

SECTION 41 DEVELOPMENT AGREEMENT

AGREEMENT MADE THIS _____ day of _____ 20 .

B E T W E E N:

of the Township of Woolwich, in the Regional Municipality of Waterloo
(hereinafter called the "Owner"),

OF THE FIRST PART,

- a n d -

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(hereinafter called the "Township"),

OF THE SECOND PART,

- a n d -

(hereinafter called the "Mortgagee"),

OF THE THIRD PART,

WHEREAS the Owner represents and warrants that it is the registered owner of those lands and premises in the Township of Woolwich located at _____ and described in Schedule 'A' of this Agreement (hereinafter the "Lands").

AND WHEREAS the Township passed By-law 41-2020, on the 2nd day of June 2020, to impose the provisions of Section 41 of The Planning Act, where there is development or re-development of land or buildings in the Township.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Township to the Owner, the receipt whereof being hereby acknowledged, and other consideration, the Owner covenants and agrees as follows:

1. THE OWNER AGREES:

- a) To develop and maintain the Lands for a _____ (the "Development") in accordance with the approved Site Plan (_____) prepared by _____, titled "_____", dated _____ and revised _____, and approved by the Township (the "Site Plan"). Minor changes to the Site Plan, acceptable to the Director of Development Services, may be permitted.
- b) That all minor amendments shall be included in an addendum to this agreement, signed by the Owner and Director of Development Services. The Township may register the addendum against title of the subject property; however, new purchasers should contact the Township of Woolwich to determine if any addenda exist for the property.

Engineering

- c) To install the sanitary, water and stormwater facilities and grade and drain the Lands in accordance with the following plans and report prepared by _____, project titled "_____":
 - and approved by the Township and _____ (the "Site Servicing Plan"), and not to alter the services, storm water facilities, grading and drainage without prior written permission of the Director of Development Services and where applicable the _____ . Combined servicing and grading clause
- d) To install the sanitary, water and stormwater facilities on the Lands in accordance with the Plan (_____), prepared by _____, titled "_____", dated _____ and revised _____, and approved by the Township and the _____ (the "Site

Servicing Plan”), and not to alter the services and storm water facilities without prior written permission of the Director of Development Services and where applicable the _____ . **Separate servicing clause**

- e) To grade and drain the site for the Development in accordance with the Site Grading Plan (_____) prepared by the _____ titled “_____”, dated _____, revised _____, and approved by the Township and the _____ (the “Site Grading Plan”), prior to occupancy of the first building in the Development and not to alter the grading and drainage without prior written permission of the Director of Development Services and where applicable, the _____. **Separate grading clause**
- f) To provide full time inspection from a Professional Engineer during the installation of the on-site water services for the Development.
- g) To install and maintain the sediment control measures and construction fencing to the specification/location noted on the Site Grading Plan or Site Servicing Plan, prior to any development (including grading and servicing) occurring on-site for the Development, all to the satisfaction of the Township and _____.
- h) The owner shall inspect and maintain the on-site stormwater management facilities in accordance with the Site Servicing Plan a minimum of twice yearly, or as needed.
- i) To install and maintain back-flow prevention device for the on-site water distribution system in accordance with the Site Servicing Plan and the most up-to-date version of the CSA B64.10-07 Standard, all to the satisfaction of the Township.
- j) To obtain an Environmental Compliance Approval (formerly Certificate(s) of Approval), for the oil grit separator and to provide a copy of the same to the Township.
- k) To inspect, monitor and maintain the oil grit separator quarterly, or as need to ensure the performance of the said structure, in accordance with the Site Servicing Plan, all to the satisfaction of the Township.
- l) That all subsurface piping, associated structures and storage tanks shall be constructed and maintained with leak prevention measures to prevent spills or infiltration into the local groundwater. For sanitary sewers, this should include design and leak testing standards equivalent to watermain leak-prevention standards as outlined in the Region’s Guidelines and Supplemental Specification for Municipal Services.
- m) To inspect and maintain on-site services, in accordance with the Site Servicing Plan to ensure that there is no cross-connection between the private wells and the municipal water distribution system, as well as the private sanitary septic system, the storm system and the municipal sanitary distribution system, located on the Lands, in accordance with all applicable Provincial requirements and to the satisfaction of the Township.

Approvals/Permits

- n) To obtain a “development, interference with wetlands, alterations to shorelines and watercourses” Permit from the GRCA prior to the construction of the stormwater management pond and associated facilities and structures (the “Storm Pond”) as shown on the Site Plan and/or any other works occurring on the Lands within the GRCA’s Regulatory Area.
- o) To obtain a Certificate of Approval from the Ministry of Environment Conservation and Parks (the “MOE”) as per the Ontario Water Resource Act, RSO. 1990, prior to the installation of the Storm Pond and to provide a copy of the Certificate of Approval to the Township.
- p) To obtain a Road Work Permit from the Township prior to any works occurring within the _____ road allowance, adjacent to the Lands, and to provide written notice to the Township at least one (1) week in advance of work occurring within the _____ road allowance to ensure that all utility and servicing locates are completed prior any development occurring on or beyond the Lands.

- q) To contact the Ministry of Environment Conservation and Parks and Climate Change (MOECC) prior to the issuance of a building permit or the installation of equipment that may not require a building permit, to determine whether an Environmental Compliance Approval (ECA) (formerly Certificate(s) of Approval) is required by the MOECC. If it is determined that any such ECA is required, to apply for same or, alternatively, to amend any existing application for same. The Owner agrees to provide a copy of any such ECA to the Township upon receipt by the Owner. The Owner agrees to indemnify and save the Township harmless in respect of any claim that may be made against the Township in connection with any failure by the Owner to acquire or operate in accordance with such Approval.
- r) To act in accordance with the Environmental Protection Act by immediately reporting chemical spills, by taking immediate action to contain such spills and to control the damage and by completing the clean-up of the spill; however, if the Township Fire Department or any other Township work crew are requested to be involved in the clean-up of a chemical spill then the Owner agrees to adequately compensate the Township for all cost incurred.

Waste Water

- s) To obtain the necessary permits for the waste water disposal system from the Township (i.e. Septic Permit) prior to the issuance of a building permit for the Development, and to install and maintain the septic system in the location shown on the Site Plan and in accordance with the conditions specified by Septic Permit, all to the satisfaction of the Township.

Access

- t) To obtain a Regional Road Access Permit to locate/expand/modify the entrance(s) onto _____ prior to the issuance of the first building permit for the Development and to construct the said entrance in accordance with the Site Plan, Site Servicing Plan/Site Grading Plan and the terms and conditions specified in the Regional Road Access Permit, all to the satisfaction of the Township and prior to occupancy of the first building in the Development.
- u) To construct and maintain the entrance(s) onto _____ in accordance with the Site Plan and Site Servicing/Site Grading Plan, all to the satisfaction of the Township and prior to occupancy of the first building in the Development.
- v) To maintain the _____ existing entrances onto _____ in accordance with the Site Plan and Site Servicing Plan. The Owner further agrees that any future modifications or relocation of the entrances to the Lands or the installation of any new entrance not shown on the Site Plan shall require a **Township/Regional** Access Permit prior to its construction.

Parking Areas

- w) To develop and maintain the asphalt parking and loading areas and internal driveways for the Development in accordance with the Site Plan and Site Servicing Plan /Site Grading Plan, which includes:
- the delineation of parking and loading spaces, traffic islands, internal traffic lanes and intersection markings with painted lines,
 - the installation/delineation of _____ (____) barrier-free parking spaces with painted symbols or signage,
 - the construction of an approximate _____ square metre horse and buggy shelter,
 - the installation of continuous concrete curbing (applicable curb-cuts) and landscape islands, and
 - the installation of internal traffic control signs and/or painted markings (stop bars) and directional signage,
- all to the satisfaction of the Township and prior to occupancy of the first building in the Development.
- x) To develop and maintain the gravel parking and loading areas in accordance with the Site Plan and Site Servicing Plan/Site Grading Plan, which includes the installation of portable concrete curbing fixed to the ground with metal spikes, all to the satisfaction

of the Township and within 12 months from the issuance of a building permit for the Development.

- y) To maintain all gravelled areas in a dust-free condition by treating with calcium chloride or other environmentally safe substance(s) on at least two occasions per year, or more often if required in writing by the Township.
- z) To install and maintain "cart return corrals" in the locations shown on the Site Plan, prior to occupancy of the _____ in the Development. The Owner further agrees that the designated "cart return corrals" cannot be located on or be included as required parking spaces for the Development in By-law 55-86, as amended (the "Township Zoning By-law").
- aa) To install and maintain the internal concrete sidewalks (including the required curb-cuts and barrier-free ramps) in accordance with the Site Plan and Site Servicing Plan/Site Grading Plan, all to the satisfaction of the Township and prior to occupancy of the first building in the Development.
- bb) To install and maintain the internal concrete areas and concrete barrier curbing (including required curb-cuts and barrier-free ramps) in accordance with the Site Plan and Site Servicing Plan all to the satisfaction of the Township and prior to occupancy of the first building in the Development.

Lighting

- cc) To install and maintain the outdoor lighting in the locations and specifications shown on the Plan (_____) prepared by _____, titled "_____", dated _____, revised _____ and approved by the Township (the "Lighting Plan"), and to ensure that all outdoor lighting is directed downward and shielded so as not to project beyond the Owner's land nor to cause a glare that would impact adjacent properties or passing traffic.
- dd) To ensure that all lighting, is directed downward or shielded so as not to project beyond the Owner's land nor to cause a glare that would impact adjacent properties or passing traffic.

Landscaping

- ee) To install all landscaping and plantings in the Development in accordance with the Site Plan/Plan (_____) prepared by _____, titled, "_____", dated _____, revised _____, and approved by the Township (the "Landscape Plan"), which includes:
 - the installation of a landscape berm along _____ at a height _____;
 - the planting of trees, shrubs, plants and/or ground cover within the landscape islands along the perimeter of the parking area, as shown on the Site Plan, and
 - the planting of trees and groundcover, and the installation of a minimum 1.5 metre high wood-screened fence _____ (if applicable)The above-noted landscape works shall be completed within 6 months from the issuance of an Occupancy Permit for the _____ in the Development, all to the satisfaction of the Township, and to maintain all landscaping and plantings in an acceptable state for the life of the Development.

Deposits

- ff) To deposit to the Township a Letter of Credit or cash in the amount of \$ _____, prior to the issuance of the first building permit in the Development, as security to install the landscaping, plantings, **berm**, fencing and other miscellaneous features noted in Clause 1 ___) and/or shown on the Landscape Plan (i.e. the 'Landscape Works'). The Owner authorizes the Township to cash the Letter of Credit or use the cash deposit to install all or part of any of the Landscape Works, if Landscape Works have not been completed and/or the Owner has not completed the required remedial works identified by the Township upon inspection of the Landscape Works within the required time period noted in this Agreement. That upon request of the Owner, the Township shall, in a timely manner, inspect the completed Landscape Works. Following inspection and upon the Township:

- confirming that all Landscape Works, as well as any remedial works identified by the Township have been completed in accordance with the Landscape Plan and to the satisfaction of the Township, and
 - being provided with a statutory declaration by the Owner indicating that the contractors installing the Landscape Works have been paid in full for material and services rendered,
- the Township shall return the \$ _____ Letter of Credit or cash deposit to the Owner, less any amount withdrawn pursuant to this clause.

gg) To deposit to the Township a Letter of Credit or cash in the amount of \$ _____ prior to the issuance of the first building permit in Development, as security to install the _____ (Clause 1 ____); the _____ (Clause 1 ____); the _____ (Clause 1____) and the _____ (Clause 1 ____) as shown on the Site Servicing Plan and Site Grading Plan (i.e. the 'Servicing Works') The Owner authorizes the Township to cash the Letter of Credit or use the cash deposit to install all or part of any of the Servicing Works, if such works have not been completed and/or the Owner has not completed the required remedial works identified by the Township upon inspection of the Servicing Works within the required time period noted in this Agreement.

hh) That upon request of the Owner, the Township shall, in a timely manner, inspect the completed Servicing Works noted in Clause 1 _____. Following inspection and upon the Township:

- confirming that all Servicing Works, as well as any remedial works identified by the Township have been completed in accordance with the Site Servicing Plan and Site Grading Plan and to the satisfaction of the Township, and
- being provided with a statutory declaration by the Owner indicating that the contractors installing the Servicing Works have been paid in full for material and services rendered,

the Township shall issue a Performance Acceptance Certificate to the Owner for completion of Servicing Works. The Owner further agrees that a one (1) year maintenance period shall commence to run from the date the Performance Acceptance Certificate is issued. The Township shall retain the portion of the securities noted in Clause 1 ____), in the amount of \$ _____, Servicing Works. The Township shall issue a Certificate of Release with respect to the Performance Acceptance Certificate when the one (1) year maintenance period has expired, all remedial works required by the Township with respect to the Servicing Works have been completed, and the Owner has provided a statutory declaration to the Township indicating that the contractor installing the Servicing Works have been paid in full for material and services rendered. Once the Certificate of Release is issued by the Township, the Township shall return the \$ _____ security deposit to the Owner.

Fencing

- ii) To install a _____ metre high fencing around/along _____ for the Development in the location shown on the Site Plan and to maintain the fencing in an acceptable state for the life of the Development.

Road Widening

- jj) To convey to the _____, free and clear of any encumbrances, a _____ metre wide road widening and _____ metre _____ daylighting along _____ and _____ intersection, as shown on the Site Plan, prior to issuance of the first building permit for the Development. All surveying and legal cost associated with the conveyance of the said road widening and daylighting shall be incurred by the Owner. *The Owner agrees that prior to the conveyances of the said road widening, to submit a Phase 2 Environmental Assessment report concerning those lands being transferred to the Region and to undertake, if necessary, further remedial measures, including a Record of Site, depending on the findings of the Phase 2 Environmental Assessment report (last provision optional depending on the location);*

Garbage

- kk) That if the garbage facility is located outdoors, it shall be installed in the location shown on the Site Plan and in accordance with the following:
- placed on a concrete pad, enclosed on all sides, including a gate, with a solid wood maintenance free fence, at a height, which is greater than the garbage bin, or
 - decorative molok(s),
- but in either case shall not occupy or interfere with a required parking or loading space, and to maintain the facility in an acceptable state for the life of the development. Any changes to the location of the garbage facility will require an addendum to this Agreement pursuant to Clause 1b, prior to construction.
- ll) To install the outdoor garbage facilities in the locations shown on the Site Plan and to place the garbage bin(s) on a concrete pad, enclosed on all sides, including a gate and/or doors, with a solid wood maintenance free fence, at a height, which is greater than the garbage bin(s) as detailed on _____ Plan. The location of the outdoor garbage facilities shall not interfere with, or be placed on a required parking or loading space. Any changes to the location of the garbage facility will require an addendum to this Agreement pursuant to Clause 1b, prior to construction.

Fuel Dispensing

- mm) To obtain approval from the Technical Standards and Safety Authority (TSSA), where required, for tanks and/or structure for the Development and to forward copy of the TSSA approval to the Township prior to installation of the said tanks and/or structures.
- nn) To install and maintain the above-ground fuel storage tanks and the fuel pumps in the location shown on the Site Pan and in accordance with the Liquid Fuels Handling Code from the Technical Standards and Safety Act, 2000. The Owner further agrees to protect the above-ground fuel storage tanks with bollards, the fuel pumps with curbed islands, and to install the canopy, in accordance with the Site Plan and the _____ Plan (____) prepared by _____, title “_____”, dated _____ revised _____, and approved by the Township (the “_____ Plan”), prior to the operation of the gas bar facility for the Development.
- oo) To implement and maintain both the structural and operational Best Management Practices (BMP) for the fuel dispensing facility in accordance with the provisions outlined in Schedule ‘B’ of this agreement, as well as any other provisions required in the Liquid Fuels Handling Code from the Technical Standards and Safety Act, 2000, to ensure maximum safety and environmental protection of the fuel dispensing facility **within the Well Head Protection Areas (WHPA) identified by the Region (if applicable).**
- pp) To install and maintain the ___ metre high fencing and bollards to protect the above ground fuel storage tank (or waste oil tank and bin) used for the _____ in the Development as shown on the Site Plan, in accordance with the _____ Plan (____) prepared by _____, title “_____”, dated _____ and revised _____, and approved by the Township (the “_____ Plan”), prior to occupancy of the buildings within the Development.

Fire Conditions

- qq) To maintain a Fire Route in the location shown on the Site Plan and in accordance with the requirements of the Township Fire Chief. The Fire Route shall be identified by appropriate signage, which shall be installed at the expense of the Owner prior to occupancy of the first building permit in the Development.
- rr) To install a private fire hydrant on the Lands in the location and specifications identified on the Site Plan and Site Servicing Plan prior to occupancy of the _____ in the Development. The Owner further agrees that the Township shall maintain and inspect all fire hydrants on the Lands in accordance with Township standards, and all cost incurred for the same will be at the Owner’s expense.

- ss) To install a _____ size underground reservoir with pipe bollards for firefighting purposes in the location and specifications identified on the Site Plan (i.e. the "Fire Reservoir"), prior to occupancy of the first building within the Development. The Fire Reservoir shall be accessible at all times for use by the Township's Fire Department (or other authorized Fire Departments in other municipalities) for firefighting purposes, shall be maintained with water at full capacity at all times, and shall be inspected and maintained twice yearly, or as often as necessary to the satisfaction of the Township Fire Chief.
- tt) To complete a fire flow test for the water services on-site, as shown on the Site Servicing Plan, upon completion of the installation of the water services and prior to occupancy of the first building in the Development.
- uu) That the Township shall maintain and inspect all fire hydrants on the Lands in accordance with Township standards, and all cost incurred for the same will be at the Owner's expense;
- vv) To develop and maintain the storm water management pond as a fire reservoir, including the installation of the clay liner, fire connection and the marking pole to the fire department standards, prior to the occupancy and operation of the _____ facility as shown on the Site Servicing Plan. The Owner further agrees that the pond levels shall be maintained to ensure the appropriate minimum level of water is on site for fire-fighting purposes at all times. If for any reason the pond is not maintained to proper levels the Township may enter the property and fill the pond at the expense of the Owner;
- ww) That prior to the occupancy and operation of the _____ facility the Owner shall complete a fire flow test to ensure the proper operation of the fire reservoir and associated systems to meet the design requirements, and to provide details of the same to the Fire Chief;
- xx) To perform an annual fire flow test to ensure the proper operation of the fire reservoir and associated systems, and to provide details of the same to the Fire Chief;

Snow Storage

- yy) To maintain the area identified as "snow storage" on the Site Plan. The Owner further agrees that snow gathered from the parking and outdoor storage areas shall not interfere with the approved drainage pattern for the Lands or adversely impact adjacent properties, and cannot be stored on the minimum number of required parking spaces for the Development, but stored in the "snow storage area(s)", surplus parking spaces and/or trucked away to a location off-site.

Signs

- zz) To obtain any necessary permits for signs and to ensure that such signs are located in accordance with the provisions of the Sign By-law and the location shown on the Site Plan. No addendum to this Plan shall be necessary for signs, which receive the necessary permits.
- aaa) To install the _____ sign for the Development in accordance with the Site Plan and _____ Plan, and all to the satisfaction of the Township. The Owner further agrees to obtain the necessary permits for signs and to ensure that such signs are located in accordance with the provisions of the Sign By-law. No addendum to this Plan shall be required for signs, which receive the necessary permits.

Hydro

- bbb) To make satisfactory provisions with Waterloo North Hydro for the necessary electrical services.

Other

- ccc) To provide written confirmation from a Professional Engineer that the Development has been constructed and completed in accordance with the approved Plans and provisions identified in this Agreement which includes the submission of "red line"

drawings for site grading, underground site services and any works within the public road allowance(s), within 12 months of occupancy of the building(s) in the Development.

- ddd) In event that any of the works required in this Agreement cannot be completed in the specified timeframe due to wintertime construction, the Owner shall make satisfactory arrangements with the Township to complete the applicable works on or before June 1 of the following construction season, without an addendum to this Agreement.
- eee) To ensure that no new use or change of use is made to any building or part thereof until a Certificate of Occupancy authorizing such use has been issued by the Township.

Obligations

- fff) That following the registration of the deeds for Consent Approval _____ to create the _____ as shown on the Site Plan:
 - i) that all obligations herein this Agreement related to the _____ shall be exclusively the responsibility of the Owner; and
 - ii) that all obligations contained in a Section 41 Site Plan Agreement related to the _____ shall be exclusively the responsibility of the owner of the property at _____, described as _____.
- 2. The Owner agrees that all facilities and matters required by this Agreement shall be provided and maintained at the Owner's sole risk and expense and to the satisfaction of the Township and that, in default thereof, the Township may perform such requirements at the expense of the Owner and such expense may be recovered in like manner as municipal taxes.
- 3. The Owner agrees to allow the Township, in its sole discretion, to register or deposit this Agreement in the Registry Office for the Registry Division of Waterloo North (No. 58), against the lands herein described.
- 4. It is understood and agreed that, after this Agreement has been registered or deposited on title, the Township shall not release it. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township shall, upon request, issue a Certificate of Compliance with this Agreement to the date of the Certificate.
- 5. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner, shall run with the lands and be binding upon them and upon their heirs, executors, administrators, successors and assigns as Owners and occupiers of the said lands from time to time.

Mortgagee

- 6. The Party of the Third Part for and in consideration of the sum of TWO (\$2.00) DOLLARS now paid to it (the receipt whereof is hereby acknowledged) doth hereby consent to the agreement herein and postpones its claim as Mortgagee of the said lands, the intent being that its mortgage shall be subject to the agreement herein as though the said agreement had been registered prior to the registration of its mortgage.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk and the Mortgagee witnesseth under hand of its authorized signing officer and seal (where applicable).

SIGNED, SEALED AND DELIVERED

In the Presence of

)
) OWNER
)
)
) Per: _____
)
)
) "I have the authority to bind
) the Corporation"
)
)
) THE CORPORATION OF THE
) TOWNSHIP OF WOOLWICH
)
) Per: _____
) Mayor
)
)
) Per: _____
) Clerk
)
)
) "We have the authority to bind
) the Corporation"
)
)
) MORTGAGE HOLDER
)
) Per: _____
)
)
) Name and Position
)
)
) Per: _____
)
)
) Name and Position
)
)
) "We have the authority to bind
) the Corporation"

SCHEDULE A

Legal Description

Part Lot -----, German Company Tract, Township of Woolwich, Regional Municipality of Waterloo, designated as _____ Township of Woolwich, Regional Municipality of Waterloo, as in (PIN _____).