

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2020

B E T W E E N:

“COLIN MATTHEWS”
hereinafter referred to as the “Owners”

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF STIRLING-RAWDON
hereinafter referred to as the “Township”

OF THE SECOND PART

WHEREAS the Owners are the registered Owners of those lands and premises located in the Township of Stirling-Rawdon, more particularly described in Schedule “A”, and municipally known as 1104 Hoover Road (the “Owners’ Lands”);

AND WHEREAS the Owners’ Lands are within an area designated as an area of site plan control by by-law passed pursuant to section 41 of the *Planning Act*, RSO 1990, c. P.13, as amended;

AND WHEREAS the Owners have made an application to the Township for permission to develop the Owners’ Lands;

AND WHEREAS the Council of The Corporation of the Township of Stirling-Rawdon passed a site specific Zoning By-law No. 1330-19 for the approval of a cannabis facility to the *Planning Act*, RSO 1990, c P.13, as amended;

AND WHEREAS the Council of The Corporation of the Township of Stirling-Rawdon requires the Owners to enter into this Agreement as a condition of approval of the plans and drawings for the proposed development of the Owners’ Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval for the development of the Owners’ Lands and other good and valuable consideration, the Owners and the Township agree with each other as follows:

- 1) The Township hereby approves all plans attached as Schedules hereto. The Owners shall, at their sole risk and expense and to the satisfaction of the Township, develop the Owners’ Lands in strict accordance with plans for development of the Owners’ Lands set out in Schedule “C” to this Agreement (the “Approved Site Plan Drawings”), and shall construct, use, and maintain those facilities and Works set out in the Approved Site Plan Drawings in accordance with the terms of this Agreement.

The Owners covenant that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Owners' Lands except as provided for in this Agreement without the prior written consent of the Township.

- 2) The following Schedules are attached to and form part of this Agreement:
 - (1) **Schedule "A"** - Description of the Owners' Lands
 - (2) **Schedule "B"** - Security for Works
 - (3) **Schedule "C"** - Approved Site Plan Drawings and Documents
 - (4) **Schedule "D"** - Grants of Easement and Other Public Lands
 - (5) **Schedule "E"** - Municipal Conditions
 - (6) **Schedule "F"** - Approving Authorities and Agencies
 - (7) **Schedule "G"** - Notices to Purchasers and Subsequent Owners

- 3) The Owners shall comply with any amendments, additions or deletions to the Approved Site Plan Drawings that the Township may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owners' Lands and the construction of the works and facilities (hereinafter referred to as the "Works") required by this Agreement.

- 4) Without limiting the generality of the Owners' obligations set out in Clause 1 of this Agreement, the Owners covenant and agree to develop the Owners' Lands in accordance with the Approved Site Plan Drawings and in compliance with the municipal conditions set out in Schedule "E" to this Agreement. The Owners acknowledge and agree that the originals of the Approved Site Plan Drawings shall be kept on file at the office of the Township Clerk, Township of Stirling-Rawdon, Ontario. The Approved Site Plan Drawings on file with the Township are hereby incorporated by reference into this Agreement. In the event of any dispute as to which drawing is incorporated by reference into this Agreement, the copy on file with the Township shall govern.

- 5) Prior to the commencement of construction, the Owners:
 - a) Shall obtain all other permits and approvals required by any other agency or authority having jurisdiction, including, without limiting its generality, those agencies and authorities set out in Schedule "F" to this Agreement;
 - b) Shall not commence any development on the Owners' Lands whatsoever until this Agreement has been registered on title against the Owners' Lands; and
 - c) Shall ensure that the requirements of this Agreement and the Approved Site Plan Drawings are brought to the attention of the Owners' contractors, employees and workers.

In the event that it comes to the attention of the Township that the Owners have failed to comply with any of the requirements of this Paragraph, the Township, upon seven (7) business days written notice to the Owners, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Township to the Owner. The Township may, at the expense of the Owner, register notice on title of the Owners' Lands of the termination and/or suspension of this Agreement.

- 6) For the duration of all construction, the Owners:
- a) Shall ensure that all construction work is carried forward as expeditiously as possible and in a good and workmanlike manner in accordance with good trade practices according to the Township's standards and specifications, and so as to cause a minimum of nuisance to neighbours;
 - b) Shall take all reasonable precautions to avoid dust, noise and other nuisances and to provide for public safety, including, without limiting the generality of the foregoing, taking all measures deemed necessary by the Public Works Manager of the Township to ensure the safety of pedestrians and motorists on all highways adjacent to the Owners' Lands; and
 - c) Shall, if determined necessary by the Chief Building Official, erect a fence around the entire excavation site to provide for the security of the site and public safety.
- 7) The Owners:
- a) Covenant and agree that time shall be of the essence of this Agreement and time shall be of the essence with respect to any extension of time that may be agreed upon by the parties;
 - b) Covenant and agree that except as may otherwise be provided for in this Agreement, construction of all Works shall be completed within four (4) months of the date of occupancy of the building. In cases of undue hardship, the Township may extend in writing any time for completion required by this Agreement;
 - c) Covenant and agree that they are aware of the requirements of the Township of Stirling-Rawdon and shall pay all required charges in accordance with the provisions of any fee schedule in effect at the time that the payment is required;
 - d) Covenant and agree that they are aware of the requirements of the Site Plan Control By-Law of the Township of Stirling-Rawdon and that a penalty for breach of the Site Plan Control By-Law, in the event that the plans are not complied with, may result in a charge under section 67 of the *Planning Act*;
 - e) Acknowledge that if any lien is claimed pursuant to the *Construction Act*, RSO 1990, c C.30, as amended, for the supply of services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any lands owned by the Township or any other public authority, the Owners shall be considered in default under this Agreement and shall continue to be in default until all liens are discharged, and the Township may, in its absolute discretion, in addition to any other remedies available to it, use the financial security deposited by the Owners to pay into court any amounts required to discharge all liens plus costs;
 - f) Covenant and agree that in the event the Owners are in default in the performance of any obligation, term, covenant or condition under this Agreement and such default continues more than seven (7) days after the Township delivers written notice to the Owners to remedy the default, the Township may, without further notice to the Owners, do such thing at the Township's expense as it may reasonably require necessary to remedy the default, or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended. The Township, in its sole discretion, may apply all or any portion of the financial security towards the payment of the costs and expenses to remedy the default. The Owners

acknowledge and agree that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any obligation, term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of or alter, affect or prejudice any other remedy or other rights or remedies to which the Township may be lawfully entitled for the same default or breach.

- g) Agree to pay to the Township, at the time of execution of this Agreement by the Owners, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Owners' Lands at the time of execution of this Agreement. The Owners further undertake and agree to continue to pay all taxes and other charges levied on the Owners' Lands or any part of parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

8) The Owners shall:

- a) Provide all parking areas and vehicle/pedestrian access routes with lighting in a manner satisfactory to the Township;
- b) Restrict parking for all vehicles on the Owners' Lands to the parking areas illustrated on the Schedule "C" Approved Site Plan Drawings;
- c) To mark all parking areas illustrated on the Schedule "C" Approved Site Plan Drawings with signs, immediately upon the completion of the construction of the parking areas;
- d) Provide ingress and egress to the Owners' Lands at and only at the points and in the manner illustrated on the Schedule "C" Approved Site Plan Drawings;
- e) At all times to properly maintain the parking areas, signs, loading areas, driveways, fire routes, exits and entrances, walkways, etc. on the Owners' Lands
- f) Be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, fire routes, exits and entrances, parking areas, loading areas and walkways on the Owners' Lands
- g) Ensure that all storm and surface water from the Owners' Lands and from any buildings or structures thereon shall be properly disposed of to the satisfaction of the Municipal Engineer. In the event that the grading, alteration in elevation and/or contouring of the Owners' Lands does not provide for the proper disposal of storm or other surface water from the Owners' Lands and from any buildings or structures thereon (notwithstanding the approval of same by the Municipality) the Owner shall be required to make such alterations to the grading, elevation or contouring of the Owners' Lands as are required to ensure that all storm and surface water from the Owners' Lands and from any buildings or structures thereon are properly disposed of to the satisfaction of the Municipal Engineer;
- h) Ensure that the façade of the building shall be constructed of the materials as noted and approved by the Township on the approved Elevation Plan(s) and listed in Schedule "C" Approved Site Plan Drawings in this Agreement;
- i) Be aware that interior floor layouts and structural details as shown on the above listed plans shall not be subject to the regulations of Site Plan Control. These matters shall, however, be subject to the *Building Code Act, 1992*, SO 1992, c.23 and regulations, as amended; and

- j) Design and construct facilities to provide for the unobstructed use of the public areas of the building by the physically challenged in conformity with the Ontario Building Code provisions for access.
- 9) The Township will make reasonable efforts with the number of personnel available to it to inspect the Works to be constructed in accordance with the Approved Site Plan Drawings and this Agreement, but the Owners shall indemnify and save harmless the Township, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
- 10) The Owners shall indemnify and save harmless the Township, its officers, employees, workers, agents, consultants and advisors, from and against all actions, causes of action, suits, claims, charges, fees, regulatory orders, prosecutions, expenses (including damages, fines, insurance adjusters' fees and legal costs on a full recovery basis) and demands whatsoever, whether with or without merit, and from all costs to which the Township may be put in defending or settling such actions, causes of action, suits, claims, charges, fees, regulatory orders, prosecutions, expenses (including damages, fines, insurance adjusters' fees and legal costs on a full recovery basis) and demands that may arise either directly or indirectly – by reason of, or as a consequence of, or in any provision or breach of any provision of this Agreement, save and except such actions that are caused by the negligent acts of the Township, its employees, servants and agents.
- 11) The Owners hereby grant to the Township, its servants and contractors, permission to enter the Owners' Lands during normal operating hours for the purpose of inspecting the Works and to perform any work arising from or the result of any default by the Owners under this Agreement. It is understood and agreed between the parties hereto that such entry upon the Owners' Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the Works by the Township.
- 12) Upon completion of Works, the Owners shall deliver to the Township the certificate of a Qualified Person confirming that all Works have been installed in accordance with the Approved Site Plan Drawings and this Agreement. For the purposes of this Agreement, Qualified Person means an individual with qualifications and/or credentials related to a field of study and who is therefore appropriate for conducting a study and/or providing expert opinion that has been required by the Township. The qualifications and credentials of the qualified person may be either Landscape Architect, Architect or Certified Engineer depending on related work and must be to the satisfaction of the Township, or where appropriate, are defined by relevant legislation, regulation and standards.
- 13) It is the intent of this Agreement that the Township shall not incur any expense for the development of the Owners' Lands and every obligation of the Owners under this Agreement shall be deemed to include the words "at the expense of the Owners", unless specifically stated otherwise.
- 14) The Owners agree to pay the legal, engineering, landscape, architectural, planning and administrative costs incurred by the Township to process the Approved Site Plan Drawings, including, but not limited to, the preparation of this Agreement and any deeds / easements and / or dedications relative thereto set out in Schedule "D" and all plans and specifications, and the supervision and inspection of the Works.

- 15) All invoices, costs and expenses received or incurred by the Township and payable by the Owners shall be paid within thirty (30) days of the Township's invoice or demand for payment to the Owners, failing which the Owners shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.
- 16) Interest shall be paid by the Owners on all overdue amounts at the same rate per annum and calculated in the same manner as the Township charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
- 17) The Owners consent to the registration by the Township, at the Owners' expense, of this Agreement against the title to the Owners' Lands and, in accordance with s. 41(10) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owners and any and all subsequent owners of the Owners' Lands. The Owners further agrees that the Township may register this Agreement electronically, and for that purpose, the Owners authorize the Township to complete the registration of documents on behalf of the Owners, as their agent.
- 18) It is agreed between the parties hereto that every covenant, provision and agreement herein shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine gender, as the case may be, were expressed.
- 19) Notwithstanding any other provision to the contrary, this Agreement may, at the option of the Township, be terminated under any of the following circumstances:
 - a) Where the building permit expires or is revoked for any justifiable reason;
 - b) If construction of the building shown on the Approved Site Plan Drawings is not commenced within one (1) year of the date of this Agreement;
 - c) Where construction has ceased for any reason and the Owners' Lands are not properly secured or the Owners' Lands pose a potential safety risk to the public;
 - d) Where the Owners are in default of any of its obligations under this Agreement and has not cured the defect within the time period provided to cure the defect; or
 - e) Where the Owners advise the Township that it does not intend to comply with this Agreement.
- 20) The Owners covenant and agree that nothing in this Agreement releases the Owners from the obligation to comply with the provisions of the Township's Zoning By-Laws, as amended, or any by-laws of the Township that may now or in the future be in effect.

21) All notices or other documents required or which may be given under this Agreement shall be in writing duly signed by the party giving such notice and delivered personally or by fax or by prepaid courier, each with proof of delivery or by registered mail or email, addressed as follows:

Township: The Corporation of the Township of Stirling-Rawdon
2529 Stirling Marmora Road
PO Box 40
Stirling, ON K0K 3E0
Attention: Township Clerk

Owners: Colin Matthews
1104 Hoover Road
Stirling-Rawdon, ON K0K 3E0

Any notice document shall be deemed to have been received when faxed or delivered, or on the 5th business day following the date of mailing if sent by registered mail, or upon confirmation of receipt if delivered by email. Notice shall not be given by registered mail during any periods of postal disruption. Any party may from time to time by notice given as provided above, change its address for the purposes of this clause.

22) The failure of the Township to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the Township of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the Township from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

23) The Owners agree that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.

24) The Owners shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition contained herein, and this clause may be pleaded as an estoppel against the Owners in any such proceeding.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals, under the hands of their proper signing officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of

)
)
)
) _____
) Colin Matthews, Owner

)
)
)
) _____
) Robert Mike Matthews, Agent

)
)
) **THE CORPORATION OF THE TOWNSHIP**
) **OF STIRLING-RAWDON**

We have the authority to
bind the Corporation

)
)
) _____
) Robert Mullin, Mayor

)
)
) _____
) Kathryn A. Pearl, Clerk

)
)

SCHEDULE "A"

DESCRIPTION OF THE LANDS

Owner's Lands:

Legal Description:

Parts 22 and 23, Concession 7

Municipal Address:

1104 Hoover Road, Stirling-Rawdon, ON

SCHEDULE "B"

SECURITY FOR WORKS

APPROVED COST ESTIMATE OF WORKS TO BE CONSTRUCTED

PART 'A' (FOR ALL PROPERTIES EXCEPT THOSE WITH 100% LOT COVERAGE) – ON-SITE IMPROVEMENTS

\$0.00

TOTAL SECURITIES	\$0.00
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Part C – FACILITIES AND WORKS ON TOWNSHIP-OWNED PROPERTY

TOTAL SECURITIES	\$0.00
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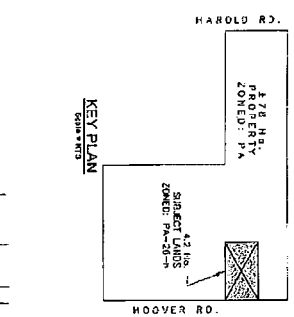
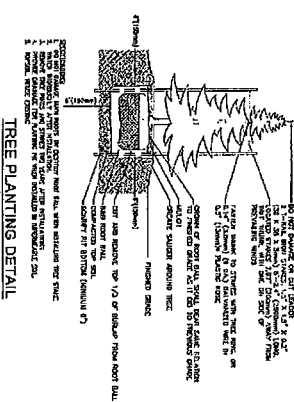
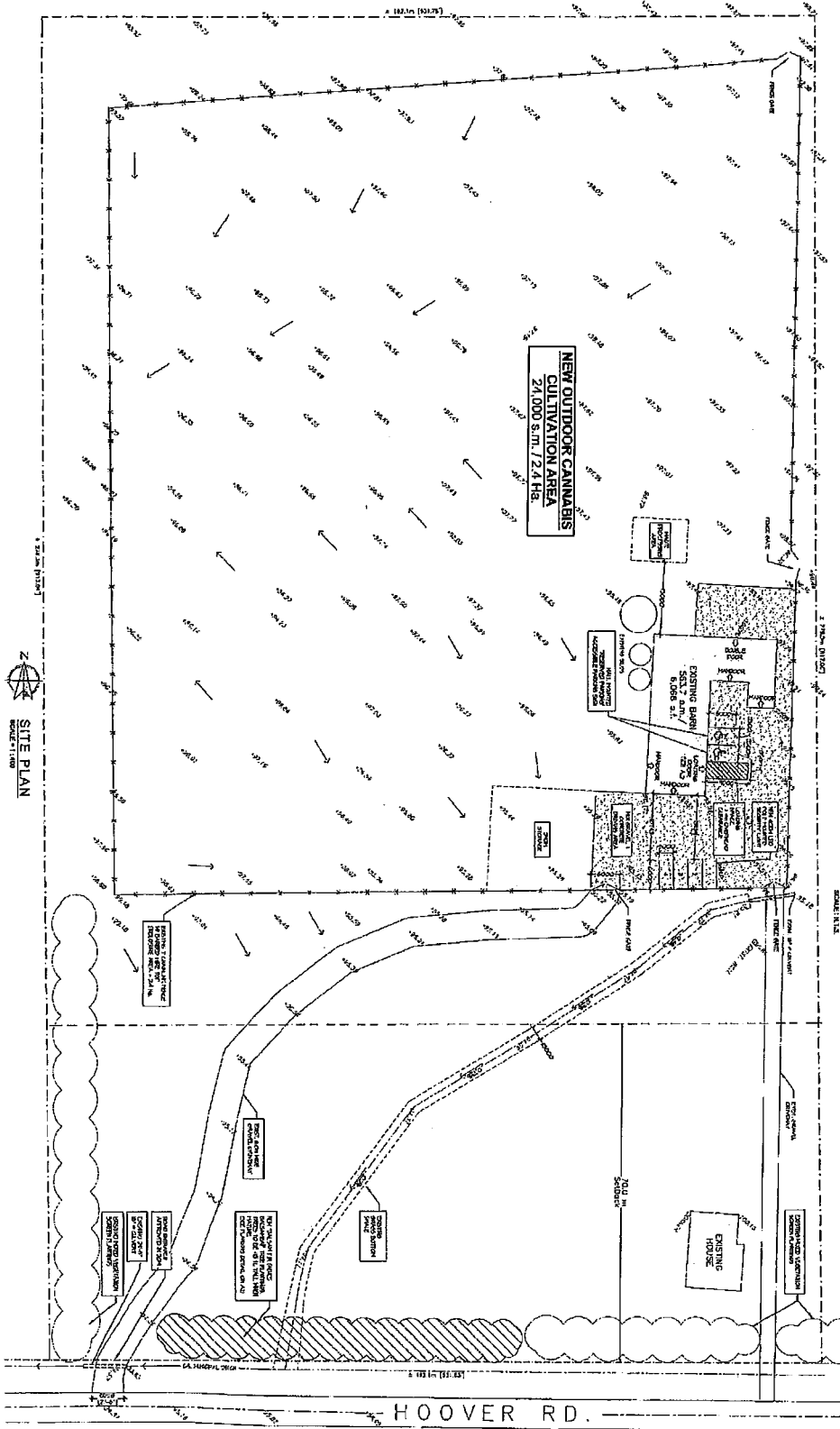
Where a multi-phase development is proposed, the Township, in its sole discretion, may permit security to be submitted for the initial phase of the development. The security may be applied to subsequent phases of the development by the Owners, in accordance with the Township's Site Plan Control By-law, as amended.

SCHEDULE "C"

APPROVED SITE PLAN DRAWINGS AND DOCUMENTS

THE ORIGINALS OF ALL PLANS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE ON FILE IN THE OFFICE OF THE TOWNSHIP CLERK AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.

A.1	Site Plan and Details Dated: June 26, 2020, Revision Dated July 27, 2020 Scale: 1:400 Prepared by: D.W. Brown for TaskForce Engineering Inc.
A.2	Building Elevations Dated: June 19, 2020 Scale: 1/8" = 1'-0" Prepared by: TaskForce Engineering Inc.
Stormwater Design Brief	Stormwater Design Brief Dated: July 27, 2020 Prepared by: Evan Burttt for TaskForce Engineering Inc. D.W. Brown for TaskForce Engineering Inc.
Waste Management Report	Waste Management Report Dated: July 7, 2020 Prepared by: Robert Mike Matthews



OUTDOOR CANNABIS GROWING FACILITY
 116 HOOVER RD.
 STRYDOMON, ONTARIO

TaskForce Engineering Inc.
 24 Nockery Street
 Belleville, Ontario
 K8V 3K9
 Phone: (613) 866-5700
 Fax: (613) 866-5701
 www.taskforce-eng.com

LEGEND:

- EXISTING
- PROPOSED
- REMOVED
- ADJUSTMENT
- CONTROL POINT
- CHECK POINT
- TRIP POINT
- TRANSIT STATION
- OBSERVATION POINT
- TARGET POINT
- REFERENCE POINT
- ADJUSTMENT POINT

PROPERTY DATA:

LOT 22 & 23
 PART OF LOT 22 & 23
 CONCESSION 7
 TOWNSHIP OF WINDON
 COUNTY OF HASTINGS
 WATSON'S LAND SURVEYS LTD.

LEGEND:

- EXISTING
- PROPOSED
- REMOVED
- ADJUSTMENT
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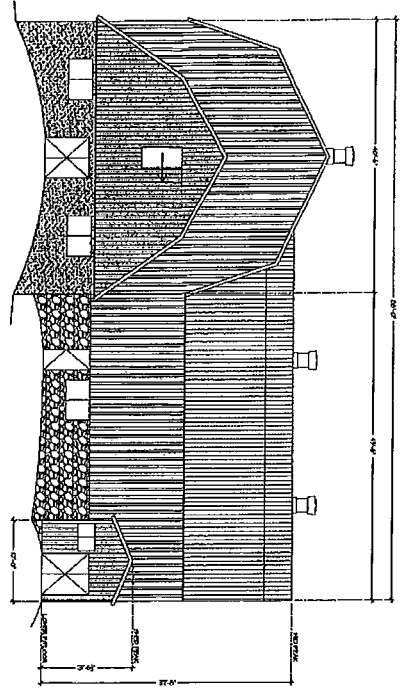
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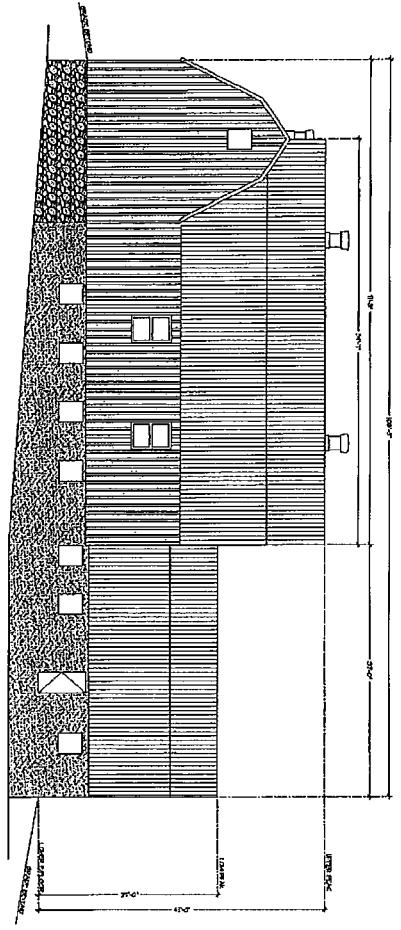
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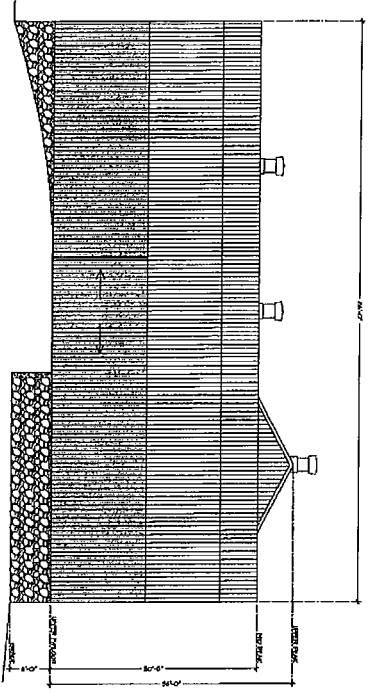
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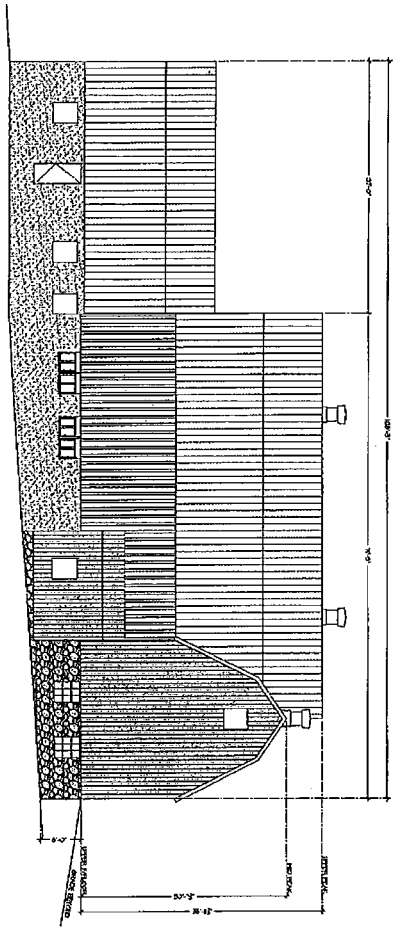
SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



EAST ELEVATION
 SCALE: 1/8" = 1'-0"



NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



WEST ELEVATION
 SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION	BY
1	JAN 2014	EXISTING SCHEM	129
2			
3			
4			

TaskForce
 Engineering Inc.
 24 Newberry Street
 Suite 201
 Salineville, Ohio 44688
 Phone: 614.388.3388
 Fax: 614.388.0711
 www.taskforce-eng.com

EXISTING BARN
 FRANKLIN, OHIO
 BUILDING ELEVATIONS

DATE: JAN 2014
 DRAWN BY: JAH
 CHECKED BY: JAH
 SCALE: AS SHOWN

A2

SCHEDULE "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

There are no grants of easement and other grants related to this development.

SCHEDULE "E"

MUNICIPAL CONDITIONS

The Owners further covenant and agree to develop the Owners' Lands in accordance with the following General Municipal Conditions, as applicable:

GENERAL CONDITIONS:

1. All parking areas and access routes are developed in accordance with the Approved Site Plan Drawings prior to the occupancy of the building. Time extensions may be granted by the Township Clerk, or designate, due to weather conditions or the seasonal availability of materials. Such time extensions are to be obtained prior to occupancy of the building.
2. To install all exterior lighting and signs in accordance with the Approved Site Plan Drawings, and to direct any light emitted from them downwards and away from adjacent uses or streets.
3. To construct all exterior garbage storage areas in accordance with the Approved Site Plan Drawings and to store and dispose of garbage and other waste material in accordance with the Schedule "C" Approved Site Plan Drawings and the provisions of the Township's by-laws and in such a manner as the Township may from time to time direct.
4. To complete all landscaping prior to the occupancy of the building and to maintain all landscaping, plantings, fencing and/or buffering showing on Schedule "C" Approved Site Plan Drawings in a healthy and proper condition. Time extensions may be granted by the Township Clerk, or designate, due to weather conditions or the seasonal availability of materials. Such time extensions are to be obtained prior to occupancy of the building. The landscape buffer located at the front lot line is to be composed of "balsam fir" (*Abies Balsamea*) trees.
5. For the duration of all construction, the Owners:
 - a) Shall ensure that all construction work is carried forward as expeditiously as possible and in a good and workmanlike manner in accordance with good trade practices according to the Township's standards and specifications, and so as to cause a minimum of nuisance to neighbours;
 - b) Shall take all reasonable precautions to avoid dust, noise and other nuisances and to provide for public safety, including, without limiting the generality of the foregoing, taking all measures deemed necessary by the Public Works Manager of the Township to ensure the safety of pedestrians and motorists on all highways adjacent to the Owners' Lands; and
 - c) Shall, if determined necessary by the Chief Building Official, erect a fence around the entire excavation site to provide for the security of the site and public safety.
6. Waste processing shall occur in accordance with the approved Waste Management Report included in Schedule C.

Conditional Building Permits

7. The Owners acknowledge that a conditional building permit may be issued by the Township and hereby agrees that under these circumstances the Owners is proceeding at its own risk and it will not hold the Township or any agents for the Township liable for any claims or costs that may result from work proceeding in advance of this Agreement being finalized. The Owners further authorizes the use of the financial security for any remedial work determined necessary by the Township in relation to the conditional building permit.

Environmental Protection:

8. While undertaking clearing, demolition, excavation or construction the Owners and their contractors shall be vigilant for the potential presence of underground fuel tanks, potentially contaminated soil or groundwater, buried wastes or abandoned water wells. If any of the above are encountered or suspected, the Owners shall ensure that:
 - a. The Township of Stirling-Rawdon in is advised that contaminants or wastes have been discovered or are suspected;
 - b. Any soil or groundwater contamination encountered is managed following applicable standards as defined within O.Reg. 153/04 or as revised;
 - c. Any wastes generated are managed in accordance with applicable laws and standards;
 - d. Any abandoned fuel tanks encountered are decommissioned in accordance with applicable laws and standards;
 - e. Any unused water wells (drilled or dug) are properly abandoned in accordance with Ontario Regulation 903 – Wells or as revised;
 - f. If it appears likely that contamination extends beyond the boundaries of the Owners' Lands, the Owners shall notify the local office of the Ministry of the Environment, Conservation and Parks and the County of Hastings Planning and Development ;
 - g. Construction wastes are not permitted to be buried within the Owners' Lands, the property that is the subject of this Agreement, and
 - h. The Owners and their contractors report all spills to the Ministry of the Environment and Climate Change's Spills Action Centre (1-800-268-6060) and to the Township (613-337-5731) forthwith.

Archaeological or Heritage Features:

9. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. The Ontario Ministry responsible for archeology (416-314-7132) and the County of Hastings's Planning Division (613-966-6712) must be immediately contacted.

10. In the event that human remains are encountered, all work must immediately cease and the site must be secured. The Ontario Provincial Police (1 888 310-1122), the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Government and Consumer Services (416-326-8404), the Ontario Ministry responsible for archeology (416-314-7132), and the County of Hastings's Planning Division (613-966-6712) must be immediately contacted.

LTCA Approval Under Ontario Regulation 163/06

11. If required, the Owners shall obtain a Permit under the Lower Trent Region Conservation Authority: Regulation of Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses (Ontario Regulation 163/06) prior to the commencement of work (including the placement, removal, or re-grading of fill) on the Owners' Lands.

Accessibility for Ontarians with Disabilities Act, 2005

12. When constructing new or redeveloping off-street parking facilities, the Owners shall comply with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c 11 as amended (the "AODA"). "Off-street parking facilities" includes open area parking lots and structures intended for the temporary parking of vehicles by the public, whether or not the payment of a fee is charged and includes visitor parking spaces in parking facilities.
13. Commencement of construction or redevelopment of off-street parking facilities on or after January 1, 2017 by large organizations (private and not-for-profit organizations with 50 or more employees), and commencement of construction or redevelopment of off-street parking facilities on or after January 1, 2018 by small organizations (private and not-for-profit organizations with at least one but fewer than 50 employees), must comply with the "Design of Public Spaces Standards (Accessibility Standards for the Built Environment)" set out in Part IV.1 of O.Reg. 191/11: Integrated Accessibility Standards, under the AODA (the "Accessibility Standards") as amended.
14. If the Owners' Approved Site Plan Drawings do not currently comply with the Accessibility Standards and, if the Owners commence construction/redevelopment after the dates for compliance noted in clause 23 above, then prior to commencement of construction/redevelopment, the Owners shall make such amendments or additions to the drawings as required to ensure compliance with the Accessibility Standards. The Owners shall enter into an Amendment to Site Plan Agreement with the Township to incorporate the revised drawings.

SCHEDULE "F"

APPROVING AUTHORITIES AND AGENCIES

The Owners shall be responsible for obtaining all permits and approvals required for the development of the Owners' Lands from all applicable agencies and authorities having jurisdiction, including but not limited to the following:

<u>APPLICABLE LAW</u>	<u>AGENCY</u>
1. The Ontario Building Code	Township of Stirling-Rawdon 2529 Stirling Marmora Road Phone: (613) 395-3380
2. Gas/Water/Sewer	Township of Stirling-Rawdon 2529 Stirling Marmora Road, Phone: (613) 395-3380
3. Hydro	Hydro One Networks Inc. PO Box 4300 Markham, Ontario L3R 5Z5P Phone: (1 800) 434-1235
4. Provincial Signs, Building Location, Entrance Permits, and Drainage onto Provincial Highways	Ministry of Transportation of Ontario 1355 John Counter Boulevard Kingston, Ontario K7L 5A3 Phone: 613 545-4865
5. Entrance Permits	Township of Stirling-Rawdon 2529 Stirling Marmora Road Phone: (613) 395-3380
6. Cut Permits	Township of Stirling-Rawdon 2529 Stirling Marmora Road Phone: (613) 395-3380
7. Work Permit for Shoreline Construction Permits	Ministry of Natural Resources 106 Monck Street Bancroft, Ontario K0L 1C0 Phone: (613) 332-3940
8. CRCA Approval under Ontario Regulation 148/06	Cataraqui Region Conservation Authority R. R. #1, P.O. Box 160 Glenburnie, Ontario K0H 1S0 Phone: (613) 546-4228
9. Labour Approvals	Ministry of Labour 1111 Prince of Wales Drive Suite 200 Ottawa, Ontario K2C 3T2 Phone: (613) 228-8050

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| 10. Private and Public Sewer Approvals;
Exhaust Air Approvals | Ontario Ministry of the Environment,
Conservation and Parks
345 College Street East
Belleville, Ontario K8N 5S7
Phone: (613) 962-9200 |
| 11. Septic and Holding Tank Public Use
Approvals | Hastings And Prince Edward Counties Health
Unit 179 North Park Street
Belleville, Ontario K8P 4P1
Phone: (613) 966-5500 |
| 12. Hydro One | Hydro One Networks Inc.
PO Box 4300
Markham, Ontario L3R 5Z5P
Phone: (1 800) 434-1235 |
| 13. Bell Canada | Bell Canada
1 Carrefour Alexander-Graham-Bell
Building A, 4th Floor
Verdun, Québec H3E 3B3
Phone: 1 (866) 301-1942 |
| 14. Cable | Cogeco
5, Place Ville-Marie, Office 1700
Montréal, Québec H3B 0B3
Phone: 514-764-4600 |
| 15. Office of the Fire Marshall | Office of the Fire Marshall
5775 Yonge St., 7 th Floor
North York, Ontario M2M 4J1 |
| 16. CNR | Canadian National Railways
1 Administration Road
Concord, Ontario L4K 1B9
Phone: (905) 760-5007 |
| 17. CMHC | Canadian Mortgage and Housing Corporation
100 Sheppard Ave. East, Suite 300
Toronto, Ontario M2N 6Z1 |
| 18. Airport | Airports Group
Transportation Canada
4900 Yonge Street, Suite 300
Willowdale, Ontario M2N 6A5
Phone: (416) 224-3217 |
| 19. Fuel Safety | Technical Standards and Safety Authority
345 Carlingview Dr,
Etobicoke, Ontario M9W 6N9 |
| 20. Stirling Fire | Stirling-Rawdon Fire
2529 Stirling Marmora Road,
Phone: (613) 395-3380 |

21. Condominium & Apartment Buildings Ontario New Home Warranty Program
1130 Morrison Drive, Suite 250
Ottawa, Ontario K2H 9N6
Phone: (613) 829-6877
22. Trans-Northern Pipelines Inc. Trans-Northern Pipelines Inc.
45 Vogell Road, Suite 310
Richmond Hill, ON L4B 3P6
23. National Energy Board National Energy Board
444 Seventh Avenue S.W.
Calgary, Alberta T2P 0X8
24. Energy Regulation Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
Toronto, Ontario, Canada
M4P 1E4
25. Electrical Safety Electrical Safety Authority
Customer Service Centre
P.O. Box 24143
Pinebush Postal Outlet
Cambridge, ON N1R 8E6
1-877-372-7233
15. Union Gas Ltd. Union Gas Limited
520 Gardiners Road
Chatham, ON N7M 5M1

SCHEDULE “G”
NOTICES TO PURCHASERS AND SUBSEQUENT OWNERS

1. The Owners and all subsequent owners, successors or assigns (all of which are referenced by the term “Owner”) are hereby advised that, notwithstanding the issuance of Site Plan Control Approval by the Township of Stirling-Rawdon, it is the Owners’ responsibility to determine if the proposed use or any subsequent use of the Owners’ Lands or property are subject to the requirements of a Comprehensive Certificate of Approval issued by the Ontario Ministry of the Environment, Conservation and Parks.