

SITE PLAN AGREEMENT

THIS AGREEMENT made this 6 day of October , 2021.

BETWEEN:

MANSFIELD SKI CLUB INC. and 1414183 ONTARIO INC.

(collectively the “Owner”)

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MULMUR

(“Township”)

Party of the SECOND PART

WHEREAS Mansfield Ski Club Inc. and 1414183 Ontario Inc. warrants that they are the owner in fee simple of the lands described in **SCHEDULE “A”** attached hereto (**“Subject Lands”**);

AND WHEREAS the Owner desires to develop the Subject Lands by constructing a total of 48 Accommodation Units, representing the first of two proposed phases, together with personal business units and various appurtenances thereto, (**“Facility”**) in accordance with the plans listed in **SCHEDULE “B”** attached hereto;

AND WHEREAS the Owner desires to alter the grade of the existing ski hill on the Subject Lands (**“Ski Hill Grading”**) in accordance with the plans listed in **SCHEDULE “B”** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to By-law No. 21-18, being the Site Plan Control By-law of the Township passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended;

AND WHEREAS the Township requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the proposed Facility on the Subject Lands;

AND WHEREAS the Township pursuant to subsection 41(10) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the Subject Lands and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

DEFINITIONS

1. (a) “Accommodation Unit” shall mean a dwelling unit that is only used for vacation purposes and is not used for year-round habitation. An Accommodation Unit does not form a principal dwelling.
- (b) “Building Permit” means a Building Permit issued pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23.
- (c) “Chief Building Official” shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the County pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23.
- (d) “County” shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
- (e) “Development” shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation and associated grading. “Developed” shall have a corresponding meaning.
- (f) “Entrance Permit” shall mean a permit, issued by the Township pursuant to its Road Entrance Policy, dated October 3, 2006, for any proposed means of access or egress between the Subject Lands and the Township’s roads.
- (g) “Facility” shall mean the 48 Accommodation Units comprising Phase 1, together with personal business units and various appurtenances thereto, to be constructed on the Subject Lands, as shown on **SCHEDULE “B”**.
- (h) “Owner” shall mean Mansfield Ski Club Inc. as well as **1414183** as well as any and all subsequent owners of the Subject Lands, the Facility or any part of either.
- (i) “Phase 1” shall mean 48 Accommodation Units and all appurtenances thereto, which are shown collectively phases 1A, 1B and 1C on the phasing plan contained in **SCHEDULE “B”**.
- (j) “Phase 2” shall mean 45 Accommodation Units and all appurtenances thereto, which are shown collectively phases 2A, 2B and 2C on the phasing plan contained in **SCHEDULE “B”**.
- (k) “Ski Hill Grading” shall mean the alteration of the grade of the existing ski hill on the Subject Lands as shown on **SCHEDULE “B”**.
- (l) “Subject Lands” shall mean and include all lands upon which the Facility is developed pursuant to this Agreement and as described in **SCHEDULE “A”** attached hereto.
- (m) “Township” shall mean the Corporation of the Township of Mulmur, and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
- (n) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”**

hereto, and the component parts of the above systems. Without limiting the generality of the foregoing, the Works shall include the Ski Hill Grading.

SCHEDULES

2. The following are the Schedules attached hereto and incorporated in this Agreement and deemed to be a part hereof:

SCHEDULE “A”	Legal Description of Subject Lands
SCHEDULE “B”	Site Plan Drawings
SCHEDULE “C”	Form of Letter of Credit
SCHEDULE “D”	Regulations for Construction
SCHEDULE “E”	Insurance Requirements

The original drawings for **SCHEDULE “B”** are filed with the Clerk of the Township.

EXECUTION, REGISTRATION AND CERTIFICATION

3. (a) The Owner shall, at the time of execution of this Agreement by the Owner, provide the Township with an opinion letter, directed to the Township and signed by an Ontario Solicitor in good standing, certifying that the Mansfield Ski Club Inc. and 1414183 Ontario Inc. are the sole owners of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
- (b) The Owner hereby consents to the registration at the Owner’s expense of this Agreement against the title to the Subject Lands, and agrees to provide to the Township, prior to execution of this Agreement by the Township, a legal description of the Subject Lands in registrable form.
- (c) The Owner hereby agrees to provide to the Township, prior to the execution of this Agreement by the Township, a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement. For certainty, an easement or right of way is not considered an encumbrance for the purpose of this Agreement.
- (d) The Owner covenants and agrees to pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Township executing this Agreement:
- (i) payment of all outstanding municipal taxes, if any;
 - (ii) payment of all legal, planning and engineering fees as invoiced by the Township to date and subject to sections 24 and 25 of this Agreement;
 - (iii) provision of a Performance Guarantee in the amount of **\$100,000.00** in accordance with the terms of subsection 16(a) of this Agreement, and **SCHEDULE “C”**;
 - (iv) provision of the insurance details as set out in section 20 of this Agreement and **SCHEDULE “E”**.
- (e) Subsequent to execution of this Agreement, the Owner shall within thirty days of said execution, register this Agreement against title to the Subject

Lands, together with registration of postponement agreements (if any), and shall deliver to the Township a Certificate of Title signed by an Ontario Solicitor in good standing certifying that this Agreement and the Postponement Agreements, (if any) have been registered on title to the Subject Lands, and that this Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Township and its solicitor.

4. (a) The Owner covenants that it shall not commence any Development or site alteration on the Subject Lands whatsoever, until:
 - (i) this Agreement and any Postponement Agreement(s) as set out in subsection 3(c) have been executed and registered on title to the Subject Lands;
 - (ii) the necessary permits and authorizations, including any Building Permit and/or any other applicable approvals, licenses or permits have been obtained by the Owner from the appropriate authorities having jurisdiction;
 - (iii) the Performance Guarantee as set out in section 16 has been lodged with the Township; and
 - (iv) **SCHEDULE “B”** has been approved by the Township.
- (b) The Owner agrees that prior to the issuance of any Building Permit(s) for the Subject Lands, the Owner shall:
 - (i) pay all development charges to the Township in accordance with the *Development Charges Act*, 1997, S.O. 1997, c. 27 and the Township’s Development Charges By-law No. 30-19 as amended or replaced ;
 - (ii) make a payments of \$1,500 per unit in respect of cash in lieu of parkland dedication, in accordance with the Township’s Parkland Dedication By-law No. 41-18.
- (c) In the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of section 3 and subsections 4(a) and/or (b) of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and suspend the approval granted to the Facility under s. 41 of the *Planning Act*. The Township may, at the expense of the Owner, register notice on title to the Subject Lands of the termination and/or suspension of this Agreement.

SITE PLAN DEVELOPMENT AND USE

5. (a) The Township hereby approves **SCHEDULE “B”** as to onsite matters. The Owner covenants and agrees that the Subject Lands shall only be developed in accordance with **SCHEDULE “B”**, the terms of this Agreement and any other plans filed with and approved by the Township as part of the approval process for the Facility and the Works. The Facility and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, the Schedules hereto and all applicable approvals, permits and authorizations.

- (b) Notwithstanding anything else in this Agreement, it is acknowledged and agreed that the approval granted by the Township and set out in this Agreement pertains to Phase 1 only. The Owner acknowledges that elements of the proposed Phase 2 are shown on SCHEDULE B for illustration purposes only and that Phase 2 has not been approved by the Township. The Owner Acknowledges and agrees that the construction of the buildings comprising Phase 2 shall not be permitted unless and until a further application under section 41 of the *Planning Act* to authorize Phase 2 has been approved and any associated conditions of approval have been complied with. It is specifically agreed that nothing in this Agreement or any of the Schedules hereto shall predetermine or fetter the discretion of the Township, its staff, consultants or Council in the consideration of any such further application.
 - (c) Further to the preceding subparagraph, the Owner acknowledges that the design of the wastewater treatment system has not received the approval of the Township Engineer for the anticipated flows from Phase 2. The Owner further acknowledges that, based on current information, the Township Engineer will recommend as a condition of site plan approval for Phase 2 that either a) the Owner obtain approval of an amendment to the Environmental Compliance Approval issued on August 9, 2021 ("ECA") such that the daily sanitary sewage design flow of 135,050 litres per day can be accommodated either without limitation of the maximum discharge to the Pine River, or b) the Owner include storage tanks in the design so that there is no reliance on contingency planning as currently included in the Technical memorandum that is referenced in Schedule A of the ECA document. The Parties acknowledge that it is open to the Owner to present data and analysis in support of other options, as part of an application for site plan approval for Phase 2, for the consideration of the Township Engineer and Township Council.
- 6.
 - (a) The Owner specifically acknowledges that the Township's approval of **SCHEDULE "B"**, and the execution of this Agreement by the Township have been undertaken in reliance on the use of dwelling units in the Facility as Accommodation Units in accordance with the Township's Zoning By-law, as amended by By-law 44-2019.
 - (b) The Owner further covenants and agrees that the Facility and the Works shall only be used in compliance with the Township's Zoning By-law, as amended and/or varied, and all other by-laws of the Township. The Owner covenants that no buildings, structures, other facilities, works, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement or with the prior written consent of the Township.
 - (c) The Owner agrees that it shall prohibit the use of any unit in the Facility as a permanent or year round or principal residence. The Owner agrees to use all means available to it to enforce this prohibition at the request of the Township, with such means including but not being limited to evictions and/or suspension of sewer, water and electric services to any offending Accommodation Units. The Owner shall include a prohibition on the use of Accommodation Units as permanent residences in any rules applicable to the Facility as well as in all leases or other agreements that it or its designates may enter into with any management company or operator of the Facility, or with any occupant or user of any Accommodation Unit in the Facility. It is agreed that neither the Owner, nor any subsidiary of the Owner, management company or operator of the Facility, shall enter into

any agreement to lease for any Accommodation Unit in the Facility without the form of such lease agreement having been approved by the Council of the Township in advance, which agreement shall not be unreasonably withheld.

7. Following the execution of this Agreement, **SCHEDULE “B”** may be modified without amendment to this Agreement, provided that such modifications are minor and expressly agreed to by the Council of the Township in writing. Should the Township refuse to agree to the modifications, the Township shall provide to the Owner written reasons for its refusal. The Township’s decision with respect to such modifications and/or refusal shall be final. The foregoing section does not preclude the Owner from applying to amend **SCHEDULE “B”** pursuant to the provisions of the *Planning Act*.

DESIGN AND FIELD REVIEW

8. The Owner covenants and agrees to retain one or more professional engineers (“Owner’s Consulting Engineer”), licensed in the Province of Ontario and holding a valid certificate of authorization, to design and provide field review of the construction and installation of the Facility and the Works (with the exception of landscaping, for which design, review and certification shall be provided by a qualified landscape architect) and to provide all certificates and other certification required pursuant to this Agreement. Prior to the commencement of construction, the Owner’s Consulting Engineer shall file with the Township, a written undertaking with respect to said Facility and Works, which shall include a requirement to provide, upon completion of the Facility and the Works, Certificate(s) that the construction of the Facility and the Works have been in accordance with the plans and specifications set out in **SCHEDULE “B”** and the terms of this Agreement. All required Certificate(s) shall include the stamp of the professional(s) providing such Certificate(s). It is acknowledged and agreed that in approving **SCHEDULE “B”** and permitting the development of the Facility and the Works, the Township has relied on the design and field review provided by Owner’s Consulting Engineer.

FACILITY AND WORKS TO BE PROVIDED

9. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved Schedules hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:

General

- (i) obtain all required approvals for the Facility and Works from the Ministry of the Environment, Conservation and Parks (“MECP”), County Public Works Department, County Building Department and the Rosemont Fire Board. In the event that any of the foregoing authorities determines that the Facility and/or Works do not require approvals within its jurisdiction, the Owner shall provide the Township with written confirmation from the relevant authority to that effect;
- (ii) construct, maintain and operate the Facility and Works in accordance with all regulatory approvals which may be required, including all conditions thereof;
- (iii) construct, maintain and operate the Facility and Works to the satisfaction of the Township, MECP, County, Fire Chief of the

Rosemont Fire Board and any other regulatory authority having jurisdiction;

- (iv) provide the Township with at least 48 hours' notice in writing prior to the commencement of Development or site alteration on the Subject Lands.

Access and Parking

- (v) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the approved **SCHEDULE "B"** hereto and to clearly mark with signage the ingress and egress to the satisfaction of the Township Engineer;
- (vi) obtain an entrance permit from the Township for every proposed entrance as shown on the approved **SCHEDULE "B"** hereto. All required work within the Township road allowance shall be provided at the Owner's own cost and to the satisfaction of the Township;
- (vii) obtain a Road Occupancy Permit from the Township prior to performing any work or activities within any Township road allowance, including, but not limited to traffic control measures, construction, disturbances, and alterations or improvements within any such road allowance;
- (viii) construct and maintain at its own expense, at all times, the parking areas, loading spaces and zones, driveways, fire routes, exits and entrances on the Subject Lands as indicated on the approved **SCHEDULE "B"** and in no other location;
- (ix) provide and maintain all driveways and fire route as shown on the approved **SCHEDULE "B"** hereto and install and maintain signs prohibiting parking at all times along the full length of the Fire Route. The Fire Route shall be constructed in a manner satisfactory to the Township and, without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this clause shall be completed to the satisfaction of the Township prior to occupancy of the Facility. Notwithstanding the foregoing, the Owner shall provide, at its sole expense, a stable, unimpeded access route to and within the Subject Lands sufficient for all emergency vehicles during the construction of the Facility;
- (x) construct and erect markings and signage on the fire access route(s) shown on **SCHEDULE "B"** hereto to the satisfaction of the Fire Chief prior to Occupancy of the Facility;
- (xi) clearly mark all parking spaces with white markings and signs, including the designation and signage of parking spaces reserved for barrier free parking in the locations illustrated on the approved **SCHEDULE "B"** and in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended ("**AODA**"), and properly maintain the markings and signs, at the Owner's expense. All markings and signage of the parking shall be erected prior to the occupancy of the Facility. Such markings and signage shall be to the satisfaction of the Township Engineer;
- (xii) provide accessibility to the Facility in accordance with the AODA;
- (xiii) be solely responsible for the removal of snow and ice from the off-street vehicular access routes, walkways, fire routes, parking

surfaces and driveways on the Subject Lands and be responsible for the winter maintenance of the above, as is reasonably required. The Owner agrees that no snow shall be transferred onto or deposited on the Township's or County's municipal road allowances, and that snow storage shall be in the areas as shown in **SCHEDULE "B"** hereto and shall not be stored on fire routes under any circumstances;

- (xiv) acknowledge and agree that the Township's approval of the Facility and Works has been provided in reliance on the Traffic Impact Opinion provided by WMI & Associates Limited (revised date of December 10, 2020) and specifically, on the traffic volumes predicted therein. Should peak traffic volumes exceed those predicted in the said report by 20% or more, the Owner shall undertake such remedial action, potentially including but not limited to external road improvements, as the Township, in consultation with the Township Engineer, may deem necessary.

Waste

- (xv) store all refuse and waste material in the location indicated for that purpose on the approved **SCHEDULE "B"** and in no other location without the express or written consent of the Township. There shall be no outdoor storage of refuse or waste materials or receptacles. Waste material shall be removed from the Subject Lands by a private contractor at the Owner's expense.

Grading and Drainage

- (xvi) refrain from importing any fill onto the Subject Lands, for any purpose, including but not limited to the Ski Hill Grading;
- (xvii) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved **SCHEDULE "B"** hereto. The Owner acknowledges and agrees that no importation of fill onto the Subject Lands shall be permitted. The Owner acknowledges and agrees that the Township may, in its sole discretion, carry out such inspections or ask for such certification as it may require to ensure compliance with this requirement;
- (xviii) ensure that all retaining walls on the Subject Lands are designed and certified by the Owner's Consulting Engineer and constructed in accordance with the Building Code (O. Reg. 332/12);
- (xix) ensure that all storm and surface water from the Subject Lands and from the Facility thereon shall be properly managed, including meeting the requirements of the Township;
- (xx) ensure that all stormwater management works are designed and certified by the Owner's Consulting Engineer;
- (xxi) ensure that existing drainage patterns on adjacent properties shall not be altered and stormwater runoff shall not be directed to drain onto adjacent properties;
- (xxii) obtain an environmental compliance approval ("ECA") from the MECP with respect to all proposed stormwater management works;
- (xxiii) construct, maintain, and be solely responsible for the care, maintenance and operation of the drainage works and facilities on the Subject Lands. Such drainage works and facilities shall be constructed, installed, maintained and operated in accordance with

the approved **SCHEDULE “B”** hereto and any such drainage works and facilities shall be constructed, designed, maintained and operated to the satisfaction of the Township and the County and MECP;

- (xxiv) address and repair any impacts or damages caused by runoff from the Subject Lands;

Servicing

- (xxv) construct and maintain site servicing as shown on the approved **SCHEDULE “B”**;
- (xxvi) obtain an ECA for wastewater servicing from the MECP and abide by all terms and conditions thereof. It is acknowledged and agreed that the Township is not willing to enter into any form of responsibility agreement in respect of wastewater servicing or any other aspect of the Facility;
- (xxvii) have the Owner’s Consulting Engineer certify that the construction and installation of all wastewater services are in accordance with the ECA and approved design;
- (xxviii) engage a licenced operator to operate the wastewater system in accordance with the ECA and all applicable requirements, including all monitoring and reporting requirements;
- (xxix) provide the Township with copies of all monitoring and reporting information required pursuant to the ECA;
- (xxx) develop and implement a contingency plan to the satisfaction of the Township Engineer to address situations including, but not limited to, power outages or breakdowns that disrupt the wastewater process while flows are still being received, as well as peak flows that exceed treatment capacity;
- (xxxi) prohibit the occupancy of some or all of the Accommodation Units in the Facility in the event of a wastewater system failure that, in the opinion of the Township Engineer, puts external properties and/or the natural environment at risk. Such wastewater system failure may include, but shall not be limited to operational failure, mechanical failure and/or design failure(s) such as improperly assessing the influent volume or strength and/or failing to provide adequate treatment;
- (xxxii) develop and implement a spills protocol to the satisfaction of the Township Engineer;
- (xxxiii) acknowledge and agree that the Township has approved the Facility on the basis that the dwelling units therein will be used as Accommodation Units only, and that the Township shall not be required to enter into a responsibility agreement, or otherwise take on any responsibility, with respect to the servicing of the Facility;
- (xxxiv) obtain Permits to Take Water from the MECP for the existing well as well as any future wells;
- (xxxv) seek a modification of the Site Plan at such time as the Owner wishes to drill the proposed Phase 2 wells;

- (xxxvi) comply with the requirements of O. Reg. 170/03 with respect to the drinking water system for the Facility, and to provide the Township with copies of all monitoring and reporting required thereunder;
- (xxxvii) maintain fire reservoirs full of water at all times and maintain monitoring and alarm systems in good working order;

Land Use Compatibility

- (xxxviii) provide and maintain fencing on the Subject Lands in accordance with the approved **SCHEDULE “B”** hereto to the satisfaction of the Township. For clarity, this shall include the repair and maintenance of any existing fencing, as may be required;
- (xxxix) provide screening of all rooftop mechanical equipment at the Facility to the satisfaction of the Township;
- (xl) ensure that the location, quantity, timing and intensity of exterior lighting is in compliance with the approved **SCHEDULE “B”** and that no additional lighting is installed without written permission of the Township;

Landscaping

- (xli) maintain any landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in the approved **SCHEDULE “B”** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices;
- (xlii) outdoor storage shall be in compliance with the provisions of the Township’s Zoning By-law No. 28-18, as amended or replaced;

Natural Environment

- (xliii) comply with all recommendations of the approved Environmental Impact Study dated January 10, 2019 in the Development, operation and maintenance of the Facility and the Works;
 - (xliv) provide such further and other facilities, services or other matters required by the Township subsequent to an agreed modification pursuant to section 7 of this Agreement.
- (b) The facilities, works and other matters shown or described on the approved **SCHEDULE “B”** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Township. In case of default thereof, or in the case of default under any other provision of this Agreement, the Township may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Township. The cost of performing said work, or remedying any default, shall form a lien against the Subject Lands and may be collected in the same manner as unpaid municipal taxes. In addition to all other remedies, should such cost not be paid in a timely manner, the Township may draw on the Performance Guarantee.

CONDITIONS OF USE

10. (a) The Owner agrees that any change of use of the Subject Lands shall require further site plan approval, including but not limited to the following items, all of which shall be to the satisfaction of the Township:
 - (i) Written notice to the Township;
 - (ii) Confirmation from a professional engineer that the existing servicing of the Subject Lands is adequate to service the proposed change in use; and
 - (iii) any updated reports and/or studies as may be deemed necessary by the Township.
- (b) The Township reserves the right to waive the requirement for any or all of the items enumerated in subsection 10(a), above.
11. The Owner covenants and agrees that it shall be responsible for any costs associated with obtaining further site plan approval as described in section 10 of this Agreement.
12. Should the Facility adversely impact any private wells within 500 metres of the Subject Lands, the Owner agrees that it shall remedy the issue, including, but not limited to, fixing the existing well or re-drilling a new well, as the circumstances may dictate. The Owner further agrees to provide all adversely affected persons with potable water on an interim basis within twelve (12) hours of being notified of such interruption continuously until the issue is resolved. In order to ensure compliance with this obligation, the Town shall conduct pre- and post-construction surveys of all private wells within 500 metres of the Subject Lands, to the satisfaction of the Township.

UTILITIES

13. (a) The Owner shall, prior to the occupancy of the Facility, execute and deliver to the Township and/or applicable authority the grants of easements, for utilities and/or drainage, which grants are set out in **SCHEDULE "D"** free and clear of all mortgages, liens, charges and encumbrances, and if, subsequent to the execution of this Agreement, further easements are required for utilities, the Owner agrees to grant such easements forthwith upon demand at no expense to the Township and/or to the applicable authority.
- (b) The Owner covenants and agrees that in the event of relocation of any utilities, including but not limited to hydro, gas, cable and telephone, as a result of the Development of the Subject Lands, such relocation shall be completed at the Owner's expense. Further, the Owner covenants and agrees to pay any and all charges from such approvals and/or connections, including, without limitation, ongoing charges levied by the applicable authorities for the provision of same.
- (c) All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense. The form and substance of all deeds, grants of easements and other document granting property interests to the Township shall be subject to the approval of the Township's Solicitor and shall be in registrable form.

WORKS

14. (a) The Facility and all Works required to be constructed by the terms of this Agreement shall be in accordance with the requirements of the Township and all applicable legislation.
- (b) It is specifically acknowledged and agreed that the Facility is to be serviced as shown in the approved **SCHEDULE "B"**. The Owner agrees to comply with all

requirements of the *Safe Drinking Water Act*, S.O. 2002, c. 32, and the regulations thereunder, and all other applicable legislation.

- (c) It is agreed that the Facility is to be serviced by means of a septic system with sufficient capacity to support a sewage flow rate of 135,050 L/day, as shown in the approved **SCHEDULE “B”**. The Owner shall ensure that such septic system is installed, operated and maintained at the Owner’s expense and in accordance with all applicable law, permits, approvals and regulations. The Owner covenants and agrees to provide an alternative remedial solution to the satisfaction of the Township Engineer to facilitate the operation of this subsection in the event that the proposed system fails.
- (d) The Owner covenants and agrees to complete, at its own expense, the Works to the satisfaction of the Township prior to the occupancy or use of the Facility on the Subject Lands.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

- 15. (a) The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the Facility and the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement.
- (b) The Owner shall ensure that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act*, 1997 in carrying out all Development and construction activities.

PERFORMANCE GUARANTEE

- 16. (a) The Owner shall prior to the execution of this Agreement by the Township, lodge with the Township a Performance Guarantee, consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of **\$100,000.00 (one hundred thousand dollars)**;
- (b) The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Township’s Treasurer.

USE OF PERFORMANCE GUARANTEE

- 17. (a) In order to guarantee that the Facility, and the Works, will be constructed and installed in accordance with the provisions of the Agreement, the Owner shall lodge with the Township the Performance Guarantee as set out in section 16 of this Agreement.
- (b) The Owner agrees that the Township may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Township deems fit if the Owner:
 - (i) in any way makes or permits default of the Owner’s obligations under this Agreement; or
 - (ii) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Facility and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.

- (c) The amount of the Performance Guarantee may be reduced from time to time at the sole discretion of the Township, as the Works proceed and subject to the Township being provided with such documentation as it may require.
- (d) The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

18. The Owner shall, at its own expense, within seven (7) clear days of receiving written notice from the Township to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

INDEMNIFICATION OF TOWNSHIP

19. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Facility, and the Works.

INSURANCE

20. (a) The Owner shall obtain and maintain a policy or policies of insurance in accordance with **SCHEDULE "E"** hereto and to the satisfaction of the Township Treasurer with a collective policy limit of not less than \$5,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Facility, and the Works set out herein. The Owner shall from time to time, at the request of the Township, furnish proof to the Township that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Township, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Township within seven (7) clear days of written demand being given by the Township.
- (b) The Owner hereby covenants to obtain, prior to the issuance of the Building Permit, a letter from the Owner's insurance company(ies) addressed to the Township certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement. The Owner hereby acknowledges that the Township intend to rely on the said letter from the Owner's insurance company(ies).

INCOMPLETE OR FAULTY WORK

21. (a) In addition to any other rights that the Township may have by statute or otherwise, representatives of the Township, including the Township Engineer, may, at any time and from time to time, inspect the Facility, and the Works, including the grading and landscaping, on the Subject Lands. If in the opinion of the Township, the Owner:
- (i) is not proceeding with or causing to be proceeded with Works within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (ii) is improperly performing the Works;
 - (iii) has abandoned or neglected the Works;
 - (iv) refuses, fails or neglects to replace or repair the Works as may be rejected by the Township as defective or unsuitable; then the Township shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Township shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Township shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Township, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.
- (b) The Township or its representatives, including the Township Engineer, upon inspection, may require work on the Facility to cease immediately in the event of unsafe conditions or health risks being identified. It is understood and agreed between the parties hereto that any entry by the Township upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Township or assumption by the Township of the Works.
- (c) In addition to all other remedies, in the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and suspend the approval granted to the Facility under s. 41 of the *Planning Act*. The Township may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement. The foregoing remedy is in addition to any other remedy the Township has at law, including enforcement of this Agreement in accordance with subsection 41(11) of the *Planning Act* and section 446 of the *Municipal Act, 2001*.
- (d) In addition to all other remedies, the Township may withhold municipal clearance of any Building Permit application or request the withdrawal of any Building Permit(s) that have been granted to the Owner until the Facility and the Works, including grading and landscaping are completely installed in accordance with the requirements of the Township.
- (e) The cost incurred by the Township in furtherance of the provisions of this section shall be calculated by the Township whose decisions shall be final

and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Township) shall be paid by the Owner to the Township forthwith on demand, failing which the Township shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.

- (f) Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Township arising from or out of any breach of the provisions and terms of this Agreement.
- (g) This section may be pleaded by the Township as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Township against the Owner and/or the Performance Guarantee as the case may be.

REQUIREMENTS FOR LETTER OF COMPLETION

22. The Owner agrees that the occupancy and use of the Facility on the Subject Lands shall not occur until the Township has provided the Owner with a Letter of Completion. The Township shall issue the Letter of Completion once it has been provided with:
- (i) certification by the Owner's consultants, including its Engineer or Architect, as set out in section 5, addressed to the Township certifying that the Facility and the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved Schedules hereto;
 - (ii) delivery of one complete set of "as constructed" plans of the Facility, in hard copy, which shall be certified by the Owner's Consulting Engineer, as well as delivery of such plans in a computerized format satisfactory to the Township;
 - (iii) confirmation from Hydro One, and any other utilities, that any expansion of necessary utilities are constructed to its satisfaction;
 - (iv) confirmation from the Owner's Consulting Engineer that drainage and stormwater management has been addressed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (v) confirmation from the Owner's Consulting Engineer that the grading has been completed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (vi) confirmation from the Owner's Consulting Engineer that the Ski Hill Grading, including erosion control measures, retaining walls and other appurtenances, has been completed in accordance with **SCHEDULE "B"** and the Building Code (O. Reg. 332/12) and that the stability thereof has been certified by the Owner's Consulting Engineer, all to the satisfaction of the Township and the County;
 - (vii) confirmation from Township staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, cash in lieu of parkland dedication, invoiced fees and municipal taxes; and,
 - (viii) confirmation by the Owner's Consulting Engineer that the required driveways and parking areas have been surfaced and completed to

the satisfaction of the Township or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Township.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

23. The Owner agrees that the Township shall not be obligated to release to the Owner the Works Performance Guarantee until:
- (i) a Letter of Completion has been issued;
 - (ii) there has been full compliance with the requirements of the *Construction Lien Act*, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Township may, in the sole and absolute opinion of the Township's Solicitor, be liable arising from the Facility and/or the Works.

PAYMENT OF MUNICIPAL COSTS

24. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
25. The Owner shall reimburse the Township forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Township, or any of its agents, in connection with Development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the Schedules attached hereto. In the event that the Township deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Township), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on-site inspections of the work performed, the Township shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit to the Township be drawn against for such retention, subsequent to the Township advising the Owner of the requirement for such outside consultant(s).

The Township's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Township's demand for payment shall not include costs for employees of the Township except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Township which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.

In the event that the Owner does not reimburse the Township as aforesaid, the Township may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

REQUIRED COMPLETION DATE

26. The Owner covenants and agrees to complete the Facility and the Works pursuant to the terms of this Agreement on or before the expiry of two (2) years from the date of issuance of a Building Permit. It is agreed that this date may be extended by mutual agreement of the Parties in writing.

GENERAL MATTERS

27. (a) The Owner agrees with the Township that:
- (i) all necessary precautions will be taken in the Development of the Facility and the Works on the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - (ii) the failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - (iii) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Township may have at law to enforce the provisions of this Agreement, including section 447.1 of the *Municipal Act, 2001*, as amended, should same be required;
 - (iv) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner fails to apply for a Building Permit for the Facility contemplated by this Agreement within twelve months from the date of the execution of this Agreement by the Township, then the Township shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the authority of the Chief Building Official under Section 8 of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended.
- (e) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Mansfield Ski Club Inc.
628213 Sideroad 15
Mulmur Township, Ontario
L9V 0T9

to the Township:

Corporation of the Township of Mulmur
758070 2 Line E
Mulmur, ON
L9V 0G8

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.

Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Township on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (i) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- (j) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. This Agreement shall also enure to the benefit of and be binding upon the Owner's subsidiaries including Mansfield Property Management Ltd.
- (k) The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Township shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the *Registry Act* or *Land Titles Act*, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (l) Time shall always be of essence of this Agreement.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

MANSFIELD SKI CLUB INC.

Per

I have authority to bind the corporation

1414183 ONTARIO INC.

Per

I have authority to bind the corporation

**THE CORPORATION OF THE TOWNSHIP OF
MULMUR**

Mayor

Clerk

SCHEDULE "A"
Legal Description of Subject Lands

MUNICIPAL DESCRIPTION: 628213, Side Rd 15, Mansfield, ON

PIN: 34114-0175

LEGAL DESCRIPTION: PT LT 17, 18 & PT BLK A ON PL 86, BEING PTS 1, 2, 3, 4, 5 & 6 ON PL 7R6503; TOWNSHIP OF MULMUR

PIN: 34114-0178

LEGAL DESCRIPTION: PT LT 16 CON 6 EHS, PT 1, 7R4460; TOWNSHIP OF MULMUR, CONSENT OF THE COMMITTEE OF ADJUSTMENT OF THE TOWNSHIP OF MULMUR ATTACHED TO LTD6427

PIN: 34114-0182

LEGAL DESCRIPTION:

PT LOT 17, CON 6 EHS, DES AS PT 8, 7R4495 ; MULMUR ; CONSENT OF THE COMMITTEE OF ADJUSTMENT OF THE TOWNSHIP OF MULMUR IS ATTACHED TO LTD8843

PIN: 34114-0186

LEGAL DESCRIPTION: PT LT 17 CON 6 EHS, PTS 4 & 5, 7R4495; MULMUR

PIN: 34114-0298

LEGAL DESCRIPTION: PT BLOCK 19 PLAN 7M4, BEING PT. 1 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0300

LEGAL DESCRIPTION: P. BLOCK 19 PLAN 7M4, BEING PT 2 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0302

LEGAL DESCRIPTION: PT BLOCK 20 PLAN 7M4, BEING PT 3 ON 7R6308; TOWNSHIP OF MULMUR

PIN: 34114-0304

LEGAL DESCRIPTION:

FIRSTLY: PT LTS 15,16 & 17 CON 6 EHS & PT RDAL BTN LTS 15 & 16 CON 6 EHS, AS CLOSED BY MF47982 & PT BLK B & PT LT 19 PL 86 AS IN MF216152, S/T MF20959, MF15680, MF26327 & MF216152; DESCRIPTION MAY NOT BE

ACCEPTABLE IN FUTURE AS IN MF216152 ; S/T MUL13853; S/T RIGHT OF WAY AS IN LTD7176; T/W ROW OVER PTS LOTS 1 AND 18 PL 7M-4 DES AS PTS 8 AND 7 PLAN 7R-4577 AS IN LTD13775, MULMUR, SKETCH ATTACHED TO MF23269; S/T EASE IN FAVOUR PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 6, 7, 8 & 9, 7R5249 OVER PT BLK B, PL 86 DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 2, 3, 4 & 5, 7R5249 OVER PT BLK B, PL 86 DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS, DES AS PTS 1, 7R5249 OVER PT BLK B, PL 86, DES AS PTS 10 & 11, 7R5249 AS IN DC38560; S/T EASE OVER PT BLK B, PL 86 & PT LT 16, CON 6 EHS DES AS PTS 6, 7, 8 & 9, 7R5249 OVER PT BLK B, PL 86, DES AS PT 12, 7R5249 AS IN DC38561 SECONDLY: PART LOT 16 CON 6 EHS DES PTS 1, 2, 3 PL 7R6323 T/W ROW AS IN MF114515; SUBJECT TO AN EASEMENT AS IN MUL12670; TOWNSHIP OF MULMUR

**SCHEDULE “B”
Site Plan Drawings**

Plan Number	Plan Title	Revision	Rev Date
SP0	COVER SHEET	3	10-Dec-20
SP1	OVERALL SITE PLAN	3	10-Dec-20
SP2	SITE PLAN	3	10-Dec-20
SP3	VILLAGE CORE SITE PLAN	3	10-Dec-20
SP4	SKI HILL	3	10-Dec-20
SP5	FIRE ROUTE ACCESS	3	10-Dec-20
SP6	ONTARIO BUILDING CODE MATRICES	3	10-Dec-20
SKA-01	ENCLOSURE FOR OUTDOOR GARBAGE AREA OVERALL PLANTING PLAN	0	06-Apr-20
L1	OVERALL PLANTING PLAN	3	10-Dec-20
L2	PLANTING ENLARGEMENT A	3	10-Dec-20
L3	PLANTING ENLARGEMENT B	3	10-Dec-20
L4	SKI HILL PLANTING PLAN	3	10-Dec-20
PHA	PHASING PLAN	4	12-Apr-21
SGRN	SITE GRADING PLAN NORTH	4	12-Apr-21
SGRS	SITE GRADING PLAN SOUTH	4	12-Apr-21
GENN	GENERAL SERVICING PLAN NORTH	4	12-Apr-21
GENS	GENERAL SERVICING PLAN SOUTH	4	12-Apr-21
BIO1	BIOFILTER PLAN 1	5	27-July-21
BIO2	BIOFILTER PLAN 2	4	12-Apr-21
WF	WATER TREATMENT FACILITY	4	12-Apr-21
FWS	FIRE WATER STORAGE	4	12-Apr-21
SSOP	SITE SERVICING OUTLET PLAN	4	12-Apr-21
SMPLP	PROPOSED SNOW MAKING POND & WELL LOCATION	4	12-Apr-21
SWM	STORMWATER MANAGEMENT FACILITY PLAN	4	12-Apr-21
ESC	EROSION & SEDIMENT CONTROL PLAN	4	12-Apr-21
DS1	DETAIL SHEET 1	4	12-Apr-21
S-1	SKI HILL RETAINING WALL OVERALL PLAN	2	11-Nov-20
S-2	SKI HILL RETAINING WALL DETAILS	2	11-Nov-20
E1	LIGHTING LAYOUT	2	31-Jan-20
E2	PHOTOMETRICS	2	31-Jan-20

SCHEDULE "C"
Form of Letter of Credit

REQUIRED – to be on bank letterhead

Letter of Credit No. _____ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWNSHIP OF MULMUR

Corporation of the Township of Mulmur
758070 2 Line E
Mulmur, ON
L9V 0G8

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of the Bank)

(Address)

for the account of (Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____

DOLLARS (\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the: (Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Township made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Township services and financial obligations set out in an Agreement between the customer and the Township and referred to as (Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Corporation of the Township of Mulmur.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 201_.

COUNTERSIGNED BY:

(Name of Bank)

Per:

SCHEDULE “D”
Regulations for Construction

Building Code of Ontario;

The applicable By-laws of the Corporation of the Township of Mulmur;

Building By-law of the Corporation of the County of Dufferin;

Ministry of Transportation Ontario (MTO) Permit requirements;

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards;

Ontario Ministry of the Environment, Conservation and Parks standards and approvals;

Any permits required from the Township of Mulmur or County of Dufferin for ingress and egress;

All other applicable law.

SCHEDULE "E"
Insurance Requirements

Prior to commencing any Development and/or construction of any Works and/or the issuance of a Building Permit for the Facility, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Township Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Township, and the engineering firm appointed as the Township Engineers as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Township. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Township, from time to time as the Township Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.