

THIS AGREEMENT made this ##th day of ####, 2022, is made pursuant to Section 41(7) of the *Planning Act* and authorized by Site Plan Agreement No. ####-22 of The Corporation of The Town of Niagara-on-the-Lake.

THIS AGREEMENT made this ##th day of 2022.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART

-and-

VILLAGE HOTEL (NOTL) INC
(Hereinafter called the 'Owner')

OF THE SECOND PART

-and-

TRADITIONAL NEIGHBOURHOOD
DEVELOPMENTS INC
(Hereinafter called the 'Owner')

OF THE THIRD PART

-and-

NEWARK NIAGARA ARTS CENTRE INC
(Hereinafter called the 'Owner')

OF THE FOURTH PART

WHEREAS Village Hotel (NOTL) Inc represents that it is the registered Owner of the lands known municipally as and legally described in paragraph 2 of Schedule A;

AND WHEREAS Traditional Neighbourhood Developments Inc represents that it is the registered Owner of the lands known municipally as 111 Garrison Village Drive and legally described in paragraph 1 of Schedule A;

AND WHEREAS Newark Niagara Arts Centre Inc represents that it is the registered Owner of the lands known municipally as and legally described in paragraph 3 of Schedule A;

AND WHEREAS Village Hotel (NOTL) Inc, Traditional Neighbourhood Developments Inc, and Newark Niagara Arts Centre Inc are collectively referred to herein as the "Owner";

AND WHEREAS the Owner has applied for Site Plan Approval to permit the construction of the Village Centre consisting of new commercial buildings, parking

areas, and public space areas in accordance with Schedule B (Site Plan), Schedule C (Landscape Plan) and Schedule D (the Village Centre Code) attached hereto, all of which plans and design standards shall comply with the Ontario Building Code, and with all the Town building and Zoning By-Law requirements;

AND WHEREAS the Council of the Town of Niagara-on-the-Lake has approved this agreement and authorized its execution by the Corporation of the Town of Niagara-on-the-Lake on the XXth day of XXXX, 2022;

AND WHEREAS the Town has agreed to permit the said development of the Lands subject to the terms and conditions prescribed herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town, the receipt of which monies is hereby acknowledged; the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1. 'Approved Plans' shall mean plans approved and signed by the Lord Mayor and Town Clerk of the Corporation of the Town of Niagara-on-the-Lake and Owner depicting the proposed development. Schedule B (Site Plan), and Schedule C (Landscape Plan) and Schedule D (the Village Centre Code) of this agreement are a reduced copy of the approved plans on file with the Community and Development Services Department of the Town.
- 1.2. 'Chief Building Official' shall mean the Chief Building Official of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.3. 'Council' shall mean the Council of the Corporation of the Town of Niagara-on-the-Lake.
- 1.4. 'Director of Community & Development Services' shall mean the Director of Community and Development Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.5. 'Director of Corporate Services' shall mean the Director of Corporate Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.6. 'Director of Operations' shall mean the Director of Operations of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.7. 'Fire Chief' shall mean the Fire Chief of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.8. 'Lands' shall mean the lands as described in Schedule A attached hereto.

- 1.9. 'Primary Services' shall mean public utilities, watermains, sewers, both sanitary and storm, any pumping station, emergency accesses, community mailbox pads, catch basins or other appurtenances, and pre-grading.
- 1.10. 'Public Utilities' shall mean telephone, hydroelectric system, natural gas systems and cable television.
- 1.11. 'Secondary Services' shall mean all Works to be installed, constructed or erected which are not defined as Primary Services or Public Utilities. Included as a Secondary Service is the base road including base asphalt, curbs and gutters, and the cleaning of any stormwater management pond, oil/grit Separator, and/or stormceptor.
- 1.12. 'Surveyor' shall mean an Ontario Land Surveyor (O.L.S.).
- 1.13. 'The Engineer' shall mean the Owner's Consulting Engineer.
- 1.14. 'Town' shall mean the Corporation of the Town of Niagara-on-the-Lake.
- 1.15. 'Village Centre Architect' shall mean the architect retained to review final plans (elevations, floor plans, landscape plans, detailed drawings etc.) to ensure all proposed development conforms with the Village Centre Code. The Village Centre Architect shall review and approve plans before plans are reviewed by the Chief Building Official.
- 1.16. 'Works' shall mean and include all Primary and Secondary Services and any and all works, services, things, actions and other matters without limitation required to be completed or performed by the Owner pursuant to this Agreement.

2. PREVIOUS AGREEMENTS

- 2.1. The previous site plan agreements applicable to the Lands are described as follows:
 - a) Agreement dated December 19, 2008, authorized by By-law Number SP-022-08, registered as Land Registry Office Instrument No. NR197929;
 - b) Agreement dated January 29th, 2009, authorized by By-law Number SP-022A-09, registered as Land Registry Office Instrument No. NR200320.
- 2.2. The parties agree that the previous site plan agreements described in section 2.1 of this agreement are hereby rescinded and shall be removed forthwith from the title of the Lands. The application to the Land Registrar to remove the previous site plan shall be made by and at the expense of the Owner. The Town shall sign any consents or other documents required to effect the removal.

3. THE VILLAGE CENTRE - DESIGN REVIEW PROCESS

- 3.1. Floor plans, building elevations, detailed landscape plans, façade lighting and additional detailed plans for individual buildings shall be submitted during the building permit application stage, without requiring an amendment to this Site Plan Agreement. All buildings and design elements shall conform to Schedule D.
- 3.2. Prior to issuance of a building permit, the Village Centre Architect shall review and approve all plans (elevations, floor plans, landscape plans, façade lighting, detailed drawings etc.) to ensure conformity is maintained with Schedule D. The Village Centre Design Review and Policy Procedure (Schedule E) identifies the Village Centre Architect's review process for proposed plans.
- 3.3. The Chief Building Official will not review or approve any plans prior to the Village Centre Architect's review and approval.
- 3.4. Should building plans deviate from design criteria and regulations outlined in the Village Centre Code, the Village Centre Architect shall review the proposed plans using the Variance Review Process, outlined in Schedule E.
- 3.5. Amendments to the Village Centre Code (Schedule D) shall only be permitted through an amendment to this Site Plan Agreement.

4. STORMWATER MANAGEMENT

- 4.1. Prior to the issuance of a building permit, the Owner shall submit grading and servicing plans for approval and shall, at its own expense, construct such Works as may be required to collect and contain all stormwater on site and channel such stormwater to an approved outlet in accordance with specifications and plans approved by the Director of Operations and filed in the office of the Director of Operations. In this paragraph, stormwater shall include all surface water on the land including roof run-off, eavestroughs, surface catch basins and water from the foundation perimeter-weeping tile.
- 4.2. Any alteration or improvements to the existing services will be at the Owner's expense.
- 4.3. All underground servicing must be approved and inspected by the Engineer, and the Town or the Town's designate. Inspections shall include a closed-circuit television (CCTV) recording of the installed storm sewers for its entire length, to the satisfaction of the Director of Operations.
- 4.4. The Owner shall, at its own expense, conduct mandrel testing on all storm sewer systems which have been constructed by or on behalf of

the Owner using flexible piping, to the satisfaction of the Director of Operations.

- 4.5. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any stormwater system located on the Lands identified in Schedule A attached hereto, and that where the stormwater system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given to the Owner, and effect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

5. SANITARY SERVICES

- 5.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, construct such sanitary services as may be required to service the approved development.
- 5.2. Any alteration or improvements to any existing sanitary service will be at the Owner's expense and subject to approval of the Director of Operations.
- 5.3. All underground servicing must be approved and inspected by the Engineer, and the Town or the Town's designate. Inspections shall include a closed-circuit television (CCTV) recording of the installed sanitary sewers for its entire length, to the satisfaction of the Director of Operations.
- 5.4. The Owner shall, at its own expense, conduct mandrel testing on all sanitary sewer systems which have been constructed by or on behalf of the Owner using flexible piping, to the satisfaction of the Director of Operations.
- 5.5. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any sanitary sewer system located on the Lands identified in Schedule A attached hereto and that where the sanitary sewer system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.
- 5.6. The Owner agrees to provide a Letter of Credit to the Town in the amount of \$93,275 which represents 50% of the projected costs to upgrade 182 meters of off-site sanitary sewer from 250mm diameters to 375mm diameters on Garrison Village Drive in three previously identified sections that show potential capacities exceeding 90% once the Village Centre is completed and operational. The actual length

upgraded, if any, shall be determined to be required by the Town's consulting engineer, acting reasonably. The Owner shall pay for this 50% of any required upgrade to a maximum \$93,275 and the Letter of Credit will be returned once the work has been completed to the satisfaction of the Town, acting reasonably, and the Owner has paid its 50% share. It is agreed that should any or all of the sewers not require upgrading, the Letter of Credit will be reduced accordingly. It is further understood that should any sewer be upgraded at a lesser cost than identified, the Letter of Credit shall be reduced accordingly.

6. WATER SERVICES

- 6.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, construct such water distribution systems as may be required to service the approved development.
- 6.2. Any alteration or improvements to any existing water service will be at the Owner's expense and subject to approval of the Director of Operations.
- 6.3. All underground servicing must be approved and inspected by the Engineer, and the Town or the Town's designate. Prior to connecting to the Town's existing watermain system, the Owner agrees to, at its own expense, have all watermains swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Director of Operations.
- 6.4. The Owner agrees to install any required fire hydrants in accordance with the Ontario Building Code.
- 6.5. The Owner shall flow test all new fire hydrants and colour code in accordance with the requirements of NFPA 291.
- 6.6. All fire hydrant protection identified in this agreement shall be in working order and capable of being utilized prior to commencement of above ground construction.
- 6.7. Where fire hydrants have been installed but are not yet functional or are out of service, the hydrant shall be clearly identified (bagged) as to be not in service.
- 6.8. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any water distribution system located on the Lands identified in Schedule A attached hereto, and that where the water distribution system has not been maintained, the Director of Operations or their designate may enter upon the Lands after reasonable notice having been given to the Owner, and effect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

7. PARKING AND ROADWAY

- 7.1. The Owner shall, at its own expense, construct and at all times maintain parking facilities on the lands in accordance with Schedule B attached hereto, and to the specifications and design as approved by the Director of Community and Development Services. The surface treatment of all parking areas shall be as indicated on the servicing plans approved by the Director of Operations.
- 7.2. Shared access for internal roadways and parking amongst the three Parts that form the Village Centre Site Plan shall be maintained and regulated via easement or reciprocal agreements registered on title.

8. ROADS AND ENTRANCEWAYS

- 8.1. The final design of all access driveways and entranceways shall be subject to the approval of the Director of Operations.
- 8.2. All roads, entranceways, and the emergency access route must conform to the requirements of the Fire Chief and meet Ontario Building Code Standards.
- 8.3. The Owner agrees to maintain all access and interior driveways year-round, including but not limited to snow removal, to the satisfaction of the Fire Chief.
- 8.4. The Owner shall obtain, prior to any construction taking place within a Regional road allowance, a Regional Construction Encroachment Permit and Entrance Permit, as required, from the Niagara Region Transportation Services Division.
- 8.5. The Owner agrees to submit for review and approval by the Niagara Region, the engineering plans for the works proposed within the Regional Road 55 (Niagara Stone Road) road allowance.

9. LIGHTING/FLOODLIGHTING

- 9.1. All site lighting shall be constructed, forever maintained, and replaced as necessary, in accordance with Schedule C and specifications approved by the Director of Community and Development Services.
- 9.2. The requirement for approval of lighting plans and specifications may be waived by the Director of Community and Development Services at their sole discretion.
- 9.3. Notwithstanding any waiver of approval of lighting plans and specifications, the Owner shall at all times comply with the Town's by-laws, standards and policies in respect of lighting at the time this agreement is executed.
- 9.4. Any changes to the approved site lighting shall comply with Schedules C and D or will require that the Owner submit a revised lighting plan and specifications for review and approval by the Director of

Community and Development Services, prior to undertaking any installations.

10. LANDSCAPING

- 10.1. The Owner shall, at their own expense, landscape the lands in accordance with Schedule C attached hereto, and to the specifications and design as approved by the Director of Community and Development Services.
- 10.2. The Owner shall forever maintain all landscaping in accordance with specifications and plans approved by the Director of Community and Development Services.
- 10.3. The Owner shall maintain all plantings in a healthy condition, and all dead or diseased plantings shall be replaced within eight (8) months from the time the dead or diseased plantings are recognized.

11. NOISE ATTENUATION

- 11.1. The Owner agrees that all external air conditioners, ventilation systems, exhaust fans or other similar mechanical equipment shall be directed away from abutting properties and screened from view or otherwise located on the Lands so as to attenuate noise impact on neighbouring residential properties, to the satisfaction of the Director of Community and Development Services.
- 11.2. The Owner agrees to include the following warning clause in all purchase and sale and lease agreements:
“Residential purchasers and residential tenants are advised that sound levels due to road traffic on the nearby Regional Road 55 (Niagara Stone Road) may be of concern, occasionally interfering with some activities of the dwellings occupants as the sound levels may exceed the noise criteria of Ministry of the Environment, Conservation and Parks.”

12. GARBAGE DISPOSAL & STORAGE

- 12.1. The Owner shall, at all times, provide adequate facilities for the collection and disposal of garbage, sanitary refuse and commercial waste in accordance with Provincial legislation, Regional Policy and Town By-laws, and in the event of its failing so to do, the Town or its agents shall have the right to enter upon the lands and, at the expense of the Owner, undertake the collection and disposal and recover the costs thereof by action or in like manner as municipal taxes.
- 12.2. This development does not meet the requirements of Niagara Region’s Corporate Policy for Waste Collection. Waste collection will be the responsibility of the Owner through a private waste collection contractor and not the Niagara Region.

- 12.3. The storage, collection and disposal of refuse, garbage and waste in the development shall be so conducted as to create no health hazards, rodent harbourage, insect breeding areas, accident, fire hazards or pollution. This responsibility will rest entirely on the Owner.
- 12.4. All refuse, garbage and waste must be stored in waterproof, vermin proof, and covered containers.

13. SIGNAGE

- 13.1. The Owner agrees that any signage located on the subject lands shall be in compliance with the Town's Sign By-law, the Ontario Building Code and the Village Centre Code.
- 13.2. The Owner shall, prior to the installation of a sign on a property adjacent to a Regional road allowance, obtain any required Regional sign permit.

14. ENGINEERING, LEGAL AND INSPECTION COSTS

- 14.1. The Owner agrees to deposit with the Town, prior to execution of this agreement, and to keep in full force and effect until completion of all on-site and off-site construction and services set out herein, irrevocable letters of credit or security deposits as set out in Schedule F to this agreement, including but not limited to the cost of water services, sanitary services, stormwater management systems, surface treatments, landscaping, fencing, grading and similar elements as per the approved plans, to ensure that all terms of this agreement are fulfilled and that the site is left in a safe and tidy condition.
- 14.2. The required amount of the letters of credit or security deposits may be increased by the Town at any time and at its sole discretion, acting reasonably, as required to ensure the completion of all on-site and off-site services to the satisfaction of the Town. Upon notification by the Town of an increase in the required amount, the Owner agrees to forthwith immediately deposit the additional letter of credit or security deposit amounts with the Town.
- 14.3. Upon completion of all Works, the Owner shall ensure that all Works are tested as deemed reasonably appropriate by the Town, at the Owner's sole expense, which may include but not be limited to the swabbing, flushing, pressure testing, chlorination, and bacterial testing of watermains, compaction testing, concrete strength testing, and any other tests as the Town, or its designate may deem reasonably appropriate.
- 14.4. The Owner's Engineer shall, as part of the submission of engineering plans, submit construction cost estimates, and number of working days

for the construction of the following off-site and on-site services in writing, for the approval of the Director of Operations as applicable:

- 14.4.1. Sanitary and storm sewers and appurtenances;
 - 14.4.2. Water service and appurtenances;
 - 14.4.3. Pavements, including granular base, sidewalks and curbing;
 - 14.4.4. Stormwater management systems; and
 - 14.4.5. Landscaping/Lighting.
- 14.5. The Owner shall be responsible for the provision and cost of full-time inspection of the construction of all On-site Primary Services, to the satisfaction of the Town acting reasonably and in accordance with best practices.
 - 14.6. The Owner shall be responsible for the provision and cost of part-time inspection of the construction of all On-site Secondary Services, to the satisfaction of the Town acting reasonably and in accordance with best practices.
 - 14.7. The Owner shall be responsible for the provision and cost of full-time inspection of the construction of all Off-site Primary and Secondary Services, to the satisfaction of the Town acting reasonably and in accordance with best practices.
 - 14.8. The Owner agrees to submit for review and approval by the Niagara Region, the cost estimate for the works proposed within the Regional Road 55 (Niagara Stone Road) road allowance.
 - 14.9. The Owner shall, prior to the execution of this agreement, pay cash deposits, as set out in Schedule F to this agreement, representing the estimated cost of off-site and on-site inspections, prior to the execution of this agreement, which is based on the following criteria:
 - 14.9.1. The estimated cost of the inspection fees shall be based on the estimated number of working days and the daily inspection costs as established by the Town.
 - 14.9.2. The actual inspection fees shall be based on the actual number of working days and the daily inspection costs as established by the Town.
 - 14.10. The Owner shall, prior to the execution of this agreement, pay a cash deposit, as set out in Schedule F to this agreement, to ensure that during construction of the development the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum, and to further ensure that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris, and that any standing water is eliminated.
 - 14.11. The Owner shall, prior to the execution of this agreement, pay a cash deposit, as set out in Schedule F to this agreement, against the cost of reparations to any off-site damages that may occur during construction,

the actual cost of such reparations to be at the Owner's sole expense and recoverable by action or in like manner as municipal taxes.

- 14.12. That prior to the issuance of a building permit the Owner shall enter into a legal agreement with Niagara Region and post a letter of credit for the works required within the Regional Road 55 (Niagara Stone Road) road allowance.

15. RELEASE OF SECURITIES – OFF-SITE WORKS (TOWN LANDS)

- 15.1. Upon the substantial completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of the off-site Primary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that the Off-Site Primary Services have been constructed in conformance with the approved plans and designs, the off-site Primary Services cash deposit or Letter of Credit deposited by the Owner shall be reduced to 20% of its original value. The Town will retain 20% of the original securities for off-site Primary Services. The Town will release the remaining securities for off-site Primary Services upon expiry of a one (1) year maintenance period and upon the satisfactory completion of all remaining deficiencies.
- 15.2. Upon the substantial completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of the off-site Secondary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that the Off-Site Secondary Services have been constructed in conformance with the approved plans and designs, the off-site Secondary Services cash deposit or Letter of Credit deposited by the Owner shall be reduced to 20% of its original value. The Town will retain 20% of the original securities for off-site Secondary Services, in addition to any remaining securities for off-site Primary Services in Section 15.1 above, and any other securities or deposits required by this Agreement. The Town will release the remaining securities for off-site Secondary Services upon expiry of a one (1) year maintenance and upon the satisfactory completion of all remaining deficiencies.

16. RELEASE OF SECURITIES – ON-SITE WORKS

- 16.1. Upon the substantial completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of all the on-site Primary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that the On-Site Primary Services have been constructed in conformance with the approved plans and designs, the on-site Primary Services cash

deposit or Letter of Credit deposited by the Owner shall be reduced to 20% of its original value. The Town will retain 20% of the original securities for on-site Primary Services. The Town will release the remaining securities for on-site Primary Services upon expiry of a one (1) year maintenance period and upon the satisfactory completion of all remaining deficiencies.

- 16.2. Upon the completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of 50% or more of the on-site Secondary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that 50% or more of the on-site Secondary Services have been constructed in conformance with the approved plans and designs, the on-site Secondary Services cash deposit or Letter of Credit deposited by the Owner shall be reduced to 50% of its original value. The Town will retain 50% of the original securities for on-site Secondary Services, in addition to any remaining securities for on-site Primary Services in Section 16.1 above, and any other securities or deposits required by this Agreement.
- 16.3. Upon the completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of 75% or more of the on-site Secondary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that 75% or more of the on-site Secondary Services have been constructed in conformance with the approved plans and designs, the on-site Secondary Services cash deposit or Letter of Credit deposited by the Owner shall be reduced to 25% of its original value. The Town will retain 25% of the original securities for on-site Secondary Services, in addition to any remaining securities for on-site Primary Services in Section 16.1 above, and any other securities or deposits required by this Agreement.
- 16.4. Upon the substantial completion by the owner to the satisfaction of the Director of Operations, of the installation or construction of the on-site Secondary Services, and provided the Town has received written confirmation from the Owner's consulting engineer confirming that the on-site Secondary Services have substantially completed in conformance with the approved plans and designs, the on-site Secondary Services cash deposit or Letter of Credit deposited by the Owner shall be reduced to 10% of its original value. The Town will retain 10% of the original securities for on-site Secondary Services, in addition to any remaining securities for on-site Primary Services in Section 16.1 above, and any other securities or deposits required by this Agreement. The Town will release the remaining securities for on-

site Secondary Services upon expiry of a one (1) year maintenance period and upon the completion of all remaining deficiencies.

17. DEVELOPMENT CHARGES

- 17.1. Prior to the issuance of building permits, the Owner shall pay to the Town all applicable Development Charges in accordance with the current Town and Regional by-laws and policies.

18. GRADING

- 18.1. Prior to the issuance of a building permit, the Owner shall submit a grading plan for approval by the Director of Operations. Specifications and design shall be approved by the Director of Operations, acting reasonably, and subsequent plans shall be filed in the office of the Chief Building Official prior to the commencement of any site work.
- 18.2. The Owner agrees to construct and grade the lands in accordance with the plans certified by and filed in the office of the Director of Operations.
- 18.3. The grading plans shall require grades to be established and maintained which will ensure proper drainage without interference with or flooding of adjacent properties and will retain all stormwater as required under Section 4, Stormwater Management, of this agreement. Any deviation from such requirements shall constitute a violation of this agreement.
- 18.4. Any change to any grading plans certified and approved pursuant to this agreement may require the submission of revised drawings prepared by an Ontario Land Surveyor or Professional Engineer and approved by the Director of Operations, acting reasonably.
- 18.5. Unless otherwise approved or required by the Director of Community and Development Services, the Owner agrees not to undertake any site alteration of the said Lands until such time as a building permit is issued for the construction contemplated herein on the lands.

19. ARCHAEOLOGICAL ASSESSMENT

- 19.1. Should deeply buried archaeological remains/resources be found during construction activities, all activities impacting archaeological resources must cease immediately, and the proponent must notify the Archaeology Programs Unit of the Ministry of Heritage, Sport, Tourism and Culture Industries (416-212-8886) and contact a licensed archaeologist to carry out an archaeological assessment in accordance with the *Ontario Heritage Act* and the Standards and Guidelines for Consultant Archaeologists.
- 19.2. In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and

Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, the Ministry of Heritage, Sport, Tourism and Culture and Industries should also be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the *Ontario Heritage Act*.

20. GENERAL

- 20.1. The Owner agrees to submit 'as constructed' plans in both PDF and AutoCAD formats, including Site Plan and Grading and Servicing Plan, prepared by qualified professionals for any changes to the existing site to be approved by the Director of Operations and the Director of Community and Development Services.
- 20.2. The Owner agrees that during the construction of development, the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all public roads adjacent to and in the vicinity of the development are kept clean of mud and debris. The Owner shall keep all public roads clear of obstruction and storage of construction materials.
- 20.3. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the jurisdiction of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained to the extent provided for within this agreement, and this agreement may be pleaded as an estoppel against the Owner in any such proceedings. Each of the terms of this agreement is independent of the other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.
- 20.4. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the Town, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said Lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the *Municipal Act, R.S.O. 2001*.
- 20.5. The Owner agrees that if construction has not been seriously commenced within six (6) months of the date of this agreement or where the construction is substantially suspended or discontinued for a period of more than one year, the Chief Building Official may revoke the building permit issued heretofore and not issue a new permit until

such time as a new agreement has been entered into. This clause is inserted to protect the Town from any change in its standards of service or any change in the requirements for municipal services relating to the capacity of any service, to service this or any other project.

- 20.6. The Owner agrees that all work authorized by this agreement shall be completed within two (2) years of the date of the execution of this agreement. If all work has not been completed within two (2) years from the date of execution of this agreement, the Town reserves the right to deem this agreement null and void.
- 20.7. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to the discharge of stormwater from the lands.
- 20.8. That the Owner shall agree in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunications services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements to the mutual satisfaction of the Owner and Bell Canada.
- 20.9. The Owner is advised that prior to commencing any work within the site, the Owner must confirm that sufficient wire line communication/telecommunication infrastructure is available within the development to provide communication/telecommunication services to the development. In the event that such infrastructure is not available, the Owner may be required to pay for the connection to and/or extension to an existing communication/telecommunication infrastructure.
- 20.10. In case the Owner wishes not to pay for the connection to and/or extension to an existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the Town that sufficient alternative communication/telecommunication facilities are available within the proposed site to enable, at a minimum, the efficient delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency service).
- 20.11. The Owner shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of the said development.
- 20.12. The Owner shall contact Enbridge Gas Distribution for service and meter installation details and to ensure all gas piping is installed prior

- to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- 20.13. In the event that easement(s) are required to service this development, the Owner will provide mutually satisfactory the easement(s) to Enbridge Gas Distribution at no cost.
- 20.14. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- 20.15. The Owner shall include on all offers of purchase and sale, a statement that advises the prospective purchaser:
- i. that the home/business mail delivery will be from a designated Centralized Mail Box.
 - ii. that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any unit sales.
- 20.16. The Owner agrees to work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
- 20.17. If the Village Centre Code or the Village Centre Design Review and Policy Procedure conflicts with any Town By-laws, the regulations set out in Town By-laws shall prevail.
- 20.18. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.
- 20.19. Prior to the release of any securities, the Owner agrees to pay any arrears of taxes outstanding against the lands.
- 20.20. The Owner agrees that there shall be no open burning of waste or construction materials unless specifically approved by the Fire Chief.
- 20.21. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, hydro, telephone and cable utilities.
- 20.22. The Owner shall be subject to all by-laws of the Town and shall abide by them.
- 20.23. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 20.24. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands. The notice of agreement shall be prepared and registered by the Town.

Any notice given hereunder shall be sufficiently given and addressed to:

Traditional Neighbourhood Developments Inc.

c/o John Hawley

111A Garrison Village Drive, Suite 205

Niagara-on-the-Lake, Ontario

L0S 1J0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE

Per:

LORD MAYOR BETTY DISERO

ACTING TOWN CLERK VICTORIA
STEELE

VILLAGE HOTEL (NOTL) INC

Per:

JOHN HAWLEY, PRESIDENT

TRADITIONAL NEIGHBOURHOOD
DEVELOPMENTS INC:

Per:

JOHN HAWLEY, PRESIDENT

NEWARK NIAGARA ARTS CENTRE
INC

Per:

JOHN HAWLEY, PRESIDENT

SCHEDULE A
TO
SITE PLAN AGREEMENT

Legal Description:

- 1) PART LOT 205 PLAN M11, PART 1 30R15746; PLAN M11 IS CONFIRMED BY PLAN 30BA179, PLAN M11 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE *PLANNING ACT*; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197423; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197043; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PARTS 6, 7 AND 8 30R12946 AS IN NR197936; TOWN OF NIAGARA-ON-THE-LAKE, BEING ALL OF PIN 46392-1155 (LT)
- 2) PART LOT 205 PLAN M11, PART 2 30R15746; PLAN M11 IS CONFIRMED BY PLAN 30BA179; PLAN M11 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE *PLANNING ACT*; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197423; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197043; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PARTS 6, 7 AND 8 30R12946 AS IN NR197936; TOWN OF NIAGARA-ON-THE-LAKE, BEING ALL OF PIN 46392-1157 (LT)
- 3) PART LOT 205 PLAN M11, PART 3 30R15746; PLAN M11 IS CONFIRMED BY PLAN 30BA179; PLAN M11 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE *PLANNING ACT*; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197423; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PART 6 30R12946 AS IN NR197043; TOGETHER WITH AN EASEMENT OVER PART LOT 205 PLAN M11, PARTS 6, 7 AND 8 30R12946 AS IN NR197936; TOWN OF NIAGARA-ON-THE-LAKE, BEING ALL OF PIN 46392-1155 (LT)

SCHEDULE F
SECURITY DEPOSITS AND REQUIRED PAYMENTS

Item	Reference	Subject	Estimated Cost	Letter of Credit	Cash
1.	5.6	Securities for Sanitary Sewer Upgrades	\$93,275.00	\$93,275.00	
2.	14.1	Securities for Off-Site Primary Services – 20%	\$13,560.00	\$2,712.00	--
3.	14.1	Securities for Off-Site Secondary Services – 20%	\$223,040.53	\$44,608.11	--
4.	14.1	Securities for On-Site Primary Services – 20%	\$1,467,152.45	\$293,430.49	--
5.	14.1	Securities for On-Site Secondary Services – 20%	\$2,335,088.50	\$467,017.70	--
6.	14.9	Inspection Deposit	--	--	\$56,550.00
7.	14.10	Road Cleaning Deposit	--	--	\$5,000.00
8.	14.11	Damage Deposit	--	--	\$5,000.00
Total			\$4,132,116.48	\$901,043.30	\$66,550.00

NOTES:

1. Amounts noted are deposits, and any unused portion will be returned to the Owner upon completion of the works.
2. Inspection costs based on estimate of 6 working days for off-site works and 81 days for on-site works.