



Report to Council

To: Mayor Linton and Members of Council

Report: CS2022-02

Prepared By: Pat Newson, Managing Director of
Community Services

Date: 31 Jan 2022

RE: Haylock Youngblood Park Development Agreement

Recommendation:

THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute a Parkland Development Agreement between the Township of Centre Wellington and the Developers: Haylock Farm Ltd. ("Haylock") and 123856 Ontario Limited ("Youngblood").

Report:

As Council is aware, the Haylock and Youngblood Subdivision are large residential developments located between South River Rd and the Trestle Bridge Trail in Elora. Haylock is the registered owner of the lands that are the subject matter of draft plan approval 23T-15001 and Youngblood is the registered owner of adjoining lands that are the subject matter of draft plan approval 23T-15003. A condition of the Draft Plan of Subdivision for both Subdivisions is that lands are to be conveyed to the Township free and clear of all encumbrances for park or other recreational purposes. The Agreement includes a map of the lands that make up the parks within the subdivisions. The challenge with this park development is that the property line of the subdivisions runs through the trail system and one of the parks. This requires that the Agreement be with both developers for the Parkland Developments to coordinate planning and execution of the development.

The developers retained a landscape architect to create the park developments plans in collaboration with Township Community Services staff. The landscape architect also provided costing for the park development. Harrison Park will be located in both Subdivisions and the design includes a playground, natural outdoor winter skating rink, shade structure, drystone wall entry features, existing trees, new shade trees, planting beds, walkways, and passive seating. Haylock Park will be in the Haylock subdivision and the design includes an existing woodlot, new restoration planting, trails, an amphitheatre, drystone wall feature and passive seating area.

The Park trail system includes the land that circles the storm water management pond, but the cost to develop the path around the pond is a developer cost, and part of the

Subdivision Agreement, and not the Parkland Development Agreement. The trail system that is part of the parks, is a parkland development expense. It is shown on the map as one connecting trail, however it is two separate subdivision features connected to make one trail, and reflected in the costing agreement for the parks.

Park Enhancements

The Developers have selected to enhance both parks to a standard above the Township's park development standards, at their own expense. These are identified in Schedule A of the Agreement as Park Enhancements and include enhanced park entry features including dry stone walls, an Amphitheatre, granite boulder seating, and an upgrade to the playground to natural style play equipment. The intent for the shade structure at Harrison Park is to utilize the wood from the trees removed on-site to build the shade structure. The Developers would like to install a playground that is more naturalized, which is a more expensive style of playground. This will create a natural atmosphere for the park to compliment the trees and natural features of the parkland. Any additional costs for the shade structure or playground are covered by the Developers and reflected in anticipated enhanced costs in Schedule A.

Staff are working with the Developers to ensure that these naturalized features are built to commercial standards, and enhance the park and do not create additional maintenance issues moving forward. Staff are excited to be working with these Developers to build this unique enhanced park, while ensuring all park development standards are enforced.

It is expected that the park development will take place in 2022 and/or 2023.

Corporate Strategic Plan:

Healthy Growth

Active and Caring Community

Financial Implications:

The development of this park is funded from direct developer contributions as a local service and from parks and recreation development charge revenue. The enhancements will be funded from direct developer contributions.

The Parkland Development Agreement provides for the developer to provide initial financing for the construction of the park, totaling an estimated \$858,636, which includes Basic Local Services of \$108,346, as well as Developers-requested Enhancements of \$145,907, both at the developers own cost. The elements of the park that are growth-related are to be reimbursed to the developer through development charge credits, estimated to be approximately \$604,383. This is done through the reimbursement of parks & recreation development charges paid within the sub-divisions annually until the total eligible growth related costs are repaid. Repayment is dependent upon certification of the park services by the developer's landscape architect, and inspection by Community Services.

Consultation:

Community Services
Corporate Services
Planning and Development Department
Haylock Farm Ltd. ("Haylock")
123856 Ontario Limited ("Youngblood").
Hill Design Studios Inc (Landscape Architect)

Attachments:

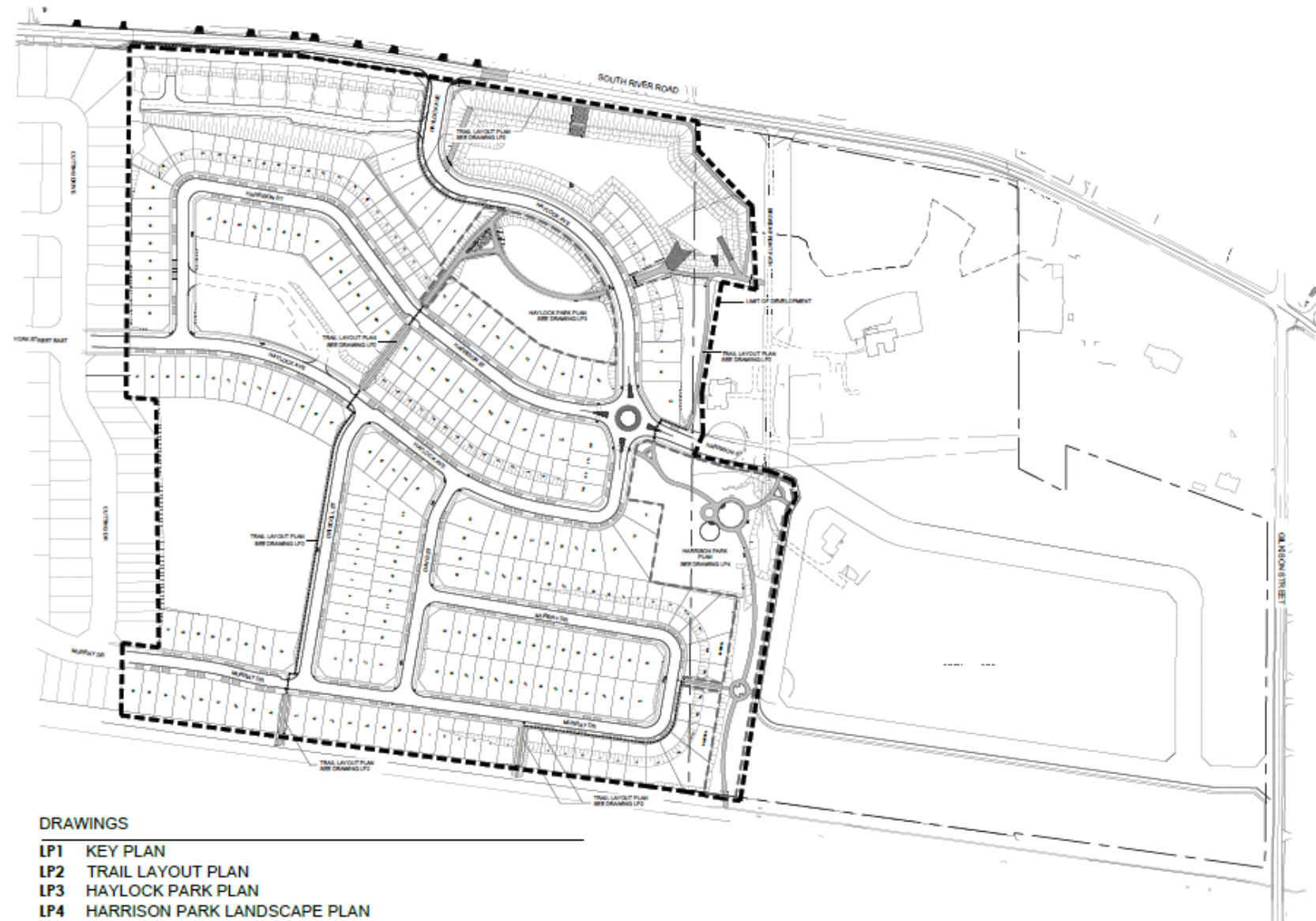
- [Council Presentation 2022 01 31](#)
- [FINAL Haylock-Youngblood Parkland Agreement \(2\)](#)

Approved By:

Dan Wilson, Chief Administrative Officer

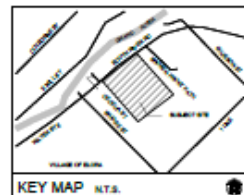
Haylock Youngblood Parkland Development Agreement

January 31, 2022



DRAWINGS

- LP1 KEY PLAN
- LP2 TRAIL LAYOUT PLAN
- LP3 HAYLOCK PARK PLAN
- LP4 HARRISON PARK LANDSCAPE PLAN
- LP5 HARRISON PARK PLANTING PLAN
- LP6 LANDSCAPE DETAILS
- LP7 LANDSCAPE DETAILS
- LP8 LANDSCAPE DETAILS



GENERAL NOTES

1. DRAFT PLAN INFORMATION AS PER SPEC.
2. SITE DRAINAGE AND SERVICES AS PER SPEC.
3. EXISTING TOPOGRAPHIC CONDITIONS INFORMATION AS PER SPEC.
4. EXISTING TREE LOCATIONS AS PER SPEC AND SPEC.

HAYLOCK FARM LTD.
&
1239567 ONTARIO LTD.



REVISION	DATE	DESCRIPTION
1. 10/18/21	10/18/21	Initial design
2. 10/18/21	10/18/21	Revised design

HAYLOCK PARKS
South River Road
Township of Centre Wellington
Village of Bora

Key Plan



PROJECT NO. 2014-01	DRAWN BY: GAN
SCALE: 1"=80'	CHECKED BY: GAN
SHEET:	APPROVED BY: GAN
LP1	PLOT DATE: Nov. 16, 2021



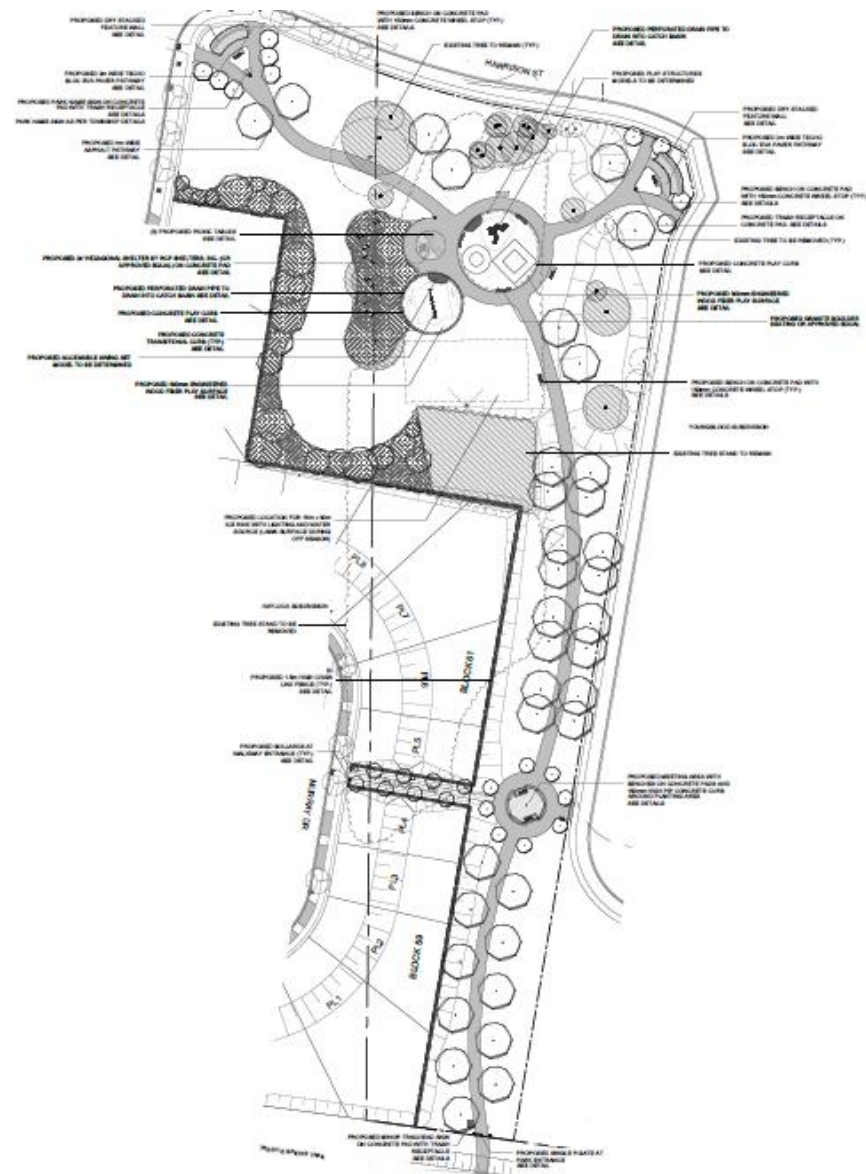
Haylock Park





Harrison Park







**PARKLAND DEVELOPMENT
AGREEMENT**

THIS AGREEMENT made this 31st day of January, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON

(the “**Township**”)

and

**HAYLOCK FARM LTD. (“Haylock”) and 123856 ONTARIO LIMITED
 (“Youngblood”)**

(collectively, the “**Developers**”)

WHEREAS:

- I. Haylock is the registered owner of the lands that are the subject matter of draft plan approval 23T-15001 (the “**Haylock Subdivision**”), approved for a residential subdivision within the Township;
- II. Youngblood is the registered owner of adjoining lands that are the subject matter of draft plan approval 23T-15003 (the “**Youngblood Subdivision**”), approved for a residential subdivision within the Township;
- III. The development of the Haylock Subdivision and the Youngblood Subdivision (together the “**Subdivisions**”) requires the lands, services, facilities and amenities, including park furniture, provision of parking, rough grading, fencing, municipal sewer and water services, topsoil and seeding related to public parks and public recreational lands within the Subdivisions as more specifically identified in Section 2.3 of Haylock-Youngblood Parkland Agreement and comprising the development of (1) Park 1, (2) Park 2, and (3) the Trail System (the “**Park Development**”);
- IV. The Developers and the Township (collectively, the “**Parties**”) have agreed that the Developers will construct Park Development on the Park Blocks pursuant to a park development plan which is attached in **Schedule “C”** to this Agreement (the “**Parkland Development Plan**”);
- V. The Park Development would not, except for the terms of this Agreement, be undertaken by the Township in the near future;
- VI. In considering the Developers’ request to establish the Park Development, the Township has requested that the Developers tender, construct and pay for the Park Development;
- VII. The Township’s Development Charge By-law No. 2021-11 (the “**DC By-law**”) applies to the Developers’ Subdivisions and other development lands throughout the Township;
- VIII. Section 38 of the Development Charges Act, 1997, S.O. 1997, c. 27 (the “**Act**”) permits a municipality to allow a person to perform work that relates to a service to which a development charge by-law relates and for such municipality to give the person a credit towards the development charge in accordance with an agreement;

NOW THEREFORE in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the Parties to each other, the receipt whereof is hereby acknowledged, the Parties hereby covenant, promise and agree with each other as follows:

PART 1

RECITALS, DEFINITIONS AND PURPOSE/SCOPE OF AGREEMENT

1.1 Recitals

The Parties hereby agree that the recitals set out at the commencement of this Agreement are true and correct, and form part of this Agreement.

1.2 Term

Subject to continuation obligations under section 2.5 and 2.13.2, and Part 5, which survive this Agreement, this Agreement shall expire upon completion of all of the following: assumption by the Township of all Park Services, release of all securities held pursuant to Part 6 of this Agreement, and allocation of all Development Charge Credits pursuant to this Agreement.

1.3 Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

“Acceptance” means the acceptance of the Park Development, or of an individual Park Block, by the Township in accordance with the requirements of this Agreement

“Acceptance Date” means the date upon which the maintenance period for the Park Development, or an individual Park Block, has commenced, pending the completion of all requirements contained in this Agreement;

“Act” means the *Development Charges Act*, 1997, S.O. 1997, c. 27 as amended or any successor statute;

“Adjusted Amount” means the amount to be added to or subtracted from the estimated costs for DC Credit-eligible Park Services, based on the As Constructed Costs for the Growth-related Works, to establish the Development Charge Credit.

“Agreement” means this Parkland Development Agreement and all Schedules hereto and any documents incorporated herein by reference;

“Applicable Development Charges” means the development charges to which the DC Credit applies under this Agreement being the development charges for the growth-related “Parks and Recreation” services as established in the DC By-law;

“Approval” means draft plan approval of a plan of subdivision pursuant to the Planning Act;

“As Constructed Cost” means the final cost of construction of the Park Development immediately following Completion, which shall include the actual construction cost, all related taxes, all related engineering services, and Landscape Architect Services, Township’s costs, and contingency allowances;

“Assumption” means the assumption by the Township of full maintenance responsibilities and ownership over the Park Development or an individual Park Block.

“Assumption Date” means the date when all Park Services required by this Agreement for a Park Block have been completed, the Maintenance Period for the Park Block has expired and no other Developers’ obligations pursuant to this Agreement remain outstanding with respect to the Park Services for the Park Block, other than as may be specified on the date of Assumption;

“Basic Local Services” means those Park Services that are required to be constructed pursuant to this Agreement but are not DC Credit Eligible Services and not Developers-requested Enhancements.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday;

“Certificate of Substantial Performance” means a certificate issued by the Consulting Landscape Architect certifying Substantial Performance of the Works;

“Completion” has the same meaning as set out in subsection 2(3) of the *Construction Act*, R.S.O. 1990, c. C.30;

“Consulting Landscape Architect” means the Developers’ consulting landscape architect hired and retained in accordance with Section 2.2 of this Agreement;

“Date of Tender Award” means the date at which the contract for undertaking the Park Development is awarded following the Developers’ bidding and tender process;

“Development Charge” means a charge for development as defined in the By-law, as may be amended or any successor by-law;

“Developers-requested Enhancements” are those Park Services which are not Basic Local Services or DC Credit-Eligible Park Services and which have been requested by the Developers and are to be constructed by the Developers at the Developers’ expense pursuant to this Agreement.

“DC By-law” means Development Charge By-law No. 2021-11, as may be amended from time to time, or any successor by-law, enacted by the Township under the Act which sets out the development charges applicable within the Township, including for the Subdivisions;

“DC Credit” means the credit toward Applicable Development Charges which, pursuant to this Agreement and section 38 of the Act, is accrued to the Developers for Park Services provided by the Developers, and shall include any Adjusted Amount in accordance with this Agreement;

“DC Credit-Eligible Park Services” means those Park Services which are growth related, and which are eligible, pursuant to section 38-41 of the Act, for credits toward Applicable Development Charges, as more particularly identified in **Schedule “A”** to this Agreement;

“Maintenance Period” means the period of time following the Acceptance Date for a Park Block and prior to the Assumption Date for a Park Block as more specifically described in Section 2.9.1 of this Agreement;

“Managing Director of Community Services” means that person holding the position of Managing Director of Community Services for the Township, or his or her designate;

“Managing Director of Corporate Services” means that person holding the position of Managing Director of Corporate Services for the Township, or his or her designate;

“Municipal Act” means *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or any successor statute;

“Park 1” means the park to be established as set out in **Park Development Plan 1** as defined herein.

“Park 2” means the park to be established as set out in **Park Development Plan 2** as defined herein.

“Park Block” means the Lands in the Subdivisions identified for park purposes, as Park 1, Park 2 or the Trail System, improved with Park Services in accordance with the Park Development Plan.

“Park Development” means those lands, services, facilities and amenities, including park furniture, provision of parking, rough grading, fencing, municipal sewer and water services, topsoil and seeding related to the following public parks and public recreational lands within the Subdivisions as more specifically identified in Section 2.3 of this Agreement and comprising the development of (1) Park 1; (2) Park 2; and (3) the Trail System.

“Park Development Plans” means

- 1) The plans prepared by Hill Design Studio Inc, Project No. 2019-62, for Park 1 including Drawing LP4 (Harrison Park Landscape Plan) Revision No. 2 dated Nov.18, 2021 and LP5 (Harrison Park Planting Plan) Revision No. 2 dated Nov.18, 2021, as approved by the Managing Director of Community Services.
- 2) The plans prepared by Hill Design Studio Inc, Project No. 2019-62, for Park 2 including Drawing LP3 (Haylock Park Landscape Plan) Revision No. 2 dated Nov.18, 2021, as approved by the Managing Director of Community Services.
- 3) The plans prepared by Hill Design Studio Inc, Project No. 2019-62, for Trail System including Drawing LP2 (Trail Layout Plan) Revision No. 2 dated Nov.18, 2021, approved by the Managing Director of Community Services.

“Park Services” means all improvements to the Park Blocks to be constructed pursuant to this Agreement.

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

“Specifications” means the Township's design criteria, design standards, specifications and Procedures;

“Subdivisions” means, collectively, the Haylock Subdivision and Youngblood Subdivisions, being the Lands that are the subject matter of draft plan approval located within the Township;

“Treasurer” means the Township’s Managing Director of Corporate Services & Treasurer or designate;

“Trail System” means the system of trails to be established as set out in Park Development Plan 3 as defined herein.

1.4 Purpose and Scope of Agreement

- 1.4.1 This Agreement sets out the obligations and duties of the Parties with respect to Park Development of the Park Blocks and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Park Development to be provided to the Township and to such other persons or entities, and such other matters as may be more specifically set out herein.
- 1.4.2 This Agreement defines the responsibilities of the Parties related to the Acceptance and Assumption of the Park Development.
- 1.4.3 This Agreement provides for the payment of the cost of the Park Development by the Developers, and a reimbursement to the Developers for the DC Credit-eligible Park Services which the Developers is installing/constructing on behalf of the Township.

PART 2 PARKLAND DESIGN AND CONSTRUCTION

2.1 Development Requirements

The Developers shall ensure that the following development requirements shall be implemented in the following manner:

- 2.1.1 The Park Development Plan shall be prepared by the Consulting Landscape Architect at the Developers' expense.
- 2.1.2 The Developers' agreements or contracts with the Consulting Landscape Architect shall include design and general supervision of the installation of Park Services and shall provide that the Managing Director of Community Services shall be entitled to inspect the installation of the Park Development and to stop any work in the event that the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Township.
- 2.1.3 All design drawings shall be approved by the Township before any agreement is entered into for the construction or installation of the Park Development.
- 2.1.4 All design drawings shall bear the seal and signature of the Consulting Landscape Architect who is responsible for the designs.
- 2.1.5 Any amendments or modifications to the Park Development Plan shall be approved by the Managing Director of Community Services.

2.2 Design and Contract Administration

The Developers covenant and agree to:

- 2.2.1 Hire and retain a Consulting Landscape Architect, who is a member in good standing with the Ontario Association of Landscape Architects, to prepare and administer the Park Development Plan, and to ensure that all aspects of the Park Development (1) strictly complied the Park Development Plan; (2) conform to the Township's standards and specifications for parks and open space within the Township; and (3) are designed and constructed to the satisfaction of the Managing Director of Community Services;
- 2.2.2. Be responsible for tendering construction contracts, contract administration, obtaining all necessary approvals and permits, and inspection for all Park Services in accordance with the further provisions of this Agreement;

- 2.2.3 Submit a Park Development construction schedule for the approval of the Managing Director of Community Services and undertake to commence and complete all work in accordance with the approved schedule;
- 2.2.4 Submit for the prior review and approval of the Managing Director of Community Services the selection of the landscape contractors as well as addenda, change orders, progress drawings, inspection reports, “as built” drawings or other correspondence relating to the administration of the contract for the construction of the Park Development; and
- 2.2.5 certify that all noted deficiencies and landscape works have been completed or performed in general conformity with the plans and specifications for the Park Development, or a Park Block, prior to Assumption of each and every Park Block within the Park Development by the Township, after the Maintenance Period provided for in Section 2.9 of this Agreement.

2.3 Tendering Requirements

- 2.3.1 The Developers will issue a call for tenders for the Park Services, that has been reviewed and approved by the Township.
- 2.3.2 The call for tenders shall make it clear that all tenders must indicate estimated costs for three separate categories of Park Services, with the specific services to be included in each category specified in the tender document: Basic Local Services; DC Credit-eligible Park Services; and Developers-requested enhancements.
- 2.3.3 The Township reserves the right to review and approve the draft tender documents before tender release, and the submitted contract prices and unit pricing before construction contracts are awarded.
- 2.3.4 Prior to acceptance by the Developers of the preferred tender, the Developers shall:
 - 2.3.4.1 Provide the Township with a full copy of the preferred tender for review; and
 - 2.3.4.2 Meet with Director of Community Services to review the preferred tender and confirm that no changes are required prior to final acceptance of the tender.
- 2.3.5 If the cost of the preferred tender exceeds the budgeted amount, the Township, in consultation with the Developers, reserves the right to adjust Park Services to be provided to meet the budgeted amount.
- 2.3.6 The Developers may, at its sole discretion, or upon request of the Township, cancel the tender and decide to not proceed with the Park Services. In such an event, the Township and the Developers agree that this Agreement is terminated upon the notice of such decision being given by the Township to the Developers and the Developers agrees that it may not bring any application, action suit or proceeding against the Township for damages, to challenge the Township’s decision or to compel or attempt to compel the Township to proceed with the Park Services.

2.4 Construction of Park Development

- 2.4.1** The Developers and the Township agree that the Developers will be responsible for the development of the Park Blocks, including the construction and installation of the Park Development.
- 2.4.2** The Developers are responsible for all costs involved in the development of the Park Blocks, as required by this Agreement, including the construction and installation of the Park Development.
- 2.4.2.1** The Developers will, at their own sole cost, fund the Basic Local Services and Developers-requested Enhancements, as identified in **Schedule “A”** to this Agreement, with estimated costs of, respectively one hundred and eight thousand, three hundred and forty six dollars (\$108,346) and one hundred and forty five thousand, nine hundred and seven dollars (\$145,907), as shown in **Schedule “A”** to this Agreement.
- 2.4.2.2** Pursuant to the terms of this Agreement, the Developers will pay the cost of construction and installation of DC Credit-eligible Park Services, as identified in **Schedule “A”** to this Agreement, and receive a credit for payment of development charges for the DC Credit Eligible Park Services which credit at an estimated cost of six hundred and four thousand, three hundred and eighty three dollars (\$604,383) as shown in **Schedule “A”**.
- 2.4.3** The Developers shall provide and/or install, at its cost, the following Basic Local Services in Park 1 and Park 2, in accordance with the drawings and specifications described in the approved Park Development Plan
- a) a valve chamber at the street line and all appropriate appurtenances thereto (Park 1 only);
 - b) an electrical feed line at the street line (Park 1 and Park 2);
 - c) two catch basins and one culvert, (Park 1 only) and
 - d) any required rough grading, topsoil and seeding (Park 1 and Park 2).
- 2.4.4** The Developers shall provide and/or install sufficient topsoil to cover the disturbed areas at the Park Blocks to a minimum depth of one hundred and fifty millimetres (150 mm) and maximum depth of three hundred millimetres (300mm), unless otherwise approved by the Managing Director of Community Services.
- 2.4.5** The Developers shall, prior to the acceptance of any topsoil at each/any of the Park Blocks and Trail System, provide the results of topsoil testing for organic content, textural class, pH, salinity, levels of nitrogen, phosphorous, potassium, micronutrients, and contaminants such as heavy metals and pesticides to the Managing Director of Community Services.
- 2.4.6** The Developers shall ensure that temporary fencing is maintained around the perimeter of each/any of the Park Blocks and Trail System until Acceptance, including any and all tree protection fencing, as may be required by the Township's policies or as required by the Managing Director of Community Services.
- 2.4.7** The Developers shall employ dust control measures to protect the adjacent residences while the Park Development is under construction.

- 2.4.8 For each Park Block, once the rough grading is complete, and prior the commencement of any other work, the Developers shall provide to the Managing Director of Community Services a geotechnical report to certify bearing capacity of sub-soil and textural class, for all walkway, trails, and park structures.
- 2.4.9 For each Park Block, the Developers shall ensure that rough grading at the Park Block is completed using clean non- organic fill to meet topsoil requirements and the trades to be certified by a qualified engineer retained by the Developers, as engineered, debris free, non-organic, compacted to ninety-five percent (95%) Standard Proctor Density ("SPD") for any areas that will be used for pathways, parking areas, and other structures.
- 2.4.10 The Developers shall sod or hydroseed disturbed naturalized areas in such a manner as to ensure full coverage and establishment throughout the warranty period, to the satisfaction of the Managing Director of Community Services.
- 2.4.11 The Township acknowledges that the Developers intend to install (1) "wood-style" playground equipment and (2) park pavilions utilizing wood from trees removed as part of subdivision construction for the Park Development. The Parties agree that any increase in costs between standard design/construction of playground equipment and park pavilions and design/construction costs of these using wood materials shall be calculated to the satisfaction of the Township, and that this difference in cost is a Developers-requested Enhancement. The Developers further agree that all playground equipment and park pavilions utilizing wood materials will be designed and constructed, and shall implement all required termite infestation prevention measures, to the satisfaction of the Managing Director of Community Services
- 2.4.12 The Developers shall install all landscaping to the satisfaction of the Managing Director of Community Services.
- 2.4.13 The Developers shall complete the construction and installation of the Park Development within 14 months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete the Park Development.

2.5 Park Development Vests in the Township

The Developers covenant and agree that all Park Development in the Park Blocks shall vest in the Township upon Assumption and the Developers shall have no claims or rights thereto.

2.6 Inspection(s) by Township

- 2.6.1 The Developers covenant and agree that the Township, its employees, agents and contractors or any other authorized persons may inspect the construction and installation of the Park Development under any contract, but such inspection shall in no way relieve the Developers from its responsibility to supervise, inspect and be responsible for the said construction and installation.
- 2.6.2 If the construction and installation of the Park Development is not, in the opinion of the Managing Director of Community Services, being carried out in accordance with the provisions of this Agreement, the Managing Director of Community Services may issue instructions to the Developers and/or to the Developers' Consulting Landscape Architect to take such steps as may be deemed necessary to ensure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, provided that in the latter case the Managing Director of Community Services shall confirm verbal instructions in writing within (24) hours. In the event that neither the Developers nor the Developers' landscape architect is present at the site of the Park Development to receive such verbal instructions, the Managing Director of Community Services may instruct the contractor(s) to cease work forthwith.

2.7 Emergency Repairs

- 2.7.1 At any time prior to the Assumption of the Park Development by the Township, if any of the park amenities or the Park Development do not function or do not function properly or, in the opinion of the Managing Director of Community Services, require necessary immediate repairs to prevent damage or hardship to any persons or to any property, the Township may enter upon the Park Block(s) and make whatever repairs may be deemed necessary and the Developers shall pay to the Township, immediately upon receipt of a written demand, all expenses based upon the cost of the work incurred in making the said repairs.
- 2.7.2 The Township covenants and agrees to advise the Developers within five (5) days from the date of entry by the Township of the nature and extent of the emergency and repairs which were necessary. Such undertaking to repair shall not be deemed an Acceptance or Assumption of the Park Development or the Park Development, or any part thereof, by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Developers from any of its obligations under this Agreement.

2.8 Acceptance

- 2.8.1 The Parties covenant and agree that for each of the three Park Blocks that are the subject of this Agreement, the Acceptance Date shall occur upon:
- a) the Managing Director of Community Services receiving a certificate from the Consulting Landscape Architect certifying that all Park Services for the Park Block have been constructed, planted and installed in accordance with the Township- approved Park Development Plan and the Township's standards, specifications and requirements;
 - b) completion by the Managing Director of Community Services of an inspection of the Park Block, including playground inspections, to confirm the landscape architect's certification and that the Park Block has otherwise been completed to the satisfaction of the Managing Director of Community Services;
 - c) confirmation by the Treasurer that all monies then payable by the Developers to the Township have been paid; and
 - d) the issuance by the Township of a written notice of Acceptance of Park Services for the Park Block to the Developers.
- 2.8.2 Acceptance of the Park Services shall trigger a two-year Park Development Maintenance Period, commencing on the Acceptance Date, for the Park Block.

2.9 Maintenance and Repair of the Park Development

- 2.9.1 The Developers covenant and agree to maintain and keep in a proper state of repair and operation of each Park Blocks in the Park Development constructed, planted, installed or provided by the Developers for a period of twenty-four (24) months from the Acceptance Date of that Park Block ("**Maintenance Period**").

2.9.2 Notwithstanding the above, at the Assumption Date, the Township shall assume responsibility for the following activities:

- a. grass cutting within the Park Blocks;
- b. grass watering;
- c. playground inspections;
- d. removal of graffiti; and
- e. waste removal.

2.9.3 During the Maintenance Period for each and every Park Block, the Managing Director of Community Services will continue to conduct inspections as to the condition of the Park Block that is subject to the Maintenance Period, and may issue instructions to the Developers and/or to the Developers' Consulting Landscape Architect to take such steps as may be deemed necessary to maintain or repair any aspect of the Park Block.

2.10 Change Orders

2.10.1 Any proposed changes to the Park Development contemplated within the Park Development Plan and associated landscape plans require approval of the Managing Director of Community Services.

2.10.2 Any additional costs attributable to any change order approved under this section are the sole responsibility of the Developers.

2.11 Project Payments

2.11.1 The Developers shall, at their own sole cost, fund the Basic Local Services and Developers-requested Enhancements, as identified in **Schedule "A"** to this Agreement, with estimated costs of, respectively one hundred and eight thousand, three hundred and forty six dollars (\$108,346) and one hundred and forty five thousand, nine hundred and seven dollars (\$145,907), as shown in **Schedule "A"** to this Agreement.

2.11.2 Pursuant to the terms of this Agreement, the Developers shall pay the cost of construction and installation of DC Credit-eligible Park Services, identified in **Schedule "A"** to this Agreement, and receive a credit for payment of development charges for the DC Credit-eligible Park Services which credit shall be for an estimated amount of six hundred and four thousand, three hundred and eighty three dollars (\$604,383) as shown in **Schedule "A"**.

2.12 Security

The DC Credit-eligible share of the cost of construction and/or installation of the Park Development shall act as security against the obligations of the Developers under this Agreement. Without limiting the foregoing, the Township reserves the right to withhold payment of the DC Credits to the Developers until such time as: (1) any and all instructions directed to the Developers under section 2.6 of this Agreement are complied with to the satisfaction of the Managing Director of Community Services; (2) any and all emergency repairs required under section 2.7 of this Agreement are undertaken by the Developers to the satisfaction of the Managing Director of Community Services; and/or (3) any and all maintenance and repair of the Park Development required under section 2.9 of this Agreement and within the Maintenance Period is completed to the satisfaction of the Managing Director of Community Services.

2.13 Assumption

2.13.1 The Township covenants and agrees that the Assumption each and every Park Block within the Development shall take place, through a written notice of Assumption to the Developers, upon fulfillment of the following conditions to the satisfaction of the Managing Director of Community Services for that Park Block:

- a) expiry of the Maintenance Period;
- b) receipt by the Managing Director of Community Services of a certificate of completion from the Consulting Landscape Architect that the Park Block has been completed according to the approved Park Development Plan and associated landscape plans and any subsequent approved change orders;
- c) receipt by the Managing Director of Community Services of a statutory declaration from the Developers that all contractors and subcontractors associated with the construction of the Park Block and landscape construction have been paid and that there is no liability owing to anyone under any circumstances related to any of the Park Blocks and/or the Park Development; and
- d) receipt by the Managing Director of Community Services of all final “as-constructed” drawings of the Park Block.

2.13.2 Upon the Assumption of each Park Block, the ownership of the that Park Block shall vest in the Township and the Developers shall have no claims or rights thereto.

PART 3 SECURITIES AND REDUCTIONS

3.1 Prior to commencing any of the Park Development, the Developers shall provide to the Township the securities based on **Schedule “B”** of this Agreement in one of the following forms, satisfactory to the Township’s Treasurer:

- a) bank drafts or certified funds from a Canadian chartered bank; or
- b) by delivery to the Township of an irrevocable standby letter of credit from a financial institution in a form approved by the Township (the Letter of Credit). Township policy requires that such Letters of Credit be issued by one of the financial institutions listed on and in the format set out in **Schedule “B”** to this Agreement.

3.2 The Securities shall secure and guarantee to the Township due performance of the Developers’ obligations relating to the provision of the Park Services and all financial obligations of the Developers, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the park development shown in **Schedule “A”** required by this Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/ secured party therein.

3.3 The value of the various Park Services for the purposes of the preceding paragraph shall be based on the cost estimates of the Developers’ consultants, engineers, and landscape architects, as approved by the Township, and adjusted as necessary to be equal to 100% of the contracted price for the design and construction of the Park Services inclusive of all estimated engineering and landscape architect costs and applicable taxes.

- 3.4 Following the Acceptance referred to in section 2.8 of the Agreement for each Park Blocks, the security may be reduced for that Park Block provided that following Acceptance of the final Park Block, the Developers shall continue to maintain security in the amount of Fifty Thousand (\$50,000.00) Dollars with the Township, which amount shall be released upon the Assumption of the Park Development as provided in section 2.13 of this Agreement.
- 3.5 The Developers specifically authorize the Treasurer of the Township to draw upon the security provided pursuant to Section 3.1 and 3.2 and to use such monies to pay for any costs or expenses incurred by the Township in connection with or relating to the development governed by this Agreement and /or to satisfy any financial obligation of the Developers to the Township pursuant to the terms of this Agreement when due.
- 3.6 Following Completion of the Park Development to the satisfaction of the Township and the verification of the As Constructed Cost of the Park Services by the Township's Managing Director of Community Services, such amount shall be compared to the estimated cost of the Park Services as adjusted, by the Township for the purposes of confirming development charge credits pursuant to Part 4 of this Agreement.

PART 4

DEVELOPMENT CHARGE CREDIT

- 4.1 The estimated costs for the DC Charge-eligible Park Services, estimated to be six hundred and four thousand, three hundred and eighty three dollars (\$604,383), and any Adjusted Amount, shall be allocated to the Developers as a Development Charge Credit in accordance with the operation of this Agreement. This Development Charge Credit, by operation of this Agreement, shall be allocated entirely and exclusively against the Applicable Development Charges.
- 4.2 Development Charge Credits shall be allocated by the Township in accordance with the following;
- a. At the time of building permit issuance for each lot and/or unit in the Subdivision, the Developers and/or any other applicable builder shall pay 100% of Development Charges owing for that lot and/or unit based on rates in effect at the time of issuance of the building permit;
 - b. Two weeks following at the end of the first quarter following the Acceptance Date, the Township shall make payment to the Developers for the amount of the Development Credit accrued for all building permits issued for the Subdivision prior to the Acceptance Date, if any, being the cumulative amount of Applicable Development Charges paid by the Developers prior to the Acceptance Date, if any.
 - c. Two weeks following each six-month period thereafter, the Township shall make payment to the Developers for the amount of the Development Credit accrued for all building permits issued for the Subdivision in the preceding quarter, being the cumulative amount of Applicable Development Charges paid during the previous six month period.
 - d. Township payments for Development Credits shall continue to be made to the Developers semi-annually in the manner described in sub-section 4.2(c) above until the cost of all DC Credit-eligible Park Services have been repaid in full.

4.3 No interest shall be paid to the Developers related to the Development Charge Credit.

PART 5

GENERAL PROVISIONS

5.1 Joint and Several Obligations

The Developers shall each be jointly and severally responsible to meet all of the Developers obligations and accept all liabilities under this Agreement.

5.2 Indemnity

The Developers covenants and agrees to indemnify and save completely harmless the Township and its agents, contractors and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any of the Park Development required under this Agreement, or by reason of the maintenance or lack of maintenance of the Park Services by the Developers pursuant to the terms of this Agreement or by reason of any defect in workmanship or material in relation to the Park Development.

5.3 Insurance

Before commencing any of the Park Development, the Developers shall, at their own expense, supply the Township with Certificates of Insurance confirming the policies of insurance listed below as items (a) to (e) of this section. The Developers shall provide these Certificates of Insurance satisfactory to the Director of Corporate Services, together with proof of renewal at least ten (10) days prior to expiry.

- (a) Commercial General Liability underwritten by an insurer licensed to conduct business in the Province of Ontario. The Policy shall include an extension for a standard provincial form of non-owned automobile liability policy. This policy shall include but not be limited to:
 - i. a limit of liability of not less than \$5,000,000.00 per occurrence;
 - ii. personal injury liability;
 - iii. Products and completed operations coverage (Broad Form) with an aggregate limit of not less than \$2,000,000.00;
 - iv. provision for cross-liability in respect of the named insured;
 - v. Non-owned automobile coverage with a limit of at least \$2,000,000 per occurrence including contractual non-owned coverage;
 - vi. 30 days prior notice of any alteration, cancellation or material change in policy terms which reduces coverage, to be given in writing to the Township;
 - vii. Completed operations;
 - viii. XCU endorsement,
 - ix. Hostile fire.

The policy(ies) shall name the Township as an Additional Insured and if the policy contains an Insured exclusion, the exclusion shall be amended to permit claims by the Township against the Developers, as the Named Insured.

- (b) Property Insurance, as may be applicable, with respect to physical loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including equipment, tools and stock, used in connection with this Agreement. Such property insurance shall be written

on a replacement cost basis of said property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises, and include a waiver of subrogation against the Township.

- (c) Errors and Omissions liability insurance on a "claims made" basis with an aggregate insured limit of \$3,000,000 covering economic damages specifically arising from errors and omissions in the rendering of professional services under this Agreement.
- (d) Automobile insurance in force for the duration of this Agreement under a standard Automobile Policy with limits no less than \$2,000,000 in respect of each owned or leased licensed vehicle.

The above listed policies shall name the Township as an Additional Insured and if a policy contains an Insured exclusion, the exclusion shall be amended to permit claims by the Township against the Developers, as the Named Insured.

5.4 Warranty

The Developers shall ensure that any supplier/manufacturer warranty in relation to playground equipment, park furniture and other items installed at the Park Blocks as part of the Park Development shall be transferred to the name of the Township immediately prior to Assumption of the Park Blocks and shall provide proof of same to the Managing Director of Community Services.

5.5 Liens

The Developers shall remain responsible for any and all liens that may become registered against the Park Blocks or the Park Development and Assumption will be delayed by the Township unless and until any and all such liens are ensured discharged by the Developers.

5.6 Registration of Agreement

The parties hereby covenant and agree that this Agreement and any schedules attached hereto may be registered upon title to the Park Blocks. The Developers further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendment thereto notwithstanding that such registration may have been solely at the instance of the Township.

5.7 Township as Agent of Developers

Any work done by the Township for or on behalf of the Developers or by reason of the Developers not having done the work in the first instance shall be deemed to be done as agent for the Developers and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by the Township.

5.8 Notices

- 5.8.1 Any notice, demand, acceptance or request required to be given hereunder in writing, unless otherwise specified herein, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed as follows:

To the Corporation of the Township of Centre Wellington:

Township of Centre Wellington,
1 MacDonald Square
Elora, Ontario N0B 1S0
Attention: Dan Wilson, CAO

or such change of address as the Township has by written notification forwarded to the Developer.;

To the Developers

Haylock Farms Ltd. and 123856 Ontario Limited c/o
Haylock Farm Ltd.
7 Edinburgh Road South
Guelph, Ontario
N1H 5N8
Attention: Terry Ellery

or such change of address as the Developers have by joint written notification forwarded to the Township;

- 5.8.2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- a. if delivered, on the date of delivery; or
 - b. if mailed, then on the fifth (5th) day after the mailing thereof; or
 - c. by facsimile.

5.9 Direction for Township Payments to Developers

- 5.9.1 The Developers hereby direct that each and every payment to be made by the Township pursuant to this Agreement, shall be made payable to the Developers through a payment to HAYLOCK FARM LTD, or such other account as may be specified in a jointly executed further direction for payment (the “**Developers’ Account**”)
- 5.9.2 Each and every payment made by the Township to the Developers’ Account shall be deemed to have been received jointly by the Developers in full satisfaction of the Township’s payment requirement under the Agreement, and the Township shall have no further payment obligations to the Developers, jointly or severally, with respect to any payment made by the Township under the Agreement, provided such payment is otherwise in accordance with this Agreement.
- 5.9.3 For greater clarity, the Developers agree that the Township has no responsibility or liability with respect to the allocation of any and all Township payments made under this Agreement as between Haylock and Youngblood, that the Developers have sole responsibility for ensuring that funds paid by the Township to the Developers pursuant to this Agreement are correctly allocated as between Haylock and Youngblood.

5.10 Severability and Jurisdiction

5.10.1 If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the Parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein.

5.10.2 It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement.

5.10.3 The Parties agree that they shall not question the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

5.11 Warranty as to Capacity

The Developers represents and warrants to the Township that the Developers, jointly and severally, have full power and capacity to enter into this Agreement and any documents arising from this Agreement.

5.12 Legislative Change

References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

5.13 Claims Inconsistent with Agreement

The parties agree that they shall not question capacity of any party to enter into this Agreement or question the legality of any provision of this Agreement, nor question the legality of any obligation created hereunder and the parties, their heirs, successors and permitted assigns are and shall be estopped from contending otherwise in any proceeding before a court of competent jurisdiction or any administrative tribunal.

The Developers hereby acknowledge that this Agreement is entered into and executed by it for the purpose of having the Township act in reliance on the covenants by it contained herein and the Developers do hereby waive any right or claim which it now has or may hereinafter acquire which is inconsistent with the terms of this Agreement.

5.14 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

5.15 Further Documents

The Parties agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Township or the Developers may reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

5.16 Laws of Ontario

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

5.17 Headings and Wording

The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.18 Singular/Plural etc.

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

5.19 Time of the Essence

Time shall be of the essence of this Agreement and each of its provisions.

5.20 Execution in Counterparts

This Agreement may be executed in counterparts and delivered by facsimile transmission and each such counterpart, whether delivered executed in its original form or by facsimile transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.

5.21 Municipal Discretion and Authority

This Agreement shall not in any manner fetter the discretion or rights of the Township under any legislation including, but not limited to, the *Municipal Act, 2001*, S.O. 2001, c. 25, the *Planning Act*, R.S.O. 1990, c. P.13, and the *Development Charges Act, 1997*, S. O. 1997, c. 27

5.22 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

5.23 Successors & Assigns

5.23.1 It is hereby agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Developers herein contained shall run with the Lands.

5.23.2 In the event that the one or both of Developers wish to sell or transfer the whole or any part of the lands described herein, (other than to a purchaser of a home or individual lot or lots for personal use and not for inventory of a business) prior to Assumption of the Park Development, the Developers shall, prior to completing any such sale or transfer, provide the Township with an agreement signed by the purchaser or transferee in a form satisfactory to the Township in which that party agrees to be bound by the terms of this Agreement.

PART V
LIST OF SCHEDULES

The following schedules are attached hereto and form part of this Agreement:

SCHEDULE “A” being the breakdown of Park Services and estimates of costs attributable to: (1) the Developers for (a) Basic Local Services (b) Developers-requested Enhancements; and (2) DC Credits for DC Credit-eligible Park Services;

SCHEDULE “B” being the Details for the Letter of Credit applicable to the security requirements for this Agreement;

SCHEDULE “C” being the Park Development Plan for, respectively, Park 1, Park 2 and the Trail System.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON

By: _____
Name: Kelly Linton
Title: Mayor

By: _____
Name: Kerri O’ Kane
Title: Clerk
I/We have authority to bind Corporation

HAYLOCK FARM LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:
I/We have authority to bind the Corporation

123856 ONTARIO LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:
I/We have authority to bind the Corporation

SCHEDULE “A”

DEVELOPER AND DC CREDIT-ELIGIBLE COST ALLOCATION

The following tables provide a breakdown Park Services for each of Park 1, Park 2 and the Trail System by category of service and estimated costs based on the following categories: Basic Local Services (developers cost), Developers-requested Enhancements (Developers’ cost) and DC Credit-Eligible Park Services (eligible for DC Credit).

	A	B	C	A + B + C
DESCRIPTION - HAYLOCK YOUNGBLOOD PARK DEVELOPMENT	BASIC LOCAL SERVICE	DEVELOPERS REQUESTED ENHANCEMENTS	DC CREDIT ELIGIBLE	TOTAL
	See Note 1	See Note 2	See Note 3	
Harrison Park				
Natural Style Play Equipment	-	50,000	50,000	100,000
Swing Set	-	-	10,000	10,000
Resilient surfacing	-	-	14,700	14,700
Granite boulder seating (or similar)	-	5,000	-	5,000
Curbing (play and planter)	-	-	18,500	18,500
Asphalt	-	-	90,900	90,900
Concrete	-	-	8,500	8,500
Concrete accessible ramps	-	-	3,600	3,600
Unit Paver (entry feature)	-	9,200	-	9,200
Benches	-	-	16,200	16,200
Picnic Tables	-	-	12,000	12,000
Garbage Receptacles	-	-	1,600	1,600
Shade Structure + footings	-	-	45,000	45,000
Dry Laid Stone Walls	-	14,000	-	14,000
Minor Trailhead Sign	-	-	3,000	3,000
Park Sign	-	-	1,500	1,500
Trail Signage	-	-	1,500	1,500
Trees	-	-	36,600	36,600
Shrubs	-	840	-	840
Perennials	-	2,736	-	2,736
Compensation Trees (60mm)	5,400	-	-	5,400
Compensation Trees (70mm)	4,550	-	-	4,550
Compensation Trees (2 gal)	560	-	-	560
Lighting (for ice rink)	-	-	20,000	20,000
Rink Hydrant + service	-	-	7,500	7,500
Pitsetter	-	-	5,000	5,000
CB's	8,000	-	-	8,000
Culvert	3,000	-	-	3,000
Site Work/restoration	-	-	15,000	15,000
Seeding	14,850	-	-	14,850
Contingency (15%)	5,454	12,266	54,165	71,885
Total - Harrison Park	\$ 41,814	\$ 94,042	\$ 415,265	\$ 551,121

	BASIC LOCAL SERVICE	DEVELOPERS REQUESTED ENHANCEMENT S	DC CREDIT ELIGIBLE	TOTAL
Haylock Park				
Asphalt	-	-	44,700	44,700
Unit Pavers (entry feature)	-	3,600	-	3,600
Concrete	-	-	6,200	6,200
Steps (terrace)	-	-	2,000	2,000
Benches	-	-	3,600	3,600
Games Tables	-	-	2,500	2,500
Bistro Tables	-	-	3,500	3,500
Garbage Receptacles	-	-	800	800
Armour Stone	-	-	3,150	3,150
Dry Laid Stone Walls	-	16,500	-	16,500
Trail Signage	-	-	900	900
Tree Planting (60mm cal)	-	-	9,000	9,000
Tree Planting (250cm ht)	-	-	1,500	1,500
Compensation Plan (NRSI) **	-	-	-	-
Site work/Restoration	-	-	10,000	10,000
Lighting/Electrical	-	-	15,000	15,000
Park name sign	-	-	1,500	1,500
Amphitheatre	-	25,000	-	25,000
Seeding	3,600	-	-	3,600
Contingency (15%)	540	6,765	15,653	22,958
Total - Haylock Park	\$ 4,140	\$ 51,865	\$ 120,003	\$ 176,008

**Compensation plan for area within Haylock Park is valued at \$43,575 as per Table 3, Plantation & Habitat. This tree work is secured as part of the overall Haylock Ph. subdivision Letter of Credit credit and not included in the Park Development budget.
This report is Appendix V of NRSI EIR Oct 18, 2019.

<u>Trails</u>	BASIC LOCAL SERVICE	DEVELOPERS REQUESTED ENHANCEMENT S	DC CREDIT ELIGIBLE	TOTAL
Trails within Storm Water Management Block:				
Base (excluding SWM accesses as per civil)	12,100	-	6,500	18,600
Asphalt (excluding SWM accesses as per civil)	24,200	-	13,000	37,200
P gates	12,000	-	-	12,000
Trail Signage	-	-	1,050	1,050
Minor Trailhead Sign	-	-	3,000	3,000
Concrete (Trail Sign Pad)	-	-	500	500
Benches (2)	1,950		1,050	3,000
Armour Stone	4	-	4,900	4,904
Trails within Linear Park Bocks				
Base	-	-	6,000	6,000
Asphalt	-	-	12,000	12,000
Trail Signage	-	-	600	600
Bench (1)			1,500	1,500
Site work/Restoration	-	-	10,000	10,000
Seeding	4,000	-	-	4,000
Trails Contingency (15%)	8,138		9,015	17,153
Total - Trails	\$ 62,392	\$ -	\$ 69,115	\$ 131,507
TOTAL COST ESTIMATE	\$ 108,346	\$ 145,907	\$ 604,383	\$ 858,636

Total Developers Funded	\$ 254,254	<i>(Columns A + B)</i>
Total Eligible for DC Credits	\$ 604,383	<i>(Column C)</i>
Total Cost Estimate	\$ 858,636	

Note 1 - Pursuant to this Agreement, the Developers shall finance this amount.
Note 2 - Pursuant to this Agreement, the Developers shall finance this amount.
Note 3 - Pursuant to this Agreement, the Developers shall initially finance this amount, then receive development charge credits as outlined.

SCHEDULE “B”

Details for Letter of Credit

NOTE: Township policy requires that the Letter of Credit be issued by any one of the following financial institutions:

Bank of Montreal,
Bank of Nova Scotia,
Canadian Imperial Bank of Commerce,
Royal Bank of Canada,
Toronto-Dominion Bank, or
Meridian Credit Union

APPROVED FORM FOR LETTER OF CREDIT

Your Name & Address
Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT
BENEFICIARY: TOWNSHIP OF CENTRE WELLINGTON

c/o 1 MacDonald Square
ELORA, Ontario N0B 1S0

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Financial Institution & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (Financial Institution) hereby establish and give to you an irrevocable standby letter of credit (the “credit”) in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Centre Wellington and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed]**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the (date), subject to the following condition:

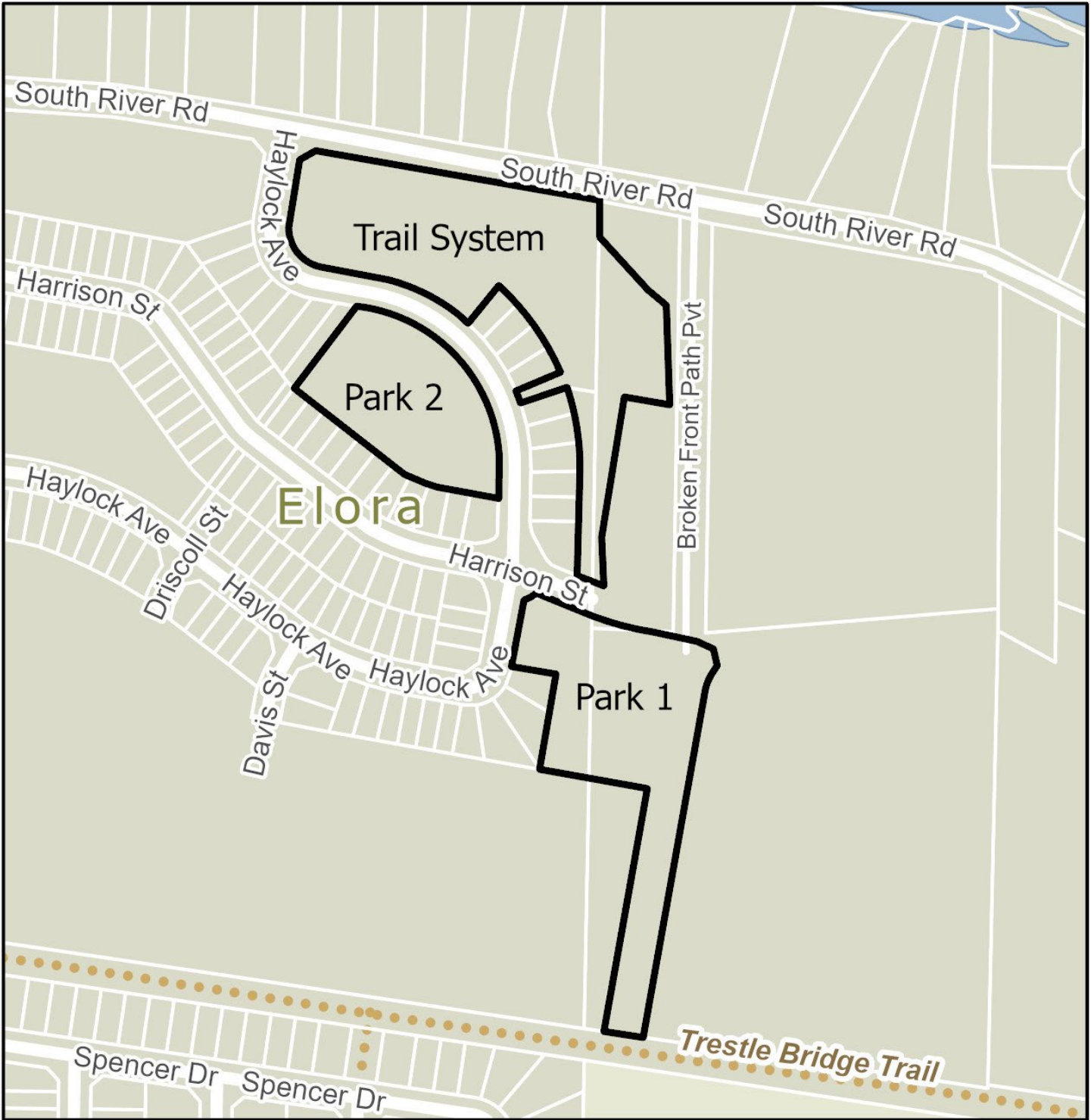
It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

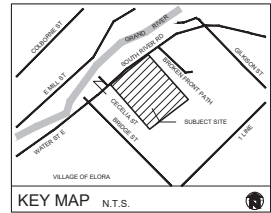
Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.

SCHEDULE "C"

Parkland Development Plan





GENERAL NOTES

1. DRAFT PLAN INFORMATION AS PER MHBC.
2. SITE GRADING AND SERVISING AS PER MTE.
3. EXISTING TOPOGRAPHIC CONDITIONS INFORMATION AS PER MTE.
4. EXISTING TREE LOCATIONS AS PER NRSI AND MHBC.

HAYLOCK FARM LTD.
&
1239567 ONTARIO LTD.



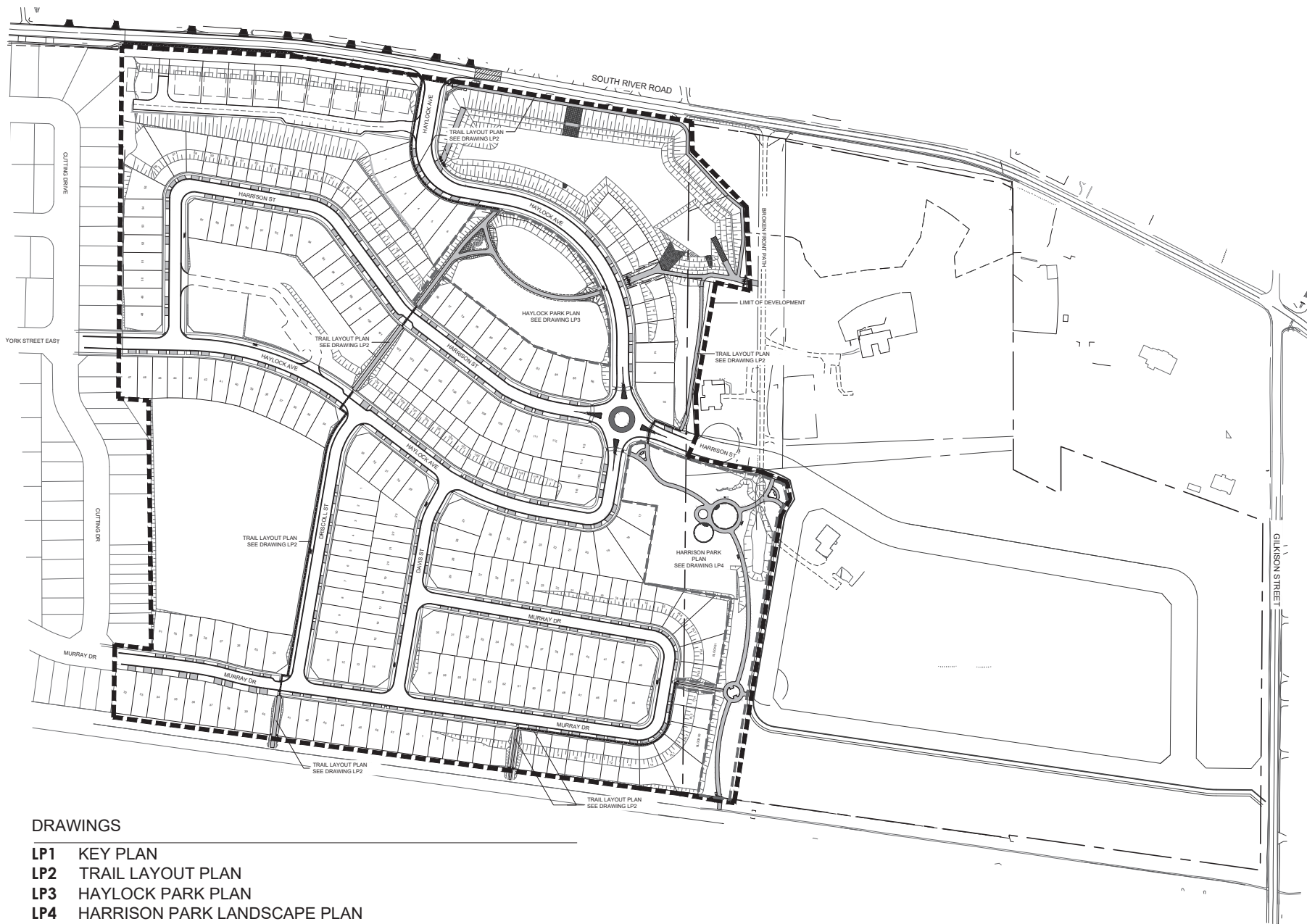
REV	DATE	DESCRIPTION	BY
1	Oct 18, 21	Issued for Agreement	CMH
2	Nov 18, 21	Revised as per comments	CMH

HAYLOCK PARKS
South River Road
Township of Centre Wellington
Village of Elora

Key Plan

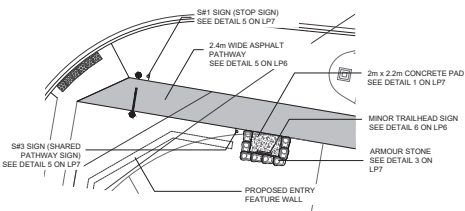
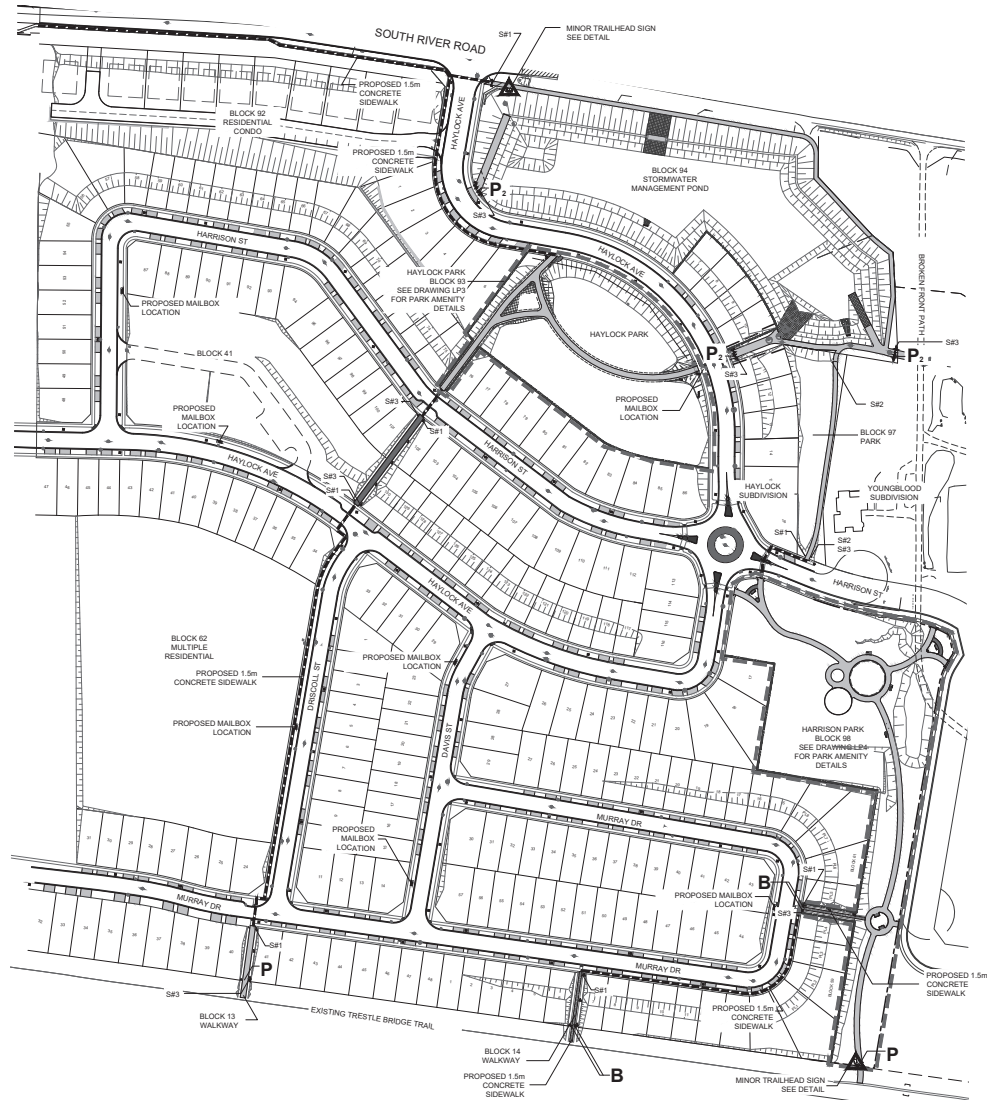


PROJECT NO. 2019-42	DRAWN BY: CMH
SCALE: 1:1500	DESIGNED BY: CMH
SHEET	APPROVED BY: AWH
LP1	PLOT DATE: Nov. 18, 2021

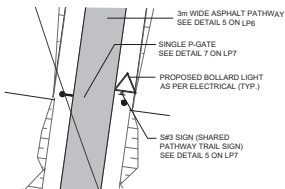


DRAWINGS

- LP1 KEY PLAN
- LP2 TRAIL LAYOUT PLAN
- LP3 HAYLOCK PARK PLAN
- LP4 HARRISON PARK LANDSCAPE PLAN
- LP5 HARRISON PARK PLANTING PLAN
- LP6 LANDSCAPE DETAILS
- LP7 LANDSCAPE DETAILS
- LP8 LANDSCAPE DETAILS

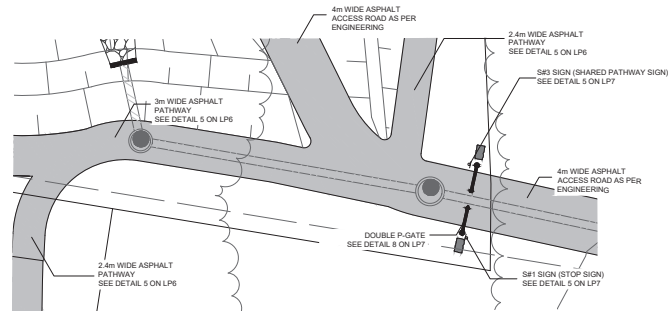


1 MINOR TRAILHEAD SIGN DETAIL
1:200

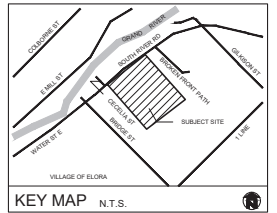


2 SINGLE P-GATE DETAIL
1:200

LEGEND	
P	PROPOSED P-GATE (SEE DETAIL 7 ON LP7)
P ₂	PROPOSED DOUBLE P-GATE WITH ARMOUR STONE (SEE DETAIL 8 ON LP7)
Δ	PROPOSED MINOR TRAILHEAD SIGN ON CONCRETE PAD WITH ARMOUR STONE
B	PROPOSED BOLLARD (SEE DETAIL 6 ON LP7)
— — — — —	PROPOSED CHAIN LINK FENCE (SEE DETAIL 4 ON LP7)
— — — — —	PROPOSED TRAIL CONNECTIONS
S#1	PROPOSED TRAIL STOP SIGN (250mm x 250mm) (SEE DETAIL 5 ON LP7)
S#2	PROPOSED STEEP SLOPE TRAIL SIGN (375mm x 250mm) (SEE DETAIL 5 ON LP7)
S#3	PROPOSED SHARED PATHWAY TRAIL SIGN (375mm x 250mm) (SEE DETAIL 5 ON LP7)



3 DOUBLE P-GATE WITH ARMOUR STONE DETAIL
1:200



- ### GENERAL NOTES
1. ALL WORKMANSHIP WILL BE TO THE STANDARDS OF LANDSCAPE ONTARIO.
 2. CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE AREAS UNTIL OWNERS ACCEPTANCE OF PROJECT.
 3. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES.
 4. ALL MATERIALS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 5. CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES ARE TO BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT.
 6. DRAFT PLAN INFORMATION AS PER MHBC, DATED AUGUST 22, 2018.
 7. SITE GRADING AND SERVISING INFORMATION AS PER MTE.
 8. EXISTING TREE LOCATIONS AS PER NRSI AND MHBC. NRSI EIR AND TSDP DATED JUNE 2019 AND ADDENDUM DATED OCTOBER 2019.

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no.	date	description	by
1.	Oct 18, 21	Issued for Agreement	CMH
2.	Nov 18, 21	Revised as per comments	CMH

HAYLOCK PARKS
South River Road
Township of Centre Wellington
Village of Elora

Trail Layout Plan

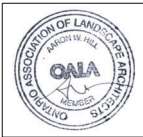


PROJECT NO.: 2019-42	DRAWN BY: CMH
SCALE: 1:1500	DESIGNED BY: CMH
SHEET: LP2	APPROVED BY: AWH
	PLOT DATE: Nov. 18, 2021



1. ALL WORKMANSHIP WILL BE TO THE

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PROJECT NO.: 2019-62	DRAWN BY: CMH
SCALE: 1:300	DESIGNED BY: CMH
SHEET:	APPROVED BY: AWH
LP3	PLOT DATE: Nov. 18, 2021



FINE GRADE AND SEED ALL DISTURBED PLANTATION AREAS WITHIN 30 DAYS WITH BOTH THE WOODLAND NATIVE SEED MIX AND THE ANNUAL RYE GRASS AT THE RATES LISTED BELOW.

NOTE:
SLOPES 3:1 AND GREATER TO RECEIVE EROSION CONTROL MATTING AT THE
DIRECTION OF THE LANDSCAPE ARCHITECT.

LOW MAINTENANCE ECO LAWN MIX (OSC #8340)

35%	CREEPING RED FESCUE (FESTUCA RUBRA)
35%	J5 CHEWINGS FESCUE (FESTUCA RUBRA SSP. COMMUTATA)
20%	ECOSTAR HARD FESCUE (FESTUCA BREVIPILA)
10%	TOPGUN PERENNIAL RYE (LOLIUM PERENNE)

TO BE APPLIED AT A RATE OF 250kg/ha

100% ANNUAL RYE GRASS (LOLIUM MULTIFLORUM)

TO BE APPLIED AT A RATE OF 22kg/ha

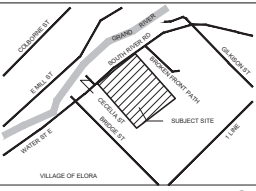
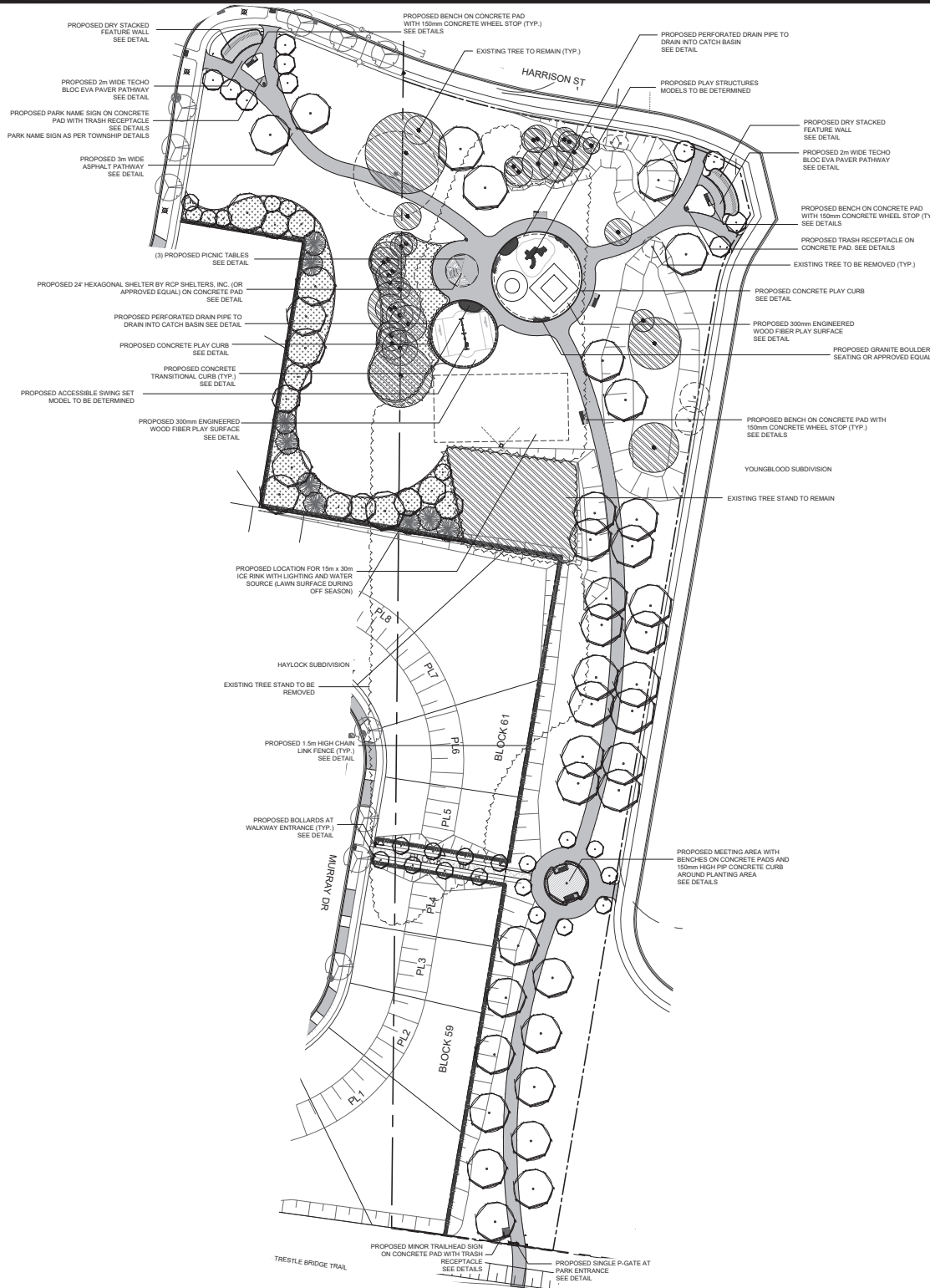
WOODLAND NATIVE SEED MIX (OSC #8275)

10%	FOXGLOVE BEARDTONGUE (PENSTEMON DIGITALIS)
1%	BEBB'S (CAREX BEBBII)
1%	NODDING/FINGED SEED (CAREX CRINATA)
50%	FOWL BLUEGRASS (POA PALUSTRIS)
30%	SHOWY TICK TREFOIL (DESMODIUM CANADENSIS)
1%	FOWL MANNAGRASS (GLYCERIA STRIATA)
2%	SPOTTED JOE PYEWEEED (EUPATORIUM MACULATUM)
1%	CANADA ANEMONE (ANEMONE CANADENSIS)
4%	WHITE AVENS (GEUM CANADENSE)

TO BE APPLIED AT A RATE OF 25kg/ha

TO BE APPLIED AT A RATE OF 22kg/ha

KEY	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE	COND.
AG	12	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry (tree form)	60mm cal.	W.B.
AR	5	<i>Acer rubrum</i>	Red Maple	250cm ht.	W.B.
AS	1	<i>Acer saccharum</i>	Sugar Maple	60mm cal.	W.B.
CA	2	<i>Cornus alternifolia</i>	Pagoda Dogwood (tree form)	60mm cal.	W.B.



GENERAL NOTES

1. ALL WORKMANSHIP WILL BE TO THE STANDARDS OF LANDSCAPE ONTARIO.
2. ALL PLANT MATERIAL TO BE NO.1 GRADE NURSERY GROWN IN ACCORDANCE WITH THE CANADIAN STANDARDS FOR NURSERY STOCK, 9TH EDITION, 2017, BY THE CANADIAN NURSERY TRADES ASSOCIATION.
3. BACKFILL WILL CONSIST OF SOIL NATIVE TO THE SITE OR GENERAL SOIL TYPE/CLASS NATIVE TO THE SITE. TOPSOIL TO BE TESTED FOR NUTRIENT VALUE AND AMENDED FOR OPTIMAL GROWTH AS PER THE RECOMMENDATIONS OF THE SOIL TEST.
4. CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE AREAS UNTIL OWNER'S ACCEPTANCE OF PROJECT.
5. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES.
6. PLANTING MAY BE ADJUSTED TO SUIT LOCATIONS OF SITE UTILITY STRUCTURES/SERVICES.
7. ALL MATERIALS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
8. SPREAD MULCH TO A MINIMUM OF 100mm COMPACTED DEPTH ON ALL TREE PITS AND PLANTING BEDS.
9. CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES ARE TO BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT. QUANTITIES NOTED WITHIN THE PLAN SUPERCEDE THOSE IN THE PLANT LIST. ANY SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
10. SOD AS MARKED WITH NURSERY SOD ON A MINIMUM OF 100mm OF CLEAN TOPSOIL. FINE GRADE AND SOD ALL BOULEVARD AREAS TO MUNICIPAL SPECIFICATIONS AND REPAIR DAMAGE TO ADJACENT PROPERTIES, AS REQUIRED.
11. FINAL INSPECTION AND ACCEPTANCE OF PLANTING WORK SHALL COINCIDE WITH THE FINAL INSPECTION AND ACCEPTANCE OF ALL WORK INCLUDED IN THE CONTRACT.
12. ALL SEEDED SLOPES 3:1 AND GREATER TO RECEIVE EROSION CONTROL MATTING (COIR MAT OR OTHER WILDLIFE FRIENDLY ALTERNATIVE). PIN SOD ON ALL SLOPES OF 3:1 OR GREATER.
13. SUBMIT A WRITTEN GUARANTEE TO THE EFFECT THAT ALL PLANTS ACCEPTED DURING THE PERIOD OF JANUARY 1st TO JULY 1st SHALL BE GUARANTEED UNTIL JULY 1st THE FOLLOWING YEAR. PLANTS ACCEPTED DURING THE PERIOD OF JULY 1st TO DECEMBER 31st SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF ACCEPTANCE. THE GUARANTEE PERIODS LISTED ABOVE SHALL APPLY TO ALL 'NURSERY GROWN' PLANTS.
14. AT THE TIME OF FINAL INSPECTION ALL PLANTS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, PLANTED IN FULL ACCORDANCE WITH DRAWINGS AND CONDITIONS.
15. SITE PLAN INFORMATION AS PER MHBC.

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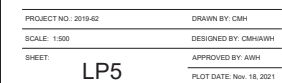
REVISIONS			
no.	date	description	by
1.	Oct 18.21	Issued for Agreement	CMH
2.	Nov. 18.21	Revised as per comments	CMH

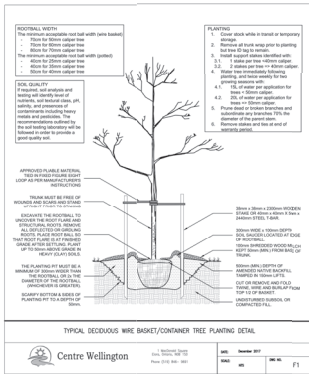
HAYLOCK PARKS
South River Road
Township of Centre Wellington
Village of Elora

Harrison Park Landscape Plan

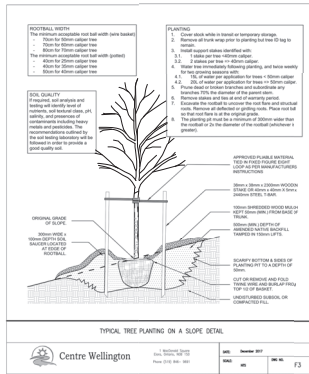


PROJECT NO. 2019-42	DRAWN BY: CMH
SCALE: 1:500	DESIGNED BY: CMH/AWH
SHEET: LP4	APPROVED BY: AWH
	PLOT DATE: Nov. 18, 2021

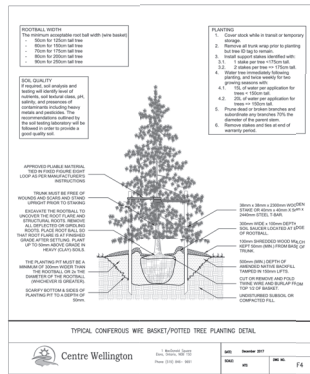




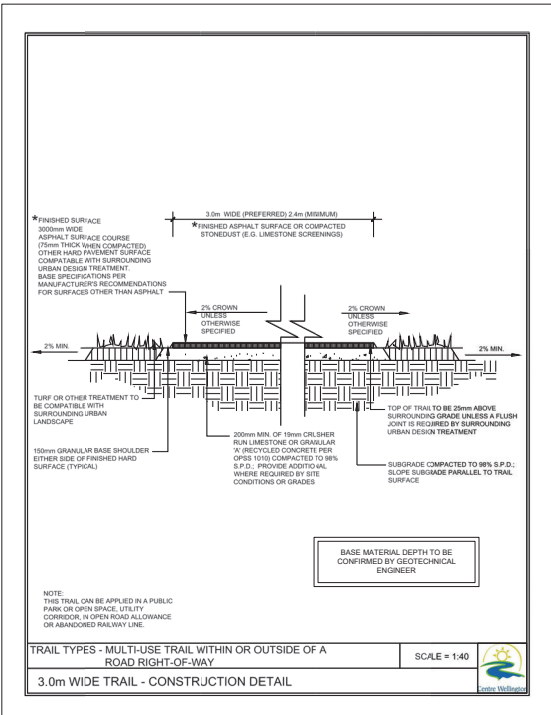
1 CENTRE WELLINGTON STANDARD DECIDUOUS TREE PLANTING DETAIL NTS



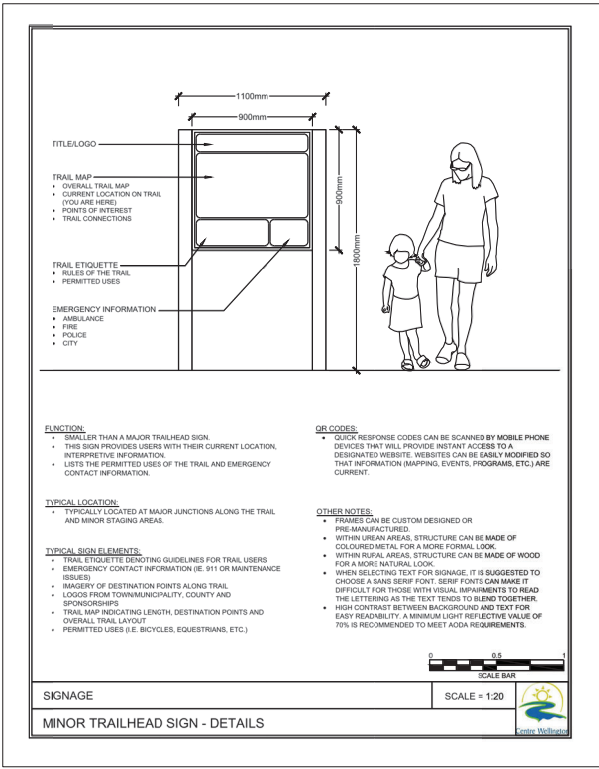
2 CENTRE WELLINGTON STANDARD TREE PLANTING ON A SLOPE DETAIL NTS



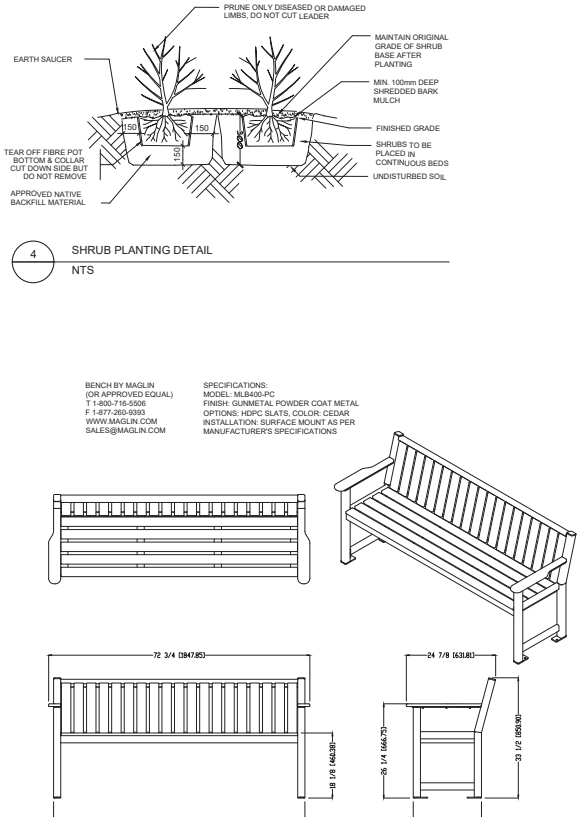
3 CENTRE WELLINGTON STANDARD CONIFEROUS TREE PLANTING DETAIL NTS



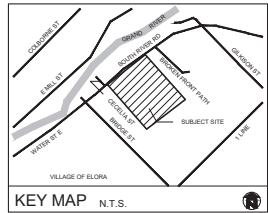
5 CENTRE WELLINGTON STANDARD ASPHALT TRAIL DETAIL 1:40



6 CENTRE WELLINGTON STANDARD MINOR TRAILHEAD SIGN DETAIL 1:20



7 BENCH DETAIL NTS



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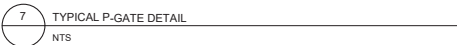
NO.	DATE	DESCRIPTION	BY
1.	Oct. 18.21	Issued for Agreement	CMH
2.	Nov. 18.21	Revised as per comments	CMH

HAYLOCK PARKS
South River Road
Township of Centre Wellington
Village of Elora

Landscape Details



PROJECT NO.: 2019-42	DRAWN BY: CMH
SCALE: AS NOTED	DESIGNED BY: CMH
SHEET: LP6	APPROVED BY: AWH
	PLOT DATE: Nov. 18. 2021



REVISIONS			
no.	date	description	by
1.	Oct.18.21	Issued for Agreement	CMH
2.	Nov.18.21	Revised as per comments	CMH

HAYLOCK PARKS
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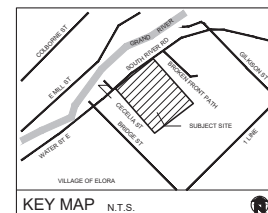
Landscape Details



PROJECT NO.: 2019-62	DRAWN BY: CMH
SCALE: AS NOTED	DESIGNED BY: CMH
SHEET:	APPROVED BY: AWH
LP7	PLOT DATE: Nov. 18, 2021



A photograph of a stone wall in a rural setting. The wall is built from large, irregular stones and is topped with a layer of smaller stones. In the background, there are trees and a body of water.



REVISIONS			
no.	date	description	
1.	Oct.18.21	Issued for Agreement	CM
2.	Nov.18.21	Revised as per comments	CM

Landscape Details

