

Properties

<i>PIN</i>	03933 - 0345 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-15; PT STRACHAN ST, PL 4D-15, FROM E BOUNDARY QUEEN ST TO W BOUNDARY FORTUNE ST ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	03933 - 0272 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-11; PT QUEEN ST, PL 4D-11; PCL STREETS-1, SEC 4D-15; QUEEN ST, PL 4D-15; PCL STREETS-1, SEC 4D-18; QUEEN ST, PL 4D-18; LYING N OF OTTAWA ST AND S OF HAMILTON ST ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	03933 - 0273 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-15; PCL STREETS-1, SEC 4D-18, PT QUEEN ST, FROM N/S OTTAWA ST TO S/S PL 4D-11 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	03933 - 0194 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-11; MARTIN ST, PL 4D-11, FROM E BOUNDARY QUEEN ST, PL 4D-11 TO W BOUNDARY FORTUNE ST, PL 4D-11 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	03933 - 0067 LT
<i>Description</i>	PCL 13-1, SEC 4D-23; UNIT 13, PL 4D-23; S/T CT159082 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04432 - 0104 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-11 ; MARTIN ST, PL 4D-11 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04432 - 0145 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-12 ; PT MARTIN ST, PL 4D-12, LYING E OF FOWLER ST ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04433 - 0163 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-12 ; LENNOX ST., PL 4D-12 ; PCL STREETS-1, SEC 4D-16 ; PT LENNOX ST., PL 4D-16 , LYING N OF THE S LIMIT OF STRACHAN ST, PL 4D-16 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04433 - 0169 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-12 ; PT MARTIN ST., PL 4D-12 , LYING E OF THE E LIMIT OF LENNOX ST ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04433 - 0164 LT
<i>Description</i>	PCL STREETS-2, SEC 4D-12 ; MCBEAN ST., PL 4D-12 ; PCL STREETS-2, SEC 4D-16 ; PT MCBEAN ST., PL 4D-16 , LYING N OF THE S LIMIT OF STRACHAN ST, PL 4D-16 ; PCL 1-1, SEC 4D-13 , PT 1, 4R5815 ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04433 - 0170 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-13 ; PT MARTIN ST, PL 4D-13 , LYING W. OF MURRAY ST. ; GOULBOURN
<i>Address</i>	OTTAWA
<i>PIN</i>	04433 - 0165 LT
<i>Description</i>	PCL STREETS-1, SEC 4D-13 ; MURRAY ST., PL 4D-13 ; PCL STREETS-1, SEC 4D-17 ; PT MURRAY ST., PL 4D-17 , LYING N OF THE S LIMIT OF STRACHAN ST ; GOULBOURN
<i>Address</i>	OTTAWA

Properties

PIN 04433 - 0171 LT
Description PCL STREETS-1, SEC 4D-13 ; PT MARTIN ST., PL 4D-13 , LYING E. OF MURRAY ST. ;
 GOULBOURN
Address OTTAWA

PIN 04436 - 0024 LT
Description PCL STREETS-1, SEC 4D-13 ; COCKBURN, PL 4D-13 ; GOULBOURN
Address OTTAWA

PIN 04437 - 0061 LT
Description PCL 13-1, SEC 4D-21 ; UNIT 15, PL 4D-21 ; UNIT 20, PL 4D-21 ; UNIT 23, PL 4D-21,
 EXCEPT PT 1, 4R10162 ; GOULBOURN T/W A RIGHT-OF-WAY OVER UNIT 19 ON
 PLAN D-21, AS IN CT110626.
Address OTTAWA

PIN 04437 - 0062 LT
Description PCL 13-1, SEC 4D-21 ; UNITS 13, 16 & 21, PL 4D-21 ; GOULBOURN T/W A
 RIGHT-OF-WAY OVER UNIT 19 ON PLAN D-21, AS IN CT110626.
Address OTTAWA

PIN 03933 - 0285 LT
Description PCL 1-1, SEC 4D-25; UNIT 1, PL 4D-25, EXCEPT PTS 1, 2 & 3, 4R6819 ; GOULBOURN
Address OTTAWA

PIN 03933 - 0286 LT
Description PCL 2-1, SEC 4D-25; UNITS 2, 3, 4, 5, 6 & 7, PL 4D-25, EXCEPT PL 4M-735 ;
 GOULBOURN
Address OTTAWA

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name CITY OF OTTAWA
Address for Service C/O Mgr Real Estate Services
 REPDO Mail Code 01-86
 110 Laurier Avenue West
 Ottawa, ON
 K1P 1J1

 file: L0101-CAIV (NM)

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Jim Watson, Mayor & Caitlin Salter-MacDonald, Deputy City Clerk.

Party To(s)	Capacity	Share
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Name	RICHMOND VILLAGE DEVELOPMENT CORPORATION
Address for Service	5504 Wicklow Dr. Ottawa, Ontario

I, Rob Pierce, ASO & Frank Cairo, ASO, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

Statements

This notice is for an indeterminate period
Schedule: See Schedules

Signed By

Steven Alexander Bannister	110 Laurier Av. W., 3rd floor Ottawa K1P 1J1	acting for Applicant(s)	Signed	2017 09 29
Tel 613-580-2400				
Fax 613-560-1383				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF OTTAWA	110 Laurier Av. W., 3rd floor Ottawa K1P 1J1	2017 09 29
Tel 613-580-2400		
Fax 613-560-1383		

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Total Paid	\$63.35

THIS FRONT ENDING AGREEMENT made pursuant to subsection 51(26) of the Planning Act this 7th day of July, 2016.

BETWEEN:

RICHMOND VILLAGE DEVELOPMENT CORPORATION

Hereinafter called the "Front-Ending Owner"

OF THE FIRST PART

AND:

CITY OF OTTAWA

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS The Corporation of the Township of Goulbourn amalgamated to form the City of Ottawa pursuant to the City of Ottawa Act, S.O. 1999

IN CONSIDERATION of the covenants expressed in this Agreement and other good and valuable consideration the parties hereto covenant and agree as follows:

1. IN THIS AGREEMENT:

"ACCEPTANCE" shall mean the date on which the City accepts all Front Ended Services and obligations which are constructed, installed, supplied or performed by the Front-Ending Owner pursuant to this Agreement and further referred to in this Agreement;

"AGREEMENT" shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

"APPROVAL" shall mean the date on which the City is satisfied that certain Front Ended Services have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement;

"CITY" shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;

"CITY SPECIFICATIONS OR STANDARDS" shall mean the detailed description of construction, materials, workmanship and standard of work to be carried out by the Front-Ending Owner as prescribed by the City and as amended from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;

"CITY TREASURER" shall mean the General Manager and City Treasurer of the Corporate Services Department of the City or his/her designate;

"COUNCIL" shall mean the Council of the City.

"DC ACT" shall mean the *Development Charges Act, 1997 S.O. 1997 c.27*;

"DEVELOPMENT CHARGES" means development charges under the Development Charges By-law;

"DEVELOPMENT CHARGES BY-LAW" shall mean City of Ottawa By-law No. 2014-229 and as may be further amended from time to time during the Term.

"FRONT-ENDED SERVICES" shall mean the services and studies more particularly described in Schedule "C" hereto.

"FRONT-ENDING LANDS" shall mean the lands shown in Schedule "A" hereto, being the lands upon which the Front- Ended Services will be constructed;

"FRONT-ENDING OWNER" shall mean Richmond Village Development Corporation;

"FRONT-ENDING OWNER'S LANDS" shall mean the lands described in Schedule "A1";

"GENERAL MANAGER, PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT" shall mean the senior officer of the Planning, Infrastructure and Economic Development Department of the City or his/her designate;

Revised: September 15, 2017

Project: Design & Construction of the Richmond Sanitary Trunk Sewer within Martin Street (from Queen Charlotte Street to Cockburn Street), Strachan Street (from Fortune Street to Queen Charlotte Street) and alongside the Queen Charlotte right-of-way from Strachan Street to Martin Street

Planning File No: D07-20-16-0006; Legal File No: L01-01-CAIV - Norma McConnell

"OTHER LANDS" shall mean such lands within the development charge area as may be set out in the Development Charges By-law, during the Term, save and except the Front-Ending Owner's Lands;

"PLANNING ACT" shall mean the *Planning Act*, R.S.O. 1990 c.P.13, as amended;

"PROFESSIONAL ENGINEER" shall mean an engineer in good standing with the Ontario Association of Professional Engineers;

"SANITARY TRUNK SEWER" shall mean all of the Works for the Front-Ended Services and shall include all engineering, supervision, design, inspection and land costs required for the Front-Ended Services.

"TERM" shall mean the time period from the date of execution of the Agreement to the date when all payments are made to the Front-Ending Owner pursuant to Clause 20.

2. **Recitals**

- (1) The City has completed a study under the DC Act that relates to the provision of services for which there will be an increased need as a result of development and which services will benefit the Front-Ending Owner's Lands.
- (2) Council has enacted the Development Charges By-law to establish Development Charges for the various services designated therein including the Richmond Sanitary Trunk Sewer.
- (3) The development of the Front-Ending Owner's Lands would require the design and construction and provision of certain works, facilities and services as set out in the Development Charges By-law.
- (4) The Front-Ending Owner intends to design and construct a Sanitary Trunk Sewer within Martin Street (from Queen Charlotte Street to Cockburn Street), Strachan Street (from Fortune Street to Queen Charlotte Street) and alongside the Queen Charlotte right-of-way from Strachan Street to Martin Street (hereinafter referred to as "Front-Ended Services").
- (5) The cost of the work will be initially borne by the Front-Ending Owner.
- (6) Construction of the Front-Ended Services will be of benefit to the Front-Ending Owner's Lands.
- (7) The Front-Ending Owner and the City have agreed to enter into this Front-Ending Agreement pursuant to Part III of the DC Act for the purpose of providing for the construction and installation of the Front-Ended Services and the financing thereof.
- (8) The Front-Ending Owner has provided an irrevocable direction, in writing, to the City authorizing and instructing that all amounts to be paid to the Front-Ending Owner under this Agreement shall be paid to The Bank of Nova Scotia at its branch located at 119 Queen Street, in the city of Ottawa, in the province of Ontario.

3. **DC Act**

- (1) If required the City covenants and agrees that within twenty (20) days of the execution of this Agreement, the City shall give notice of this Agreement by publishing a notice in a newspaper having general circulation in the City of Ottawa in accordance with Section 46 of the DC Act. The notice shall explain the nature and purpose of this Agreement and indicate that this Agreement can be viewed in the office of the City Clerk during normal office hours. The notice shall further indicate that any such owner may object to the Agreement by filing a written objection with the City Clerk within forty (40) days after the Agreement is made.
- (2) The Front-Ending Owner and the City acknowledge and agree that the Front-Ended Services are not local services as defined in Section 2(5) of the DC Act.
- (3) The Front-Ending Owner and the City acknowledge and agree that all costs of design and construction of the Front-Ended Services shall be the actual costs of such design and construction incurred by the Front-Ending Owner. Costs incurred shall be justified and include supporting invoices and payment certificates. For greater certainty such costs shall include:
 - (a) all payments on contracts entered into for such design and construction as accepted by the City; and
 - (b) all engineering and legal fees whether paid to consultants or to the City.

The Front Ending Owner acknowledges and agrees that engineering fees shall not exceed fifteen percent (15%) of the total cost of the Front Ended Services and that contingent costs being unanticipated costs related to the Front-Ended Services shall not exceed fifteen percent (15%) of the total cost of the Front-Ended Services. It is

understood that, notwithstanding these percentages, the total amount recoverable under the Front-Ending Agreement is \$2,789,078.13, plus applicable taxes.

For contingent costs, in addition to supporting invoices and payment certificates, the Front-Ending Owner shall provide written justification for such costs. The Front-Ending Owner further acknowledges and agrees that payment by the City of contingent costs is not guaranteed.

- (4) The Front-Ending Owner and the City further acknowledge and agree that the costs referred to in Clause 3(3) hereof shall not include:
 - (a) any indirect overhead expense of the Front-Ending Owner;
 - (b) any financing cost of the Front-Ending Owner; or
 - (c) the cost of any letter(s) of credit required by this Agreement.
- (5) This Agreement shall remain in force during the Term and thereafter:
 - (a) this Agreement shall terminate for all purposes except that the indemnity contained in Clause 28 shall remain in full force and effect; and
 - (b) the City shall not be obligated to collect front end payments as required hereunder.
- (6) The Front-Ending Owner acknowledges and agrees that it has full knowledge of the Development Charge By-laws applicable to the Front-Ending Owner's Lands.

4. **Design of Front-Ended Services**

- (1) The Front-Ending Owner shall design the Front-Ended Services.
- (2) The design of the Front-Ended services shall be in accordance with the City Specifications and shall be subject to all requirements of any applicable legislation.
- (3) The Front-Ending Owner acknowledges and agrees that all final decisions with respect to the design of the Front-Ended Services shall be made by the City in its absolute discretion.

5. **Construction of Front-Ended Services**

- (1) The Front-Ending Owner covenants and agrees that the contracts for construction and installation of the Front-Ended Services shall be awarded by through a competitive process in accordance with the City's purchasing policy and such competitive process shall be subject to the review and the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Where the Front-Ending Owner does not award the contract in accordance with the City's purchasing policy, the Owner must demonstrate that competitive pricing has been obtained, through analysis of an independent, qualified professional to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The contract for the work must be made available to the City to provide to the public.
- (2) The Front-Ending Owner shall design and construct the Front-Ended Services at the Front-Ending Owner's sole expense and in accordance with City Specifications and all applicable regulatory standards.
- (3) The Front-Ending Owner shall prepare and furnish, at its own cost, all plans, specifications, calculations, contours, or other information pertaining to the Front-Ended Services which may be required by the General Manager, Planning, Infrastructure and Economic Development and shall also prepare and submit to the General Manager, Planning, Infrastructure and Economic Development estimates of the quantities and costs of the Front-Ended Services, and substantiate same to the General Manager, Planning, Infrastructure and Economic Development, if requested. In all respects, the specifications used for the Front-Ended Services shall be equivalent to or exceed City Specifications and, in all cases, be acceptable to the General Manager, Planning, Infrastructure and Economic Development.
- (4) The Front-Ending Owner shall employ Professional Engineers registered by the Association of Professional Engineers of Ontario to carry out the following with respect to all of the Front-Ended Services, as may be required by the General Manager, Planning, Infrastructure and Economic Development:
 - (a) preparing and supplying design plans and drawings.
 - (b) preparing specifications.
 - (c) obtaining approvals in conjunction with the City.
 - (d) supervise layout and construction.
 - (e) maintaining records of construction.

- (f) preparing and supplying as-built plans and drawings in a form as detailed by City Specifications.

- (5) The Front-Ending Owner shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Front-Ended Services and the General Manager, Planning, Infrastructure and Economic Development shall have the right at all times to inspect the installation of the Front-Ended Services. Should it be found, in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development that such personnel are not on site or are incompetent in the performance of their duties, or that the said Front-Ended Services are not being carried out in accordance with approved plans or City Specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development may order all construction to be stopped.
- (6) The Front-Ending Owner acknowledges and agrees not to commence any work on the construction of Front-Ended Services until it has received both the Ministry of the Environment Certificate of Approval and a Notification to Commence Work issued by the City, where applicable.

6. **Inspection of Front-Ended Services**

Employees or agents of the City shall have the right at all times to free and uninterrupted access to any and all parts of the Front-Ending Lands for the purpose of inspection of the installation of the Front-Ended Services including the taking of samples of materials used in the Front-Ended Services being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor an Acceptance of any of the said Front-Ended Services by the City nor any assumption by the City of any liability in connection therewith nor a release from the Front-Ending Owner of any of its obligations under this Agreement.

7. **Approval of Front Ended Services**

- (1) Upon the completion of any section of Front-Ended Services as itemized in Schedule "C" or a portion of any section as agreed to by the General Manager, Planning, Infrastructure and Economic Development in accordance with the specifications and upon the preparation of such Front-Ended Services for inspection, which preparation shall include testing in accordance with City Specifications, the Front-Ending Owner may apply to the General Manager, Planning, Infrastructure and Economic Development for Approval of the Front-Ended Services. Prior to receiving Approval, the General Manager, Planning, Infrastructure and Economic Development may require testing of the Front-Ended Services.
- (2) As soon as possible after the receipt of an application for Approval of any Front-Ended Services, the City shall cause the Front-Ended Services to be inspected and shall furnish the Front-Ending Owner with a list of the deficiencies, if any, for the Front-Ended Services, or the General Manager, Planning, Infrastructure and Economic Development shall give the Front-Ended Services Approval in writing. If the City furnishes the Front-Ending Owner with a list of deficiencies for the Front-Ended Services, the Front-Ending Owner shall correct those deficiencies and the City shall give the Front-Ended Services Approval upon being satisfied that those deficiencies have been corrected.
- (3) In the event that the City has not given such Approval and has not provided the Front-Ending Owner with a list of deficiencies within 60 days of application for Approval, the Front-Ended Services for which Approval was applied shall be deemed to have received Approval. Approval shall not release the Front-Ending Owner from any obligation or constitute Acceptance of any Front-Ended Services.
- (4) In the event that the City has provided the Front-Ending Owner with a list of deficiencies for any Front-Ended Services, the Front-Ending Owner shall correct those deficiencies and notify the City when those deficiencies are being corrected so the City may be in attendance, and then the Front-Ending Owner may re-apply to the City for Approval of the Front-Ended Services. As soon as possible after the receipt of a re-application for Approval of the Front-Ended Services, the City shall cause the Front-Ended Services to be inspected and shall again furnish the Front-Ending Owner with a list of deficiencies, if any, for the Front-Ended Services, or shall give the Front-Ended Services Approval. If the City again furnishes the Front-Ending Owner with a list of deficiencies for the Front-Ended Services the Front-Ending Owner shall correct those deficiencies for the Front-Ended Services and notify the City when those deficiencies are to be corrected so that the City may be in attendance, and the City shall give the Front-Ended Services Approval only upon being finally satisfied that all deficiencies have been corrected.
- (5) If the remedying of the deficiencies is weather dependant, the Front-Ending Owner shall remedy such deficiencies within thirty (30) days of the City advising that the weather now permits the Front-Ending Owner to remedy the deficiencies.

8. **Maintenance of Front-Ended Services**

Notwithstanding any payment made to the Front-Ending Owner under this Agreement, the Front-Ending Owner shall maintain the Front-Ended Services installed pursuant to this Agreement until Acceptance is given. The Front-Ending Owner shall reinstate any faulty workmanship or materials or any damage done by the Front-Ending owner or persons claiming title from the Front-Ending Owner during the construction of Front-Ended Services, which may appear prior to Acceptance. The Front-Ending Owner shall be responsible for the cost of the maintenance of the Front-Ended Services installed pursuant to this Agreement until Acceptance is given.

9. **Acceptance of Front-Ended Services**

(1) Subject to the provisions of this Section, the Front-Ending Owner may apply for Acceptance of any Front-Ended Services upon the expiry of the one-year warranty period which commences on the date of Approval of the Front-Ended Services.

(2) Further to clause 20(2) of this Agreement, before applying for Acceptance of any Front-Ended Services, the Front-Ending Owner shall furnish the City with the following documents, as may be required by the General Manager, Planning, Infrastructure and Economic Development. It is agreed that if the documentation described in (a) through (c) below has been provided at Approval, and payment has been made to the Front-Ending Owner, that clauses (d) through (f) below shall still apply to the Acceptance process:

- (a) The plans and documents as indicated in the City Specifications;
- (b) Statutory declaration that all accounts for Front-Ended Services have been paid, except construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Front-Ended Services, services or materials supplied for or on behalf of the Front-Ending Owner.
- (c) Written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act of Ontario*, that a copy of a Certificate of Substantial Performance of the Front-Ended Services has been published in accordance with the requirement of that Act.
- (d) Not later than 30 days after the receipt of an application for Acceptance of any Front-Ended Services, the City shall cause the Front-Ended Services to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the City shall furnish the Front-Ending Owner with a list of deficiencies, if any, for the Front-Ended Services or Acceptance of the Front-Ended Services. If the City furnishes the Front-Ending Owner with a list of deficiencies for the Front-Ended Services, the Front-Ending Owner shall correct those deficiencies and notify the City when those deficiencies are to be corrected so that the City may be in attendance. Upon the rectification of the deficiencies, the Front-Ending Owner may make application to the City for Acceptance of the Front-Ended Services, subject to and in the manner provided in clause 9(2) hereof.
- (e) When the City is satisfied that all such deficiencies have been corrected in accordance with this Agreement, that all City accounts have been paid, and that all financial requirements as herein provided have been met, the City shall provide Acceptance of the Front-Ended Services.
- (f) Forthwith after the Acceptance of any Front-Ended Services, the City shall authorize the release of any security held for such Front-Ended Services.

10. **Remedy for Default**

(1) If, in the opinion of the General Manager, Planning, Infrastructure and Economic Development:

- (a) the Front-Ending Owner fails to install any Front-Ended Services within the time specified by the General Manager, Planning, Infrastructure and Economic Development in writing; or
- (b) should the Front-Ending Owner having commenced to install Front-Ended Services fail to proceed with reasonable speed or fail to install the Front-Ended Services in accordance with the terms of this Agreement; or
- (c) should the Front-Ending Owner be executing the Front-Ended Services carelessly or in bad faith, or should the Front-Ended Services so installed be faulty; or
- (d) should the Front-Ending Owner neglect or fail to renew or again perform such Front-Ended Services as may be rejected by the General Manager, Planning, Infrastructure and Economic Development as being or having become defective

or unsuitable; or

- (e) should the Front-Ending Owner fail to carry out any maintenance required under this Agreement; or
- (f) should the Front-Ending Owner in any manner, in the opinion of the General Manager, Planning, Infrastructure and Economic Development, make default in the performance of any of the terms of this Agreement;

then in such case the General Manager, Planning, Infrastructure and Economic Development shall promptly notify the Front-Ending Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of 5 days after such notice, then in that case the General Manager, Planning, Infrastructure and Economic Development, shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workers as in its opinion shall be required for the proper completion of the Front-Ended Services at the cost of the Front-Ending Owner or its surety, or both. The General Manager, Planning, Infrastructure and Economic Development, shall be the sole authority as to the extent of the Front-Ended Services required to be completed.

(2) If the City enters the Front-Ending Lands for any such purpose without notice in the event of an emergency, it shall give written notice to the Front-Ending Owner as soon as it is practical to do so thereafter. The cost of such Front-Ended Services shall be calculated by the General Manager, Planning, Infrastructure and Economic Development, whose decision shall be final and shall include a management fee of thirty percent (30%) of the value of dislocation and inconvenience caused to the City as a result of such default, failure, delay or neglect on the part of the Front-Ending Owner, it being hereby declared and agreed that the assumption by the Front-Ending Owner of the obligations set out in this clause is a consideration without which the City would not have executed this Agreement. The Front-Ending Owner shall pay the cost of the Front-Ended Services forthwith upon demand by the City. Nothing in this clause shall require the City to carry out any such Front-Ended Services or maintenance whatsoever. Any entry by the City upon the Front-Ending Lands for purposes of this clause shall not constitute an Acceptance of any Front-Ended Services by the City. The General Manager, Planning, Infrastructure and Economic Development shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the City.

(3) If for reasons beyond the Front-Ending Owner's control such as the availability of materials, strikes, Act of God or Act of the Public Enemies, the Front-Ending Owner is prevented from finishing any Front-Ended Services within the time so specified, the Front-Ending Owner may apply to the General Manager, Planning, Infrastructure and Economic Development for consent to extend the time for finishing the Front-Ended Services without forfeiting any relevant security, and the General Manager, Planning, Infrastructure and Economic Development shall not unreasonably withhold such consent.

11. Insurance Policy

The Front-Ending Owner shall provide, before the execution of this Agreement, and keep in force during the construction of the Front-Ended Services a comprehensive policy of public liability and property damage insurance acceptable to the City, providing insurance in the amount of not less than \$5,000,000 per occurrence exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, with a property damage deductible of not more than \$5,000.00. Such policy shall name the City of Ottawa as a named insured thereunder. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Front-Ending Owner or any of its servants or agents during the construction or installation or maintenance of any Front-Ended Services to be performed pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in force until Acceptance by the City of all Front-Ended Services to be constructed by the Front-Ending Owner hereunder. The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles and have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. The Front-Ending Owner shall forward to the City, prior to signing of this Agreement by the City, a certificate of liability insurance in the form set out in Schedule "F" hereof. This certificate of insurance shall be signed by an authorized employee of the insurance company providing the insurance. Such insurance policy shall contain an endorsement to provide the City and the Front-Ending Owner with not less than 30 days written notice of cancellation.

12. Financial Security

Before this Agreement is executed by the City, the Front-Ending Owner shall deposit with the City the sum of \$2,789,078.13, plus applicable taxes, in cash or irrevocable letter of credit in the form attached as Schedule "D" or other financial security acceptable to the City Treasurer and herein referred to as the "financial security" to meet the financial requirements of this

Agreement as set out in Schedule "B". The Front-Ending Owner acknowledges and agrees that the following provisions shall also apply:

- (a) Until the completion of all of the matters and things required to be provided and maintained by the Front-Ending Owner pursuant to this Agreement to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- (b) Until the completion of all of the matters and things required to be provided and maintained by the Front-Ending Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Front-Ended Services.
- (c) If the Front-Ending Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Front-Ending Owner, and the City, without notice to the Front-Ending Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of this clause.

13. **Interest and Payment Accounts**

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Front-Ending Owner to the City on all sums of money payable to the City herein which are not paid on the due dates calculated from such due dates.

14. **Approval/Acceptance - Financial Security**

- (a) Upon Approval of any of the Front-Ended Services or part thereof by the City, the City may permit a reduction of the financial security relating to the construction of the Front-Ended Services. The Approval of such stage in the construction of the Front-Ended Services shall be dated as of the date of the Front-Ending Owner's application for Approval thereof.
- (b) Upon Approval by the City of any further part of the Front-Ended Services or all the Front-Ended Services by the City, the City may permit a further reduction in the financial security relating to Front Ended Services. The Approval of such Front-Ended Services or part thereof shall be dated as of the date of the Front-Ending Owner's application for Approval thereof. Notwithstanding any payment to the Front-Ending Owner as outlined in clause 20 of this Agreement, the City reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Front-Ended Services and that at no such time would the City hold less security than the cost of completing the Front-Ended Services. In addition, the City shall retain sufficient security relating to such other Front-Ended Services to cover the Front-Ending Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Front-Ended Services and to satisfy the requirements of this Agreement related to construction liens. Responsibility for restoration shall continue until Acceptance by the City.
- (c) The Front-Ending Owner covenants and agrees to restore to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any faulty workmanship or materials used in construction of the Front-Ended Services or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Front-Ended Services. Such responsibility for restoration shall continue for a period of one year after Acceptance of the Front-Ended Services by the City.
- (d) Upon Acceptance of the said Front-Ended Services by the City and upon the City being satisfied there are no construction liens affecting any of the Front-Ended Services, the Front-Ending Owner shall be entitled to have released to it all financial security then held by the City under this Agreement.

15. **Inspection for Release of Financial Security**

It is hereby understood that it is the Front-Ending Owner's responsibility to make applications to the General Manager, Planning, Infrastructure and Economic Development for the inspection of any completed Front-Ended Services for which the Front-Ending Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

16. **Default – Financial Security**

After having first notified the Front-Ending Owner, the City may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "D" hereof to pay the cost of any Front-Ended Services that the General Manager, Planning, Infrastructure and Economic Development deems necessary to rectify default by the Front-Ending Owner or its assigns, or to pay the cost of any matter for which the Front-Ending Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Front-Ended Services or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the City deems necessary, shall be held by the City until Acceptance of the Front-Ended Services, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Clause 12 hereof, the General Manager, Planning, Infrastructure and Economic Development may recommend the reduction of such financial security from time to time as Front-Ended Services are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

17. **Construction Liens**

(a) The Front-Ending Owner agrees that it will hold back from its payments to any contractors who may construct any of the Front-Ended Services such sum or sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter c.30, as amended from time to time and will otherwise indemnify and save harmless the City against any claims, suits, actions or demands for construction liens or otherwise in connection with the Front-Ended Services and all costs, including legal costs in connection with the same, and on the demand of the City, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Front-Ended Services or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Front-Ending Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Front-Ended Services.

(b) Notwithstanding anything herein contained, the Front-Ending Owner agrees that the City shall not be required to release the financial security relating to the Front-Ended Services being constructed pursuant to this Agreement until the City is satisfied that there are no claims for construction liens relating to the Front-Ended Services and that the time for claiming a construction lien has expired. The Front-Ending Owner acknowledges that the City shall continue to hold at least 10% of the financial security until such period of time has expired.

(c) In the event that a claim for lien is registered under the *Construction Lien Act*, R.S.O. 1990, Chapter c.30, or any amendment thereto relating to the Front-Ended Services being constructed pursuant to this Agreement or a claim for lien in respect of the Front-Ended Services is given to the Clerk of the City, the Front-Ending Owner shall be deemed to be in default of this Agreement and the City, without notice to the Front-Ending Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The City shall use the financial security to complete the Front-Ended Services on behalf of the Front-Ending Owner. The City may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, Chapter c.30, as amended.

18. **City's Lien**

The City shall have a lien against the Front-Ending Owner's Lands for any amount the City expends in carrying out any of the obligations of the Front-Ending Owner under this Agreement or for any other debts due by the Front-Ending Owner to the City for Front-Ended Services done by the City under this Agreement, over and above the amount of the said security deposited with the City to secure such obligations.

19. **No DC Act Credits**

The Front-Ending Owner covenants and agrees that nothing contained in this Agreement shall entitle the Front-Ending Owner to any development charge credit or refund under the DC Act or the Development Charges By-law and the Front-Ending Owner for itself, its successors and assigns including its successors in title to the whole or any part of the Front-Ending Owner's Lands covenants and agrees that it will not seek nor claim a development charge credit or refund against development charges for the Front-Ending Services or any matter or thing arising from this Agreement.

20. **Payment by City to Front-Ending Owner**

(1) The City shall pay to the Front-Ending Owner (or such third party as the Front-Ending Owner may by irrevocable direction in writing to the City require), the amount determined by clause 3 of this Agreement to an upset limit of \$2,789,078.13, plus applicable taxes for the Front-Ended Services.

(2) The payment, plus applicable taxes and indexing, referred to in subclause 20(1) hereof shall be eligible for payment by the City to the Front-Ending Owner on January 31, 2018, if at such time, the Front-Ended Services have been granted Approval by the General

Manager, Planning, Infrastructure and Economic Development, and the Front-Ending Owner has provided the following documents to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:

- i. An invoice summarizing the Front-Ended works, and separate cost items, if applicable, for land, construction costs, engineering fees, project management fees, contingency fees, and applicable taxes.
 - ii. Payment Certificates, including the final certificate, signed by the developer's civil engineer.
 - iii. All invoices supporting re-payment for the Front-Ended works.
 - iv. Statutory Declaration.
 - v. Certificate of Substantial Performance.
 - vi. Workplace Safety & Insurance Board Clearance Certificate (WSIB).
 - vii. Certificate of Publication.
- (3) The Front-Ending Owner acknowledges and agrees that should the cost of the Front-Ended Services exceed the sum of \$2,789,078.13 based on the provisions of Clause 3 of this Agreement, the Front-Ending Owner shall pay all such additional costs.
 - (4) For greater certainty the Front-Ending Owner expressly acknowledges and agrees that at no time shall the City be obligated to compensate the Front-Ending Owner for additional costs and that the City's sole obligation under this Agreement is limited to \$2,789,078.13 plus applicable taxes calculated in accordance with Clause 3 hereof.
 - (5) Despite subclause 20(2), the Front-Ending Owner acknowledges and agrees that on or before January 31, 2018 Council may in its sole and absolute discretion elect to delay the payment for up to three years after the payment is due in the event Council determines growth has occurred more slowly than as was forecasted at the time this Agreement was signed by the City. For greater certainty, the payment may be deferred to January 31, 2021.
 - (6) In the event Council elects to delay the payments to the Front-Ending Owner under Clause 20(5) hereof, the amount due to the Front-Ending Owner shall be subject to indexing at the same rate as development charges under the Development Charges By-law are indexed.

21. **Other Front Ending Agreements**

- (1) The Front-Ending Owner acknowledges and agrees that during the Term of the Agreement the Development Charges By-laws may be amended to provide for other works which may thereafter be constructed by other front-ending owners and which works may be for the benefit of any or all of the Front-Ending Lands.
- (2) The Front-Ending Owner further acknowledges and agrees that during the Term the City may enter into such other Front Ending Agreements with an owner as the City may in its absolute discretion deem appropriate.

22. **Release**

- (1) The Front-Ending Owner acknowledges and agrees that it may not achieve full recovery of its up-front contributions to the cost of the Front-Ended Services in the event that the cost of the Front-Ended Services exceeds the sum of \$2,789,078.13. No credit or claim for refund or compensation for any shortfall in recovery shall be made by the Front-Ending Owner or by any person claiming through it and the Front-Ending Owner hereby expressly releases the City from any claim related to such non-recovery.
- (2) The Front-Ending Owner hereby releases and forever discharges the City from all claims arising out of the City entering into the Agreement and covenants and agrees that the City shall not be responsible for any errors or mistakes made in the collection or disbursement of any funds under this Agreement, provided that when any error or mistake is discovered or brought to the attention of the City in respect to collection or disbursement of any funds under this Agreement, the City will make a reasonable effort to rectify the error or mistake.

23. **General**

- (1) The Front-Ending Owner acknowledges and agrees that this Agreement is entered into by the City to facilitate the financing of the Front-Ended Services by the Front-Ending Owner and that the Front-Ending Owner will be responsible for all costs thereof.
- (2) The Front-Ending Owner further acknowledges and agrees that the City will not be required to expend money or commit to expend money as a result of entering into this Agreement except as set out herein.
- (3) The Front-Ending Owner acknowledges and agrees that the payments received by the Front-Ending Owner pursuant to this Agreement shall not exceed the actual cost of the Front-Ended Services.

- (4) The Front-Ending Owner covenants and agrees that in the event the actual cost of the Front-Ended Services exceeds the cost included in the DC Act By-law no credit or claim for refund for such excess shall be made by the Front-Ending Owner or any person claiming through it.
- (6) The Front-Ending Owner agrees to pay the Cash Payable to the City as reflected in Schedule "B" on execution of this Agreement.

24. **Registrations on Title**

- (1) Forthwith upon execution of this Agreement and prior to the commencement of construction of the Front-Ended Services the Front Ending Owner shall at its expense register this Agreement on title to the Front-Ending Owner's Lands.
- (2) The Front-Ending Owner acknowledges and agrees that any and all encumbrancers, including but not limited to any Chargee, to the extent of their interest in the Front-Ending Owner's Lands, shall consent to and agree to the provisions and conditions herein contained and for themselves and their heirs, executors, administrators, successors and assigns shall subordinate and postpone any and all right, title and interest in the Front-Ending Owner's Lands to the City and to the rights granted in this Agreement. The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against the title to the Front-Ending Owner's Lands, the said agreement to be in a form acceptable to the City in its sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Front-Ending Owner.

25. **Revisions to Agreement**

If the Front-Ended Services have not been completed to the point of Approval within 24 months from the date hereof or such later date approved by the General Manager, Planning, Infrastructure and Economic Development, the City may, at its option, revise this Agreement unilaterally with regard to securities provided and charges to be paid so that such securities and charges and services will conform to the policy of the City in effect at that time and the Front-Ending Owner hereby consents to the making of such revisions.

26. **Amendment to Front-Ending Agreement**

The Front-Ending Owner acknowledges that, at the time of the initial registration of this Agreement, a list of detailed drawings and cost estimate for the Front-Ended Services are not provided. The Front-Ending Owner agrees that, prior to the reimbursement of the first item subject to this Front-Ending Agreement, the Front-Ending Owner shall amend this Agreement to include the list of detailed drawings and cost estimate for the Front-Ended Services, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Front-Ending Owner further agrees to bear all costs incurred for such amendments.

27. **Arbitration**

If any dispute shall arise between the parties hereto during the progress of the Front-Ended Services, or after the completion thereof or after any breach of this Agreement, all such disputes may, from time to time and so often as they arise, be referred to a board of arbitration, the arbitrator to be jointly agreed to by the parties. The said arbitrator shall have all the powers given to Arbitrators by the *Arbitrations Act*, R.S.O. 1990, Chapter A.24, of the Province of Ontario as amended and a decision of the arbitrator shall be final and binding upon the parties.

28. **Estoppel**

The Front-Ending Owner for itself and its successors and assigns, covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative or other tribunal the right of the City to enter into this Agreement and this provision may be pleaded by the City in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

29. **Changes to Agreement in Writing**

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Front-Ending Owner and the City pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Front-Ending Owner and the City as fully and to the same extent as if set out herein.

30. **Indemnity**

The Front-Ending Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the actions, performance, negligence or non-performance of the Front-Ending Owner, its contractor, sub-contractor, agents, engineers, surveyors, planners, consultants and project managers during the construction and maintenance or the improper or inadequate construction and/or maintenance of the Front-Ended Services.

31. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their

respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Front-Ending Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

32. **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the City, shall be addressed to the office of the City Clerk at 110 Laurier Avenue West, Ottawa, Ontario K1P 1J1, with a copy to the General Manager, Planning, Infrastructure and Economic Development, 110 Laurier Avenue West, 4th Floor, Ottawa, Ontario K1P 1J1, or at such other address at which the City offices are located in the future, and, if to the Front-Ending Owner, c/o 5504 Wicklow Drive, Manotick, ON K4M 1C4 or at such other address as the Front-Ending Owner may advise the City in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

33. **Execution**

This Agreement may be executed in counterparts with the same effect as if the parties hereto had both signed the same document. All counterparts of this Agreement shall be construed together and shall constitute one document.

34. **Schedules**

The following schedules form part of this Agreement:

SCHEDULE "A"	FRONT-ENDING LANDS
SCHEDULE "A1"	FRONT-ENDING OWNER'S LANDS
SCHEDULE "B"	FINANCIAL REQUIREMENTS
SCHEDULE "C"	FRONT-ENDED SERVICES
SCHEDULE "E"	REQUIRED WORDING OF LETTER OF CREDIT
SCHEDULE "F"	REQUIRED WORDING FOR INSURANCE CERTIFICATE

35. **Paragraph Headings**

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF Richmond Village Development Corporation has hereunto affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT OTTAWA this 26th day of September, 2017.

SIGNED, SEALED & DELIVERED

in the presence of

) RICHMOND VILLAGE DEVELOPMENT
) CORPORATION

) [Signature]

) Name: Rob PIERCE

) Title: ASO

) [Signature]

) Name: Frank CARO

) Title: President

) I/We have the authority to bind the Corporation

IN WITNESS WHEREOF the City of Ottawa has hereunto affixed its Corporate Seal duly attested to by its Mayor and Deputy City Clerk.

DATED AT OTTAWA this 28th day of September, 2017.

SIGNED, SEALED AND DELIVERED

in the presence of

Approved for Execution

[Signature]
City Solicitor

) CITY OF OTTAWA

) [Signature]

) Jim Watson, Mayor

) [Signature]

) Caitlin Salter-MacDonald,

) Deputy City Clerk

) We have authority to bind the Corporation

SCHEDULE "A"**FRONT-ENDING LANDS****PIN 03933 – 0345**

Parcel Streets-1, Section 4D-15; part Strachan Street, Plan 4D-15 from east boundary Queen Charlotte Street to west Boundary Fortune Street, Goulbourn, now City of Ottawa

PIN 03933 – 0272

Parcel Streets-1, Section 4D-11, part Queen Street, Plan 4D-11, Parcel Streets-1, Section 4D-15, Queen Street, Plan 4D-15, Parcel Streets-1, Section 4D-18, Queen Street, Plan 4D-18, lying north of Ottawa Street and south of Hamilton Street, Goulbourn, now City of Ottawa

PIN 03933 – 0273

Parcel Streets-1, Section 4D-15, Parcel Streets-1, Section 4D-18, part Queen Street, from n/s Ottawa Street to s/s Plan 4R-11, Goulbourn, now City of Ottawa

PIN: 03933 – 0194

Parcel Streets-1, Sec 4D-11; Martin Street, Plan 4D-11 from east boundary Queen Charlotte Street, Plan 4D-11 to west Boundary Fortune Street, Plan 4D-11, Goulbourn, now City of Ottawa

PIN 03933 – 0067

Parcel Streets-1, Section 4D-18, Fortune Street, Plan 4D-18, parcel Streets-1, Section 4D-15, Fortune Street, Plan 4D-15, Goulbourn, now City of Ottawa

PIN 04432 – 0104

Parcel Streets-1, Section 4D-11; Martin Street, Plan 4D-11, Goulbourn, now City of Ottawa

PIN 04432 – 0145

Parcel Streets-1, Section 4D-12; part Martin Street, Plan 4D-12, lying east of Fowler Street, Goulbourn, now City of Ottawa

PIN 04433 – 0163

Parcel Streets-1, Section 4D-12, Lennox Street, Plan 4D-12, parcel Streets-1, Section 4D-16, part Lennox Street, Plan 4D-16, lying north of the south limit of Strachan Street, Plan 4D-16, Goulbourn, now City of Ottawa

PIN 04433 – 0169

Parcel Streets-1, Section 4D-12, part Martin Street, Plan 4R-12, lying east of the east limit of Lennox Street, Goulbourn, now City of Ottawa

PIN 04433 – 0164

Parcel Streets-2, Section 4D-12, McBean Street, Plan 4D-12, Parcel Streets-2, Section 4D-16, part McBean Street, Plan 4D-16, lying north of the south limit of Strachan Street, Plan 4D-16, Parcel 1-1, Section 4D-13, Part 1, 4R-5815, Goulbourn, now City of Ottawa

PIN 04433 – 0170

Parcel Streets-1, Section 4D-13, part Martin Street, Plan 4D-13, lying west of Murray Street, Goulbourn, now City of Ottawa

PIN 04433 – 0165

Parcel Streets-1, Section 4D-13, Murray Street, Plan 4D-13, Parcel Streets-1, Section 4D-17, part Murray Street, Plan 4R-17, lying north of the south limit of Strachan Street, Goulbourn, now City of Ottawa

PIN 04433 – 0171

Parcel Streets-1, Section 4D-13, part Martin Street, Plan 4R-13, lying east of Murray Street, Goulbourn, now City of Ottawa

PIN 04436 – 0024

Parcel Streets-1, Section 4D-13, Cockburn, Plan 4D-13, Goulbourn, now City of Ottawa

SCHEDULE "A1"**FRONT-ENDING OWNER'S LANDS**

PIN 04437 – 0061

Unit 15, Plan 4D-21; Unit 20, Plan 4D-21; Unit 23, Plan 4D-21, except Part 1, 4R-10162; Goulbourn

PIN 04437 – 0062

Units 13, 16 and 21, Plan 4D-21, Goulbourn

PIN 03933 – 0285

Unit 1, Plan 4D-25 except Parts 1, 2 and 3, 4R-6819, Goulbourn

PIN 03933 – 0286

Units 2, 3, 4, 5, 6 and 7, Plan 4D-25, except Plan 4M-735, Goulbourn

SCHEDULE "B"**FINANCIAL REQUIREMENTS**

1.	Security Amount Required:	
	100% of total estimated cost of the Front-Ending Services being	\$2,789,078.13
2.	Cash Payable	
	Legal Fees	\$ 5,465.00
	HST on Legal Fees	<u>710.45</u>
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE PAYABLE BY FRONT-ENDING OWNER ON EXECUTION OF THE AGREEMENT	\$ 6,175.45

E & O E

SCHEDULE "C"**FRONT-ENDED SERVICES**

Cost of all works, matters and things related to the design and construction of the Richmond Sanitary Trunk Sewer within Martin Street (from Queen Charlotte Street to Cockburn Street), Strachan Street (from Fortune Street to Queen Charlotte Street) and alongside the Queen Charlotte Right-of-way from Strachan Street to Martin Street

In accordance with the following Approved Drawings:

Plans:

1. **General Notes**, Sheet No. 1, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
2. **General Plan of Services**, Sheet No. 2, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
3. **General Plan of Services**, Sheet No. 3, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
4. **Plan and Profile of Pond Block**, Sheet No. 4, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
5. **Plan and Profile of Strachan Street**, Sheet No. 5, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
6. **Plan and Profile of Queen Charlotte Street**, Sheet No. 6, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
7. **Plan and Profile of Martin Street**, Sheet No. 7, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
8. **Plan and Profile of Martin Street**, Sheet No. 8, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
9. **Plan and Profile of Martin Street**, Sheet No. 9, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
10. **Plan and Profile of Martin Street**, Sheet No. 10, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
11. **Plan and Profile of Martin Street**, Sheet No. 11, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
12. **Plan and Profile of Fortune Street**, Sheet No. 11A, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
13. **Sanitary Drainage Plan**, Sheet No. 12, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
14. **Siltation Control Plan**, Sheet No. 13, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.
15. **Benching Details**, Sheet No. 14, prepared by David Schaeffer Engineering Ltd., Project No. 15-764BA dated February 2015, revision 4 dated September 13 2016.

Reports:

16. **Geotechnical Investigation - Proposed Trunk Sanitary Sewer**, prepared by Golder Associates, Report Number: 1522173 dated August 2015.
17. **Sanitary Design Brief (Off-Site Trunk Sewers)**, prepared by David Schaeffer Engineering Ltd., Project No. 15-764 dated October 26 2015.
18. **Geotechnical Investigation - Proposed Trunk Sanitary Sewer South of Fortune Street Richmond Village**, prepared by Golder Associates, Report Number: 1522173-004 dated June 2016.

SCHEDULE "D"
REQUIRED WORDING OF LETTER OF CREDIT
(to be prepared on Bank letterhead)

LETTER OF CREDIT NO: _____ AMOUNT: \$ _____

INITIAL EXPIRY DATE: _____

Beneficiary:
City of Ottawa
Treasury Division
100 Constellation Crescent, 4th Floor West
Ottawa, ON K2G 6J8

Applicant:
Name of Company

Complete Address

We, the undersigned, _____ (hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the City of Ottawa (hereinafter called "the City") in the amount of TWO MILLION SEVEN HUNDRED AND EIGHTY-NINE THOUSAND AND SEVENTY-EIGHT DOLLARS AND THIRTEEN CENTS (\$2,789,078.13) which may be drawn by you to the extent required for the proper fulfillment by Richmond Village Development Corporation of its obligations pursuant to a Front-Ending Agreement between Richmond Village Development Corporation and the City of Ottawa dated the 7th day of July, 2016 with respect to Project: Richmond Sanitary Trunk Sewer within Martin Street (from Queen Charlotte Street to Cockburn Street), Strachan Street (from Fortune Street to Queen Charlotte Street) and alongside the Queen Charlotte right-of-way from Strachan Street to Martin Street, Legal File No. L01-01-CAIV, Planning File: D07-20-16-0006 (hereinafter called "the Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the City. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the City.

Any written demand for payment pursuant to this Letter of Credit by the City will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The City will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the City pursuant to the obligations incurred or to be incurred by Richmond Village Development Corporation pursuant to the Agreement. Any breach by Richmond Village Development Corporation of the Agreement shall entitle the City to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the City to call upon this Letter of Credit to discharge the obligations imposed on the City by virtue of the said *Construction Lien Act*, R.S.O. 1990, Chapter C.30.

This Letter of Credit will continue up to the _____ day of _____, 2018, and will expire at 11:50 p.m. on that date.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED AT _____ this _____ day of _____, 2017.

Per:

SCHEDULE "E"**REQUIRED WORDING OF INSURANCE CERTIFICATE**

This is to certify that the insured set forth, is insured with the Insurance Company, which insurance is described below:

Insurance Company:**Name of Insured:** Richmond Village Development Corporation**Address of Insured:****Class of Insurance:** Comprehensive/Commercial General Liability**Policy Number:****Effective Date:****Expiry Date:****Coverage Limit:** \$5,000,000.00**Deductible:****Broker Name:****Project:** Richmond Sanitary Trunk Sewer within Martin Street (from Queen Charlotte Street to Cockburn Street), Strachan Street (from Fortune Street to Queen Charlotte Street) and alongside the Queen Charlotte right-of-way from Strachan Street to Martin Street

Commercial General Liability – Including Personal Injury; Contractual Liability; Non-Owned Automobile Liability; Owner's and Contractor's Protective Coverage; Products – Completed Operations; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- ☐ City of Ottawa
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has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the City of Ottawa shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

City of Ottawa**City Clerk & Solicitor's Office, Legal Services, Claims & Insurance Unit****110 Laurier Avenue West, Ottawa, ON K1P 1J1****Telephone: (613) 580-2424 Ext. 43615 or 43413 Fax: (613) 580-2654**

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid City of Ottawa, the day and date herein written below.

Date:**Name of Insurance Company (not broker):****Name of Insurance Broker:****Authorized Representative or Official By:**