

## DEVELOPMENT EARTHWORKS AGREEMENT

This Agreement is made this 9<sup>th</sup> day of June, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO  
("Township")

- and -

Tribute (Colgan2) Limited  
("Developer")

WHEREAS the Developer warrants and represents that it is the owner of lands in the Township of Adjala-Tosorontio, County of Simcoe, as described in Schedule "A" ("Lands");

AND WHEREAS the Developer proposes to subdivide the Lands and is proceeding with a plan of subdivision, engineering drawings and a subdivision agreement;

AND WHEREAS the Developer has applied to the appropriate government authorities and agencies for approval of the Plan pursuant to the provisions of the *Planning Act* and warrants that it has received draft plan approval from the Ontario Municipal Board for the approval of the Plan;

AND WHEREAS the Developer warrants and represents that there are no encumbrances on the Lands, save and except any Mortgages, any registered municipal agreements and registered agreements with publically regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines or other services;

AND WHEREAS the Developer has submitted all required reports and the first submission of all engineering drawings for the Plan;

AND WHEREAS the Developer intends to immediately commence with the earthworks to pre-grade the site ("Works") prior to the execution of a Pre-Servicing Agreement, Subdivision Agreement, and the registration of the Plan.

AND WHEREAS the Developer has submitted Plans and Specifications, defined below, and received written acceptance from the Township Engineer for the Works for which earthworks can proceed;

AND WHEREAS the Developer is in the process of obtaining written approval from various agencies, but not limited to, the Ministry of the Environment, Conservation and Parks, the local Conservation Authority, the Ministry of Natural Resources, the Ministry of Tourism, Culture and Sport, and the County for the construction of the Works, where they impact an agency, to the satisfaction of the Township;

AND WHEREAS the Developer is in the process of obtaining written confirmation from utility providers including, but not limited to Hydro One, Bell Canada Enterprises, Inc., Rogers Communications Inc. and Enbridge Gas Distribution Inc., that satisfactory agreements have been entered into for the provision of services for the respective utility providers, to the satisfaction of the Township;

AND WHEREAS the parties have entered into this development earthworks agreement (“Agreement”) for the purpose of defining the terms and conditions upon which the Works will be carried out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto (receipt whereof is hereby acknowledged), the parties hereto hereby covenant; promise and agree with each other as follows:

## **SECTION 1 – INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless there is something in the subject matter or content to the contrary the following words shall have the meaning set out below:

“Additional Works” means any Works or Special Works not specifically referred to in this Agreement, the schedules hereto or in the Plans and Specifications;

“Building Code Act” means the *Building Code Act*, 1992, S.O. 1992, c.23, as amended, or any successor legislation;

“Construction Act”  
means the Construction Act, R.S.O. 1990, c. C.30, as amended, or any successor legislation;

“Developer” includes the successors, assigns, heirs, executors, administrators, or other legal representative of the Developer of whom the context may apply according to the law and includes an individual, an association, a partnership and a corporation;

“Developer’s Consulting Engineer:

means a competent professional engineer or firm of engineers employed by the Developer and approved by the Township Engineer, skilled and experienced in municipal work and land development projects and registered with Professional Engineers Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*, R.S.O. 1990,c. P.28;

“Earthworks”

means any alteration to the site including the placing, removing or dumping of soil, fill or topsoil to achieve the design grades or elevations and temporary storm ponds cutting and preservation of trees and siltation controls;

“Fees By-law”

means the current Township Fees and Charges By-law, as may be amended or replaced from time to time;

“Install”

includes the reinstallation, provision, construction or reconstruction of any matter or thing;

“Interest”

means the rate permitted to be charged under the Municipal Act, 2001, as amended;

“Lands”

means the lands described in Schedule “A”;

“Letter of Credit”

means the format required by the Township’s Treasurer and Township’s Solicitor. A copy of the format can be obtained directly from the Township;

“Municipal Act”

means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, or any successor legislation;

“Plans and Specifications”

means all plans and specifications for the Works prepared by the Developer’s Consulting Engineer approved by the Township Engineer including, but not limited to those set out in Schedule “D” attached;

“Plan”

means the final or plans of subdivision prepared in accordance with the requirements of the Planning Act which the Developer proposes to register for the purpose of subdividing and developing the Lands;

“Planning Act”

means the *Planning Act*, R.S.O. 1990, c.P.13, as amended, or any successor legislation;

- “Professional Engineer” means an engineer who is registered as a Professional Engineer and is entitled to engage in the practice of professional engineering in the Province of Ontario under the terms of the *Professional Engineers Act*, R.S.O. 1990, c. P.28;
- “Resident Services” means a degree of service much greater than is normally provided under contract administration, and shall require the placement of competent personnel, including inspection of layout staff on the project in order to provide continuous service during all phases of construction of the Works;
- “Securities” include certified cheque or Letter of Credit;
- “Special Works” means Services on lands other than the Lands;
- “Structure” means a building or structure of any kind whatsoever, including any dwelling or building governed by the Building Code Act;
- “Township’s Consulting Engineer” means the engineer retained by the Township to assist in the administration and engineering review including site inspection for this development;
- “Township Engineer” means the Director of Infrastructure and Development or his or her successor or designate;
- “Township of Adjala-Tosorontio” means the geographic area of the Township of Adjala-Tosorontio
- “Township Solicitor” means the solicitor assigned to act on behalf of the Township;
- “Township Standards” means the Township of Adjala-Tosorontio Engineering Standards, as amended;
- “Works” includes the construction described on Schedule “B”.
- “Estimate” Estimated value of works to be completed outlined in Schedule B
- “Securities” Value of money held by the Township for restoration of land should the developer default on completing works

## 1.2 **Headings**

The headings inserted in this Agreement are inserted for convenience only and are not to be used as a means of interpreting this Agreement.

## 1.3 **Terminology**

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders; the singular shall include the plural, and vice versa and shall refer solely to the parties signatory thereto except where otherwise specifically provided. All references herein to articles, sections, paragraphs or subdivisions thereof, shall refer to the corresponding article, section, paragraph or subdivision thereof, unless specified reference is made to such articles, sections or subdivisions of another document or instrument.

## 1.4 **Lists**

Whenever a statement or provision in this Agreement is followed by words denoting inclusion or examples and then a list of or reference to specific items, such list or reference is not to be read as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.

## 1.5 **Reference to Statutes**

References to any statute or regulation, or any provision thereof, include such statute or regulation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute or regulation thereto.

## 1.6 **Developer’s Expense**

Every provision of this Agreement wherein the Developer is obligated in any way is deemed to include the words “at the expense of the Developer” and “to the Township’s satisfaction”, unless specifically stated otherwise.

## 1.7 **Attached Schedules**

Schedules A, B, C, D, E, F and G form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement.

## **SECTION 2 – ADMINISTRATION**

### **2.1 Delegated Authority**

- 2.1.1 The authority for administering this Agreement on behalf of the Township is delegated to the Township Engineer.
- 2.1.2 Where the consent of the Township is required under this Agreement, such consent may be exercised by the Township Engineer.

### **2.2 Applicable Laws**

- 2.2.1 In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer shall comply with and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act*, or the *Ontario Water Resources Act* or any regulations, policies or guidelines thereto. The Developer further shall handle and dispose of all materials in accordance with the foregoing legislation.
- 2.2.2 The Developer shall do, cause to be done, or refrain from doing, any act or thing as directed by the Township, if at any time the Township considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable law. If the Developer fails to comply with such direction, the Township may take action to remedy the situation and if action is taken the Township is entitled to draw upon any Securities filed by the Developer under this Agreement.

### **2.3 Township as Agent of Developer**

Any work completed by the Township, for or on behalf of the Developer, or by reason of the Developer not having completed the work in the first instance, will be deemed to be completed as agent for the Developer and will not, for any purpose whatsoever, be deemed as an acceptance or assumption of any Works by the Township.

## 2.4 **Township's Consulting Engineer**

The Township may retain the Township's Consulting Engineer through a competitive and transparent process to assist in the administration and technical review including site inspection during the course of the development. The Township's Consulting Engineer acts as an agent for the Township. The Developer shall reimburse the Township for the costs incurred by the Township for the services of the Township's Consulting Engineer. Costs for inspection related to grading works shall not exceed 10 % of the cost of grading works.

## 2.5 **Developer's Consulting Engineer**

2.5.1 The Developer's Consulting Engineer acts as the Developer's representative in all land development engineering matters pertaining to the Plan. The Developer's Consulting Engineer shall be employed by the Developer to:

- (a) design all Works;
- (b) prepare and furnish all drawings, plans, specifications, reports and certificates as required by the Township Engineer, or pursuant to this Agreement, at any time and from time to time;
- (c) obtain all approvals required from all other governmental authorities or agencies
- (d) confirm the field layout and provide the contract administration, Resident Services and inspection of the construction of all Works;
- (e) maintain all records of construction and provide daily inspection reports to the Township, and upon completion, advise the Township Engineer of all construction changes and/or deviations to the Township Standards and provide final measurements upon completion of the construction of the Works;
- (f) provide the Township with "as-built" drawings from time to time upon completion of the construction of the Works;
- (g) act as the Developer's representative in all matters pertaining to the construction of the Works;
- (h) carry out contract administration whenever a contractor is undertaking work on the Works; and
- (i) perform such additional functions and services as may be required pursuant to this Agreement.

- 2.5.2 In the event of any negligence by the Developer's Consulting Engineer, including any negligence in estimating the cost of the Works to be constructed under this Agreement for the purposes of providing Securities therefore, the Developer shall assign any rights it may have to claim against the Developer's Consulting Engineer for such negligence, at the request of the Township.
- 2.5.3 The Developer shall provide the Township Engineer with the names of the Developer's Consulting Engineer and all other subcontractors.
- 2.5.4 The Developer shall provide a copy of this section and the Agreement in its entirety to the Developer's Consulting Engineer prior to the Developer's Consulting Engineer commencing any of the Works and shall obtain a written acknowledgment from the Developer's Consulting Engineer, the Developer shall ensure that a copy of the executed Acknowledgement is provided to the Township prior to the commencement of any of the Works.
- 2.5.5 The Developer shall not replace the Developer's Consulting Engineer except with another professional consulting engineering firm and advise the Township of the reason for the change. In the event the Developer's Consulting Engineer fails to provide services in accordance with the contract with the Developer as herein provided, or in accordance with the terms of this Agreement, or should the Developer's Consulting Engineer withdraw his services for the Developer, such failure or withdrawal shall be deemed to be a default pursuant to this Agreement.

## 2.6 **Other Consultants**

- 2.6.1 The Township may, at its option, require other consultants to assist the Township Engineer, or otherwise supervise, inspect, or submit reports to the Township, and the Developer shall pay for the cost of such additional consultants. If during the construction of Works, the Township Engineer or the Township deems it necessary to revise or alter the Plans and Specifications, the Developer shall cause its Developer's Consulting Engineer to revise the same and submit such revisions to the Township Engineer for approval. In such event, all Works shall be constructed in accordance with such approved revised Plans and Specifications.
- 2.6.2 The Developer shall, at all times and from time to time, at the Developer's expense, furnish all reasonable aid and assistance to the Developer's Consulting Engineer, the Township Engineer and any other consultant, inspector or inspection firm in connection with this Agreement, the Works, the Plan or the Lands, including all necessary testing and inspection of material and methods as may be required by the Developer's Consulting Engineer, the Township Engineer, inspector or inspection firm, including the provision of reasonable facilities for the inspection of any materials and workmanship, and when required, the provision of samples for testing. All tests required as foresaid, shall be carried out in accordance with the specifications of the person requesting

such test, and shall be performed at the cost of the Developer. Notwithstanding any inspection that may be carried out by the Township Engineer, or any inspector or inspection firm on behalf of the Township, the failure of the Township Engineer or the said inspector or inspection firm to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of any defective work or material, and the Developer shall remain responsible for all and any work done or required to be done in accordance with the terms of this Agreement, including the repair or replacement of any defective work or material, at the Developer's sole cost and expense. In the event the Township Engineer has required any quantitative or qualitative test for any purpose whatsoever as a precondition of any further construction, the Developer shall not construct such Works for which the test is required until such test has been received, reviewed and approved by the Township Engineer and has issued an order in connection therewith. Such order may specify such work and in what manner it should be done, and may be subject to conditions and may specify that such work is to be completed within a specified time period, and the Developer shall comply with all terms of such order.

2.7 **Requirement of Township re: Servicing Capacity**

2.7.1 Neither entering into this Agreement nor the approval of Plans and Specifications will guarantee reserve servicing capacity for the sanitary sewage collection and treatment system and the water supply and distribution system.

2.8 **Effective Date and Term**

This Agreement is effective from the date first written above and is for a term of two years expiring at the conclusion of the term unless an extension is granted by the Township in writing.

2.9 **Extension of Time**

Time is of the essence in this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both parties, but no such extension of time will operate or be deemed to operate as an extension of any other time limit. Time will remain of the essence in this Agreement notwithstanding any extension of any time limit.

2.10 **Earthworks**

The Developer may commence with the earthworks of the Lands by way of the construction of the works as set out in Schedule "B", in accordance with the Plans and Specifications and all other requirements of the Township.

## 2.11 **Additional Township Conditions**

In addition to all other provisions of this Agreement, the Developer shall be bound by those additional conditions set out in Schedule "E" attached hereto, if any. If none are identified then the schedule will be voided and deemed not included.

## 2.12 **Government Approvals**

The Developer shall forthwith obtain any and all other governmental approvals necessary for the development herein and shall submit to the Township all the normal and usual plans and documents which may be required by the Township and enter into a Subdivision Agreement.

## 2.13 **Final Approval**

2.13.1 The Developer acknowledges that by proceeding with the Works in advance of final approval of the Plan, it is doing so entirely at its own risk and not based on any representation from the Township as to when or if final approval of the Plan may be given nor any representation that the Developer is not required to comply fully with all applicable conditions of approval of the Plan.

2.13.2 Should the Plan for any reason be refused final approval, earthworks must cease and the Developer is responsible, financially and otherwise, for all Works installed. In the event the Plan is refused final approval, the Developer shall remove the works or rectify any situation including all restoration as a result of construction to the satisfaction of the Township, if requested by the Township to do so. The Township may require the Developer to bring the lands to a condition which is acceptable from a perspective of public safety and restoration of the Lands to a reasonable level, and grading to the satisfaction of the Township, and if the Developer neglects or refuses to do so, may do so itself using Securities posted pursuant to this Agreement.

## 2.14 **Subdivision Agreement**

The Township is not required to accept the Works constructed by the Developer pursuant to this Agreement until such time as the Developer has entered into a Subdivision Agreement for the Lands and complied with the appropriate requirements.

## 2.15 **Consent to Assign**

2.15.1 The Developer cannot assign this Agreement without the prior written consent of the Township. The Township will not unreasonably withhold its consent to any assignment provided:

- (a) the Developer is at the time in good standing under this Agreement, and is not in default under any of the terms of this Agreement;

- (b) the person this Agreement is proposed to be assigned to (“Assignee”) agrees in writing, in a form acceptable to the Township, to assume all of the outstanding obligations of the Developer under this Agreement including, but not limited to, the Developer’s obligation to provide and maintain Securities to assure the due carrying out of this Agreement;
- (c) the Developer’s Consulting Engineer has agreed to be employed by the Assignee and continue to act as Developer’s Consulting Engineer as required by this Agreement. In the alternative, if a new Consulting Engineer has been hired by the Assignee, the Township requires the new Developer’s Consulting Engineer to execute a Declaration that it has reviewed and is in agreement with the existing designs and drawings;
- (d) the encumbrancers have consented to the assignment; and
- (e) the Assignee must be shown as the registered owner of the Lands.

2.15.2 In the event of the sale of the entire Lands, the Developer shall obtain the purchaser’s covenant in writing to assume full and complete responsibility for the performance of the Developer’s continuing obligations under this agreement. Upon any such assignment being completed, the Developer and the Township will have no further obligations to one another under this Agreement. All obligations will be between the Township and the Assignee. However the Township will not return to the Developer any Securities deposited until Securities in a like manner and in a form satisfactory to the Township’s Treasurer are deposited with the Township by the Assignee.

## 2.16 **Legal Notice to Parties**

2.16.1 Where this Agreement requires notice to be delivered by one party to the other, such notice must be in writing and delivered either personally, by prepaid registered mail, or by facsimile transmission or by e-mail sent to all listed e-mail addresses, by one party to the other party or to its acting solicitor at the addresses noted below. Such notice is deemed to have been given, if by personal delivery on the date of delivery, if by prepaid registered mail on the fourth business day following the posting thereof, if by facsimile transmission on the date of delivery with electronic confirmation of receipt obtained and if by e-mail on the date of delivery to all listed e-mail addresses. If notice is given by mail, the same shall be effective five (5) business days upon being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of an interruption of postal services, the notice shall not be deemed to have been given by prepaid registered mail during such period of interruption, unless the notice has been actually received.

**Township:**

The Corporation of the Township of Adjala-Tosorontio  
7855 Sideroad 30  
Alliston, ON L94 1V1  
Attention: Township Clerk  
Fax: 705-434-5051  
Phone: 705-434-5055

2.16.3 The Addresses, numbers, and e-mail address may be changed by written notice to the parties. Any notice faxed or delivered will be deemed good and sufficient notice under the terms of this Agreement.

**SECTION 3 – FINANCE**

3.1. **Works**

The description of the Works set out in Schedule “B” is a preliminary only, and prior to acceptance by the Township, additional works may be required.

3.2. **Payment for Works**

The Developer shall pay for construction of the Works as set out in Schedule “C”. The estimated values of the Works will be revised upon completion of the design. If the revised estimate is above the value set out in Schedule “C”, the Developer shall deposit additional funds or Securities with the Township within ten (10) days of request by the Township.

3.3. **Working Deposit**

3.3.1 The Developer shall forthwith after the execution of this Agreement, pay to the Township the sum of (\$ 15,000.00) by certified cheque, to be held by the Township on account of any costs incurred by the Township in relation to this Agreement including the administration of this Agreement (“Working Deposit”). The Township reserves the right to review the value of the Working Deposit. Should at any time the Township determine that the value of the Working Deposit needs to be increased, the Township shall request that the Developer pay to the Township, by certified cheque, such further amounts as required to reflect the amended value, and if such amounts are not paid by the Developer within thirty (30) days, the Township shall draw upon the Security posted pursuant to Section 3.4 to reflect the amended value.

- 3.3.2 In addition to any means, process or recourse available to the Township, including any means process or recourse provided by this Agreement and/or the Fees By-law, the Township shall render monthly invoices to the Developer for Township costs incurred ("Township Invoice") and the Township shall then immediately draw on the Working Deposit to pay the amount owing as set out in the Township Invoice.
- 3.3.3 The Developer shall, within thirty (30) days of the issuance of the Township invoice, provide payment in the full amount of the Township Invoice to the Township to replenish the Working Deposit to the amount as determined by Subsection 3.3.1.
- 3.3.4 If the Working Deposit is depleted, the balance is deemed insufficient at the sole and absolute discretion of the Township or payment has not been made on Township Invoices with sixty (60) days of issuance, the Township shall draw from the Security an amount that will return the Working Deposit to an amount equal the value determined under subsection 3.1.1. In addition, the Township will cease all work by the Township on this development and/or issue a Stop Work Order (if required, at the sole and absolute discretion of the Township) until payment in full is received, all accounts are in good standing, and the security is replenished to the amount stipulated in Subsection 3.3.1.
- 3.3.5 Outstanding accounts shall be due and payable within thirty (30) days after same are rendered by the Township and failure to pay such accounts within thirty (30) days from the date thereof shall result in interest being added thereto at the rate of 1.25 percent per month (i.e. fifteen percent per annum), until such time as payment in full is received by the Township, or in the opinion of the Township's Treasurer, additional and sufficient Security is posted in accordance with this Agreement, whereupon the Township may immediately draw on such additional and sufficient Security to pay such account or accounts. Nothing in this Agreement shall be interpreted to remove the Developer's right to dispute an account rendered by the Township in connection with the Township's costs, provided that such dispute is made within three (3) months of the account so rendered.

#### 3.4 **Securities**

- 3.4.1 Prior to the commencement of construction of any of the Works, the Developer shall provide the Township with an amount payable by certified cheque or Letter of Credit as detailed in Schedule "C" as,
- (a) being either the lessor of (i) 10% of the total estimated cost for the entire Works as determined by Schedule "C", or (ii) 110% of the estimated cost to remediate the site as determined by the Township Engineer or designate; and

- (b) a Road Maintenance Security at a value determined by the Township Engineer for repair to Township Roads used as haul roads;

which shall be held by the Township as Security for the obligations of the Developer pursuant to any of the provisions of this Agreement. If in the opinion of the Township at any time and from time to time, such amounts are insufficient, such amounts may be increased, and the Developer shall pay such additional sum as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be placed solely to the particulars outlined in Schedule "C", but the total cost of satisfying all of the obligations of the Developer pursuant to any of the provisions of this Agreement.

- 3.4.2 The Township may, at its sole and absolute discretion, accept an irrevocable Letter of Credit drawn on a chartered bank of Canada acceptable to the Township in lieu of such total amounts referred to in Schedule "C" and in Section 3.4.1, and such additional amounts as determined by the Township, provided such Letter of Credit shall be in a form acceptable to the Township Solicitor.

3.5 **Reduction in Security**

No reduction in the amount of Security filed by the Developer with The Township in accordance with the terms of this Agreement will be permitted until such time as the Developer has entered into a Pre-Servicing or Subdivision Agreement with the Township for the Lands. Thereafter, any reductions in the Security posted by the Developer will be completed in accordance with the terms of the Pre-Servicing or Subdivision Agreement. For greater certainty, the Parties may agree to apply any Working Deposit, Securities or certificate of insurance delivered by the Developer to the Township on account to the Developer's obligations under this Agreement to the Developer's obligations under the Pre-Servicing or Subdivision Agreement.

3.6 **Township's Legal, Planning, Technical, Administrative and Engineering Costs**

- 3.6.1 The Developer shall pay to the Township all reasonable on-going costs relating to this Agreement, the processing of the Plan including legal, planning, technical, administrative and engineering costs, costs for checking of any plans and inspection of the Works on behalf of the Township and costs for providing representation or engineering evidence at a Local Planning Appeals Tribunal, forthwith upon presentation of an invoice by the Township.
- 3.6.2 All legal costs incurred and to be paid by the Developer under this Agreement, including any legal costs related to enforcement of this Agreement, will be levied on a substantial indemnity basis.

3.6.3 All engineering costs incurred and to be paid by the Developer under this Agreement will be levied according to the schedule of the Professional Engineers Ontario, and Township by-laws.

### 3.7 **Insurance**

3.7.1 The Developer shall insure in respect of liability all property damage and personal injury or claims for such damage or injury with an insurance company satisfactory to the Municipality. Such policies shall have the Municipality as an additional insured, with the form and content to be subject to the approval of the Municipality. A copy of the policy shall be lodged with the Municipality and have minimum limits of five million dollars (\$5,000,000.00) all-inclusive of any one accident or occurrence. The policy shall be in effect for the period of this Agreement including any maintenance periods that will be required for any works installed.

## **SECTION 4 – REMEDIES**

### 4.1 **Default**

4.1.1 Any default by the Developer, or by its agents, servants, heirs, executors, administrators, successors or assigns of any provision of this Agreement shall permit the Township to enforce its rights pursuant to this Agreement by taking any of the following actions, or any combinations thereof:

- (a) issue a stop work order, whereupon the Developer shall cease and desist from any and all work upon the Lands or any part thereof, notwithstanding the conveyance of all or part of the Lands to a successor in title;
- (b) draw on any Letter of Credit held as Security by the Township pursuant to this Agreement, whether for payment in full or in part;
- (c) any deposits held by the Township pursuant to this Agreement or any proceeds obtained from the presentation of any Letter of Credit, whether received from the Developer, the Builder, or any other person, firm or corporation, may be applied on account of any expenses incurred, whether directly or indirectly, or damages suffered by the Township, as a result of any default as aforesaid to apply the same towards the cost of completing or performing any of the obligations of the Developer pursuant to this Agreement. For the purposes of this paragraph, “cost of completing or performing any of the obligations of the Developer pursuant to this Agreement” includes all costs and expenses deemed necessary or appropriate by the Township and without limiting the generality of the foregoing may include:
  - (i) the appointment and employment of a manager;

- (ii) the appointment and employment of a replacement for the Developer's Consulting Engineer;
  - (iii) other consultants or professionals;
  - (iv) administrative costs;
  - (v) interest;
  - (vi) legal expenses;
  - (vii) the reimbursement of third parties who have incurred a loss or have suffered damages as a result of the default of the Developer pursuant to the terms of this Agreement; and
  - (viii) the payment of any and all costs or expenses incurred, whether directly or indirectly in connection with any of the provisions of Section 4.1;
- (d) perform or cause to be performed, at the Developer's expense, any and all of the obligations of the Developer pursuant to this Agreement and for this purpose enter upon the Lands and do all work upon the Lands or upon any lands affected by the conveyances or easements, or other lands as the Township may decide;
  - (e) bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by the Developer that damages at law may be an inadequate remedy for a default or threatened default or breach of this Agreement;
  - (f) bring any action at law by or on behalf of the Township or any other party as a result of any default under this Agreement in order to recover damages; and
  - (g) institute any other legal proceedings to enforce any of the provisions of this Agreement or compliance with any Laws or to take any other action deemed appropriate in the sole opinion of the Township.

4.1.2 Any action taken or remedy elected by the Township shall not be, or construed to be, mutually exclusive of any other action not taken or remedy not elected by the Township, nor shall the remedy which the Township in its sole discretion determines advisable, and the Township shall not be liable to any party to this Agreement or otherwise for failure to take any action or elect any remedy. No consent or waiver, express or implied, by the Township to or of any breach or default hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default, and the Township hereby expressly reserves its rights to rescind or repeal any waiver, whether express or implied, with respect to any breach or default, whereupon the Township shall have all of its rights and remedies pursuant to this Agreement, notwithstanding its previous consent or

waiver. Failure on the part of the Township to complain of any act or failure to act or to declare or notify the developer of any breach or default, irrespective of how long such failure continues, shall not constitute a consent or waiver of the Township of its rights hereunder. Nothing herein shall give any third party the right to compel the Township to enforce any of its remedies pursuant to this Agreement or to hold the Township or its agents accountable or liable for any acts or omissions with respect to this Agreement.

4.1.3 Any action taken by the Township, or on its behalf, pursuant to this Agreement is in addition to and without prejudice to any Security or other guarantee given on behalf of the developer for the performance of its covenants and agreements herein and upon default of the part of the Developer hereunder the Township shall, in addition to any other remedy available to it, be at liberty to utilize any applicable provisions of the Municipal Act.

#### 4.2 **Failure to Complete Works Expeditiously**

4.2.1 If the Works as set out in the “Plans and Specifications” are not being carried out in an acceptable manner or the work on the Lands is not proceeding expeditiously, to the satisfaction of the Township, then the Township has the right to require the Developer to cease any or all construction activities, by written notice to the Developer.

4.2.2 Should the Developer fail to complete any of the Works contemplated by this Agreement the Township is under no obligation whatsoever to complete all or any portion of the Works but the Township has the right to complete the Works if it chooses to.

4.2.3 Any Works completed by the Township, for or on behalf of the Developer, or by reason of the Developer not having completed the work in the first instance, will be deemed to be completed as agent for the Developer and will not, for any purpose whatsoever, be deemed as an acceptance or assumption of any Works by the Township.

4.2.4 The Township has the right to enter onto the Lands to take whatever remedial action it deems necessary to safeguard the health and welfare of the residents of the Township, including but without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs and levelling terrain, at the Developer’s expense.

#### 4.3 **Administrative Fee**

4.3.1 Where any obligations of the Developer pursuant to this Agreement are undertaken by or on behalf of the Township, pursuant to Section 4 of this Agreement or otherwise, the Developer shall pay to the Township an Administrative Fee equal to five percent (5%) of the cost of performing such work.

4.3.2 It is hereby agreed by the parties that the Administrative Fee is not a penalty but payment to the Township to recover the additional costs associated with re-working the Township's anticipated work plan, including sending non-recoverable work externally since the internal resources are being redirected. The Administrative Fee is in addition to invoiced costs that are the Developer's responsibility pursuant to Section 3 of this Agreement.

#### 4.4 **Filing of Liens**

4.4.1 The service of any written notice of lien on the Township, or registration of any claim for lien or certificate of action arising pursuant to the Construction Act, or the commencement of any action against the Developer or the Township by any person purporting to be a subcontractor or material or equipment supplier will, at the Township's option, constitute a default under the terms of this Agreement.

4.4.2 The Developer must vacate any claims for lien or certificates of action arising from the development in respect of improvements made to land owned by the Developer or Township, at its own expense, forthwith upon being advised in writing of the existence of such by the Township. The Developer shall defend any proceedings arising therefrom against the Township. The Developer will be deemed in default of this Agreement if it fails to do so.

4.4.3 In the event of default, the Township may liquidate any Securities posted, for such purposes as may be determined by the Township that may be necessary to protect the Township's interest. The Township will have no obligation to hold back or pay into court any sum of money in regard to dealings with land not owned by the Township.

4.4.4 Without limiting the generality of the foregoing, the purposes referred to in this Section may include, but are not limited to, taking legal advice and defending any proceedings arising from the service of any written notices of lien or the registration of any claims for lien or certificates of action, vacating the registration of any claims for lien or certificates of action filed in respect of the lien of any Person, making payment into court of Security pursuant to any orders vacating the registration of liens or obtaining orders dismissing lien actions against the Township after a lien is vacated from lands owned by the Township.

#### 4.5 **Waiver of Provisions or Breach**

4.5.1 The Township is at liberty to waive any or all of the provisions of this Agreement whether or not the Developer is in breach of the provision and such waiver shall not affect in any way the enforceability of this Agreement. In particular, without limiting the generality for the foregoing, it is agreed that the Township may at any time release or modify Securities which it holds.

4.5.2 The above-noted actions will not affect the obligations of the parties to this Agreement or in any way prejudice the ability of the Township to enforce the terms of this Agreement.

#### 4.6 **Municipal Act**

In addition to all other remedies set out under this Section, the *Municipal Act* and any Township by-law passed pursuant to the *Municipal Act*, or the *Planning Act*, will apply should the Developer fail to provide and/or properly maintain, to the satisfaction of the Township, the services and other matters referred to in this Agreement.

#### 4.7 **General Indemnification**

The Developer hereby agrees to indemnify and save completely harmless the Township, its elected officials, agents, employees or servants, from and against all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Township whether directly or indirectly, as a result of this Agreement, the Lands, the Plan, or as a result of any other matter or thing in connection therewith or pertaining thereto, including inspection of the Works or any aspect of construction review by the Township or its agents, or the carrying out of the Developer's obligations in this Agreement, or from the Developer having entered into this Agreement, or which may arise either directly, or indirectly, by reason of the Developer undertaking construction of the Works pursuant to this Agreement, This includes claims pursuant to the Construction Lien Act, in tort, contract or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Township, its agents or servants acting as agents of the Developer. Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all engineering fees, consulting fees, disbursements and related expenses of the Township Engineer as a result of his services and any consultants required to be retained by the Township Engineer required to be performed for the Township in connection with this Agreement, the Lands or the plan or any other matter or thing in conception herewith or pertaining thereto;
- (b) all legal fees and disbursements as a result of legal services rendered to the Township in connection with this Agreement, the Lands, the Plan or any other matter or thing in connection herewith or pertaining thereto, including the applicable hourly fees set by the Township Solicitor;
- (c) all administrative costs incurred by the Township associated with the negotiation, drafting and administrative fees associated with this

Agreement and undertaking of the Works and enforcement of this Agreement;

- (d) any costs and damages suffered by third parties as a result of the negligence of the Developer or the default of the Developer pursuant to the terms of this Agreement or the contravention of any Laws, notwithstanding the fact that such third parties have not claimed or are not entitled to claim against the Township for such damages or costs; and
- (e) the cost of all Works and the employment of all persons and firms in connection with this Agreement or referred to herein.

## **SECTION 5 – CONSTRUCTION**

### **5.1 Plans and Specifications**

- 5.1.1 The Plans and Specifications as submitted and accepted for construction by the Township are subject to revision by the Township. If in order to obtain final approval of the Plans and specifications, modification, alteration, relocation, and reconstruction of all or part of the Works is required, which may be as a result of changes in the Township's standards, the developer shall make the required modifications and alterations and relocate and reconstruct the works at its expense.
- 5.1.2 The Developer hereby agrees that the works shall be constructed in a good and workmanlike manner free of any defect, notwithstanding such defect being as a result of faulty workmanship, material or design, so that such Works shall operate for the purpose for which they were intended free of any defects.
- 5.1.3 The Developer shall construct all works in accordance with the accepted Plans and Specifications contained in Schedule "D" attached hereto. The Developer hereby agrees to construct the Works in accordance with the Schedules and to comply with all of the requirements contained in the said Schedules.

### **5.2 Construction Office**

- 5.2.1 Any site construction office must be in a location approved by the Township Engineer, and may not be located on land owned by the Township.
- 5.2.2 Sufficient off-street parking must be provided for any site construction office to the satisfaction of the Township Engineer.
- 5.2.3 Any materials storage area, in connection with the site construction office or otherwise, must be screened appropriately from public view to the satisfaction of the Township Engineer.

### 5.3 **Meetings**

- 5.3.1 If required by the Township, the Developer shall convene an administrative meeting to be attended by Township staff, and such parties or individuals as determined by the Township Engineer, the Township's Consulting Engineer, the Developer, the Developer's Consulting Engineer, County staff, Provincial Ministry staff and Conservation Authority staff to review the requirements of this Agreement prior to commencement of construction.
- 5.3.2 The Developer shall convene a meeting prior to commencement of construction to be attended by the Developer's Consulting Engineer, Township staff, and such parties or individuals as determined by the Township Engineer including all contractors to be employed on the Lands to undertake the Works, the Township Engineer, the Township's Consulting Engineer, County staff, Provincial Ministry staff, and Conservation Authority staff to review the schedule of construction prepared by the Developer, the methods of construction and the specifications.
- 5.3.3 The Developer shall convene regular meetings on a schedule determined by the Township Engineer to be attended by the Developer's Consulting Engineer, Township staff, and such parties or individuals as determined by the Township Engineer including all contractors undertaking Works on the Lands, to review the schedules of construction prepared by the Developer, the methods of construction and the specifications, the extent of the work undertaken to date, any remedial measures required, and any other matter or thing that the Township Engineer considers appropriate. The Developer shall ensure that adequate facilities are available on the Lands to accommodate these meetings, to the satisfaction of the Township Engineer.

### 5.4 **Notice**

- 5.1.1 The Developer must provide ten (10) days advance written notice to the Township of its intention to commence work on the Lands.
- 5.4.2 Should for any reason there be a cessation or interruption of construction for a period exceeding thirty (30) calendar days, the Developer shall provide forty-eight (48) hours written notification to the Township and the property owners identified in Subsection 5.4.4. before work is being resumed, and the Developer shall in that case convene the meeting described in Subsection 5.3.2.
- 5.4.3 If construction of the Works has not been commenced within twelve (12) months after the approval of the Plans and Specifications, or if after commencement, work is interrupted for a period exceeding twelve (12) months and prior approval for such interruption of work has not been obtained from the Township Engineer, the Township Engineer may revoke the Township's approval of the Plans and Specifications. In the event of the revocation of such approval, the Township

Engineer may require the resubmission of Plans and Specifications in accordance with the then current standards and requirements of the Township and other governmental agencies or authorities, as well as the execution of an updated Pre-Servicing Agreement.

- 5.4.4 The Developer shall notify in writing adjacent property owners, and those property owners along the haul route used for importing and exporting of topsoil or fill from the site to the nearest major intersection, at least forty-eight (48) hours prior to the commencement of the Works.

5.5 **Soil Conditions**

- 5.5.1 The Township approvals do not verify or confirm the adequacy of soil conditions including soil contamination and the Developer shall indemnify and save the Township harmless from all actions or claims relating to soil and groundwater conditions on the Lands, in accordance with Section 4.7.

- 5.5.2 The Developer shall remove from the Lands any material determined to be hazardous by and to the satisfaction of the Township and the Ministry of the Environment, Conservation and Parks, prior to commencement of construction of any Works unless otherwise permitted by the Township Engineer.

- 5.5.3 The Developer shall provide soil analysis reports prepared by a competent person (O. Reg. 153/04 as amended) to demonstrate that any imported soil meets the standard required by the Township, at its sole and absolute discretion (O. Reg. 153/04 Table 1 criteria.)

5.6 **Additional Works**

If at any time during construction of the Works the Township Engineer is of the opinion that Additional Works are required to adequately provide for any of the Works referred to, or to provide for the best interest of the Township and its inhabitants, the Developer shall construct such Additional Works as the Township Engineer in writing directs. All Additional Works shall be constructed by the Developer in the same manner as if the same had been Works or Special Works, and without limiting the generality of the foregoing, such Additional Works shall be designed by the Developer's Consulting Engineer at the Developer's expense in accordance with criteria and standards set by the Township Engineer and the design and construction of such Additional Works shall be subject to the approval of the Township Engineer, provided however the completion of Additional Works shall be on or before a date to be specified by the Township Engineer, and shall in any event be completed expeditiously.

## 5.7 **Inspection of Construction of Works**

- 5.7.1 The Developer's Consulting Engineer, on behalf of the Developer, is responsible for seeing that the Works are completed in accordance with the Township Standards and the approved engineering drawings, and in order to fulfill this obligation the Developer's Consulting Engineer shall provide inspection on a continuous basis as deemed necessary to provide certification of the earthworks. The amount of inspection is dependent upon the type of construction, however, any reduction in the level of inspection by the Developer's Consulting Engineer must receive written acceptance by the Township prior to the reduction occurring.
- 5.7.2 The Township will make regular site inspections as it deems necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the approved Plans and specifications and Township Standards. If in the opinion of the Township continuous inspection is not being provided or construction is not satisfactory the Township may:
- (a) arrange for full-time inspection at the expense of the Developer; or
  - (b) issue a stop work order to the Developer, the Developer's Consulting Engineer, and any subcontractors working on the lands.
- 5.7.3 If the Township arranges for full-time inspection this will not in any way relieve the Developer from its separate responsibilities to provide continuous site inspection by the Developer's Consulting Engineer. A copy of this clause must be delivered by the Developer to each and every contractor engaged for construction of the Works.
- 5.7.4 Notwithstanding any acceptance of the Plans and Specifications given by the Township, neither the Township nor Township Engineer will be responsible for the Plans and Specifications. The Developer shall be responsible for the soundness of the engineering design and for ensuring that the Works required to be done will function as intended and contemplated and will be compatible with the final approved subdivision services.
- 5.7.5 If the Developer covers or permits to be covered work that has been designated for special tests, inspections, or approvals by the Township Engineer before such special tests, inspections or approvals have been made, given or completed, the Developer shall, if so directed by the Township Engineer, uncover such work, have the inspection or test satisfactorily completed and make good such work at the Developer's expense. The Township Engineer may order any part or parts of the Works to be specially examined should he believe that such work is not in accordance with the requirements of this Agreement.

If, upon examination such work is in the opinion of the Township Engineer found not in accordance with the requirements of this Agreement, the Developer shall correct such work and regardless of any finding as aforesaid the Developer shall pay all expenses in connection with the provisions of this clause.

## 5.8 **Work Hours**

5.8.1 All work on the Lands will be performed during the permitted hours pursuant to the Township's Noise Control By-law, and in the absence of such regulation, between the hours of 7 a.m. to 6 p.m. from Monday to Friday excluding statutory holidays.

5.8.2 Work on the Lands will be prohibited outside of these hours without prior written approval from the Township Engineer.

## 5.9 **Signage**

5.9.1 All roads on the Lands are private roads and the Township is under no obligation to assume or maintain these roads. Accordingly, the Developer shall construct, at its expense, signs at each access point to the Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres. The signboard must be half inch Crezon mounted on 150 mm square pressure treated wooden posts. The Lettering is to be black on a white background with the size of the lettering filling the signboard.

5.9.2 The signs cannot be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place.

5.9.3 The signs shall include the name of the developer's Consulting Engineer and a contact telephone number for the Developer's Consulting Engineer.

5.9.4 Without limiting the generality of Section 5.9, all signage erected by the Developer shall comply with the provisions of the Township's Sign By-law.

## 5.10 **Services**

5.10.1 The Developer shall construct the Works and Special Works described in this Agreement, together with all Additional Works required to be constructed in conjunction therewith, or in addition thereto, as may be determined by the Township Engineer in accordance with the provisions hereof, and in compliance with all Laws, it being understood and agreed that the Works and Special Works enumerated or referred to in this Agreement or the Schedules thereto shall not be the only works required to be constructed by the Developer.

5.10.2 All of the requisite Works required by this Agreement in order to provide earthworks within the Plan pertain solely to the area within the limits of the Plan unless stated otherwise, and the Works cannot be extended beyond the limits of the Plan for any reason, unless specified in this Agreement, or without the prior written approval of the Township.

5.11 **Access**

The Developer shall permit unrestricted access to the lands to the Township and its agents and to the various authorities involved with approval of the Plan and construction of services for the purpose of inspection of the construction activities and Works.

5.12 **Roads**

No work will be carried out on any unopened original road allowances, unassumed roads dedicated on plans of subdivision or any assumed Township roads, no will any services be connected on any of the above types of roads without the written approval of the Township.

5.13 **Access Roads**

5.13.1 The Township reserves the right to designate points of ingress and egress to the Lands for any purpose whatsoever until final acceptance.

5.13.2 All access roads on the Lands are to be maintained by the Developer in good repair at all times to the satisfaction of the Township.

5.13.3 If the Developer has not taken remedial actions within twenty-four (24) hours of receiving a written notification from the Township regarding the maintenance of the public roadways, or the requirements to keep access roads in good repair, then the Township may employ outside forces, at the Developer's expense, to take appropriate actions to ensure the roads are maintained in good repair.

5.14 **Road Closures**

5.14.1 No roadway outside the limits of the Plan may be closed without the written consent of the Township.

5.14.2 Where written consent of the Township is requested pursuant to this Section, the Developer shall advise the Township of the date and time it wishes to close a roadway and apply for and obtain a Road Occupancy Permit, which may be issued at the Township's discretion.

## 5.15 **Damage and Rectification**

- 5.15.1 The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance as a result of the development of each Plan and shall pay for any cost involved in the relocation of the existing service, such as hydrants, telephone poles, etc., which become necessary because of the development of the Lands.
- 5.15.2 The Developer shall ensure that the Developer's Consulting Engineer arranges for an inspection with Township staff for the purpose of compiling an inventory of existing conditions prior to work on the Plan. Failing completion of this inventory, Township staff's assessment of conditions prior to construction will be final.
- 5.15.3 In the event the Developer has commenced work on the works and any of the Works fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and in the sole opinion of the Township Engineer, rectification or action is required to prevent damage or hardship to persons or property, the Developer shall, upon the written instructions of the Township Engineer, do all acts and things as are required by the Township Engineer to rectify the condition. In the event the condition as aforesaid is an emergency, or immediate rectification is required, then the Township may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Developer, and the Developer shall reimburse the Township for any and all expenses incurred, whether directly or indirectly by the Township, in connection with the same.
- 5.15.4 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act of commission or omission of the Developer, and whether incorporated in the Works or not, which has been rejected by the Township Engineer as failing to conform with the intent of this Agreement or the standards of the Township, shall be removed promptly and replaced or repaired promptly in accordance with the direction of the Township Engineer.

## 5.16 **Other Lands**

No work will be carried out on lands not owned by the Developer without the written consent of the owner to be filed with and approved by the Township. The Developer agrees to take any and all necessary steps and remedial actions, to the satisfaction of the Township, to minimize any potential external impacts on local residents or businesses that may result from the construction of the Works including, but not limited to siltation and erosion control, storm water flows, mud and dust, and hydrogeological impacts, including adverse impacts on local wells.

## 5.17 **Siltation and Erosion Control**

- 5.17.1 The Developer shall provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, the Nottawasaga Valley Conservation Authority (“NVCA”) and the Ministry of Natural Resources.
- 5.17.2 The Developer shall take any and all necessary steps, to the satisfaction of the Township, to ensure that storm water flows and sediment wash-off are controlled to the extent that downstream lands and waterways are protected from nuisance and/or damage.
- 5.17.3 The Developer shall upon request of the Township Engineer, take such erosion control measures and construct such erosion control works as the Township Engineer may in writing direct. Such erosion control measures may, without limiting the generality of the foregoing, include:
- (a) temporary sodding or seeding;
  - (b) temporary grading measures;
  - (c) use of barriers, fencing and embankments;
  - (d) permanent planting, seeding, or sodding;
  - (e) use of rip-rap or other similar methods
  - (f) construction of culverts, drains and spillways; and
  - (g) sedimentation ponds, retention ponds, detention ponds, or siltation ponds.

## 5.18 **Tidy Condition of the Lands**

- 5.18.1 The Developer shall maintain the Lands in a tidy condition and free from the accumulation of refuse and debris and shall cut all grasses and weeds at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height.
- 5.18.2 Any construction refuse and debris stored on the Land must be maintained in an orderly and sanitary fashion.
- 5.18.3 Prior to the completion of the development and at other intervals as directed by Township staff due to accumulation of refuse and debris, proximity to the public, safety or any other reason, the Developer shall have all refuse and debris stored on the Lands properly disposed of off-site in compliance with all applicable legislation and municipal by-laws.

5.18.4 The Township is not responsible for the removal or disposal of refuse and debris.

5.18.5 No refuse or debris is to be deposited or buried on areas of the Plan.

5.18.6 If the Developer has not taken remedial action within twenty-four (24) hours of receiving a written notification from Township staff regarding the requirement to dispose of refuse or debris off-site, the Township may employ forces, at the Developer's expense, to implement suitable measures to properly dispose of the refuse or debris.

5.18.7 When all work is substantially performed pursuant to this Agreement, the Developer shall remove surplus products, tools, construction machinery, equipment, refuse, and debris from the Lands, including any refuse and debris on the Lands caused by third parties. Notwithstanding the presence of successors in title to the Developer or third parties on the Lands, the Developer shall at all times continue to be responsible for maintaining the Lands in a tidy condition and free from the accumulation of refuse and debris, and the Developer shall remove or cause the removal of any refuse or debris from the lands and Works or cut grasses and when requested to do so in writing by the Township Engineer.

#### 5.19 **Dust and Mud Control**

5.19.1 The Developer shall provide dust and mud control to the satisfaction of the Township in order to prevent any dust and/or mud problem to traffic, home occupants and/or roads.

5.19.2 The Developer's obligation with regard to dust and mud control applies to both roads within the Plan and roads external to the Plan.

5.19.3 If the Developer has not taken remedial actions within forty-eight (48) hours of receiving a written notification from the Township regarding a dust or mud control problem related to the development, whether internal or external to the Plan then the Township may employ outside forces to implement suitable measures of dust and mud control at the Developer's expense.

#### 5.20 **Preservation of Trees**

5.20.1 Prior to any tree removal, the Developer must obtain any permits or exemptions required by the County, NVCA or the Township pursuant to the by-laws of the County, NVCA or the Township.

5.20.2 The Developer acknowledges and agrees that, in the event that exterior and/or ten (10) metre buffer trees are cut down or damaged willfully or otherwise without permission of the Township, those trees shall be replaced with trees of equal or greater value before any further approval will be provided for this development.

## 5.21 **Re-Vegetation**

5.21.1 Removal of vegetation, grading and soil compaction shall be kept to the minimum necessary to construct the Works. Removal of vegetation shall not occur more than thirty (30) days prior to grading or construction.

5.21.2 If any portion of the Lands have been stripped of topsoil and no construction occurs, or is expected to occur, thereon for a period of one (1) year, the Township, at its sole and absolute discretion, may require the Developer to (i) apply topsoil, seed and re-vegetate the area and (ii) produce a report from a qualified professional demonstrating that no adverse effects on surrounding lands, drainage or water courses has or is likely to occur.

5.21.3 If the Developer has not taken remedial actions within forty-eight (48) hours of receiving a written notification from the Township regarding the need to re-vegetate the area, then the Township may implement, appropriate actions to apply the topsoil and seed the area as deemed appropriate by the Township at the Developer's expense.

## **SECTION 6 – GENERAL**

### 6.1 **Covenants**

All obligations contained in this Agreement, although not expressed to be covenants, are deemed to be covenants.

### 6.2 **Performance of Covenants**

Any action taken by the Township, or on its behalf pursuant to this Agreement, is in addition to, and without prejudice to any Security or other guarantee given, on behalf of the Developer, for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder.

### 6.3 **No Duress**

The Developer acknowledges and agrees that the Developer is under no economic duress or any other form of duress in entering into this Agreement.

### 6.4 **No Fettering of Discretion**

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement, including a provision stating the parties' intention, is intended to operate, nor will have the effect of operating, in any way to fetter either the Township's Council which authorized the execution of this Agreement or any of its successor Councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

6.5 **Agreement Not To Be Called Into Question**

6.5.1 The Developer will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce this Agreement.

6.5.2 The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of Section 51 of the *Planning Act*, interpreted to the contrary.

6.6 **Extension of Time**

Time shall at all times be of the essence in this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both parties, but no such extension of time will operate or be deemed to operate as an extension of any other time limit. Time will remain of the essence in this Agreement notwithstanding any extension of any time limit.

6.7 **Severability**

If any of the provisions of this Agreement or the application thereof to any person or circumstances are found by a court of competent jurisdiction to be unenforceable to any extent, the remainder of this agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.8 **Governing Law**

This Agreement is made pursuant to and will be governed by and construed in accordance with the laws of the Province of Ontario and will be treated in all respects as an Ontario contract.

6.9 **Other Applicable Laws**

Nothing in this Agreement will relieve the Developer from compliance with all applicable by-laws, laws and regulations established by the Township or any other governmental body which has jurisdiction over the Lands.

6.10 **County Approval**

Where applicable, and notwithstanding anything else herein contained, the Developer shall obtain such additional approvals as may be required to be obtained from the county, and until such approvals have been obtained, the Developer shall not commence construction of any Works requiring such approval, nor shall the Township be required to issue any building permits or occupancy certificates until such approvals have been obtained.

#### 6.11 **Successors and Assigns**

Subject to the restrictions on assignment hereof by the Developer, this Agreement shall remain on title and will be enforceable by and against the parties, and shall endure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto. If a party hereto is an individual, this Agreement shall further be binding upon the respective heirs, executors, legal representatives and administrators of such individual.

“Successors and assigns” shall include and successor in title to the Developer as if such successor in title had entered into this Agreement in the place and stead of the developer pursuant to the terms of this agreement. For greater certainty, it is intended that the obligations of the Developer shall also be binding upon all of the successors in title to the Developer of the Lands save and except any Lands conveyed to the Township, but no conveyance to any successor in title shall relieve the Developer of its obligations pursuant to this Agreement, except as permitted by Subsection 2.17.2.

#### 6.12 **Counterparts**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

#### 6.13 **Further Assurances**

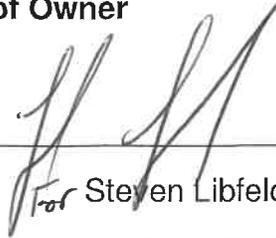
The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party hereto shall provide such further documents or instruments required by the other party as may reasonably be necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

This Agreement is executed as of the date first written above.

**SIGNED, SEALED AND  
DELIVERED**

)  
)  
)  
)

**Name of Owner**



Name: *For* Steven Libfeld

Title: Acting Signing Officer

I have authority to bind the Corporation

Authorized by ~~Delegated~~

Authority By law 199-2021  
Resolution

)  
)  
)  
)  
)  
)  
)  
)

Township of Adjala-Tosorontio



Mayor *per chair, Scott Anderson*  
*Res #198-2021*

  
*per* Clerk *Dianne Gould-Brown*

## SCHEDULE "A"

### DESCRIPTION OF THE LANDS

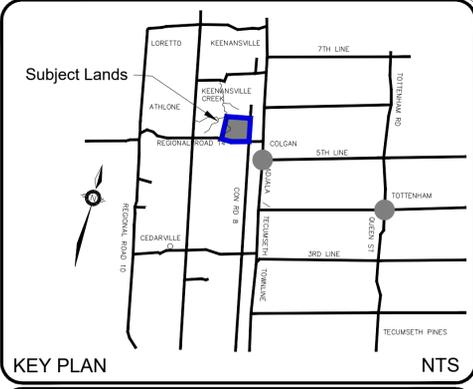
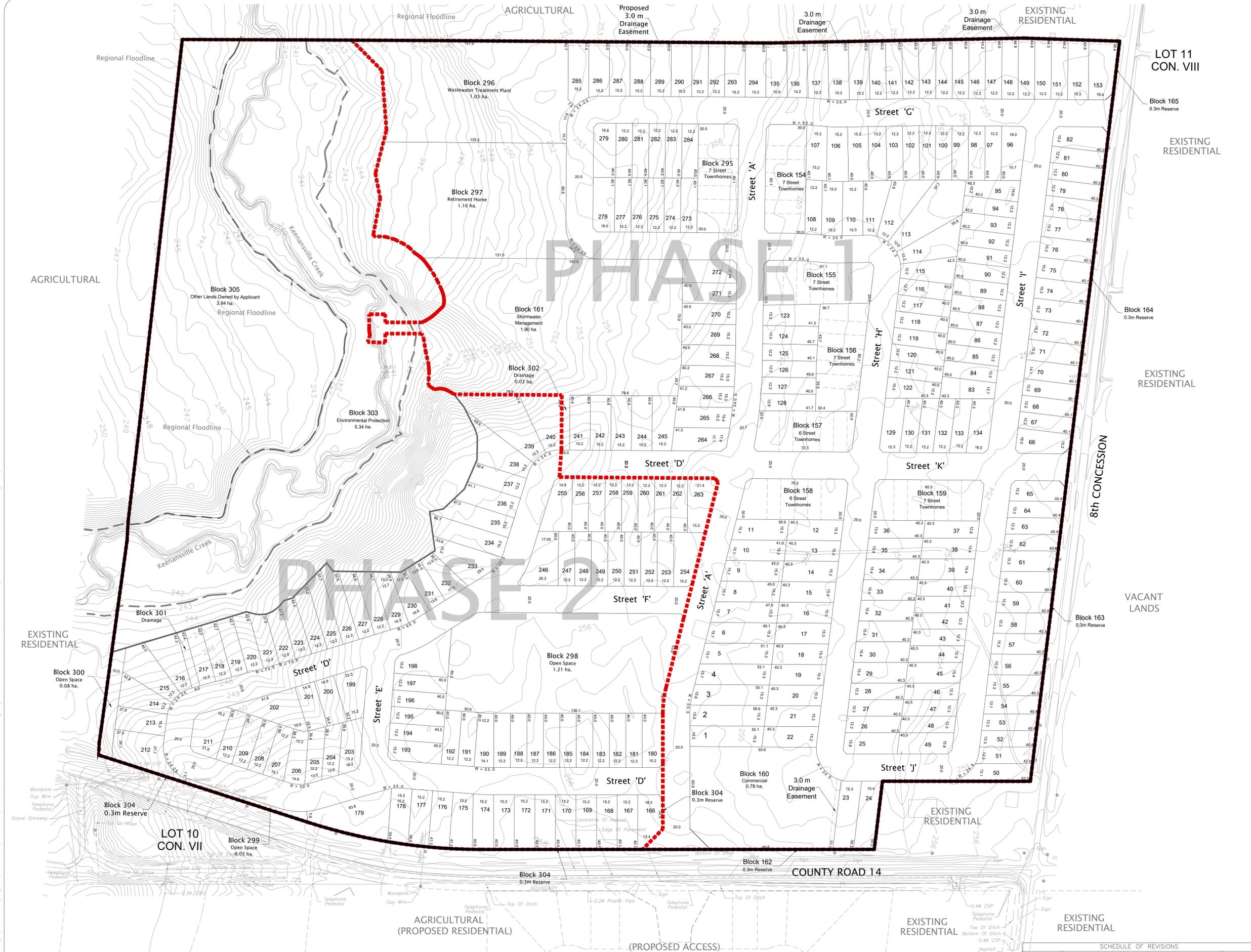
Part of Lot 11, Concession 7  
Former in the Township of Adjala  
Now in the Township of Adjala-Tosorontio  
County of Simcoe

## **SCHEDULE “B”**

### **DRAFT PLAN and DESCRIPTION OF WORKS**

The works to be constructed include:

- Installation of the sediment control fence
- Installation of mud mats and culverts at the construction entrances on County Road 14
- Install tree protection fencing
- Strip existing topsoil and export offsite for Phase 1 with some topsoil to be stockpiled on-site
- Cut/fill insitu material for Phase 1
- Installation of rock check dams and interceptor swales
- Installation of temporary silt ponds
- Excavate and shape SWM pond to pre-grade elevations
- Import required fill for Phase 1 to pre-grade elevations, stockpiling fill if required
- Strip topsoil for Phase 2 areas and stockpile on site
- Cut/fill insitu material for Phase 2
- Import required fill for Phase 2 to pre-grade elevations, stockpiling fill if required



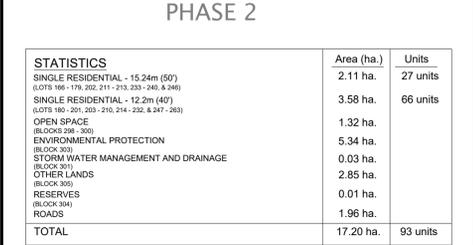
**Draft Plan of Subdivision**  
 Part of Lot 11, Concession 7  
 Former in the Township of Adjala,  
 Now in the  
**Township of Adjala-Tosorontio**  
 County of Simcoe  
 2021

**PHASE 1**

STATISTICS	Area (ha.)	Units
SINGLE RESIDENTIAL - 15.24m (50') (LOTS 1 - 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 305)	5.41 ha.	84 units
SINGLE RESIDENTIAL - 12.2m (40') (LOTS 25 - 28, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303)	5.61 ha.	105 units
BUNGALOW TOWNHOMES (BLOCKS 154 - 159 & 290)	1.69 ha.	47 units
RETIREMENT HOME BLOCK (170 beds) (BLOCK 297)	1.16 ha.	
STORM WATER MANAGEMENT AND DRAINAGE (BLOCKS 301 & 302)	1.93 ha.	
WASTEWATER TREATMENT PLANT (BLOCK 296)	1.05 ha.	
COMMERCIAL (BLOCK 160)	0.78 ha.	
RESERVES/ COUNTY INTERSECTION LANDS (BLOCKS 162 - 165)	0.02 ha.	
ROADS	5.01 ha.	
<b>TOTAL</b>	<b>22.66 ha.</b>	<b>236 units</b>

**PHASE 2**

STATISTICS	Area (ha.)	Units
SINGLE RESIDENTIAL - 15.24m (50') (LOTS 166 - 176, 202, 211, 213, 233 - 240, & 246)	2.11 ha.	27 units
SINGLE RESIDENTIAL - 12.2m (40') (LOTS 160 - 201, 203, 210, 214, 232, & 247 - 263)	3.58 ha.	66 units
OPEN SPACE (BLOCK 300)	1.32 ha.	
ENVIRONMENTAL PROTECTION (BLOCK 303)	5.34 ha.	
STORM WATER MANAGEMENT AND DRAINAGE (BLOCK 299)	0.03 ha.	
OTHER LANDS (BLOCK 304)	2.85 ha.	
RESERVES (BLOCK 304)	0.01 ha.	
ROADS	1.96 ha.	
<b>TOTAL</b>	<b>17.20 ha.</b>	<b>93 units</b>



**COLGAN 2**  
**DRAFT PLAN OF SUBDIVISION**

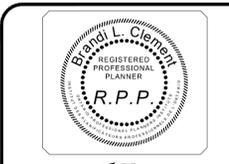
Date Issued: NOV. 26, 2010

Checked By: BC

Project No.: TRI-16092

Drawn By: m.c.r.

Drawing Name: TRI-16092-C2-DP6-21-03-24.dwg



**JONES CONSULTING GROUP LTD.**  
**PLANNERS & ENGINEERS**  
 228 Magnesian Drive East, Unit 1, Barrie, Ontario, L4N 6W5  
 Phone: 705-734-2538 Fax: 705-734-1056  
 www.jonesconsulting.com

SCHEDULE OF REVISIONS

DATE	DESCRIPTION	DRAWN
18.06.25	CREATION OF REDLINE REVISED DRAFT PLAN	m.c.r.
18.06.27	DAYLIGHTING UPDATED	m.c.r.
18.09.11	PHASE COLOUR PLAN CREATED	m.c.r.
18.10.18	APPROVED OPA 20	m.c.r.
21.01.14	MINOR CHANGE TO STAT TABLE (170 BEDS)	m.c.r.

**COLGAN 2**  
**TOWNSHIP OF ADJALA-TOSORONTIO**

DEVELOPMENT LIMIT NOTE:  
 GREATER OF REGIONAL FLOODLINE, MEANDER BELT LINE, SLOPE STABILITY LINE,  
 30M CREEK SETBACK, AND TOP OF BANK +6m (JAN. 6th, 2010).

G:\Planning Drawings\TRI-16092\Colgan2\Submittal\March2021\TRI-16092-C2-DP6-21-03-24.dwg Layout:DP Plotted:Mar 24, 2021 @ 9:50am by maricharda The Jones Consulting Group Ltd.

**SCHEDULE "C"**  
**ESTIMATED COST OF WORKS**



**TRIBUTE COLGAN 2 - DEVELOPMENT EARTHWORKS AGREEMENT**  
**SCHEDULE "B" - ESTIMATED VALUE OF WORKS**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL
<b>SITE PREPARATORY WORKS</b>					
A1	Supply & Install Sediment & Erosion Controls				
	a) Heavy Duty Silt Fence (Double Row)	2750	m	\$ 35.00	\$ 96,250.00
	b) Heavy Duty Silt Fence (Single Row)	1110	m	\$ 20.00	\$ 22,200.00
	c) Stone Mud Mat	1	LS	\$ 7,500.00	\$ 7,500.00
	d) Rock Check Dams	2	ea	\$ 500.00	\$ 1,000.00
	e) Filtrexx Siltsoxx Checkdam	3	ea	\$ 500.00	\$ 1,500.00
	f) Turbidity Curtain (OPSD 219.260/261)	1	LS	\$ 5,000.00	\$ 5,000.00
A2	Fine Grading of Interceptor Swale c/w Erosion Mats, topsoil and seed	2275	m	\$ 20.00	\$ 45,500.00
A3	Supply & Install 500mm Ø CSP Culvert	12.5	m	\$ 365.00	\$ 4,562.50
A4	Construct Sediment Basin c/w Hickenbottom Outlet in future SWM facility	1	LS	\$ 75,000.00	\$ 75,000.00
A5	Construct Sediment Traps (OPSD 219.220)	2	ea	\$ 7,500.00	\$ 15,000.00
				<b>Subtotal</b>	<b>\$ 273,512.50</b>
<b>EARTHWORKS</b>					
B1	Strip Topsoil				
	a) Stockpile On-site	50000	m³	\$ 2.50	\$ 125,000.00
	b) Disposal to a suitable off-site location	45000	m³	\$ 5.00	\$ 225,000.00
B2	Cut to fill of suitable native insitu material	216000	m³	\$ 3.50	\$ 756,000.00
B3	Supply, Place & Compact Engineered Fill Material	30000	m³	\$ 5.50	\$ 165,000.00
B4	Fine grading of SWM facility	20000	m²	\$ 1.50	\$ 30,000.00
				<b>Subtotal</b>	<b>\$ 1,301,000.00</b>

**SUMMARY OF ESTIMATED WORKS & COSTS**

SITE PREPARATORY WORKS	\$ 273,512.50
EARTHWORKS	\$ 1,301,000.00
ENGINEERING & CONTINGENCY (20%)	\$ 314,902.50
<b>TOTAL EARTHWORKS COST ESTIMATE</b>	<b>\$ 1,889,415.00</b>

Security Calculation per Agreement (10% of Total Costs)	<b>\$ 188,941.50</b>
Cost for Maintenance/Remediation of Constructed Works (110% of Estimate)	<b>\$ 374,517.00</b>
No Township Road Maintenance Security (See Schedule "E" Item No. 8 - Haul Routes)	

Project No.: 1000-4243

Date: 20-May-21



**TRIBUTE COLGAN 2 - DEVELOPMENT EARTHWORKS AGREEMENT  
MAINTENANCE/REMEDATION OF INSTALLED WORKS**

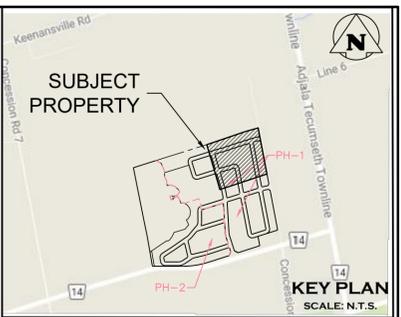
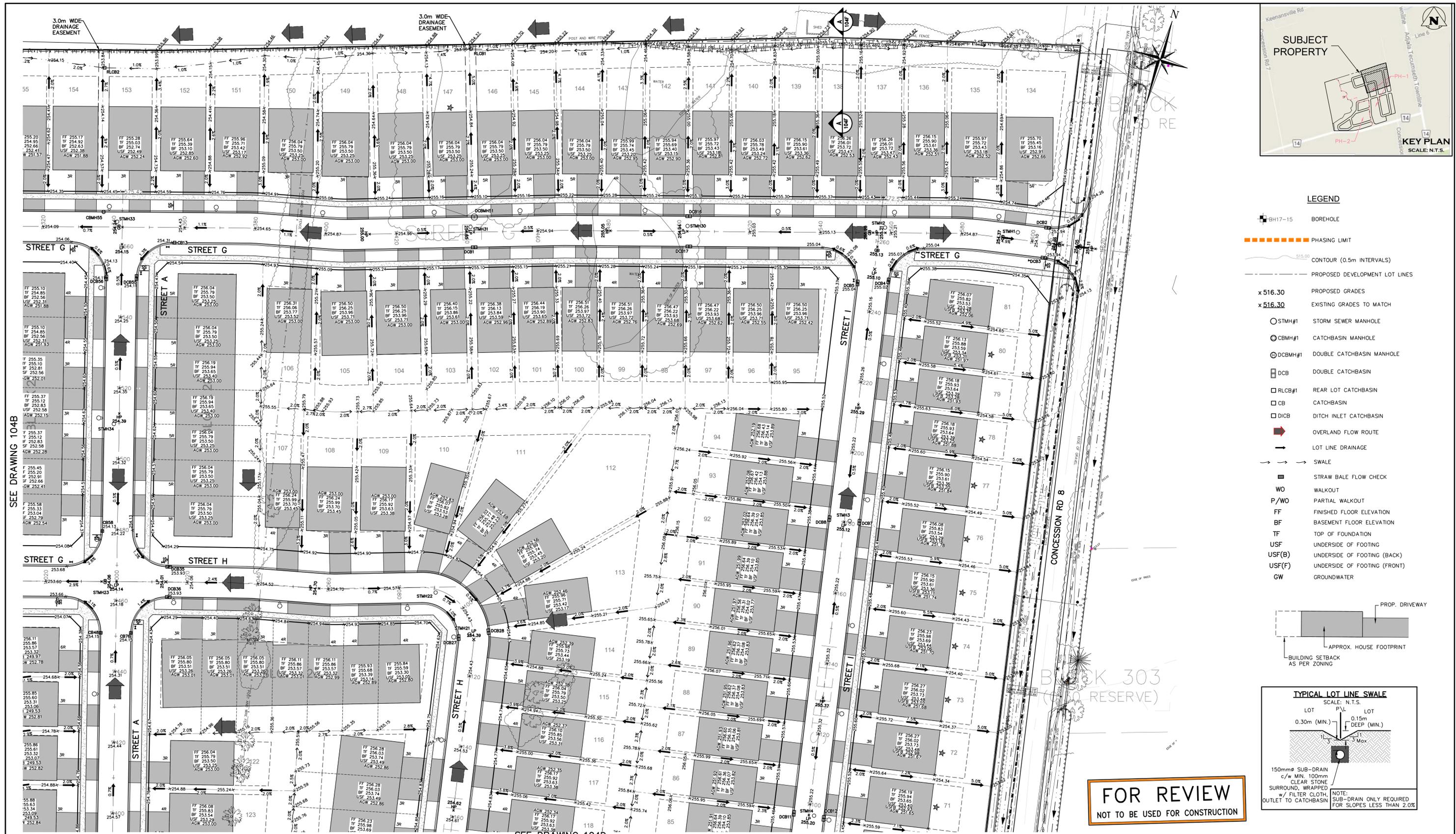
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	TOTAL
A1	Maintenance of In-place Sediment & Erosion Controls				
a)	Heavy Duty Silt Fence	3860	m	\$ 10.00	\$ 38,600.00
b)	Stone Mud Mat	1	LS	\$ 1,500.00	\$ 1,500.00
c)	Rock Check Dams	2	ea	\$ 150.00	\$ 300.00
d)	Filtrexx Siltsoxx Checkdam	3	ea	\$ 150.00	\$ 450.00
e)	Turbidity Curtain	1	LS	\$ 1,500.00	\$ 1,500.00
A2	Restoration of Interceptor Swale	2275	m	\$ 5.00	\$ 11,375.00
A3	Excavation of sediment traps & basin				
a)	Sediment Trap	2	ea	\$ 1,500.00	\$ 3,000.00
b)	Sediment Basin c/w Hickenbottom Outlet	1	ea	\$ 1,500.00	\$ 1,500.00
A4	Maintain CSP Culvert (flush and clean)	1	ea	\$ 500.00	\$ 500.00
A5	Restore Stockpiled Topsoil to Original Locations	50000	m <sup>2</sup>	\$ 2.50	\$ 125,000.00
A6	Hydroseed Topsoil	50000	m <sup>2</sup>	\$ 2.00	\$ 100,000.00
A7	Engineering & Contingency (20%)	1	L.S.	\$ 56,745.00	\$ 56,745.00
				<b>Subtotal</b>	<b>\$ 340,470.00</b>
<b>SUMMARY OF MAINTENANCE/REMEDATION COSTS</b>					
<b>TOTAL MAINTENANCE/REMEDATION COST ESTIMATE</b>					<b>\$ 340,470.00</b>

**SCHEDULE “D”**  
**PLANS AND SPECIFICATIONS**

Plans included in this agreement are:

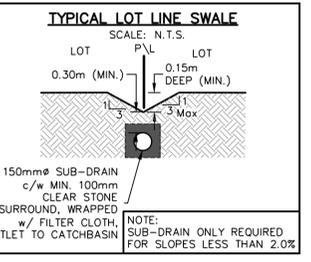
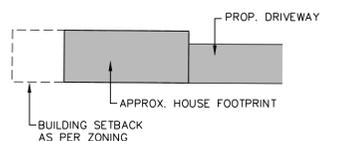
- Lot Grading Plans Phase 1
  - Site Grading plan (North East Part) – 104A – Revision Date 21 May 2021
  - Site Grading plan (North West Part) – 104B – Revision Date 21 May 2021
  - Site Grading plan (West Part) – 104C – Revision Date 21 May 2021
  - Site Grading plan (East Part) – 104D – Revision Date 21 May 2021
  - Site Grading plan (South East Part) – 104E – Revision Date 21 May 2021
- Lot Grading Plans Phase 2
  - Site Grading plan (West Central Part) – 124A – Revision Date 21 May 2021
  - Site Grading plan (South Part) – 124B – Revision Date 21 May 2021
  - Site Grading plan (South West Part) – 124C – Revision Date 21 May 2021
- Erosion & Sediment Control Plans
  - Erosion and Sediment Control plan – 110B – Revision Date 21 May 2021
- Stormwater Management Facility
  - Stormwater Management Facility – 109A – Revision Date 21 May 2021
  - Stormwater Management Facility – Section A-A – 109B – Revision Date 21 May 2021
  - Stormwater Management Facility – Sections B-B & Details – 109C – Revision Date 21 May 2021
- Cut/Fill Analysis Plans
  - Cut-fill plan – Thermographic view – 500 – Revision Date 21 May 2021
  - Cut-fill plan – numeric view - 501 – Revision Date 21 May 2021

The plans contained in this agreement are current. The final approved plans are to be used for construction and will replace the current plans in this agreement. No construction may be initiated under this agreement until written approval of the drawings included in this agreement has been provided by the Township.



**LEGEND**

- ⊕ B17-15 BOREHOLE
- PHASING LIMIT
- CONTOUR (0.5m INTERVALS)
- PROPOSED DEVELOPMENT LOT LINES
- x 516.30 PROPOSED GRADES
- x 516.30 EXISTING GRADES TO MATCH
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- CBMH#1 CATCHBASIN MANHOLE
- DCBMH#1 DOUBLE CATCHBASIN MANHOLE
- DCB DOUBLE CATCHBASIN
- RLCB#1 REAR LOT CATCHBASIN
- CB CATCHBASIN
- DICB DITCH INLET CATCHBASIN
- ➔ OVERLAND FLOW ROUTE
- ➔ LOT LINE DRAINAGE
- ➔ SWALE
- STRAW BALE FLOW CHECK
- WO WALKOUT
- P/WO PARTIAL WALKOUT
- FF FINISHED FLOOR ELEVATION
- BF BASEMENT FLOOR ELEVATION
- TF TOP OF FOUNDATION
- USF UNDERSIDE OF FOOTING
- USF(B) UNDERSIDE OF FOOTING (BACK)
- USF(F) UNDERSIDE OF FOOTING (FRONT)
- GW GROUNDWATER



**FOR REVIEW**  
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**BENCHMARKS**  
STATION # 00B19778430, ALSO KNOWN AS 778430  
ELEVATION: 248.877

LOCATION: STEEL ROD WITH BRASS CAP BENCH MARK ON SOUTH SIDE OF SIMCOE COUNTY ROAD 1, 4.4km EAST OF JCT OF HWY 50 AND SIMCOE COUNTY ROAD 1 AT LORETTO, 5.2km WEST OF POST OFFICE IN BEETON, 2.4km WEST OF SIMCOE COUNTY RD. 10 AND 14.8m SOUTH OF CENTERLINE OF SIMCOE COUNTY RD. 1.

BENCH MARK IS LOCATED 50.6m WEST OF CENTERLINE OF GRAVEL DRIVEWAY TO FARM OF MR. C. SLEZDZ, 30cm NORTH OF SOUTH RIGHT-OF-WAY FENCE LINE & 49CM EAST OF BLACK & YELLOW MARKER POST

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5	ISSUED FOR STM AND SWM ECA APPLICATION	05/14/2021
6	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021

J.C. KOUTROUBS  
2021/05/21  
PROVINCE OF ONTARIO

J.Y. WANG  
100178087  
2021/05/21  
PROVINCE OF ONTARIO

**TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA-TOSORONTO**

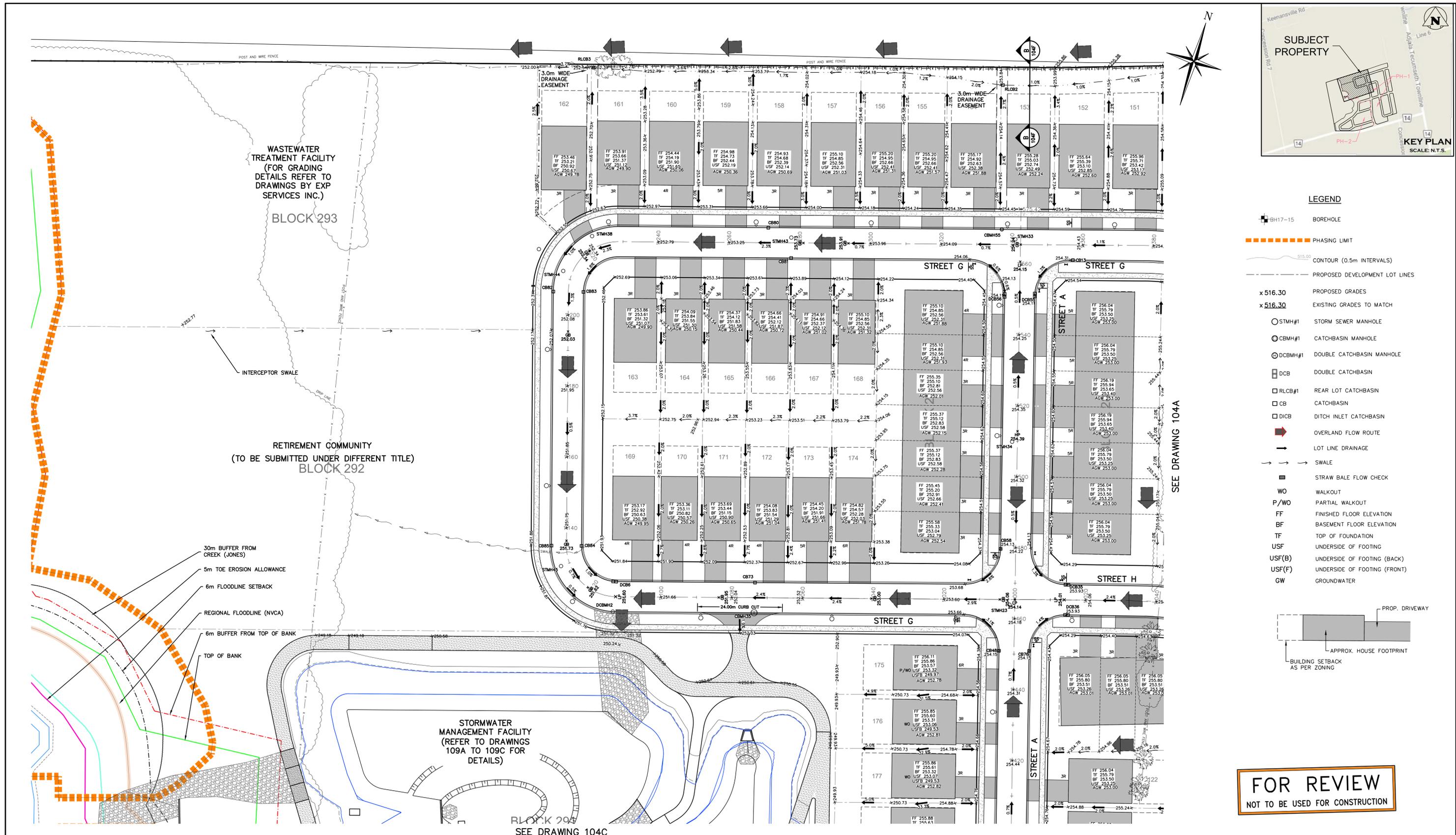
**SITE GRADING PLAN**  
**(NORTH EAST PART)**

**CROZIER**  
CONSULTING ENGINEERS

THE HARBOUREdge BUILDING,  
40 HURON STREET, SUITE 301,  
COLLINGWOOD, ON L9Y 4R3  
705-446-3510 T  
705-446-3520 F  
WWW.CFCROZIER.CA  
INFO@CFCROZIER.CA

Drawn By: L.W. Design By: J.K. Project: **1000-4243**

Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **104A**



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**BENCHMARKS**  
STATION # 00819778430, ALSO KNOWN AS 778430  
ELEVATION: 248.877

LOCATION: STEEL ROD WITH BRASS CAP BENCH MARK ON SOUTH SIDE OF SIMCOE COUNTY ROAD 1, 4.4km EAST OF JCT OF HWY 50 AND SIMCOE COUNTY ROAD 1 AT LORETO, 5.2km WEST OF POST OFFICE IN BEETON, 2.4km WEST OF SIMCOE COUNTY RD. 10 AND 14.8m SOUTH OF CENTERLINE OF SIMCOE COUNTY RD. 1.

BENCH MARK IS LOCATED 50.6m WEST OF CENTERLINE OF GRAVEL DRIVEWAY TO FARM OF MR. C.SLEDZ, 30cm NORTH OF SOUTH RIGHT-OF-WAY FENCE LINE & 49cm EAST OF BLACK & YELLOW MARKER POST

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6	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021

Engineer  
**J. G. KOUTROUBIS**  
LICENSED PROFESSIONAL ENGINEER  
PROVINCE OF ONTARIO  
2021/05/21

Engineer  
**J.Y. WANG**  
LICENSED PROFESSIONAL ENGINEER  
PROVINCE OF ONTARIO  
2021/05/21

Project  
**TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA-TSORONTIO**

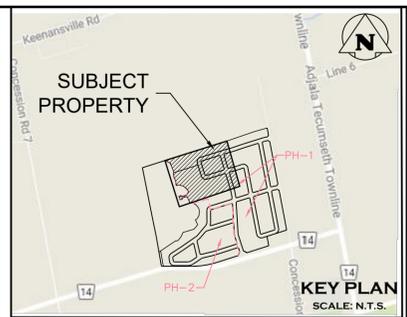
Drawing  
**SITE GRADING PLAN**  
**(NORTH WEST PART)**

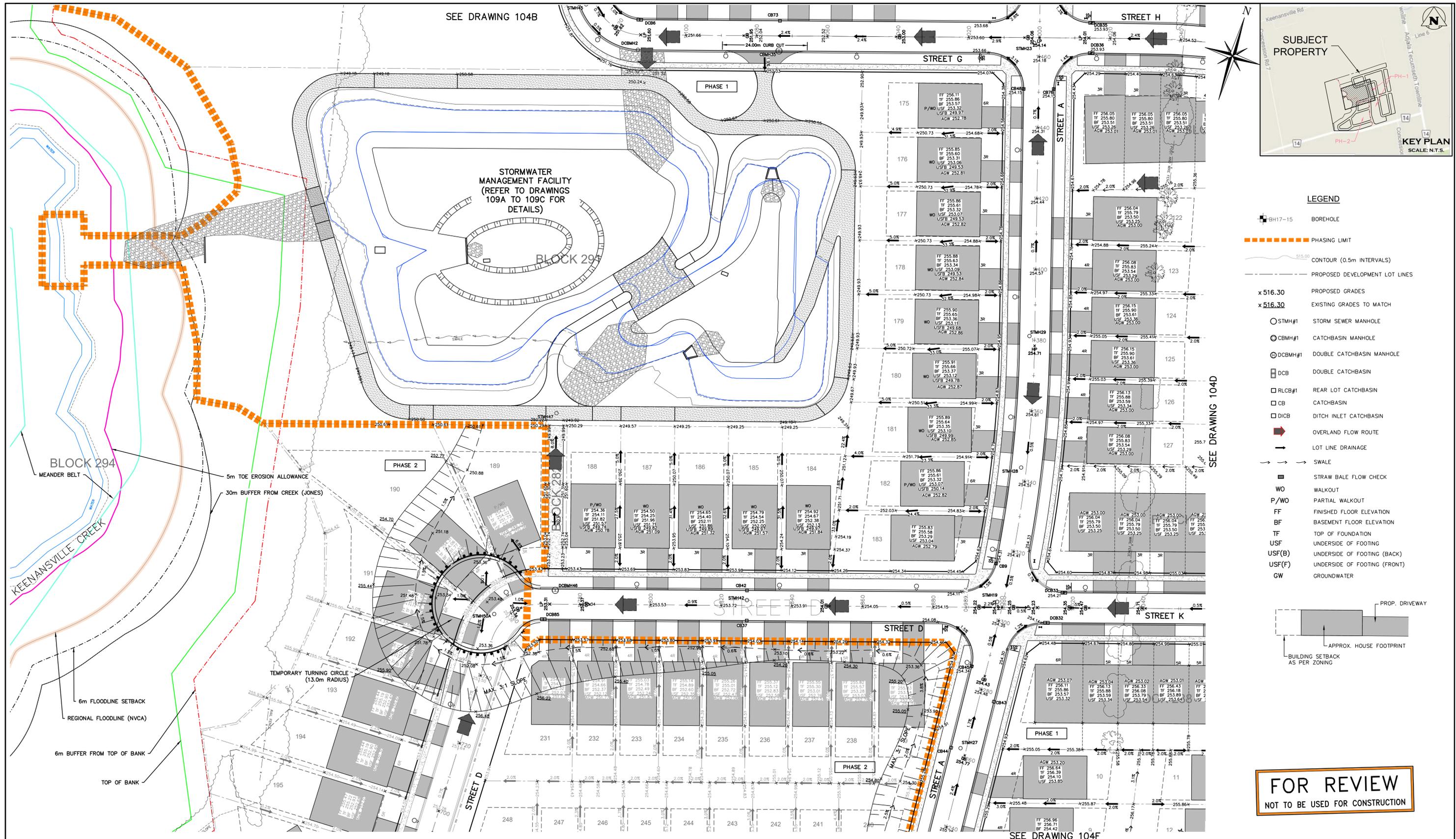
**CROZIER CONSULTING ENGINEERS**

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Drawn By: L.W. Design By: J.K. Project: **1000-4243**

Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **104B**





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**BENCHMARKS**  
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 ELEVATION: 248.877  
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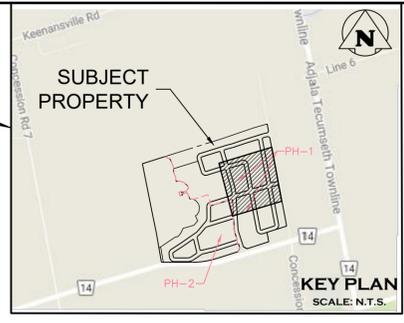
Project  
**TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA – TORONTO**

Drawing  
**SITE GRADING PLAN**  
**(WEST PART)**

**CROZIER**  
 CONSULTING ENGINEERS

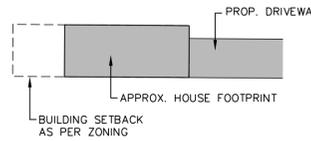
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Drawn By: L.W. Design By: J.K. Project: **1000-4243**  
 Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **104C**



**LEGEND**

- ◻ BH17-15 BOREHOLE
- PHASING LIMIT
- CONTOUR (0.5m INTERVALS)
- PROPOSED DEVELOPMENT LOT LINES
- x 516.30 PROPOSED GRADES
- x 516.30 EXISTING GRADES TO MATCH
- STMH#1 STORM SEWER MANHOLE
- CBMH#1 CATCHBASIN MANHOLE
- DCBMH#1 DOUBLE CATCHBASIN MANHOLE
- ▭ DCB DOUBLE CATCHBASIN
- ▭ RLCB#1 REAR LOT CATCHBASIN
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- ➔ OVERLAND FLOW ROUTE
- ➔ LOT LINE DRAINAGE
- ➔ SWALE
- ▭ STRAW BALE FLOW CHECK
- WO WALKOUT
- P/WO PARTIAL WALKOUT
- FF FINISHED FLOOR ELEVATION
- BF BASEMENT FLOOR ELEVATION
- TF TOP OF FOUNDATION
- UF UNDERSIDE OF FOOTING
- USF(B) UNDERSIDE OF FOOTING (BACK)
- USF(F) UNDERSIDE OF FOOTING (FRONT)
- GW GROUNDWATER



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5	ISSUED FOR STM AND SWM ECA APPLICATION	05/14/2021
6	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021

Professional Engineer  
J.C. KOUTROUBIS  
2021/05/21  
PROVINCE OF ONTARIO

Professional Engineer  
J.Y. WANG  
100178087  
2021/05/21  
PROVINCE OF ONTARIO

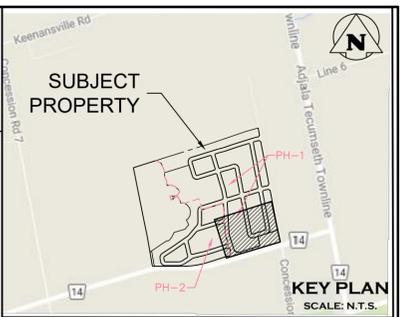
Project: **TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA-TOSORNTIO**

Drawing: **SITE GRADING PLAN (EAST PART)**

**CROZIER CONSULTING ENGINEERS**

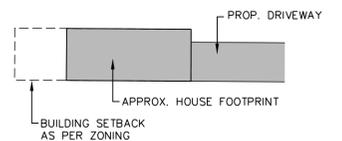
THE HARBOUREDGE BUILDING,  
40 HURON STREET, SUITE 301,  
COLLINGWOOD, ON L9Y 4R3  
705-446-3510 T  
705-446-3520 F  
WWW.CROZIER.CA  
INFO@CROZIER.CA

Drawn By: L.W. Design By: J.K. Project: **1000-4243**  
Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **104D**



**LEGEND**

- ◻ BH17-15 BOREHOLE
- PHASING LIMIT
- 515.00 CONTOUR (0.5m INTERVALS)
- PROPOSED DEVELOPMENT LOT LINES
- x 516.30 PROPOSED GRADES
- x 516.30 EXISTING GRADES TO MATCH
- STMH#1 STORM SEWER MANHOLE
- CBMH#1 CATCHBASIN MANHOLE
- DCBMH#1 DOUBLE CATCHBASIN MANHOLE
- ▭ DCB DOUBLE CATCHBASIN
- ▭ RLCB#1 REAR LOT CATCHBASIN
- ▭ CB CATCHBASIN
- ▭ DICB DITCH INLET CATCHBASIN
- ➔ OVERLAND FLOW ROUTE
- ➔ LOT LINE DRAINAGE
- ➔ SWALE
- ▭ STRAW BALE FLOW CHECK
- ▭ W/O WALKOUT
- ▭ P/WO PARTIAL WALKOUT
- FF FINISHED FLOOR ELEVATION
- BF BASEMENT FLOOR ELEVATION
- TF TOP OF FOUNDATION
- USF UNDERSIDE OF FOOTING
- USF(B) UNDERSIDE OF FOOTING (BACK)
- USF(F) UNDERSIDE OF FOOTING (FRONT)
- GW GROUNDWATER



**FOR REVIEW**  
NOT TO BE USED FOR CONSTRUCTION

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4. DO NOT SCALE THE DRAWINGS.  
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**BENCHMARKS**  
STATION # 00819778430, ALSO KNOWN AS 778430  
ELEVATION: 248.877  
LOCATION: STEEL ROD WITH BRASS CAP BENCH MARK ON SOUTH SIDE OF SIMCOE COUNTY ROAD 1, 4.4km EAST OF JCT OF HWY 50 AND SIMCOE COUNTY ROAD 1 AT LORETTO, 5.2km WEST OF POST OFFICE IN BEETON, 2.4km WEST OF SIMCOE COUNTY RD. 10 AND 14.8m SOUTH OF CENTERLINE OF SIMCOE COUNTY RD. 1.  
BENCH MARK IS LOCATED 50.6m WEST OF CENTERLINE OF GRAVEL DRIVEWAY TO FARM OF MR. C.SLEDZ, 30cm NORTH OF SOUTH RIGHT-OF-WAY FENCE LINE & 49cm EAST OF BLACK & YELLOW MARKER POST

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PROFESSIONAL ENGINEER  
**J.C. KOUTROUBIS**  
2021/05/21  
PROVINCE OF ONTARIO

PROFESSIONAL ENGINEER  
**J.Y. WANG**  
100178087  
2021/05/21  
PROVINCE OF ONTARIO

**TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA-TOSORONTO**

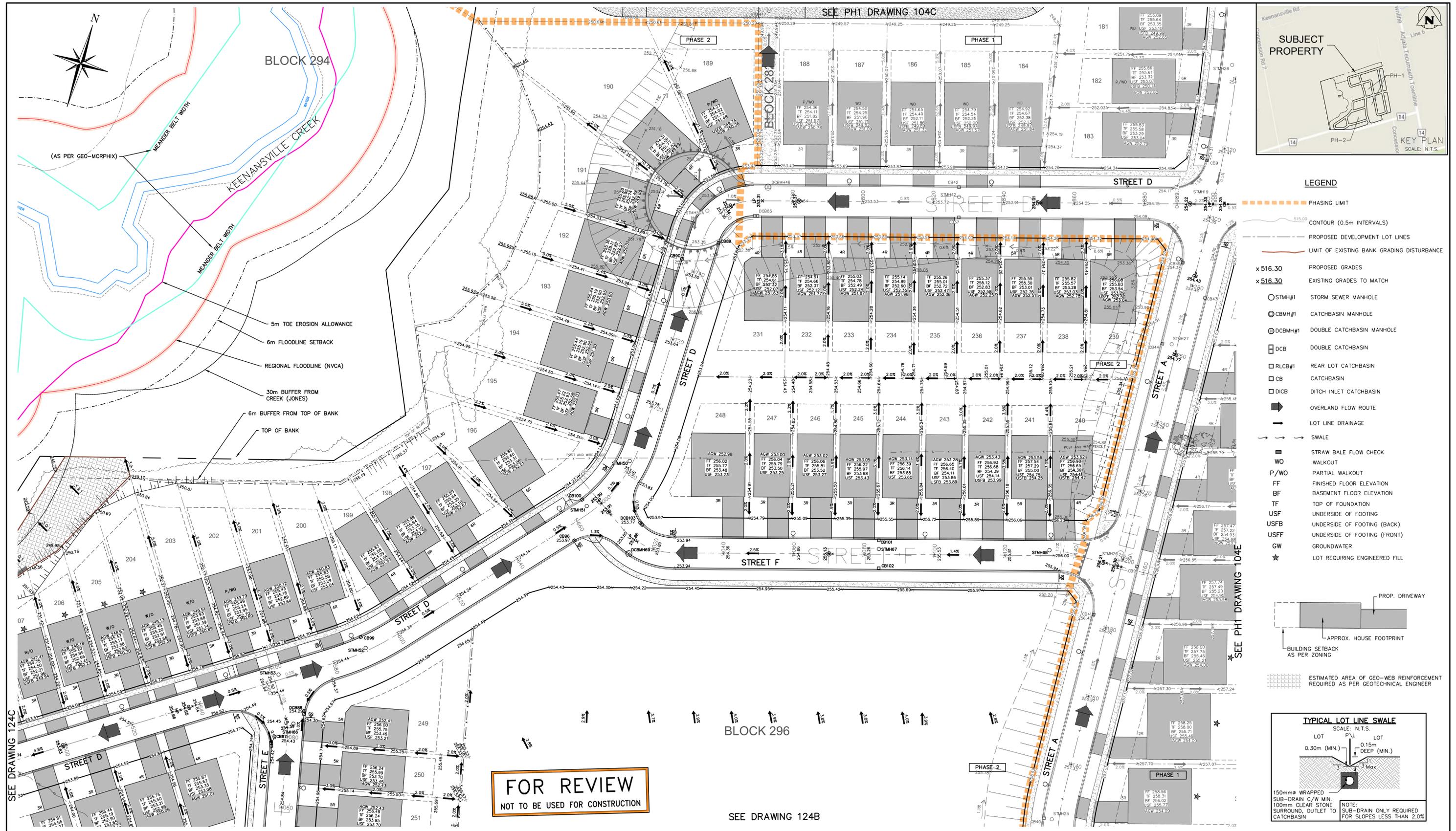
**SITE GRADING PLAN**  
**(SOUTH EAST PART)**

**CROZIER**  
CONSULTING ENGINEERS

THE HARBOUREDGE BUILDING,  
40 HURON STREET, SUITE 301,  
COLLINGWOOD, ON L9Y 4R3  
705-446-3510 T  
705-446-3520 F  
WWW.CFCROZIER.CA  
INFO@CFCROZIER.CA

Drawn By: L.W. Design By: J.K. Project: **1000-4243**

Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **104E**



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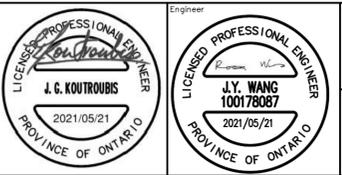
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DATE: MM/DD/YYYY

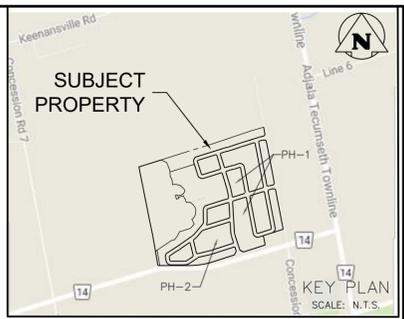
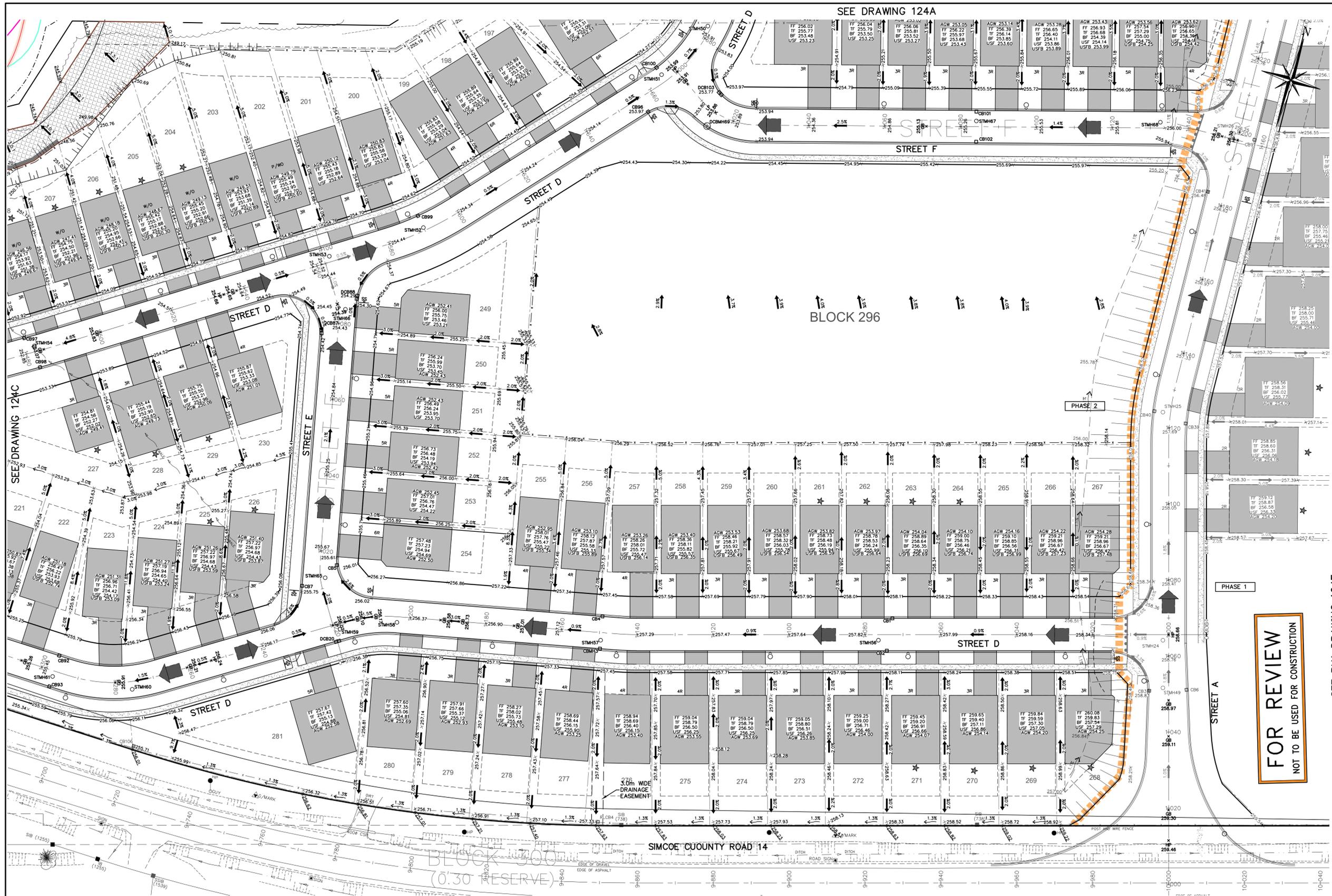


Project: **TRIBUTE COLGAN 2 – PHASE 2**  
**TOWNSHIP OF ADJALA-TOSORONTIO**

Drawing: **SITE GRADING PLAN (WEST CENTRAL PART)**

**CROZIER CONSULTING ENGINEERS**  
 The HarbourEdge Building,  
 40 Huron Street, Suite 301,  
 Collingwood, ON L9Y 4R3  
 705 446-3520 F  
 705 446-3520 T  
 www.crozier.ca  
 info@crozier.ca

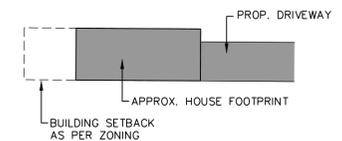
Drawn By: L.W. Design By: J.K. Project: **1000-4243**  
 Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **124A**



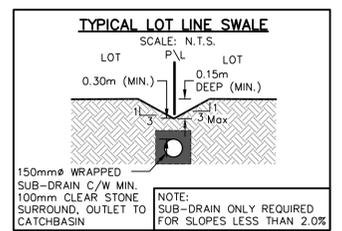
- LEGEND**
- PHASING LIMIT
  - CONTOUR (0.5m INTERVALS)
  - PROPOSED DEVELOPMENT LOT LINES
  - LIMIT OF EXISTING BANK GRADING DISTURBANCE
  - x 516.30 PROPOSED GRADES
  - x 516.30 EXISTING GRADES TO MATCH
  - STMH#1 STORM SEWER MANHOLE
  - CBMH#1 CATCHBASIN MANHOLE
  - DCBMH#1 DOUBLE CATCHBASIN MANHOLE
  - DCB DOUBLE CATCHBASIN
  - RLCB#1 REAR LOT CATCHBASIN
  - CB CATCHBASIN
  - DICB DITCH INLET CATCHBASIN
  - OVERLAND FLOW ROUTE
  - LOT LINE DRAINAGE
  - SWALE
  - STRAW BALE FLOW CHECK
  - W/O WALKOUT
  - P/WO PARTIAL WALKOUT
  - FF FINISHED FLOOR ELEVATION
  - BF BASEMENT FLOOR ELEVATION
  - TF TOP OF FOUNDATION
  - USF UNDERSIDE OF FOOTING
  - USFB UNDERSIDE OF FOOTING (BACK)
  - USFF UNDERSIDE OF FOOTING (FRONT)
  - GW GROUNDWATER
  - ★ LOT REQUIRING ENGINEERED FILL

**FOR REVIEW  
NOT TO BE USED FOR CONSTRUCTION**

SEE PH1 DRAWING 104E



ESTIMATED AREA OF GEO-WEB REINFORCEMENT REQUIRED AS PER GEOTECHNICAL ENGINEER



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**BENCHMARKS**  
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ELEVATION: 248.877  
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J.G. KOUTROUBIS  
2021/05/21

J.Y. WANG  
2021/05/21

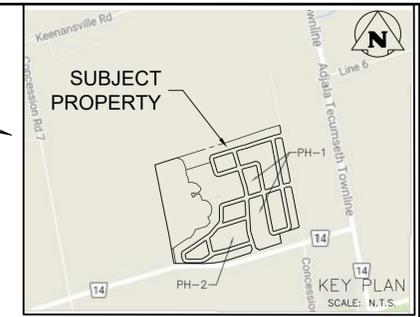
**TRIBUTE COLGAN 2 – PHASE 2  
TOWNSHIP OF ADJALA-TOSORONTIO**

**SITE GRADING PLAN (SOUTH PART)**

The HarbourEdge Building,  
40 Huron Street, Suite 301,  
Collingwood, ON L9Y 4R3  
705 446-3510 T  
705 446-3520 F  
www.crozier.ca  
info@crozier.ca

Drawn By: L.W. Design By: J.K. Project: **1000-4243**

Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **124B**

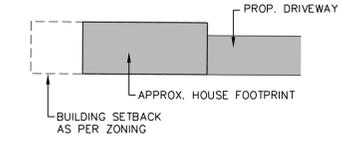


SEE DRAWING 124A

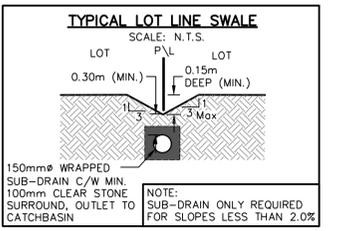
SEE DRAWING 124B

**LEGEND**

- PHASING LIMIT
- CONTOUR (0.5m INTERVALS)
- PROPOSED DEVELOPMENT LOT LINES
- LIMIT OF EXISTING BANK GRADING DISTURBANCE
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- x 516.30 EXISTING GRADES TO MATCH
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- ➔ SWALE
- STRAW BALE FLOW CHECK
- W/O WALKOUT
- P/WO PARTIAL WALKOUT
- FF FINISHED FLOOR ELEVATION
- BF BASEMENT FLOOR ELEVATION
- TF TOP OF FOUNDATION
- USF UNDERSIDE OF FOOTING
- USFB UNDERSIDE OF FOOTING (BACK)
- USFF UNDERSIDE OF FOOTING (FRONT)
- GW GROUNDWATER
- ★ LOT REQUIRING ENGINEERED FILL



ESTIMATED AREA OF GEO-WEB REINFORCEMENT REQUIRED AS PER GEOTECHNICAL ENGINEER



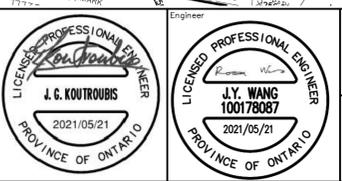
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**BENCHMARKS**  
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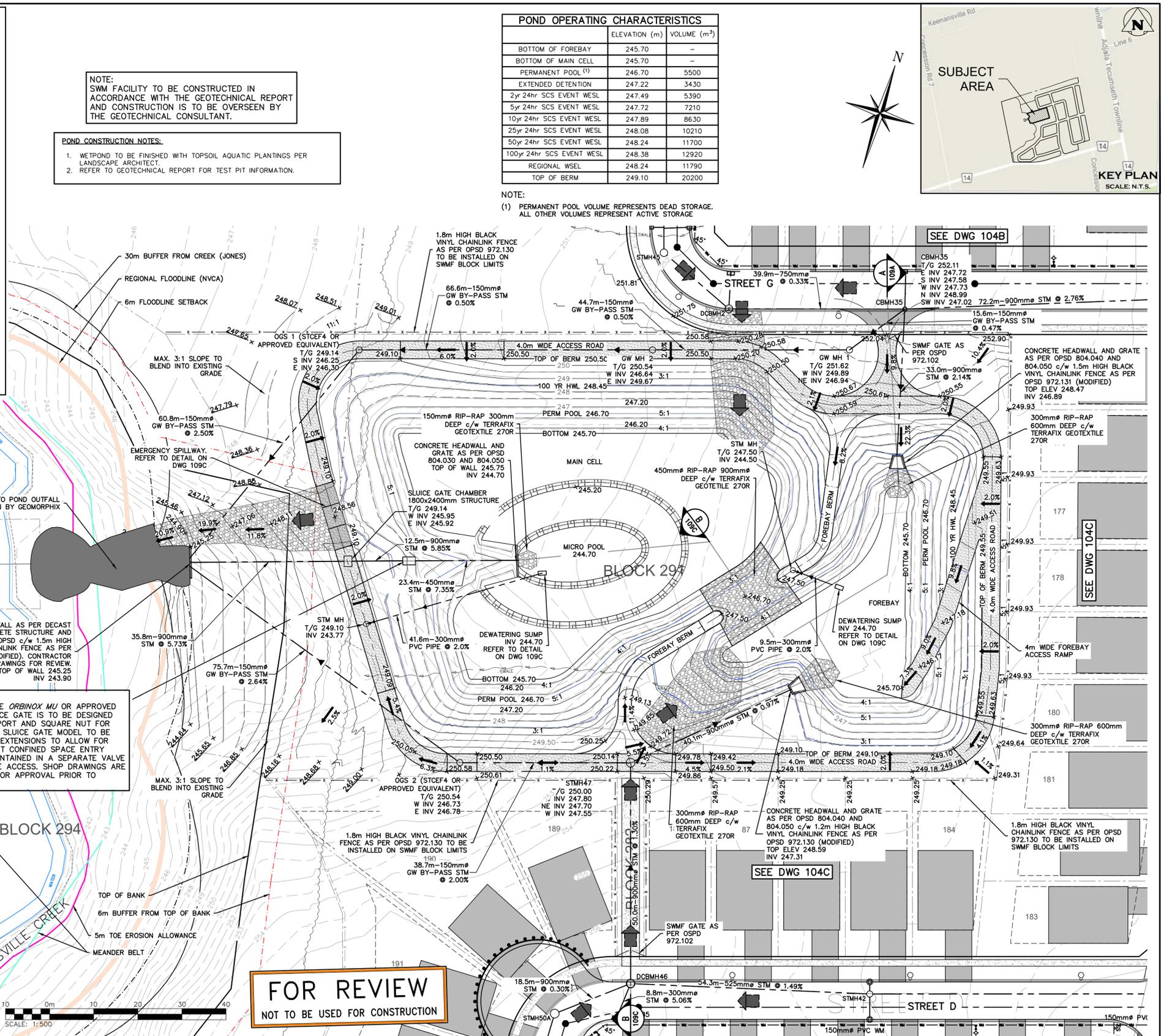
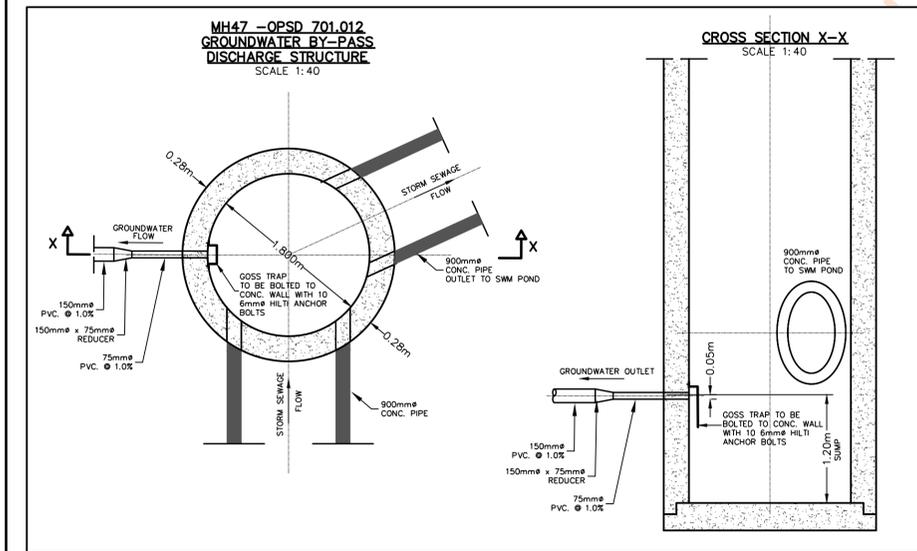
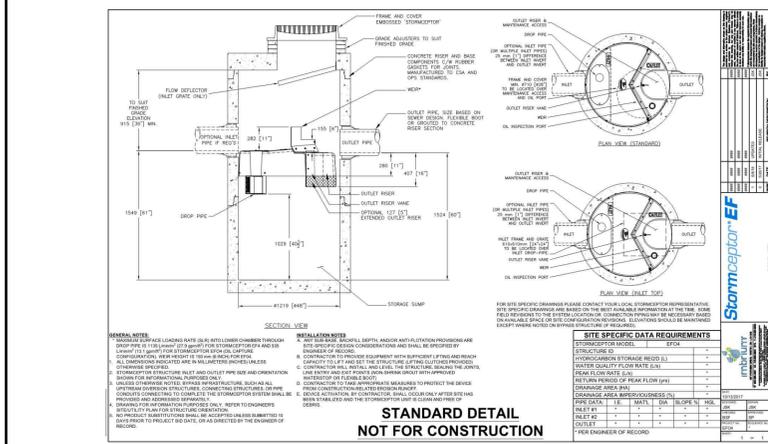
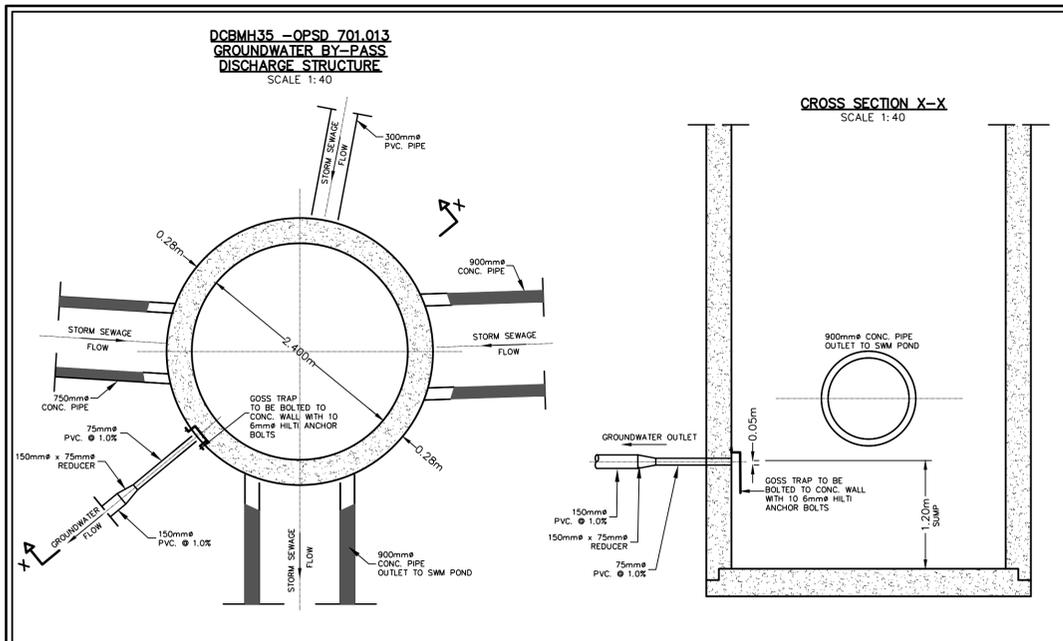
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Project: **TRIBUTE COLGAN 2 – PHASE 2**  
**TOWNSHIP OF ADJALA-TOSORONTIO**  
Drawing: **SITE GRADING PLAN (SOUTHWEST PART)**

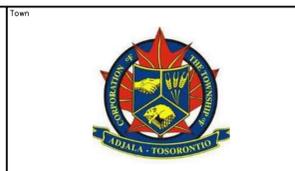
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705 446-3510 T  
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www.crozier.ca  
info@crozier.ca

Drawn By: L.W. Design By: J.K. Project: **1000-4243**  
Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: **124C**

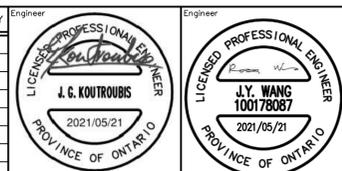


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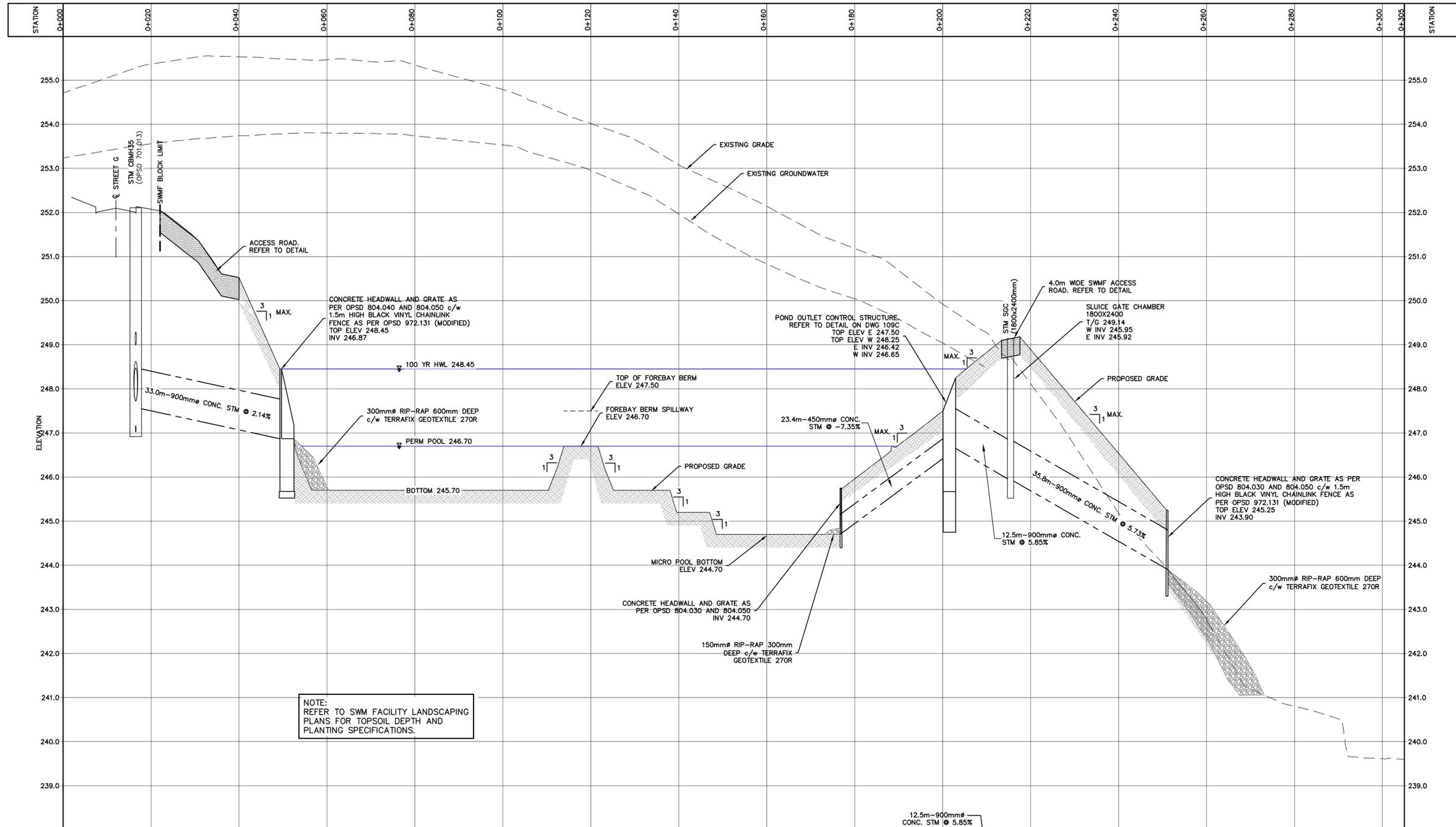


TRIBUTE COLGAN 2 - PHASE 1  
TOWNSHIP OF ADJALA-TOSORONTIO  
STORMWATER MANAGEMENT FACILITY

**CROZIER CONSULTING ENGINEERS**  
THE HARBOUREDGE BUILDING, 40 HURON STREET, SUITE 301, COLLINGWOOD, ON L9Y 4R3  
705 446-3510 T  
WWW.CFCROZIER.COM  
INFO@CFCROZIER.COM

Drawn By: L.W. Design By: J.K. Project: 1000-4243  
Check By: R.W. Check By: J.G.K. Scale: 1:500 Drawing: 109A

SECTION A-A  
SCALE: V = 1:50  
H = 1:500



NOTE:  
REFER TO SWM FACILITY LANDSCAPING  
PLANS FOR TOPSOIL DEPTH AND  
PLANTING SPECIFICATIONS.

STATION	EXISTING PROPOSED CENTERLINE	STORM INVERT
0+000	254.71	
0+020	255.36 252.07	CBMH35 T/G 252.11 E 247.72 S 247.58 N 248.99 SW 247.02 33.0m-900mm <sup>Ø</sup> CONC. STM @ 2.14%
0+040	255.53 250.92	HEADWALL TOP 248.48 S 246.87
0+060	255.46 245.70	
0+080	255.34 245.70	
0+100	254.70 245.70	
0+120	254.02 246.70	
0+140	253.08 245.20	
0+160	252.14 244.70	
0+180	251.18 245.96	HEADWALL TOP 247.45 SW 244.70
0+200	249.92 247.50	23.5m-450mm <sup>Ø</sup> CONC. STM @ -7.35%
0+220	248.12 248.88	OUTLET STRUCTURE TOP 247.50 E 248.25 W 246.65 SW 246.65
0+240	245.18 246.54	12.5m-900mm <sup>Ø</sup> CONC. STM @ 5.85%
0+260	242.76 242.76	35.9m-900mm <sup>Ø</sup> CONC. STM @ 5.73%
0+280	240.80	HEADWALL TOP 247.02 SW 243.90
0+300	239.61	
0+305	239.60	
STATION	EXISTING PROPOSED CENTERLINE	STORM INVERT

**FOR REVIEW**  
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0	ISSUED FOR 1st SUBMISSION	07/13/2018
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5	ISSUED FOR STM AND SWM ECA APPLICATION	05/14/2021
6	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021

Engineer

Project  
**TRIBUTE COLGAN 2 – PHASE 1**  
**TOWNSHIP OF ADJALA-TOSORONTIO**  
 Drawing  
**STORMWATER MANAGEMENT FACILITY**  
**SECTION A-A**

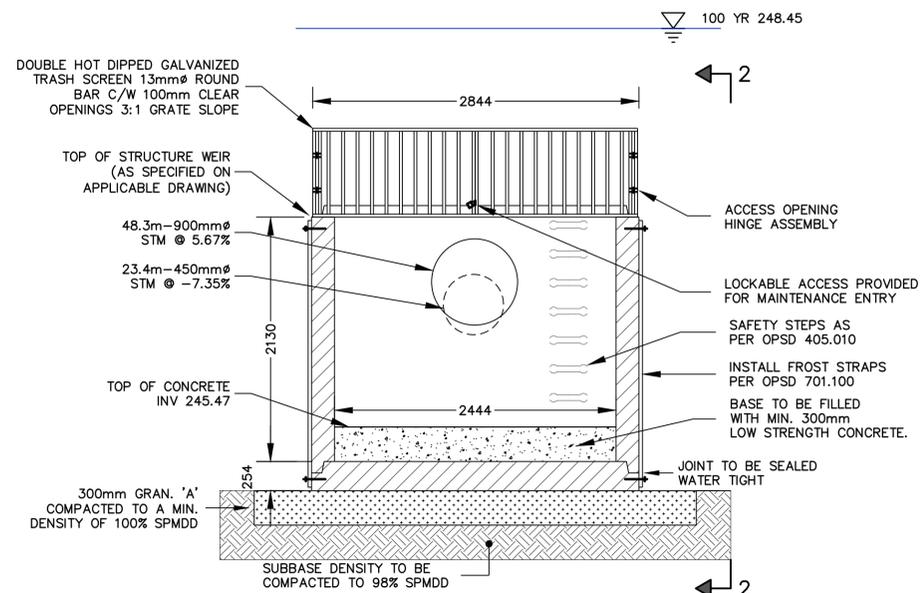
**CROZIER CONSULTING ENGINEERS**  
 THE HARBOUREDGE BUILDING,  
 40 HURON STREET, SUITE 301,  
 COLLINGWOOD, ON L9Y 4R3  
 705.446.3510 T  
 705.446.3520 F  
 WWW.CROZIER.CA  
 INFO@CROZIER.CA

Drawn By: L.W. Design By: J.K. Project: 1000-4243  
 Check By: R.W. Check By: J.G.K. Scale: AS SHOWN Drawing: 109B

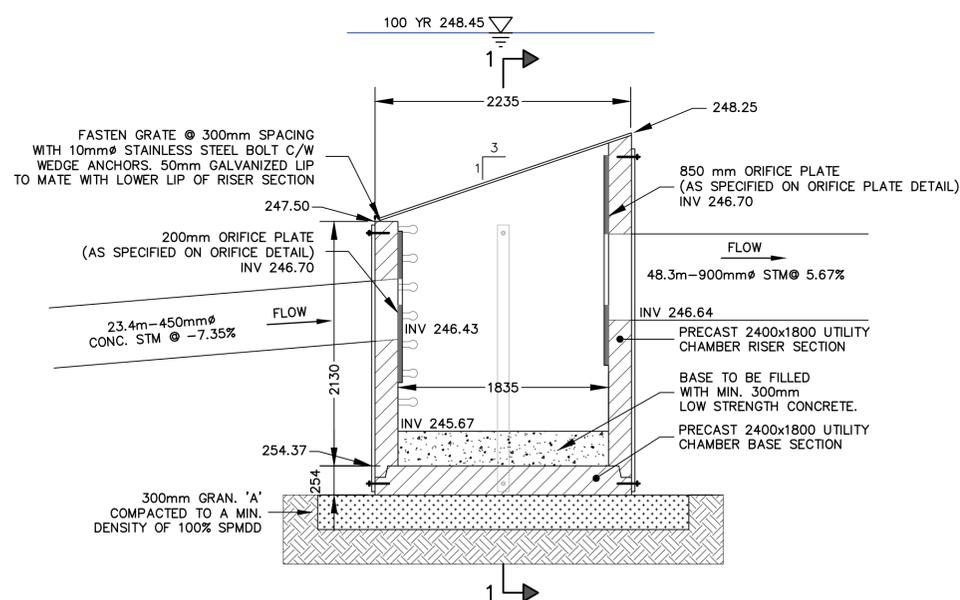
### OUTLET STRUCTURE DETAIL

N.T.S.

#### SECTION 1-1



#### SECTION 2-2

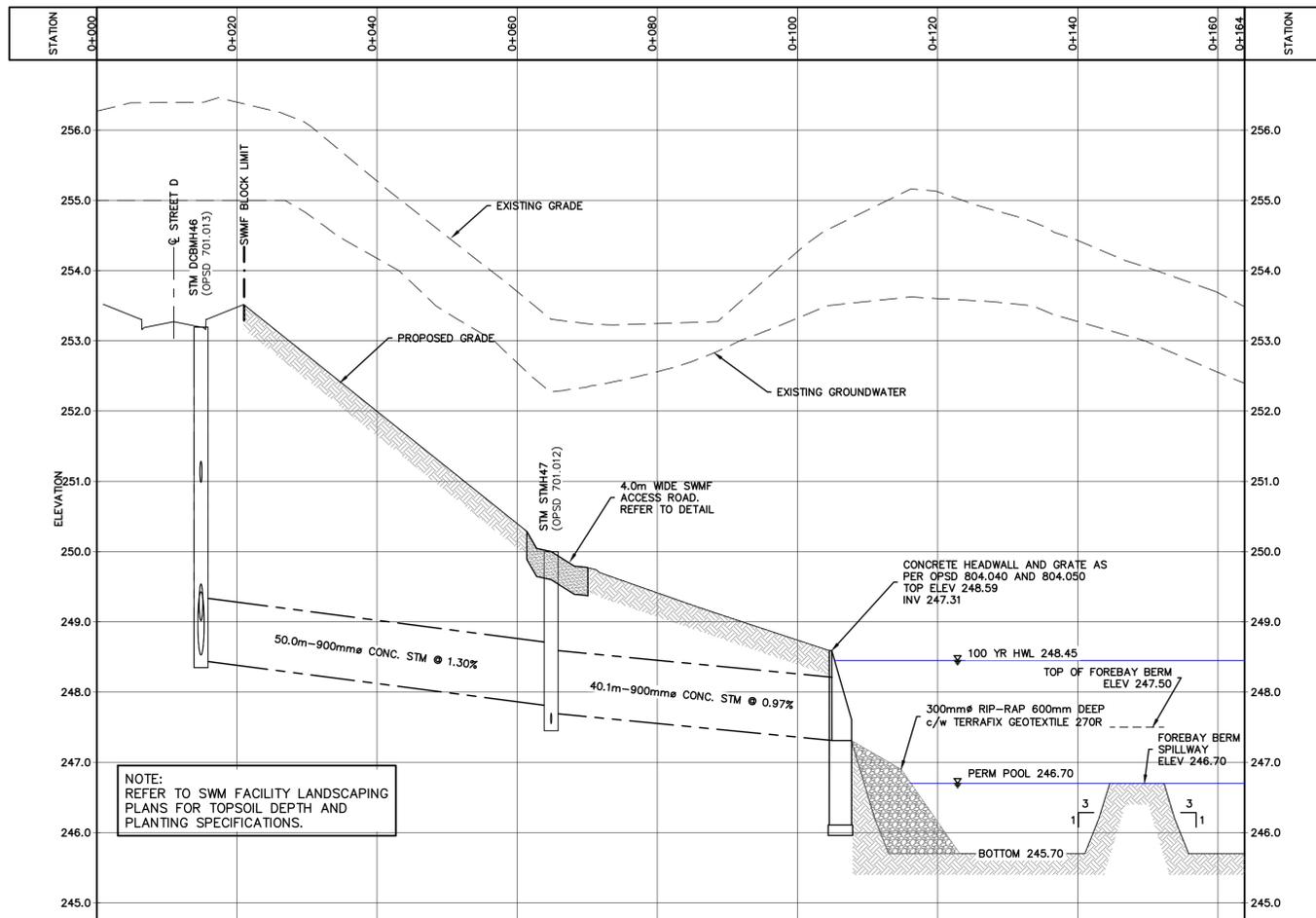


**NOTES:**

1. ALL UNITS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL SUPPLY FABRICATOR/SHOP DRAWINGS FOR STRUCTURE, TRASH SCREEN & ORIFICE PLATE ASSEMBLY FOR REVIEW & APPROVAL BY ENGINEER.
3. INLET GRATE SHALL BE WELDED TO CSAW59-M1989.
4. ALL STEEL TO BE DOUBLE HOT DIP GALVANIZED TO G-164, POST FABRICATION.
5. ALL STEEL TO CONFORM TO CSA-CAN-G40.21 M81, GRADE 300.
6. ALL STRUCTURE JOINTS, INLETS & OUTLETS TO BE PARGED TO PROVIDE A WATER TIGHT SEAL.
7. ALL FASTNERS TO BE STAINLESS STEEL.

### SECTION B-B

SCALE: V = 1:50  
H = 1:500

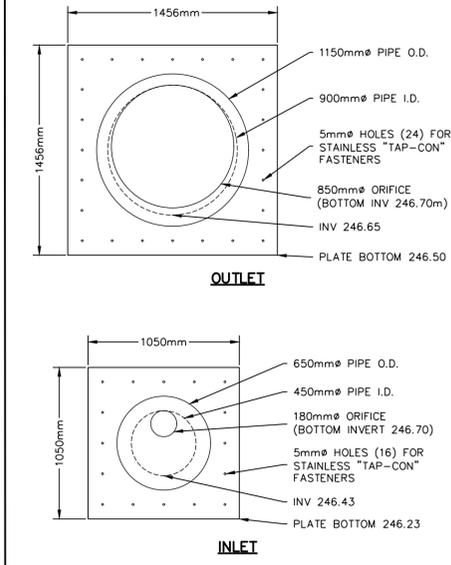


NOTE: REFER TO SWM FACILITY LANDSCAPING PLANS FOR TOPSOIL DEPTH AND PLANTING SPECIFICATIONS.

STATION	EXISTING CENTERLINE	PROPOSED CENTERLINE	STORM INVERT	STATION	EXISTING CENTERLINE	PROPOSED CENTERLINE	STORM INVERT
0+000	255.97	255.97	DCBMH46 T/G 253.20 S 248.53 E 249.02 S 250.99	0+020	255.40	255.48	50.0m-900mm# CONC. STM @ 1.30%
0+040	255.97	255.97		0+060	253.70	253.70	STMH47 T/G 250.00 S 247.80 NE 247.70 W 247.55
0+080	253.25	248.41	40.1m-900mm# CONC. STM @ 0.97%	0+100	254.97	248.74	HEADWALL TOP 249.48 S 247.31
0+120	253.12	245.70		0+140	254.43	245.70	
0+160	253.69	245.70		0+184	253.70	245.70	

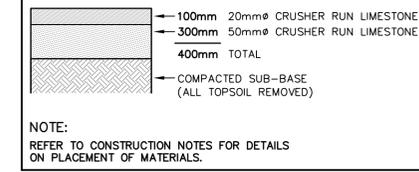
### ORIFICE PLATE DETAILS

SCALE: 1:25



### 4.0m WIDE ACCESS ROAD STRUCTURE DETAIL

SCALE: N.T.S.

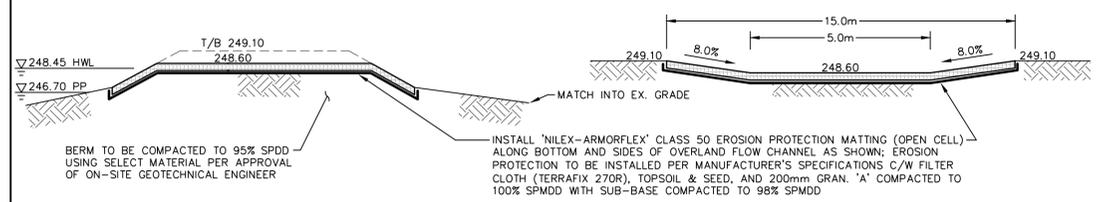


NOTE: REFER TO CONSTRUCTION NOTES FOR DETAILS ON PLACEMENT OF MATERIALS.

**FOR REVIEW**  
NOT TO BE USED FOR CONSTRUCTION

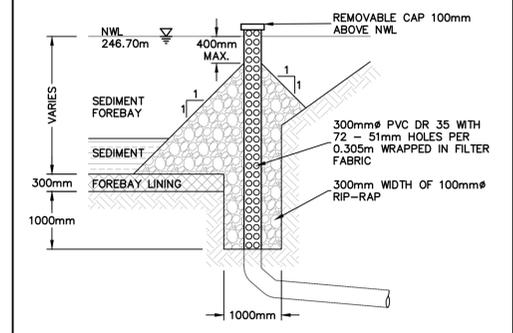
### EMERGENCY SPILLWAY

SCALE: N.T.S.



### DEWATERING SUMP DETAIL

SCALE: N.T.S.

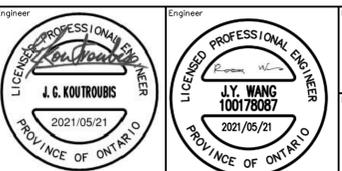


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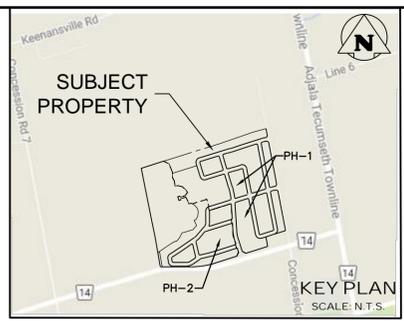
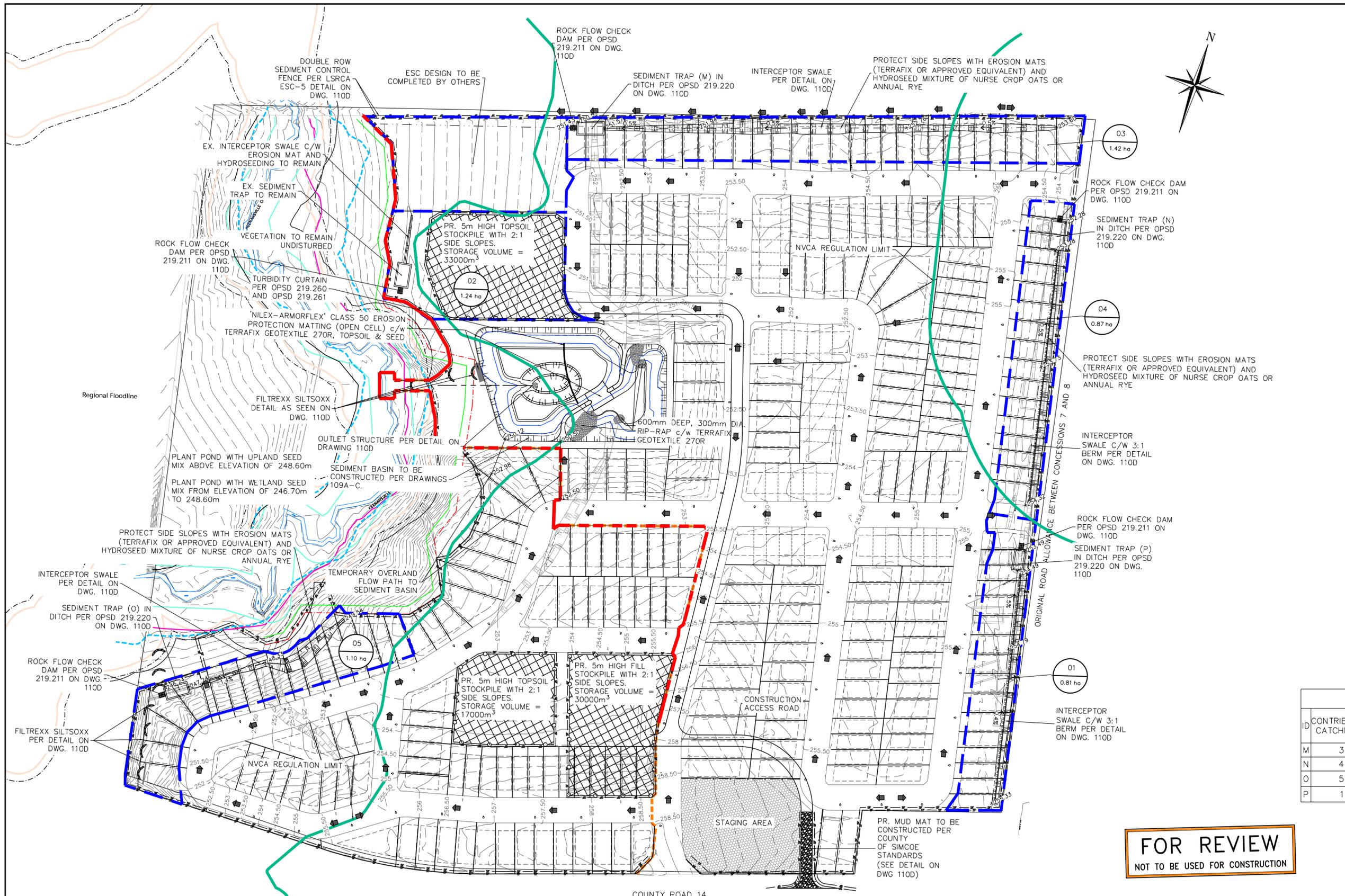
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Project: **TRIBUTE COLGAN 2 – PHASE 1 TOWNSHIP OF ADJALA-TOSORONTIO**  
Drawing: **STORMWATER MANAGEMENT FACILITY SECTION B-B AND DETAILS**

**CROZIER CONSULTING ENGINEERS**  
The HarbourEdge Building, 40 HURON STREET, SUITE 301, COLLINGWOOD, ON L9Y 4R3  
705-446-3510 T  
705-446-3520 F  
WWW.CROZIER.CA  
INFO@CROZIER.CA

Drawn By: L.W. Design By: J.K. Project: **1000-4243**  
Check By: R.W. Check By: J.G.K. Scale: AS SHOWN Drawing: **109C**



**LEGEND**

- PRE-GRADE CONTOUR (0.5m)
- PRE-GRADE CONTOUR (1.0m)
- PROPOSED SWALE SLOPE
- FILTREXX SILTSOXX
- PROPOSED SWALE
- PROPOSED 3:1 SLOPE
- PROPERTY BOUNDARY
- PROPOSED ROCK CHECK DAM
- PROPOSED SILT FENCE
- OVERLAND FLOW DIRECTION
- DRAINAGE CATCHMENT BOUNDARY
- CATCHMENT I.D.
- AREA (ha)
- PHASING LINE

- CONSTRUCTION SEQUENCE**
1. CONSTRUCT NEW INTERCEPTOR SWALES
  2. INSTALL NEW SEDIMENT TRAPS AND ADDITIONAL ESC MEASURES
  3. ADJUST GRADING AT INLET TO ESC POND
  4. INSPECT ALL EXISTING ESC MEASURES AND PERFORM MAINTENANCE AS REQUIRED
  5. PRE-GRADE SITE
  6. FILL EXISTING INTERCEPTOR SWALES IDENTIFIED FOR REMOVAL FROM UPSTREAM TO DOWNSTREAM AS GRADING PROGRESSES
  7. HYDROSEED LOTS IN PHASE 1 LANDS UPON COMPLETION OF PRE-GRADE
  8. GRADE INTERCEPTOR SWALE SHOWN ON PHASE 2 LANDS COMPLETE WITH EROSION MATS AND HYDROSEED
  9. PHASE 2 LANDS ARE TO BE SEEDED
  10. MUD MATS AND TEMPORARY SITE ENTRANCE AND CULVERTS TO BE REMOVED ONCE ROADS AND SITE ENTRANCE ON COUNTY ROAD 14 ARE PRE-GRADED. EXTEND SILT FENCE ACROSS TEMPORARY ENTRANCE AND REMOVE SILT FENCE FROM NEW SITE ENTRANCE AND SHOWN.

**SEDIMENT TRAP**

ID	CONTRIBUTING CATCHMENT	VOL. REQ. (m³)	STORAGE (m³)	TOP ELEV.	BOTTOM ELEV.	DIMENSIONS (L X W)
M	3	177.00	177	251.57	250.57	19.7 X 9
N	4	108.75	212.50	253.28	252.28	21.25 X 10
O	5	137.50	137.50	247.24	246.24	17.2 X 8
P	1	102.00	102	254.49	253.49	14.6 X 7

**NOTE**

- MUD MAT AND TEMPORARY CULVERT TO BE REMOVED UPON CONSTRUCTION OF SITE ENTRANCE FROM COUNTY ROAD 14.
- TOPSOIL STOCKPILE AND ANY DISTURBED AREAS TO BE STABILIZED WITH EROSION MATS (TERRAFIX OR APPROVED EQUIVALENT) AND HYDROSEED MIXTURE OF NURSE CROP OATS OR ANNUAL RYE IF LEFT LONGER THAN 30 DAYS

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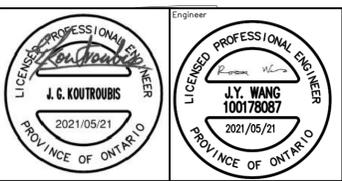
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No.	ISSUE	DATE: MM/DD/YYYY
0	RE-ISSUED FOR 3rd SUBMISSION	04/17/2020
1	ISSUED FOR REVIEW	12/04/2020
2	ISSUED FOR SITE ALTERATION PERMIT	02/04/2021
3	ISSUED FOR EARTHWORKS TENDER	05/17/2021
4	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021



Project: **TRIBUTE COLGAN 2 – PHASE 1 TOWNSHIP OF ADJALA-TOSORONTIO**

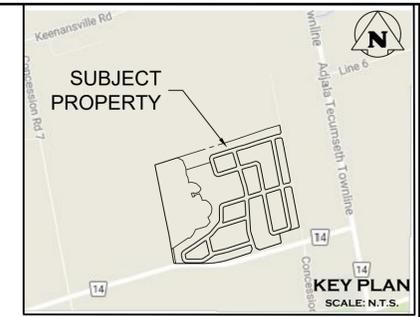
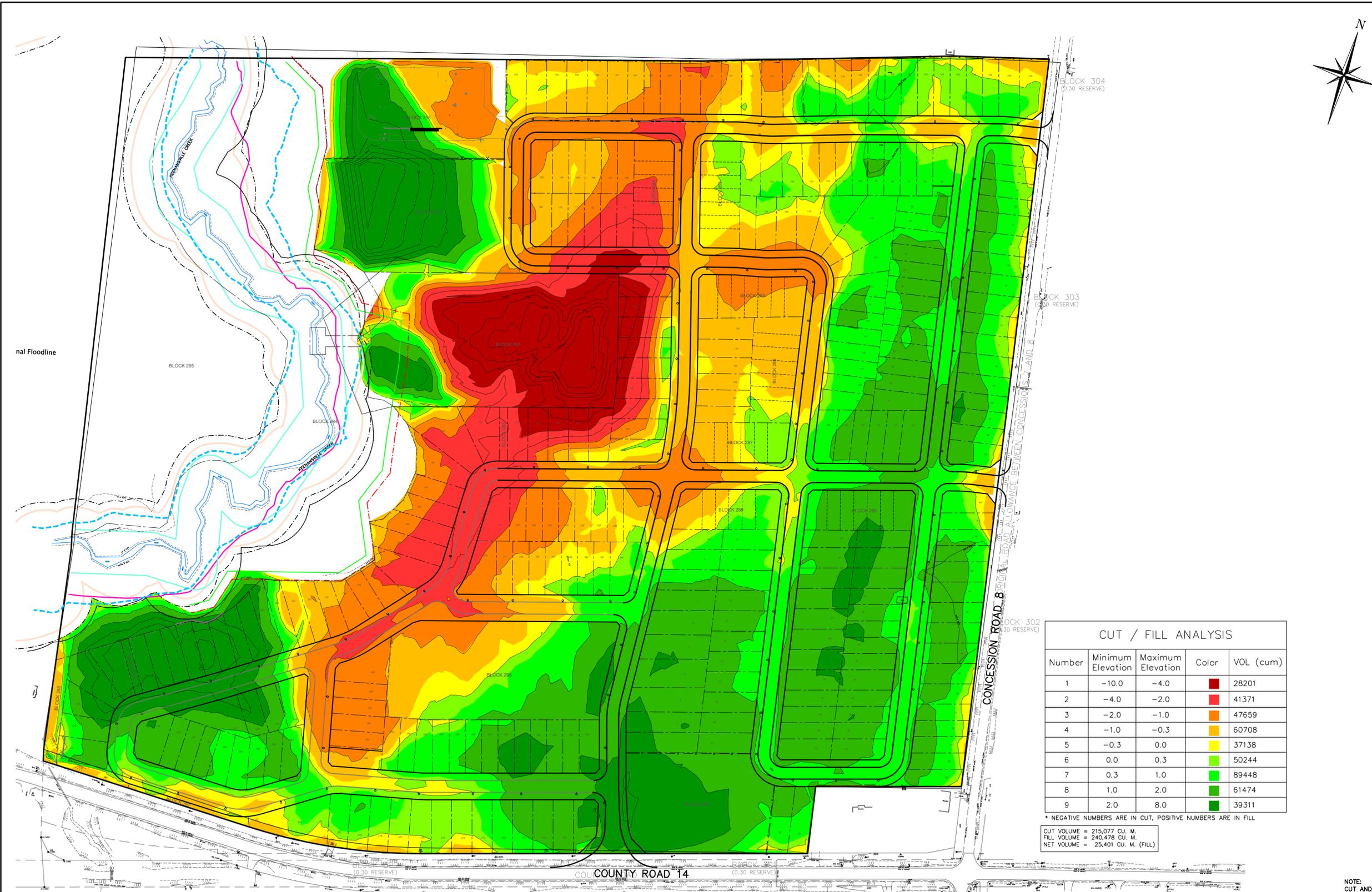
Drawing: **EROSION & SEDIMENT CONTROL PLAN STAGE 2 – PRE-GRADING**

**CROZIER CONSULTING ENGINEERS**

The Harbour Edge Bul ding, 40 Huron Street, Suite 301, Collingwood, ON L9Y 4R3  
705 446-3510 T  
705 446-3520 F  
www.crozier.ca  
info@crozier.ca

Drawn By: B.L. Design By: B.L./R.A. Project: **1000-4243**

Check By: R.A. Check By: G.M. Scale: 1:1500 Drawing: **110B**



**CUT / FILL ANALYSIS**

Number	Minimum Elevation	Maximum Elevation	Color	VOL (cum)
1	-10.0	-4.0	Red	28201
2	-4.0	-2.0	Red-Orange	41371
3	-2.0	-1.0	Orange	47659
4	-1.0	-0.3	Yellow-Orange	60708
5	-0.3	0.0	Yellow	37138
6	0.0	0.3	Light Green	50244
7	0.3	1.0	Green	89448
8	1.0	2.0	Dark Green	61474
9	2.0	8.0	Dark Green	39311

\* NEGATIVE NUMBERS ARE IN CUT, POSITIVE NUMBERS ARE IN FILL

CUT VOLUME = 215,077 CU. M.  
 FILL VOLUME = 240,478 CU. M.  
 NET VOLUME = 25,401 CU. M. (FILL)

**FOR REVIEW**  
 NOT TO BE USED FOR CONSTRUCTION

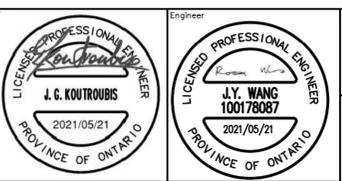
NOTE:  
 CUT AND FILL ANALYSIS BASED ON 2ND ENGINEERING SUBMISSION (MARCH 29, 2019)  
 GRADING PLANS AND THE FOLLOWING ASSUMPTIONS  
 - ROADS PREGRADE 0.8m  
 - LOTS PREGRADE 0.85m  
 - REAR YARDS OF WALK-OUTS PREGRADE 0.3m  
 - PARK 0.3m

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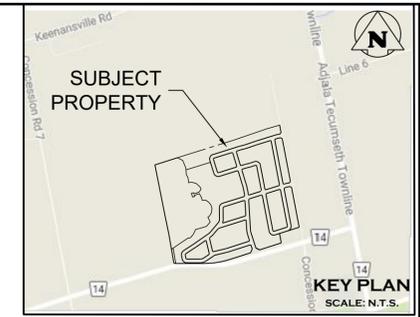
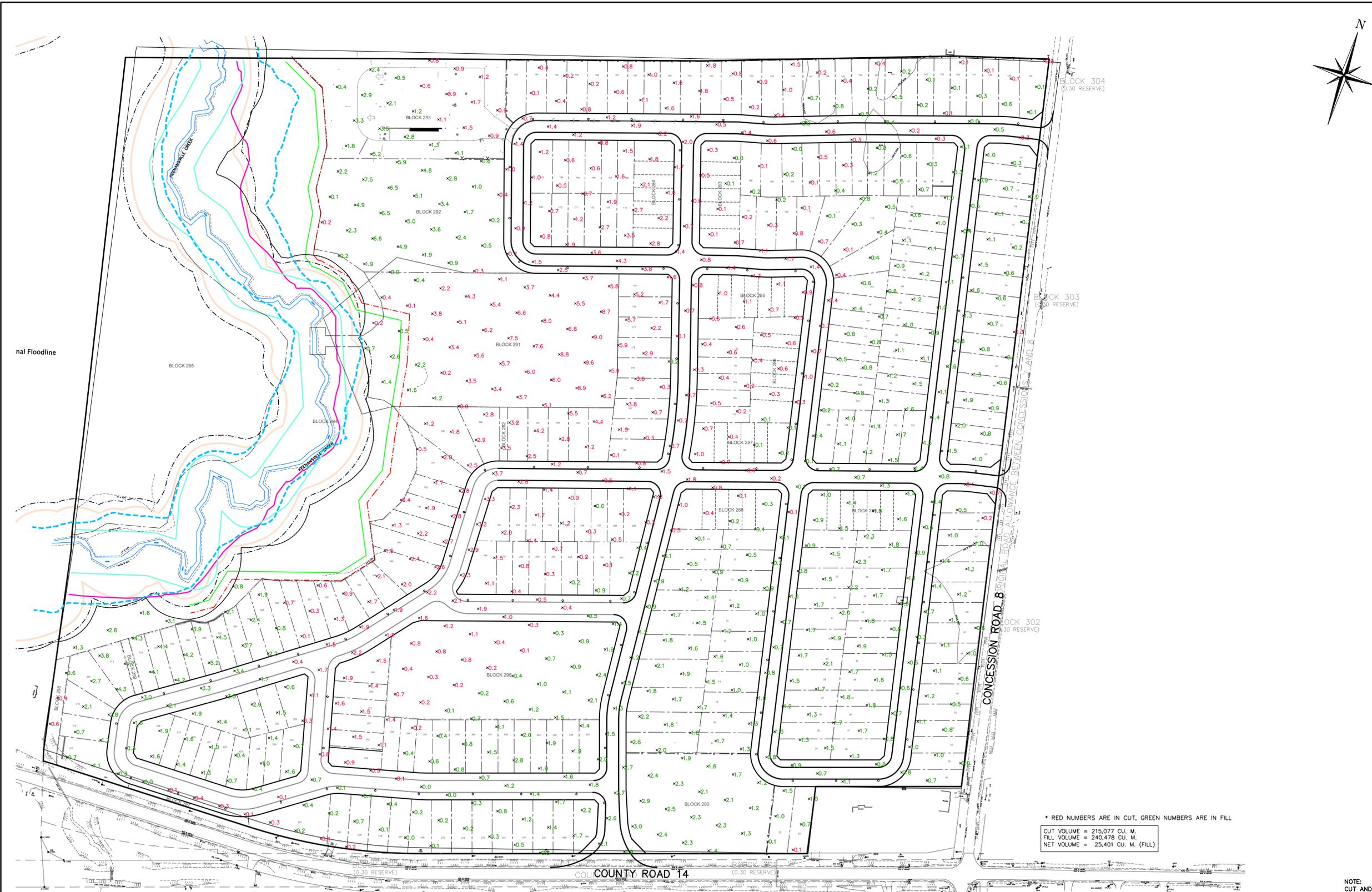
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3	ISSUED FOR EARTHWORKS AGREEMENT	05/21/2021



Project: **TRIBUTE COLGAN 2 TOWNSHIP OF ADJALA-TOSORONTIO**  
 Drawing: **CUT AND FILL PLAN**

**CROZIER CONSULTING ENGINEERS**  
 THE HARBOUREDGE BUILDING,  
 40 HURON STREET, SUITE 301,  
 COLLINGSWOOD, ON L5Y 4R3  
 705 446-3510 T  
 705 446-3520 F  
 WWW.CFCROZIER.CA  
 INFO@CFCROZIER.CA

Drawn By: J.K. Design By: J.K. Project: **1000-4243**  
 Check By: R.W. Check By: K.M. Scale: 1:1500 Drawing: **500**



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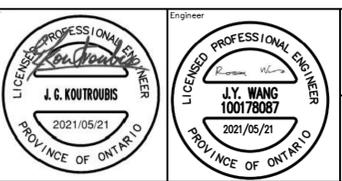
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Project: **TRIBUTE COLGAN 2 TOWNSHIP OF ADJALA-TOSORONTIO**  
Drawing: **CUT AND FILL PLAN**

**CROZIER CONSULTING ENGINEERS**  
THE HARBOUREdge BUILDING, 40 HURON STREET, SUITE 301, COLLINGSWOOD, ON L9Y 4R3  
705 446-3510 T / 705 446-3520 F  
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Drawn By: J.K. Design By: J.K. Project: **1000-4243**  
Check By: R.W. Check By: K.M. Scale: 1:1500 Drawing: **501**

## **SCHEDULE “E”**

### **ADDITIONAL CONDITIONS IMPOSED BY THE TOWNSHIP**

#### **1. Community Outreach**

Prior to construction of the Works, the Developer shall provide written notification to the adjacent homeowners of the Lands to advise when the Works will commence, and provide periodic updates to the same as required by the Township. Written notice shall be provided no less than one (1) week prior to commencement of Construction activities.

#### **2. Construction Schedule**

Prior to construction of the Works, the Developer shall provide a construction schedule to the Township. The construction schedule shall identify all Works set out in Schedule “C”. The Developer reserves the right to modify the schedule due to progress, weather or other conditions and seek approval from the Township. Once agreed, the revised schedule will take precedent and be added to this agreement.

#### **3. Customer Service**

The Developer shall provide a response to all non-emergency customer service inquiries related to the project site within forty-eight (48) hours of email notification from the Township. Responses shall be directed back to the appropriate personal at the Township. All notices from the Township will be sent to the Developer’s designate and the Developer’s Consultant. Any inquiries not responded to within forty-eight (48) hours will be responded to by the Township’s inspector. The Developer shall respond to all emergency customer service inquiries related to the development immediately and shall be investigated within twenty-four (24) hours of the email notification provided from the Township.

#### **4. Geotechnical Inspection**

Further to Section 5 herein, the Developer shall provide a full-time Geotechnical Engineer (“Geotechnical Engineer”) to confirm fill material is placed in maximum 300mm lifts and compacted to a minimum ninety-five percent (95%) standard proctor density (“SPD”) or as otherwise required by the Geotechnical Engineer. The Geotechnical Engineer will provide a written summary of the earthworks program to the Township upon completion.

#### **5. SWM Pond Geotechnical Inspection**

The Developer shall provide a full-time Geotechnical Engineer to monitor the excavation of the permanent stormwater management pond per approved stormwater management pond drawings attached in Schedule “D”, for the presence of water conveying soils. Should this type of soil be encountered at the base of the ponds, the Geotechnical Engineer must provide on-site directions for the localized excavations of these areas as well as filling and compaction with acceptable (impermeable) material, to the satisfaction of the Township. Photographs are required to be taken, and Certification of the type of material encountered in each excavation and remediation measures of problem areas must be completed by a Geotechnical Engineer and must be provided to the Township.

## **6. NVCA Regulated Areas**

The Developer agrees that no Works shall be performed in the NVCA regulated areas, as delineated in Schedule "D", Erosion and Sediment Control Plan, Drawing No. 110B, unless applicable NVCA permits have been obtained. It should be noted that the works listed in this agreement is located outside of the NVCA regulated areas.

## **7. Borrow Pits & Non-Engineered Fill Areas**

Excavation of soils below the depth of the approved pre-grade elevations ("Borrow Pits") as part of these Works is strictly prohibited, unless otherwise approved by the Township. Placement of topsoil or other non-suitable fill material in non-engineered fill areas requires the approval of the Township. Future Township parkland is not to be considered as non-engineered fill areas and no Works, outside of the Works permitted herein, are to be undertaken without the direct consent of the Township. Rear Lots are not to be considered as non-engineered fill areas and no Works, outside of the Works permitted herein, are to be undertaken without the direct consent of the Township.

## **8. Haul Routes**

The Developer agrees that all vehicular transport of soils and fill material under this Agreement (including both import and removal of materials from the site) within the limits of the Township will be completed via County roads only. Use of Township roads is strictly prohibited under this Agreement without advance formal written approval from the Township and payment by the Developer to the Township of any associated Road Maintenance securities (to be calculated by the Township as a condition of any related approval).

## **SCHEDULE “F”**

### **ACKNOWLEDGEMENT**

Tribute (Colgan2) Limited has retained the following consultants to complete the engineering design of the works. CF Crozier is completing the engineering design and all items relative to that work. Golder Associates has been retained as the Geotechnical and Hydrogeological consultant. Both have been empowered to act as an agent of Tribute (Colgan) Limited with respect to the engineering design of this subdivision.

**MAY 19, 2021**

**PROJECT NO: 1000-3958**

**SENT VIA: EMAIL**

**Re: DEVELOPMENT EARTHWORKS AGREEMENT  
TRIBUTE COLGAN 2 DEVELOPMENT  
TOWNSHIP OF ADJALA-TOSORONTIO**

To Whom It May Concern,

Our firm has been retained by the Developer, Tribute (Colgan 2) Limited, to act as the Consulting Engineer of Record for the development engineering matters related to civil servicing and grading associated with this project. C.F. Crozier & Associates Inc. holds a valid Certificate of Authorization (#100075779) from the Association of Professional Engineers of Ontario and is duly able to provide engineering services.

The Developer has provided a copy of the Development Earthworks Agreement, and our office has reviewed Clause 2.5. We hereby acknowledge the terms and conditions associated with the role of the Developer's Consulting Engineer.

We trust this letter of acknowledgement is acceptable and satisfies the conditions in the agreement. Thank you.

Respectfully submitted,

**C.F. CROZIER & ASSOCIATES INC.**



Kevin Morris, P.Eng.  
Director of Construction Services

KM/ch

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May 19, 2021

Project No. 1786233

**DEVELOPMENT EARTHWORKS AGREEMENT  
TRIBUTE COLGAN 2 DEVELOPMENT  
TOWNSHIP OF ADJALA-TOSORONTIO**

To Whom it May Concern,

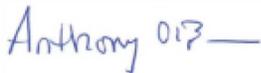
Our firm has been retained by the Developer, Tribute (Colgan2) Limited, to act as the Geotechnical Engineer, Hydrogeologist and Qualified Person (QP) for the development engineering matters related to the grading associated with this project. Golder Associates Ltd. holds a valid Certificate of Authorization (# 11075084) from the Associate of Professional Engineers of Ontario and is duly able to provide engineering services.

The Developer has provided a copy of the Development Earthworks Agreement, and our office has reviewed Clause 2.6. We hereby acknowledge the terms and conditions associated with the role of the Geotechnical Engineer, Hydrogeologist and QP.

We trust this letter of acknowledgement is acceptable and satisfies the conditions in the agreement. Thank you.

Respectfully submitted,

**Golder Associates Ltd.**



Anthony O'Brien, C.E.T., Principal  
*Senior Consultant, Construction Monitoring and Materials Engineering*

RA/AO/lh

[https://golderassociates.sharepoint.com/sites/20004g/9300\\_ongoing\\_support\\_colgan2/letters/1786233\\_let\\_2021'5'19\\_earthworks\\_agreement\\_colgan2.docx](https://golderassociates.sharepoint.com/sites/20004g/9300_ongoing_support_colgan2/letters/1786233_let_2021'5'19_earthworks_agreement_colgan2.docx)

## **SCHEDULE "G"**

### **DEVELOPER ADDRESS AND CONTACT INFORMATION**

Developer:

Tribute (Colgan2) Limited

Unit 1, 1815 Ironstone Manor, Pickering, Ontario, L1W 3W9

Phone: 905-839-3500

Contact: Frank Zadorozniak, Senior Manager – Site Servicing

Cell: 289-980-5383