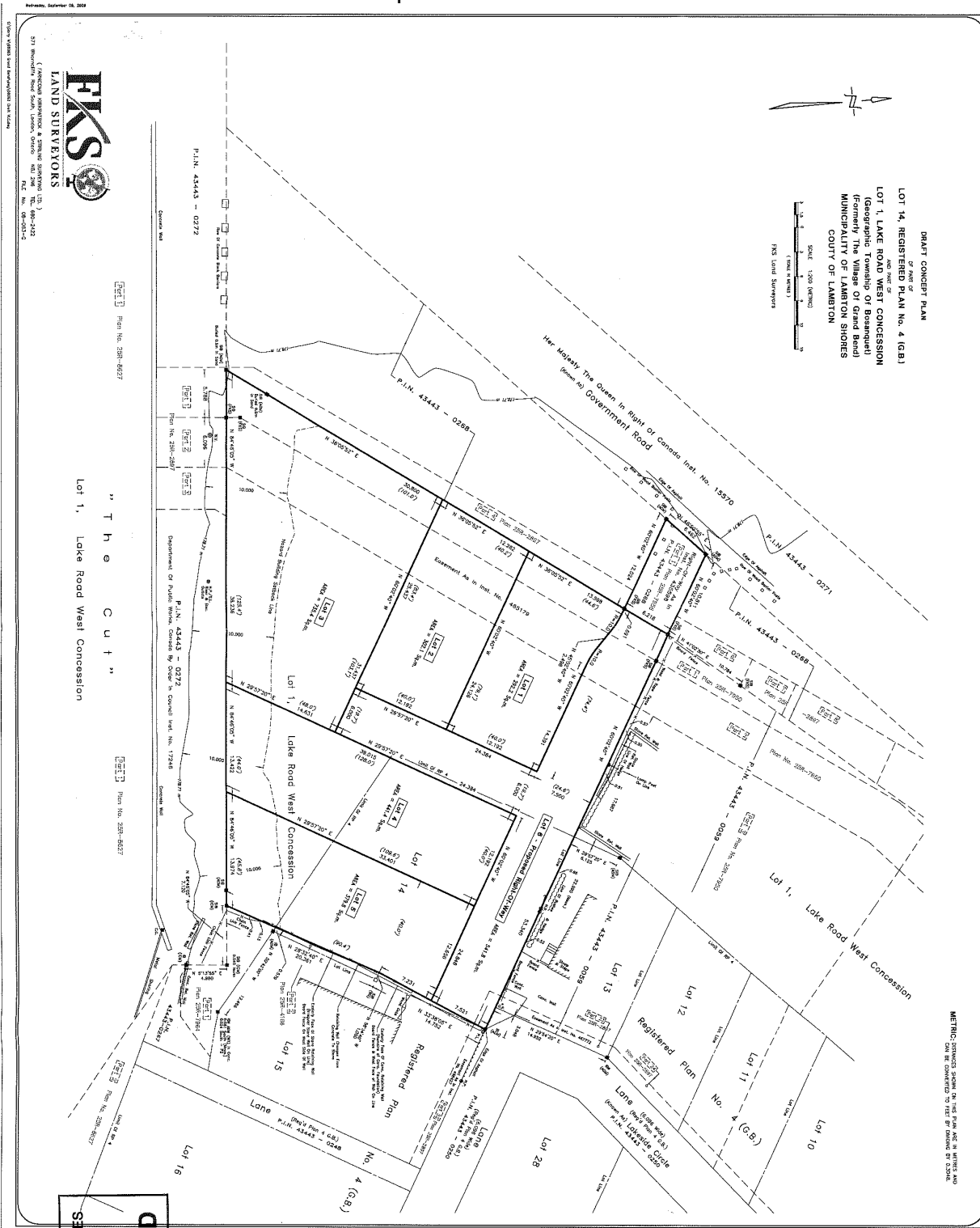
Bill Weber, Mayor

Stephanie Troyer-Boyd, Clerk

SCHEDULE "A"

REFERENCE PLAN

This is Schedule "A" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and **VIEW WEST (GRAND BEND) INC** to which it is attached and forms a part.



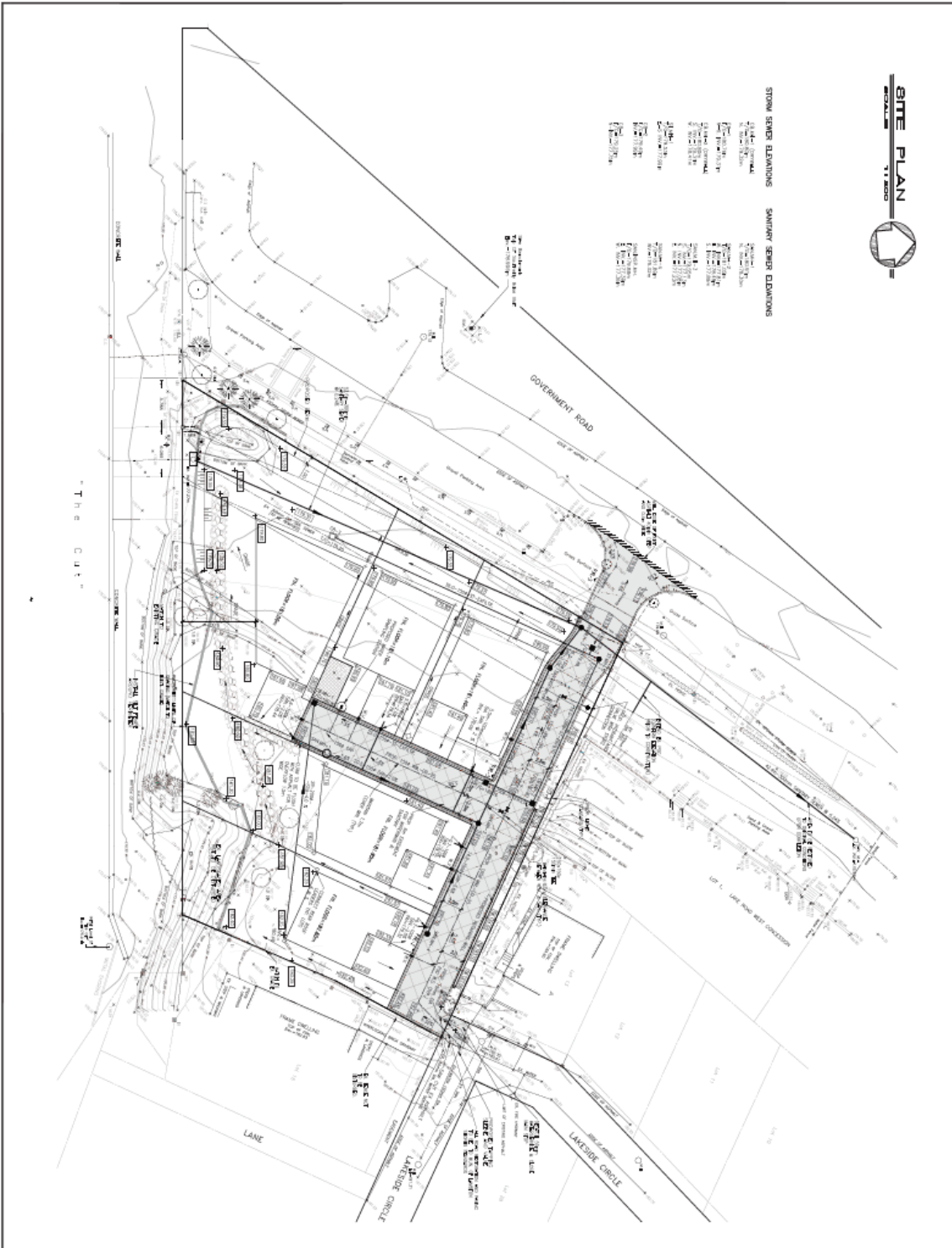
SCHEDULE "B"

PLANS AND SPECIFICATIONS

This is Schedule "B" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and **VIEW WEST (GRAND BEND) INC** to which it is attached and forms a part.

Schedule "B" is composed of:

- Drawings by Spriet Associates Limited Architects London Ltd., stamped November 16, 2020 by J. M. C. Spriet.
 - Drawing No. SP1 – Site Plan
 - Drawing No. SP2 – Site Services
 - Drawing No. SP3 – Profiles and Cross Sections
 - Drawing No. SP4 – Notes and Details
- Drawing by Arthur Lierman, Landscape Architecture, revision date June 15, 2010.
 - Drawing L.1 – Landscape Plan



SITE PLAN
 11.000

STORM SEWER ELEVATIONS		SANITARY SEWER ELEVATIONS	
1.00	1.00	1.00	1.00
1.01	1.01	1.01	1.01
1.02	1.02	1.02	1.02
1.03	1.03	1.03	1.03
1.04	1.04	1.04	1.04
1.05	1.05	1.05	1.05
1.06	1.06	1.06	1.06
1.07	1.07	1.07	1.07
1.08	1.08	1.08	1.08
1.09	1.09	1.09	1.09
1.10	1.10	1.10	1.10
1.11	1.11	1.11	1.11
1.12	1.12	1.12	1.12
1.13	1.13	1.13	1.13
1.14	1.14	1.14	1.14
1.15	1.15	1.15	1.15
1.16	1.16	1.16	1.16
1.17	1.17	1.17	1.17
1.18	1.18	1.18	1.18
1.19	1.19	1.19	1.19
1.20	1.20	1.20	1.20

<p>VIEW WEST GRAND BEND, ONTARIO 24 GOVERNMENT ROAD ART BLUMAS</p>	<p>SPRIET ASSOCIATES</p> <p>UNITED ARCHITECTS LONDON LTD. ENGINEERS</p> <p>Project: View West, Art Blumas Date: 21/07/21</p>	<p>6/16 SITE SERVICES</p> <p>DATE: 11/06/21 DRAWN BY: JH PREPARED BY: JH 21/07/21</p> <p>SP2</p>
---	--	---

SCHEDULE "C"

MUNICIPAL STANDARDS

This is Schedule "C" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and **VIEW WEST (GRAND BEND) INC** to which it is attached and forms a part.

The Municipality of Lambton Shores standards referenced in this agreement are contained in the following document available upon request from the Municipal Engineer:

Municipality of Lambton Shores
Infrastructure Design Guidelines and Construction Standards
January 2002
Printed June 12, 2002
01 9826 1000
Municipality of Lambton Shores

SCHEDULE "D"

LEGAL DESCRIPTION OF THE LANDS TO BE
AFFECTED BY THIS AGREEMENT

This is Schedule "D" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and **VIEW WEST (GRAND BEND) INC** to which it is attached and forms a part.

Part of Lot 14, Registered Plan 4 (GB) and Part of Lot 1, Lake Road West Concession, (geographic Township of Bosanquet), Municipality of Lambton Shore, County of Lambton designated as PARTS 2, 3, 4, 5 and 6, Plan 25R7656.

SCHEDULE "E"**EASEMENTS REQUIRED**

This is Schedule "E" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and **VIEW WEST (GRAND BEND) INC** to which it is attached and forms a part.

The Subdivider shall:

- a) Convey a 6 metre wide water main easement across the lands to the satisfaction on the Municipality.
- b) Convey a 6 metre wide sanitary sewer easement across the lands to the satisfaction of the Municipality.
- c) Obtain for the Municipality a 6m wide sanitary sewer easement across adjacent lands known municipally as 23 Lakeside Circle.

SCHEDULE "G"**LETTER OF CREDIT FORM**

This is schedule "G" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and VIEW WEST (GRAND BEND) INC to which it is attached and forms a part.

LETTER OF CREDIT
(Bank Letterhead or Form)

Date:

TO:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

Pursuant to the request of our customer **(name of Subdivider)**, we the undersigned, **(name of bank)** hereby establish an irrevocable Letter of Credit in the total amount of \$ _____ which may be drawn on by you to the extent required for the proper completion of all works, services and improvements and payment of all amounts payable by our customer to you in accordance with the terms of the Subdivision Agreement between our customer, **(name of subdivider)** and the Corporation of the Municipality of Lambton Shores respecting the subdivision known as **(name of subdivision)** being a subdivision of **(short description of lands)** in the Municipality of Lambton Shores. Drawings under this Letter of Credit shall be in the form of a written demand for payment made by the Corporation of the Municipality of Lambton Shores identifying the reason for the draw as it relates to the subdivision agreement in the _____ branch of the **(name of bank)** at _____, Ontario.

The amount of this Credit shall be reduced from time to time as advised by notice in writing given to the undersigned from time to time by the Corporation of the Municipality of Lambton Shores.

It is understood that this obligation is between the **(name of bank)** and the Corporation of the Municipality of Lambton Shores, and any notice referred to in the preceding paragraph shall not be used for any other purpose than herein set forth.

This Credit will continue for a period of one (1) year, with an automatic renewal period of one additional year, unless written notice is give by the Municipality that it no longer requires the credit.

**(To be signed by authorized
signing officers of bank)**

SCHEDULE "H"

STREET LIGHT

This is schedule "H" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and VIEW WEST (GRAND BEND) INC to which it is attached and forms a part.

REV.	ALTERATION	DATE	BY

LUMINAIRE SPECIFICATIONS

CATALOGUE NO.: K601-T-BAAR-III-100(SSL)
-8000-120

QUANTITY: _____

MOUNTING TYPE: POLE TOP 3-1/2" O.D.TENON

OPTICAL DESIGN: LED, BAFFLED OPTICS

LENS MATERIAL: ACRYLIC

LENS FINISH: RIPPLED

IES DESIGNATION: TYPE III

WATTAGE: 100W

SOCKET TYPE: N/A

LIGHT SOURCE: LED

LINE VOLTAGE: 120V

DOWNLIGHT: SOLID BOTTOM

OPTICAL CHAMBER: N/A

PHOTO CONTROLS: T.B.A.

LINE VOLTAGE: 120V

FINIAL: VENTED

POWDERCOAT: TEXTURED BLACK

BALLAST INFORMATION:

BALLAST TYPE: SUPPLIED

BALLAST MANU.: ELECTRONIC

CATALOG NUMBER: -

OPTIONS:

QUICK DISCONNECT PLEASE SELECT ONE

TERMINAL BLOCK

OTHER: _____

POLE SPECIFICATIONS

CATALOGUE NO.: KBH14-G-E11
C/W 140-35/35

QUANTITY: _____

SECTION: OCTAGONAL

COLOUR: ECLIPSE

FINISH: ETCHED

POLE TOP: 6 5/8" FL/FL

POLE BUTT: 9 1/2" ø

POLE LENGTH: 19' 0"

APPROX WEIGHT: 1,325 lbs.

H.H. BOX
NAMEPLATE
THRU APERTURE
TOP VIEW

 	<p><i>Manufacturing Locations:</i></p> <p>Burlington, Ontario 1-800-268-7809</p> <p>Northport, Alabama 1-800-435-6563</p> <p>Atchison, Kansas 1-800-837-1024</p> <p>Jefferson, Ohio 1-800-268-7809</p>			
<p>King Luminaires • StressCrete • Est. 1953</p> <p>STRESSCRETE GROUP</p>				
<p>PROJECT/CUSTOMER:</p> <p style="text-align: center;">PINERY BLUFFS, GRAND BEND</p>				
DRAWN BY:	AT:	CHECKED BY:	DATE:	REVISION:
A. ALVELA	SC1		02/04/10	
DRAWING TYPE:		DRAWING NUMBER:		
CONCEPT DRAWING		206A5699-2		

SCHEDULE "I"

DRINKING WATER LICENCE AND DRINKING WATER WORKS PERMIT

This is schedule "I" to the subdivision agreement dated _____, 2020 between the Corporation of the Municipality of Lambton Shores and VIEW WEST (GRAND BEND) INC to which it is attached and forms a part.



MUNICIPAL DRINKING WATER LICENCE

**Licence Number: 049-101
Issue Number: 2**

Pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32, and the regulations made thereunder and subject to the limitations thereof, this municipal drinking water licence is issued under Part V of the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32 to:

The Corporation of the Municipality of Lambton Shores

**9575 Port Franks Road
Lambton Shores ON
N0M 2N0**

For the following municipal residential drinking water system:

East and West Lambton Shores Distribution System

This municipal drinking water licence includes the following:

Schedule	Description
Schedule A	Drinking Water System Information
Schedule B	General Conditions
Schedule C	System-Specific Conditions
Schedule D	Conditions for Relief from Regulatory Requirements

DATED at TORONTO this 16th day of December, 2015

Signature

Aziz Ahmed, P.Eng.
Director
Part V, *Safe Drinking Water Act, 2002*

Schedule A: Drinking Water System Information

System Owner	The Corporation of the Municipality of Lambton Shores,
Licence Number	049-101
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule A Issue Date	December 16 th , 2015

The following information is applicable to the above drinking water system and forms part of this licence:

Licence

Licence Issue Date	December 16 th , 2015
Licence Expiry Date	December 15 th , 2020
Application for Licence Renewal Date	June 15 th , 2020

Drinking Water Works Permit

Drinking Water System Name	Permit Number	Issue Date
East and West Lambton Shores Distribution System	049-201	December 16 th , 2015

Permit To Take Water

Water Taking Locations	Permit Number	Issue Date
Not Applicable	Not Applicable	Not Applicable

Financial Plans

The Financial Plan Number for the Financial Plan required to be developed for this drinking water system in accordance with O. Reg. 453/07 shall be:	049-301
Alternately, if one Financial Plan is developed for all drinking water systems owned by the owner, the Financial Plan Number shall be:	049-301A

Accredited Operating Authority

Drinking Water System or Operational Subsystems	Accredited Operating Authority	Operational Plan No.	Operating Authority No.
East and West Lambton Shores Distribution System	Operations Management International Canada	049-401	049-OA1

Schedule B: General Conditions

System Owner	The Corporation of the Municipality of Lambton Shores,
Licence Number	049-101
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule B Issue Date	December 16 th , 2015

1.0 Definitions

1.1 Words and phrases not defined in this licence and the associated drinking water works permit shall be given the same meaning as those set out in the SDWA and any regulations made in accordance with that act, unless the context requires otherwise.

1.2 In this licence and the associated drinking water works permit:

"adverse effect", "contaminant" and "natural environment" shall have the same meanings as in the EPA;

"alteration" may include the following in respect of this drinking water system:

- (a) An addition to the system,
- (b) A modification of the system,
- (c) A replacement of part of the system, and
- (d) An extension of the system;

"compound of concern" means a contaminant that, based on generally available information, may be emitted from a component of the drinking water system to the atmosphere in a quantity that is significant either in comparison to the relevant point of impingement limit or if a point of impingement limit is not available for the compound, then based on generally available toxicological information, the compound has the potential to cause an adverse effect as defined by the EPA at a point of impingement;

"Director" means a Director appointed pursuant to section 6 of the SDWA for the purposes of Part V of the SDWA;

"drinking water works permit" means the drinking water works permit for the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

"emission summary table" means the table that was prepared by a Professional Engineer in accordance with O. Reg. 419/05 and the procedure document listing the appropriate point of impingement concentrations of each compound of concern emitted from a component of the drinking water system and providing comparison to the corresponding point of impingement limit;

"EPA" means the *Environmental Protection Act*, R.S.O. 1990, c. E.19;

"financial plan" means the financial plan required by O. Reg. 453/07;

"**licence**" means this municipal drinking water licence for the municipal drinking water system identified in Schedule A of this licence;

"**operational plan**" means an operational plan developed in accordance with the Director's Directions – Minimum Requirements for Operational Plans made under the authority of subsection 15(1) of the SDWA;

"**owner**" means the owner of the drinking water system as identified in Schedule A of this licence;

"**permit to take water**" means the permit to take water that is associated with the taking of water for purposes of the operation of the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

"**point of impingement**" means any point in the natural environment that is not on the same property as the source of the contaminant and as defined by section 2 of O. Reg. 419/05;

"**point of impingement limit**" means the appropriate standard from Schedule 1, 2 or 3 of O. Reg. 419/05 and if a standard is not provided for a compound of concern, the appropriate criteria listed in the Ministry of the Environment and Climate Change publication titled "Summary of Standards and Guidelines to support Ontario Regulation 419: Air Pollution – Local Air Quality (including Schedule 6 of O. Reg. 419 on Upper Risk Thresholds)", dated February 2008, as amended;

"**procedure document**" means the Ministry of the Environment and Climate Change procedure titled "Procedure for Preparing an Emission Summary and Dispersion Modelling Report" dated July 2005, as amended;

"**Professional Engineer**" means a Professional Engineer who has been licenced to practice in the Province of Ontario;

"**provincial officer**" means a provincial officer appointed pursuant to section 8 of the SDWA;

"**publication NPC-300**" means the Ministry of the Environment and Climate Change publication titled "Environmental Noise Guideline: Stationary and Transportation Sources – Approval and Planning" dated August 2013, as amended;

"**SDWA**" means the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32;

"sensitive populations" means any one or a combination of the following locations where the health effects of nitrogen oxides emissions from emergency generators shall be considered using the point of impingement limit instead of the Ministry of the Environment and Climate Change screening level for emergency generators:

- (a) health care units (e.g., hospitals and nursing homes),
- (b) primary/junior public schools,
- (c) day-care facilities, and
- (d) playgrounds;

"subsystem" has the same meaning as in Ontario Regulation 128/04 (Certification of Drinking Water System Operators and Water Quality Analysts);

"surface water" means water bodies (lakes, wetlands, ponds - including dug-outs), water courses (rivers, streams, water-filled drainage ditches), infiltration trenches, and areas of seasonal wetlands;

2.0 Applicability

- 2.1 In addition to any other requirements, the drinking water system identified above shall be established, altered and operated in accordance with the conditions of the drinking water works permit and this licence.

3.0 Licence Expiry

- 3.1 This licence expires on the date identified as the licence expiry date in Schedule A of this licence.

4.0 Licence Renewal

- 4.1 Any application to renew this licence shall be made on or before the date identified as the application for licence renewal date set out in Schedule A of this licence.

5.0 Compliance

- 5.1 The owner and operating authority shall ensure that any person authorized to carry out work on or to operate any aspect of the drinking water system has been informed of the SDWA, all applicable regulations made in accordance with that act, the drinking water works permit and this licence and shall take all reasonable measures to ensure any such person complies with the same.

6.0 Licence and Drinking Water Works Permit Availability

- 6.1 At least one copy of this licence and the drinking water works permit shall be stored in such a manner that they are readily viewable by all persons involved in the operation of the drinking water system.

7.0 Drinking Water Works Permit

- 7.1 A drinking water works permit identified in Schedule A of this licence is the applicable permit on the date identified as the Schedule A Issue Date.

8.0 Financial Plan

- 8.1 For every financial plan prepared in accordance with subsections 2(1) and 3(1) of O. Reg. 453/07, the owner of the drinking water system shall:
- 8.1.1 Ensure that the financial plan contains on the front page of the financial plan, the appropriate financial plan number as set out in Schedule A of this licence; and
- 8.1.2 Submit a copy of the financial plan to the Ministry of Municipal Affairs and Housing within three (3) months of receiving approval by a resolution of municipal council or the governing body of the owner.

9.0 Interpretation

- 9.1 Where there is a conflict between the provisions of this licence and any other document, the following hierarchy shall be used to determine the provision that takes precedence:
- 9.1.1 The SDWA;
- 9.1.2 A condition imposed in this licence that explicitly overrides a prescribed regulatory requirement;
- 9.1.3 A condition imposed in the drinking water works permit that explicitly overrides a prescribed regulatory requirement;
- 9.1.4 Any regulation made under the SDWA;
- 9.1.5 Any provision of this licence that does not explicitly override a prescribed regulatory requirement;
- 9.1.6 Any provision of the drinking water works permit that does not explicitly override a prescribed regulatory requirement;
- 9.1.7 Any application documents listed in this licence, or the drinking water works permit from the most recent to the earliest; and
- 9.1.8 All other documents listed in this licence, or the drinking water works permit from the most recent to the earliest.
- 9.2 If any requirement of this licence or the drinking water works permit is found to be invalid by a court of competent jurisdiction, the remaining requirements of this licence and the drinking water works permit shall continue to apply.

- 9.3 The issuance of and compliance with the conditions of this licence and the drinking water works permit does not:
- 9.3.1 Relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement, including the *Environmental Assessment Act*, R.S.O. 1990, c. E.18; and
 - 9.3.2 Limit in any way the authority of the appointed Directors and provincial officers of the Ministry of the Environment and Climate Change to require certain steps be taken or to require the owner to furnish any further information related to compliance with the conditions of this licence or the drinking water works permit.
- 9.4 For greater certainty, nothing in this licence or the drinking water works permit shall be read to provide relief from regulatory requirements in accordance with section 46 of the SDWA, except as expressly provided in the licence or the drinking water works permit.

10.0 Adverse Effects

- 10.1 Nothing in this licence or the drinking water works permit shall be read as to permit:
- 10.1.1 The discharge of a contaminant into the natural environment that causes or is likely to cause an adverse effect; or
 - 10.1.2 The discharge of any material of any kind into or in any waters or on any shore or bank thereof or into or in any place that may impair the quality of the water of any waters.
- 10.2 All reasonable steps shall be taken to minimize and ameliorate any adverse effect on the natural environment or impairment of the quality of water of any waters resulting from the operation of the drinking water system including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- 10.3 Fulfillment of one or more conditions imposed by this licence or the drinking water works permit does not eliminate the requirement to fulfill any other condition of this licence or the drinking water works permit.

11.0 Change of Owner or Operating Authority

- 11.1 This licence is not transferable without the prior written consent of the Director.
- 11.2 The owner shall notify the Director in writing at least 30 days prior to a change of any operating authority identified in Schedule A of this licence.
- 11.2.1 Where the change of operating authority is the result of an emergency situation, the owner shall notify the Director in writing of the change as soon as practicable.

12.0 Information to be Provided

- 12.1 Any information requested by a Director or a provincial officer concerning the drinking water system and its operation, including but not limited to any records required to be kept by this licence or the drinking water works permit, shall be provided upon request.

13.0 Records Retention

- 13.1 Except as otherwise required in this licence or the drinking water works permit, any records required by or created in accordance with this licence or the drinking water works permit, other than the records specifically referenced in section 12 of O. Reg. 170/03, shall be retained for at least 5 years and made available for inspection by a provincial officer, upon request.

14.0 Chemicals and Materials

- 14.1 All chemicals and materials used in the alteration or operation of the drinking water system that come into contact with water within the system shall meet all applicable standards set by both the American Water Works Association ("AWWA") and the American National Standards Institute ("ANSI") safety criteria standards NSF/60, NSF/61 and NSF 372.
- 14.1.1 In the event that the standards are updated, the owner may request authorization from the Director to use any on hand chemicals and materials that previously met the applicable standards.
- 14.1.2 The requirement for the owner to comply with NSF 372 shall come into force no later than December 16th, 2017.
- 14.2 The most current chemical and material product registration documentation from a testing institution accredited by either the Standards Council of Canada or by the American National Standards Institution ("ANSI") shall be available at all times for each chemical and material used in the operation of the drinking water system that comes into contact with water within the system.
- 14.3 Conditions 14.1 and 14.2 do not apply in the case of the following:
- 14.3.1 Water pipe and pipe fittings meeting AWWA specifications made from ductile iron, cast iron, PVC, fibre and/or steel wire reinforced cement pipe or high density polyethylene (HDPE);
- 14.3.2 Articles made from stainless steel, glass, HDPE or Teflon®;
- 14.3.3 Cement mortar for watermain lining and for water contacting surfaces of concrete structures made from washed aggregates and Portland cement;
- 14.3.4 Gaskets that are made from NSF approved materials;
- 14.3.5 Food grade oils and lubricants, food grade anti-freeze, and other food grade chemicals and materials that are compatible for drinking water use; or

- 14.3.6 Any particular chemical or material where the owner has written documentation signed by the Director that indicates that the Ministry of the Environment and Climate Change is satisfied that the chemical or material is acceptable for use within the drinking water system and the chemical or material is only used as permitted by the documentation.

15.0 Drawings

- 15.1 All drawings and diagrams in the possession of the owner that show any treatment subsystem as constructed shall be retained by the owner unless the drawings and diagrams are replaced by a revised or updated version showing the subsystem as constructed subsequent to the alteration.
- 15.2 Any alteration to any treatment subsystem shall be incorporated into process flow diagrams, process and instrumentation diagrams, and record drawings and diagrams within one year of the substantial completion of the alteration.
- 15.3 Process flow diagrams and process and instrumentation diagrams for any treatment subsystem shall be kept in a place, or made available in such a manner, that they may be readily viewed by all persons responsible for all or part of the operation of the drinking water system.

16.0 Operations and Maintenance Manual

- 16.1 An up-to-date operations and maintenance manual or manuals shall be maintained and applicable parts of the manual or manuals shall be made available for reference by all persons responsible for all or part of the operation or maintenance of the drinking water system.
- 16.2 The operations and maintenance manual or manuals, shall include at a minimum:
- 16.2.1 The requirements of this licence and associated procedures;
- 16.2.2 The requirements of the drinking water works permit for the drinking water system;
- 16.2.3 A description of the processes used to maintain secondary disinfection within the drinking water system.
- 16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;
- 16.2.5 Procedures for the operation and maintenance of monitoring equipment;
- 16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;
- 16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint;

049-101

Schedule BDecember 16th, 2015

-
- 16.3** Procedures necessary for the operation and maintenance of any alterations to the drinking water system shall be incorporated into the operations and maintenance manual or manuals prior to those alterations coming into operation.

Schedule C: System-Specific Conditions

System Owner	The Corporation of the Municipality of Lambton Shores,
Licence Number	049-101
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule C Issue Date	December 16 th , 2015

1.0 Additional Sampling, Testing and Monitoring

Drinking Water Health and Non-Health Related Parameters

- 1.1 For a drinking water system or drinking water subsystem identified in column 1 of Tables 1 and 2 and in addition to any other sampling, testing and monitoring that may be required, sampling, testing and monitoring shall be undertaken for a test parameter listed in column 2 at the sampling frequency listed in column 3 and at the monitoring location listed in column 4 of the same row.

Table 1: Drinking Water Health Related Parameters

Column 1 Drinking Water System or Drinking Water Subsystem Name	Column 2 Test Parameter	Column 3 Sampling Frequency	Column 4 Monitoring Location
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Table 2: Drinking Water Non-Health Related Parameters

Column 1 Drinking Water System or Drinking Water Subsystem Name	Column 2 Test Parameter	Column 3 Sampling Frequency	Column 4 Monitoring Location
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Environmental Discharge Parameters

- 1.2 Pursuant to Condition 10 of Schedule B of this licence, the owner may undertake the following environmental discharges associated with the maintenance and/or repair of the drinking water system:
- 1.2.1 The discharge of potable water from a watermain to a road or storm sewer;
 - 1.2.2 The discharge of potable water from a water storage facility or pumping station:
 - 1.2.2.1 To a road or storm sewer; or
 - 1.2.2.2 To a watercourse where the discharge has been dechlorinated and if necessary, sediment and erosion control measures have been implemented.
 - 1.2.3 The discharge of dechlorinated non-potable water from a watermain, water storage facility or pumping station to a road or storm sewer; and
 - 1.2.4 The discharge of potable water or non-potable water from a treatment subsystem to the environment where if necessary, the discharge has been dechlorinated and sediment and erosion control measures have been implemented.

2.0 Studies Required

Not Applicable

3.0 Source Protection

Not Applicable

Schedule D: Conditions for Relief from Regulatory Requirements

System Owner	The Corporation of the Municipality of Lambton Shores,
Licence Number	049-101
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule D Issue Date	December 16 th , 2015

1.0 Lead Regulatory Relief

- 1.1 Any relief from regulatory requirements previously authorized by the Director in respect of the drinking water system under section 38 of the SDWA in relation to the sampling, testing or monitoring requirements contained in Schedule 15.1 of O. Reg. 170/03 shall remain in force until such time as Schedule 15.1 of O. Reg. 170/03 is amended after June 1, 2009.

2.0 Other Regulatory Relief

Not Applicable



DRINKING WATER WORKS PERMIT

Permit Number: 049-201
Issue Number: 4

Pursuant to the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, and the regulations made thereunder and subject to the limitations thereof, this drinking water works permit is issued under Part V of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32 to:

The Corporation of the Municipality of Lambton Shores

9575 Port Franks Road
Lambton Shores ON
N0M 2N0

For the following municipal residential drinking water system:

East and West Lambton Shores Distribution System

This drinking water works permit includes the following:

Schedule	Description
Schedule A	Drinking Water System Description
Schedule B	General
Schedule C	All documents issued as Schedule C to this drinking water works permit which authorize alterations to the drinking water system

DATED at TORONTO this 3rd day of August, 2017

Signature

Aziz Ahmed, P.Eng.
 Director
 Part V, *Safe Drinking Water Act*, 2002

Schedule A: Drinking Water System Description

System Owner	The Corporation of the Municipality of Lambton Shores
Permit Number	049-201
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule A Issue Date	August 3, 2017

1.0 System Description

- 1.1 The following is a summary description of the works comprising the above drinking water system:

Overview

The **East and West Lambton Shores Distribution System** is served by the Lake Huron Primary Water Supply System (LHPWSS) and Lambton Area Water Supply System (LAWSS) respectively, and consists of one (1) rechlorination system, two (2) booster pumping stations, one (1) storage reservoir, two (2) elevated storage tanks and distribution watermains.

Pumping Stations

Northville Booster Pumping Station

Location	7810 Ravenswood Line
UTM Coordinates	NAD 83: UTM Zone 17: 43.170971m E, -81.882058 m N.
Equipment	Two (2) centrifugal pumps (duty/standby) rated at 49.0 L/s at a TDH of 78.7 m
Standby Power	One (1) 175 kW diesel generator 366 gallon capacity containment above ground tank assembly
Notes	A dechlorination system located for the waste streams from the chlorine residual analyzer and sample sink

Storage Reservoirs

Arkona Stand Pipe

Location	8602 Townsend Line, Town of Arkona
UTM Coordinates	NAD 83: UTM Zone 17: 43.072220 m E, -81.825117m N.
Description	A 1,090 m ³ standpipe
Dimensions	7.3 m diameter
Notes	Connected to the Regional Trunk Main and providing level controls to the East Lambton Shores SCADA system and to the Northville Booster Pumping Station

049-201

Schedule A

August 3, 2017

Storage Reservoirs and Pumping Stations**Coultis Road Reservoir and Booster Pumping Station**

Location	South of Ravenswood Line and west of Coultis Road in the Village of Thedford
UTM Coordinates	NAD 83: UTM Zone 17: 43.170004m E, , -81.856765m N.
Description	One two celled underground reservoir, one high lift well and pumping system
Dimensions	Reservoir - 6.5 m x 28.2 m x 2.5 m SWD with a total usable volume of 909 m ³ . High lift well – 12.0 m x 6.0 m x 3.0 m SWD with a usable volume of 227 m ³
Equipment	One (1) vertical turbine pump rated at 4.41 L/s at a TDH of 48.8 m Two (2) vertical turbine pumps each rated at 14.5 L/s at a TDH of 48.8 m One (1) vertical turbine pump rated at 37.85 L/s at a TDH of 48.8 m
Standby Power	One (1) 135 kW diesel emergency stand-by generator One 840 liters m ³ above ground containment tank assembly
Notes	One hydropneumatic pressure vessel with a usable volume of 4,300 L.

Elevated Storage Tanks**Northville Elevated Tower**

Location	West side of Port Franks Road approximately one (1) km south of Highway 21
UTM Coordinates	NAD 83: UTM Zone 17: 43.203206m N, -81.886347m E.
Description	Elevated water storage facility with rechlorination system and flow control valve located on-line with the Lake Huron Primary Water Supply System (LHPWSS) and operated either manually or automatically through a SCADA system located in the Northville Elevated Tower
Dimensions	Storage volume of 3,725 m ³
Equipment	Rechlorination system consisting of two (2) metering pumps with variable flow control using sodium hypochlorite solution operated through a SCADA system
Standby Power	One (1) 12 kva propane emergency stand-by generator One 450 liter fuel storage tank, above ground propane tank
Notes	

049-201

Schedule A

August 3, 2017

Watermains

1.2 Watermains within the distribution system comprise:

1.2.1 Watermains that have been set out in each document or file identified in column 1 of Table 1.

Table 1: Watermains	
Column 1 Document or File Name	Column 2 Date
Municipality of Lambton Shores Phase 4 Rural Water Servicing Water System Pressure Zones and Dead Ends	November 15, 2007

1.2.2 Watermains that have been added, modified, replaced or extended further to the provisions of Schedule C of this drinking water works permit on or after the date identified in column 2 of Table 1 for each document or file identified in column 1.

1.2.3 Watermains that have been added, modified, replaced or extended further to an authorization by the Director on or after the date identified in column 2 of Table 1 for each document or file identified in column 1.

Schedule B: General

System Owner	The Corporation of the Municipality of Lambton Shores,
Permit Number	049-201
Drinking Water System Name	East and West Lambton Shores Distribution System
Schedule B Issue Date	August 3, 2017

1.0 Applicability

- 1.1 In addition to any other requirements, the drinking water system identified above shall be altered and operated in accordance with the conditions of this drinking water works permit and the licence.
- 1.2 The definitions and conditions of the licence shall also apply to this drinking water works permit.

2.0 Alterations to the Drinking Water System

- 2.1 Any document issued by the Director as a Schedule C to this drinking water works permit shall provide authority to alter the drinking water system in accordance, where applicable, with the conditions of this drinking water works permit and the license.
- 2.2 All Schedule C documents issued by the Director for the drinking water system shall form part of this drinking water works permit.
- 2.3 All parts of the drinking water system in contact with drinking water which are:
- 2.3.1 Added, modified, replaced, extended; or
- 2.3.2 Taken out of service for inspection, repair or other activities that may lead to contamination,
- shall be disinfected before being put into service in accordance with a procedure approved by the Director or in accordance with the applicable provisions of the following documents:
- a) The ministry's Watermain Disinfection Procedure, effective Aug.23 2016
- b) AWWA C652 – Standard for Disinfection of Water-Storage Facilities;
- c) AWWA C653 – Standard for Disinfection of Water Treatment Plants; and
- d) AWWA C654 – Standard for Disinfection of Wells.
- 2.4 The owner shall notify the Director within thirty (30) days of the placing into service or the completion of any addition, modification, replacement or extension of the drinking water system which had been authorized through:
- 2.4.1 Schedule B to this drinking water works permit which would require an alteration of the description of a drinking water system component described in Schedule A of this drinking water works permit;

049-201

Schedule B

August 3, 2017

- 2.4.2 Any Schedule C to this drinking water works permit respecting works other than watermains; or
- 2.4.3 Any approval issued prior to the issue date of the first drinking water works permit respecting works other than watermains which were not in service at the time of the issuance of the first drinking water works permit.
- 2.5 For greater certainty, the notification requirements set out in condition 2.4 do not apply to any addition, modification, replacement or extension in respect of the drinking water system which:
- 2.5.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03;
- 2.5.2 Constitutes maintenance or repair of the drinking water system; or
- 2.5.3 Is a watermain authorized by condition 3.1 of Schedule B of this drinking water works permit.
- 2.6 The owner shall notify the legal owner of any part of the drinking water system that is prescribed as a municipal drinking water system by section 2 of O. Reg. 172/03 of the requirements of the licence and this drinking water works permit as applicable to the prescribed system.
- 2.7 For greater certainty, any alteration to the drinking water system made in accordance with this drinking water works permit may only be carried out after other legal obligations have been complied with including those arising from the *Environmental Assessment Act*, *Niagara Escarpment Planning and Development Act*, *Oak Ridges Moraine Conservation Act, 2001* and *Greenbelt Act, 2005*.

3.0 Watermain Additions, Modifications, Replacements and Extensions

- 3.1 The drinking water system may be altered by adding, modifying, replacing or extending a watermain within the distribution system subject to the following conditions:
- 3.1.1 The design of the watermain addition, modification, replacement or extension:
- a) Has been prepared by a Professional Engineer;
 - b) Has been designed only to transmit water and has not been designed to treat water;
 - c) Satisfies the design criteria set out in the Ministry of the Environment and Climate Change publication "Watermain Design Criteria for Future Alterations Authorized under a Drinking Water Works Permit – June 2012", as amended from time to time; and
 - d) Is consistent with or otherwise addresses the design objectives contained within the Ministry of the Environment and Climate Change publication "Design Guidelines for Drinking Water Systems, 2008", as amended from time to time.

-
- 3.1.2 The maximum demand for water exerted by consumers who are serviced by the addition, modification, replacement or extension of the watermain will not result in an exceedance of the rated capacity of a treatment subsystem or the maximum flow rate for a treatment subsystem component as specified in the licence, or the creation of adverse conditions within the drinking water system.
- 3.1.3 The watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions.
- 3.1.4 Secondary disinfection will be provided to water within the added, modified, replaced or extended watermain to meet the requirements of O. Reg. 170/03.
- 3.1.5 The watermain addition, modification, replacement or extension is wholly located within the municipal boundary over which the owner has jurisdiction.
- 3.1.6 The owner of the drinking water system consents in writing to the watermain addition, modification, replacement or extension.
- 3.1.7 A Professional Engineer has verified in writing that the watermain addition, modification, replacement or extension meets the requirements of condition 3.1.1.
- 3.1.8 The owner of the drinking water system has verified in writing that the watermain addition, modification, replacement or extension meets the requirements of conditions 3.1.2 to 3.1.6.
- 3.2 The authorization for the addition, modification, replacement or extension of a watermain provided for in condition 3.1 does not include the addition, modification, replacement or extension of a watermain that:
- 3.2.1 Passes under or through a body of surface water, unless trenchless construction methods are used;
- 3.2.2 Has a nominal diameter greater than 750 mm;
- 3.2.3 Results in the fragmentation of the drinking water system; or
- 3.2.4 Connects to another drinking water system, unless:
- a) Prior to construction, the owner of the drinking water system seeking the connection obtains written consent from the owner or owner's delegate of the drinking water system being connected to; and
- b) The owner of the drinking water system seeking the connection retains a copy of the written consent from the owner or owner's delegate of the drinking water system being connected to as part of the record that is recorded and retained under condition 3.3.

- 3.3 The verifications required in conditions 3.1.7 and 3.1.8 shall be:
- 3.3.1 Recorded on "Form 1 – Record of Watermains Authorized as a Future Alteration", as published by the Ministry of the Environment and Climate Change, prior to the watermain addition, modification, replacement or extension being placed into service; and
 - 3.3.2 Retained for a period of ten (10) years by the owner.
- 3.4 For greater certainty, the verification requirements set out in condition 3.3 do not apply to any addition, modification, replacement or extension in respect of the drinking water system which:
- 3.4.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or
 - 3.4.2 Constitutes maintenance or repair of the drinking water system.
- 3.5 The document or file referenced in Column 1 of Table 1 of Schedule A of this drinking water works permit that sets out watermains shall be retained by the owner and shall be updated to include watermain additions, modifications, replacements and extensions within 12 months of the addition, modification, replacement or extension.
- 3.6 The updates required by condition 3.5 shall include watermain location relative to named streets or easements and watermain diameter.

4.0 Minor Modifications to the Drinking Water System

- 4.1 The drinking water system may be altered by adding, modifying or replacing the following components in the drinking water system:
- 4.1.1 Raw water pumps and treatment process pumps in the treatment system;
 - 4.1.2 Coagulant feed systems in the treatment system, including the location and number of dosing points;
 - 4.1.3 Valves;
 - 4.1.4 Instrumentation and controls, including SCADA systems, and software associated with these devices;
 - 4.1.5 Filter media, backwashing equipment and under-drains in the treatment system; or,
 - 4.1.6 Spill containment works.
- 4.2 The drinking water system may be altered by adding, modifying, replacing or removing the following components in the drinking water system:
- 4.2.1 Treated water pumps and associated equipment;
 - 4.2.2 Re-circulation devices within distribution system storage facilities;

- 4.2.3 In-line mixing equipment;
 - 4.2.4 Chemical metering pumps and chemical handling pumps;
 - 4.2.5 Chemical storage tanks (excluding fuel storage tanks) and associated equipment; or,
 - 4.2.6 Measuring and monitoring devices that are not required by regulation, by a condition in the Drinking Water Works Permit, or by a condition otherwise imposed by the Ministry of the Environment and Climate Change.
- 4.3** The drinking water system may be altered by replacing the following:
- 4.3.1 Raw water piping, treatment process piping or treated water piping within the treatment subsystem;
 - 4.3.2 Fuel storage tanks and spill containment works, and associated equipment; or
 - 4.3.3 Coagulants and pH adjustment chemicals, where the replacement chemicals perform the same function;
 - a) Prior to making any alteration to the drinking water system under condition 4.3.3, the owner shall undertake a review of the impacts that the alteration might have on corrosion control or other treatment processes; and
 - b) The owner shall notify the Director in writing within thirty (30) days of any alteration made under condition 4.3.3 and shall provide the Director with a copy of the review.
- 4.4** Any alteration of the drinking water system made under conditions 4.1, 4.2 or 4.3 shall not result in:
- 4.4.1 An exceedance of a treatment subsystem rated capacity or a treatment subsystem component maximum flow rate as specified in the licence;
 - 4.4.2 The bypassing of any unit process within a treatment subsystem;
 - 4.4.3 A deterioration in the quality of drinking water provided to consumers;
 - 4.4.4 A reduction in the reliability or redundancy of any component of the drinking water system;
 - 4.4.5 A negative impact on the ability to undertake compliance and other monitoring necessary for the operation of the drinking water system; or
 - 4.4.6 An adverse effect on the environment.
- 4.5** The owner shall verify in writing that any addition, modification, replacement or removal of drinking water system components in accordance with conditions 4.1, 4.2 or 4.3 has met the requirements of the conditions listed in condition 4.4.

- 4.6 The verifications and documentation required in condition 4.5 shall be:
- 4.6.1 Recorded on "Form 2 – Record of Minor Modifications or Replacements to the Drinking Water System", as published by the Ministry of the Environment and Climate Change, prior to the modified or replaced components being placed into service; and
 - 4.6.2 Retained for a period of ten (10) years by the owner.
- 4.7 For greater certainty, the verification requirements set out in conditions 4.5 and 4.6 do not apply to any addition, modification, replacement or removal in respect of the drinking water system which:
- 4.7.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or
 - 4.7.2 Constitutes maintenance or repair of the drinking water system.
- 4.8 The owner shall update any drawings maintained for the drinking water system to reflect the modification or replacement of the works, where applicable.

5.0 Equipment with Emissions to the Air

- 5.1 The drinking water system may be altered by adding, modifying or replacing any of the following drinking water system components that may discharge or alter the rate or manner of a discharge of a compound of concern to the atmosphere:
- 5.1.1 Any equipment, apparatus, mechanism or thing that is used for the transfer of outdoor air into a building or structure that is not a cooling tower;
 - 5.1.2 Any equipment, apparatus, mechanism or thing that is used for the transfer of indoor air out of a space used for the production, processing, repair, maintenance or storage of goods or materials, including chemical storage;
 - 5.1.3 Laboratory fume hoods used for drinking water testing, quality control and quality assurance purposes;
 - 5.1.4 Low temperature handling of compounds with a vapor pressure of less than 1 kilopascal;
 - 5.1.5 Maintenance welding stations;
 - 5.1.6 Minor painting operations used for maintenance purposes;
 - 5.1.7 Parts washers for maintenance shops;
 - 5.1.8 Emergency chlorine and ammonia gas scrubbers and absorbers;
 - 5.1.9 Venting for activated carbon units for drinking water taste and odour control;
 - 5.1.10 Venting for a stripping unit for methane removal from a groundwater supply;

-
- 5.1.11 Venting for an ozone treatment unit;
 - 5.1.12 Natural gas or propane fired boilers, water heaters, space heaters and make-up air units with a total facility-wide heat input rating of less than 20 million kilojoules per hour, and with an individual fuel energy input of less than or equal to 10.5 gigajoules per hour; or
 - 5.1.13 Emergency generators that fire No. 2 fuel oil (diesel fuel) with a sulphur content of 0.5 per cent or less measured by weight, natural gas, propane, gasoline or biofuel, and that are used for emergency duty only with periodic testing.
- 5.2 The owner shall not add, modify or replace a drinking water system component set out in condition 5.1 for an activity that is not directly related to the treatment and/or distribution of drinking water.
 - 5.3 The emergency generators identified in condition 5.1.13 shall not be used for non-emergency purposes including the generation of electricity for sale or for peak shaving purposes.
 - 5.4 The owner shall prepare an emission summary table for nitrogen oxide emissions only, for each addition, modification or replacement of emergency generators identified in condition 5.1.13.

Performance Limits

- 5.5 The owner shall ensure that a drinking water system component identified in conditions 5.1.1 to 5.1.13 is operated at all times to comply with the following limits:
 - 5.5.1 For equipment other than emergency generators, the maximum concentration of any compound of concern at a point of impingement shall not exceed the corresponding point of impingement limit;
 - 5.5.2 For emergency generators, the maximum concentration of nitrogen oxides at sensitive populations shall not exceed the applicable point of impingement limit, and at non-sensitive populations shall not exceed the Ministry of the Environment and Climate Change half-hourly screening level of 1880 ug/m³ as amended; and
 - 5.5.3 The noise emissions comply at all times with the limits set out in publication NPC-300, as applicable.
- 5.6 The owner shall verify in writing that any addition, modification or replacement of works in accordance with condition 5.1 has met the requirements of the conditions listed in condition 5.5.
- 5.7 The owner shall document how compliance with the performance limits outlined in condition 5.5.3 is being achieved, through noise abatement equipment and/or operational procedures.

049-201

Schedule B

August 3, 2017

- 5.8** The verifications and documentation required in conditions 5.6 and 5.7 shall be:
- 5.8.1 Recorded on "Form 3 – Record of Addition, Modification or Replacement of Equipment Discharging a Contaminant of Concern to the Atmosphere", as published by the Ministry of the Environment and Climate Change, prior to the additional, modified or replacement equipment being placed into service; and
 - 5.8.2 Retained for a period of ten (10) years by the owner.
- 5.9** For greater certainty, the verification and documentation requirements set out in conditions 5.6 and 5.8 do not apply to any addition, modification or replacement in respect of the drinking water system which:
- 5.9.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or
 - 5.9.2 Constitutes maintenance or repair of the drinking water system.
- 5.10** The owner shall update any drawings maintained for the works to reflect the addition, modification or replacement of the works, where applicable.

6.0 Previously Approved Works

- 6.1** The owner may add, modify, replace or extend, and operate part of a municipal drinking water system if:
- 6.1.1 An approval was issued after January 1, 2004 under section 36 of the SDWA in respect of the addition, modification, replacement or extension and operation of that part of the municipal drinking water system;
 - 6.1.2 The approval expired by virtue of subsection 36(4) of the SDWA; and
 - 6.1.3 The addition, modification, replacement or extension commenced within five years of the date that activity was approved by the expired approval.

7.0 System-Specific Conditions

- 7.1** The following are authorized under this permit:
- Not Applicable

8.0 Source Protection

- 8.1** Not Applicable