

Municipality of Casselman
By-law #2025-7

Being a By-law to authorize the signature of a pre-servicing Agreement with *Maisons SMB Homes Inc.*

Whereas under *Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended*, the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And Whereas under *Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended*, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas the Municipality of Casselman wishes to enter a pre-servicing agreement with *Maisons SMB Homes Inc.* to execute some work prior to the subdivision agreement of the Domaine Prestige subdivision as presented in report URB-1-2025

Therefore, the Council of the Municipality of Casselman enacts as follows:

Section 1

That the Chief Administrative Officer is hereby authorized to execute the agreement with *Maisons SMB Homes Inc.* as per the terms and conditions defined in the contract identified as Schedule "A" and forming part of this by-law.

Read, passed and adopted in open council this 25th day of February 2025.

Geneviève Lajoie, Mayor

Sébastien Dion, Clerk

PRE-SERVICING AGREEMENT

THIS AGREEMENT dated the _____ day of February, 2025

BETWEEN:

MAISONS SMB HOMES INC.
(hereinafter called the "**Owner**")

- and -

THE MUNICIPALITY OF CASSELMAN
(hereinafter called the "**Municipality**")

WHEREAS the Owner is the registered owner of lands described in Schedule "A" (the "**Lands**");

AND WHEREAS the Owner proposes to develop a new municipal watermain, sanitary sewers, stormwater works, and roads to service the portion of the Lands described in Schedule "A" (the "**Subject Lands**");

AND WHEREAS the Owner desires to commence the installation, construction and provision of certain works on the Lands within the subdivision prior to the execution of the subdivision agreement with the Municipality, as such works are more particularly set out in Schedule "B" (the "**Works**");

AND WHEREAS the parties to this Agreement declare that the recitals herein are true.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto the parties hereto hereby covenant, promise and agree with each other as follows:

1. **Permission to Construct**

The Municipality grants permission to the Owner to construct and install the Works, as more particularly set out in Schedule "B", on the Subject Lands in advance to the execution of a subdivision agreement between the Owner and the Municipality.

2. **Construction of Works**

The Owner covenants and agrees to:

- (a) retain a professional consulting engineer experienced in the municipal engineering field and geotechnical field who will supervise the layout, and carry out all necessary engineering requirements associated with the construction and installation of the Works as per the requirements described below under clause 2 (g);
- (b) maintain as-constructed records of construction to be supplied to the Municipality, and prepare and supply Record plans, drawings;
- (c) construct and install the Works in a good and workmanlike manner and in accordance with all of the Municipality's standards and practices as well those from the City of Ottawa along with all statutes and regulations applicable to the Works and only in accordance with the approved plans for the Works;
- (d) not undertake any construction or installation of the Works between the hours of 9 p.m. to 7 a.m. Monday to Saturday, and between the hours of 9 p.m. to 9 a.m. on Sundays, or such other dates and times as may be established by the Municipality from time to time;
- (e) comply with all provisions of the Municipality of Casselman by-law no. 2007-198;
- (f) relocate, at no cost to the Municipality, the existing mailbox that is situated in front of the juncture of the subdivision's pathway and Principale Street. The mailbox relocation shall be to the satisfaction of Canada Post and the United Counties of Prescott and Russell. The Owner further covenants and agrees that it shall be responsible for notifying the mailbox user prior to the relocation;
- (g) the Municipality Engineer or designate shall have the right at all time to inspect the construction and installation of the Works. If at any time, the Municipality Engineer or designate is of the opinion that Works are not being constructed and installed in accordance with approved plans and specifications or in accordance with good engineering practice and the latest MECP's Design Criteria guideline

referenced below, he/she may stop all or any part of the work until the Works have been carried out in satisfactory condition. All of the testing and inspections referred to in this Agreement to be carried out by the Municipal Engineer and/or the Municipal Geotechnical Engineer and/or the Owner's Contractor shall be carried out at the Owner's expense in accordance with the Municipality's standards and practices as well as the City of Ottawa specifications, and standards. When the Works are pre-authorized under the Municipality's Consolidated Linear Infrastructure-Environmental Compliance Approvals (CLI-ECA), the inspection and testing shall be completed at the Owner's expense in accordance with the latest guidance from the Ministry of the Environment, Conservation and Parks (MECP) entitled: "Design Criteria for Sanitary Sewers, Storm Sewers and Force mains for Alterations Authorized under an Environmental Compliance Approval, May 2023", or latest version as may be applicable. When sewers have been identified during detailed design to be impacted by seasonal high groundwater table (SHGWT) with measures to reduce infiltration, record of the given measures implemented during construction shall be kept by the Municipal Engineer and/or the Owner's Contractor and provided to the Municipality for their record. The location of the said measures to minimize infiltration shall be clearly identified in the record, and it shall be added to the "as-built" drawing which will be turned-over to the Municipality as part of the requirements for final acceptance that will be set forth in the subdivision agreement.

- (h) comply with all requirements and criteria that apply to the MECP approvals process. Given that the water and wastewater infrastructures permitted in this Agreement follow the new framework adopted by MECP and are pre-authorized without MECP's review, the design, construction, inspection and testing of the linear infrastructure, shall meet MECP's "Design Criteria for Sanitary Sewers, Storm Sewers and Force mains for Alterations Authorized under an Environmental Compliance Approval, May 2023", or latest version as may be applicable. Specifically, the following section of the pre-authorized MECP Design Criteria will need to be adhered during construction: (i) Section 8.1 in terms of general requirements, (ii) Section 8.2 in terms of testing the sanitary sewers, (iii) Section 8.3 in terms of leakage testing, (iv) Section 8.4 in terms of deflection testing, (v) Section 8.5 in terms of hydrostatic testing;
- (i) comply with all applicable requirements under the CLI-ECA regarding the maintenance and operation of the dry retention pond. The Owner further covenants and agrees that it shall be responsible for maintaining and operating the dry retention pond until the assumption of ownership and responsibility will be transferred to the Municipality once all deficiencies are addressed, and once final acceptance will be given by the Municipality in accordance with the terms that will be set forth in the subdivision agreement. The Owner is responsible to inspect the facility, and clean and maintain the Works to prevent excessive build-up of sediments and/or vegetation. The Owner shall maintain a record of the results of these inspections as well as any cleaning and maintenance operations undertaken. The record shall be turned-over to the Municipality, and it shall include the following information: (i) the name of the Works, (ii) the date and results of each inspection that was carried out given that this information is one of the requirements of the CLI-ECA. To provide clarity prior to the execution of the subdivision agreement, the requirements under this clause will apply until such time that at least 80% of the semi-detached houses in the subdivision receive authorization for occupancy by the Municipality;
- (j) comply with all applicable requirements under the CLI-ECA with respect to the inspection of the erosion and sediment control (ESC) measures that are bounding the site of the subdivision (Drawing 210402-ESC1), as described in Section 3.10 and Appendix A of the Municipality's CLI-ECA. Inspection records of the ECS shall be turned-over to the Municipality.
- (k) comply with all requirements under the CLI-ECA regarding mapping updates. As per the requirements set out in Schedule A of the CLI-ECA, the Municipality will need to update the maps of all new additions to their authorized system that occurred post June 2022. To facilitate this task, the Engineer of record to provide a CAD file of the linear infrastructure that has been constructed, including the Etobicoke Exfiltration System (EES) proposed in the rear yards of lots, as shown in the approved plans;
- (l) comply with all applicable requirements under the CLI-ECA regarding the stormwater management Works. The Owner shall construct a dry retention pond to support the Domaine Prestige subdivision. During construction, the inspection of the Erosion and Sediment Control measures shall be reviewed by a qualified professional as per the requirements of the CLI-ECA (refer to section 13.2.1 for

details). A logbook must be prepared and kept up to date with the name of the qualified professional and the dates of the inspections. The Owner also covenants and agrees to prepare a short standalone Operation and Maintenance Manual to the satisfaction of the Municipality to fulfill MECP's requirements of the CLI-ECA;

- (m) comply with all requirements set out under this Agreement regarding flushing of the water Works. The Domaine Prestige is a unique subdivision as it has a long 300mm diameter feedermain (\pm 150m long) without any connections/users until reaching out the first users in the subdivision. This configuration may result, due to the lack of demand during initial occupancies and larger volume of water, in water quality problems due to the low chlorine residuals. If flushing is required at any time prior to and/or during the early stage of occupancies to improve water age, the Owner agrees that the cost incurred by the Municipality to plan and carry out the flushing will be the Owner's responsibility until sufficient residential units will be occupied. The Owner covenants and agrees that the Municipality will determine, at its sole discretion, the time when sufficient units are occupied to remove the requirements of flushing of the water Works. To provide clarity prior to the execution of the subdivision agreement, the requirements under this clause will be consistent with the terms and conditions that will be set forth in the subdivision agreement;
- (n) comply with all signage requirements under the CLI-ECA for stormwater retention ponds. As per the Municipality's CLI-ECA for stormwater, the Owner shall at no fee to the Municipality, install signage at the proposed dry pond with content and specifications at the satisfaction of the Municipality. The sign should display that: "the site contains a stormwater management facility designed for quantity control, identifies the dry pond as a potential hazard, include Asset ID Number (to be provided by the Municipality). The Municipality to provide a sample and size of the sign;
- (o) comply with all erosion and sediment control requirements under the CLI-ECA for the stormwater management Works. As per the requirements described in the Municipality's CLI-ECA, the Erosion and Sediment Control Plan should have regard to Canadian Standards Association (CSA) W202 Erosion and Sediment Control Inspection and Monitoring Standard (as amended). A qualified professional will be responsible for inspecting the erosion and sediment control measures during construction to ensure their effectiveness. The qualified professional will document all inspections in a dedicated logbook which will be transferred to the Municipality as part of the requirements for final acceptance that will be set forth in the subdivision agreement.

3. Owner's Acknowledgments

Owner acknowledges and agrees that:

- (a) it is being given permission to construct and install the Works prior to the execution of the subdivision agreement and that any work it undertakes in furtherance thereof will be at its sole and absolute risk;
- (b) it will be bound by the terms and conditions of the subdivision agreement and that nothing contained in this Agreement or in the Municipality's grant of the permission to proceed with the installation and construction of the Works will stop the Municipality from imposing any of its standard conditions and requirements pertaining to the installation of public works or from enforcing its authority to require the Owner to fully comply with all applicable conditions of approval of the plan of subdivision;
- (c) it may be required to modify, alter, relocate and reconstruct certain of the Works at no cost to the Municipality, based on the final drawings and plans approved by the Municipality in the subdivision agreement;
- (d) it will comply with every direction issued or given by the Municipality during the course of pre-servicing, including but not limited to the cessation of work, the installation or carrying out of additional works, rectification of deficiencies, the phasing of Works construction and installation or any other matter the Municipality deems to be in the interest of the proper development of the Lands and surrounding areas and comply with all applicable safety laws and regulations;
- (e) it is not being given any permission to carry out any works or to enter upon any lands not owned by it, except for lands owned by the Municipality (where the Municipality has consented to such works or entry in writing), without the written consent of the owner and that such consent shall be filed with the Municipality;

- (f) it cannot connect any Works to any public services on any municipal right-of-way unless the Municipality has consented to such works or entry in writing;
- (g) the Municipality will be under no obligation whatsoever to complete all or any portion of the Works if the Owner fails to complete them but that, notwithstanding the foregoing, the Municipality shall, at its sole and absolute discretion, be entitled to enter onto the Lands and complete any Works or portion of the Works and to take any action it deems necessary to safeguard the health and safety of its residents all at the Owner's expense.
- (h) It will relocate or remove at its own expense any Works to the satisfaction of the appropriate utility provider, where the relocation or removal is required as a direct result of the Plan of Subdivision and subdivision agreement.

4. Inspection and Right of Entry

The Owner covenants and agrees that the Municipality and any of its employees or agents/consultants may enter onto the Lands at any time upon reasonable notice being provided to the Owner in accordance with clause 14 in order to carry out all necessary inspections and to correct any deficiencies or remedy any other defects arising from or relating to the construction and installation of the Works so as to ensure compliance with all applicable safety laws and regulations.

5. Compliance with all Laws and Regulations

The Owner covenants and agrees to comply with all federal, provincial and municipal laws, rules, by-laws and regulations in constructing, installing or otherwise providing the Works.

6. Insurance

Before commencing any of the Works, the Owner shall keep in force a comprehensive policy of public liability and property damage insurance acceptable to the Municipality, providing coverage in respect to any one occurrence to the limit of at least five million dollars (\$5,000,000.00) and an aggregate limit of not less than ten million dollars (\$10,000,000.00). Such policy shall name the Municipality as an Additional Insured. The policy coverage shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading. The insurance coverage shall also include automobile liability, professional liability, and environmental liability. The insurance shall be in accordance with, and also include those matters set out, in the Required Wording of Certificate of Liability Insurance provided in Schedule "C" or in such other form acceptable to the Municipality in its sole discretion. This Certificate of Liability Insurance shall be signed by an authorized officer of the insurance company.

7. Cost Sharing

Subject to the terms and conditions of any road cut permits that may be required by the Municipality of Casselman, and/or The Nation Municipality, the Municipality of Casselman will authorize the Owner to complete the Works to ensure the connection of the stormwater infrastructure in the subdivision with the stormwater pipe along the northern side of Du Boisé Street. The Owner covenants and agrees that it will be required to participate in a cost sharing agreement prior to the execution of the subdivision agreement to utilize the portion of the residual capacity of the said stormwater pipe in this amount and percentage which is required to fully service the Domaine Prestige subdivision at the time when all thirty-six (36) semi-detached houses will be occupied.

8. Indemnification and Release

The Owner shall defend, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Owner, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way

related to the delivery or performance of this Agreement, and the construction and installation of the Works on the Subject Lands or by reason of the maintenance or lack of maintenance of the Works or by reason of any defect in workmanship or material. The indemnity shall be in addition to any, not in lieu of any insurance to be provided by the Owner in accordance with this Pre-Servicing Agreement and shall survive this Pre-Servicing Agreement.

The Owner further covenants and agrees to release and forever discharge the Municipality from and against any and all costs, disbursements, actions, suits, claims or demands which may arise either directly or indirectly by reason of the permission granted hereunder and the construction and installation of the Works on the Lands in advance of the execution of the subdivision agreement.

9. Security

In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Municipality, upon execution of this Agreement, security in the amount of \$155,000.00 or such other amount as may be reasonably determined by the Municipal Engineer with regard to the Works to be installed on the Subject Lands. The security shall be in a form approved by the Municipality. The Owner acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement or to pay the cost of any matter for which the Owner is liable as a result of the Works or this Agreement whether such costs are in relation to construction or installation of any works or service or any defects or required maintenance and the Owner fails to comply within fifteen (15) days written notice with a direction to carry out such work or matter, the Municipality may draw on the security, in whole or in part, and enter onto the Lands and complete all outstanding Works or associated matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. The Owner acknowledges that the Municipality reserves the right to draw on the security to ensure compliance with all applicable safety laws and regulations and/or complete any Works or associated matters required to be done by the Owner pursuant to this Agreement. The Municipality may at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Municipality may authorize the use of any or all of the cash or letters of credit deposited with the Municipality pursuant to this provision, to pay for the cost to the Municipality of carrying out of such matters or things. "Cost" and "expense of the Owner" in this clause shall be actual cost incurred by the Municipality plus twenty-five percent (25 %) of such cost as a charge for overhead. Any costs incurred by the Municipality pursuant to this clause which are in excess of the amount of a deposit held by the Municipality shall be paid by the Owner to the Municipality within thirty (30) days of the mailing of an invoice by the Municipality addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Municipality in like manner as municipal taxes pursuant to the provisions of Section 446 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended.

Wherever security is required to be filed with the Municipality, the Owner may deposit cash or a certified cheque to be cashed or an irrevocable letter of credit (in a form approved by the Municipality) in an amount equal to the total security required by the Municipality as set out in Schedule "D" for the sole purpose of this Agreement, and such deposit shall be held by the Municipality as security in accordance with this Agreement provided that no interest shall be payable on any such deposit. The Owner acknowledges that upon the transfer of ownership to a party other than the Municipality, of any of the Subject Lands, the Municipality will not return any security required under this Agreement until the new Owner(s) files substitute security in the required amounts.

On final acceptance of the said Works by the Municipal Engineer or designate the Owner may be entitled to have released to it by the Municipality all deposits then held by the Municipality subject to the terms of this Agreement. Partial deposits may be released, in whole or in part, at the discretion of the Municipality. Any security money left in account upon the signing of the subdivision agreement for the same Subject Lands and Works will be transferred as part of the security requirements.

The Owner acknowledges and agrees that the amount of security required in respect of the subdivision agreement shall be determined at the time of entering into the said subdivision agreement.

10. Additional Financial Obligations

In addition to the security required under clause 9, the Owner shall, upon execution of this Agreement, pay to the Municipality, by cash, certified cheque or electronic money transfer the charges and fees, as set out in Schedule "E" of this Agreement to cover the administrative, legal, and engineering expenses incurred and anticipated by the Municipality for the review and registration of this Agreement, including but not limited to the plans and specifications set out in Schedule "B". Any costs incurred by the Municipality pursuant to this clause which are in excess of the amounts set out in Schedule "E" of this Agreement shall be paid by the Owner to the Municipality within thirty (30) days of the mailing of an invoice by the Municipality addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Municipality in like manner as municipal taxes pursuant to the provisions of Section 446 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended.

11. Registration

The Owner acknowledges and agrees that the Municipality is entitled to register this Agreement on the Subject Lands at the Owner's sole expense.

12. Withdrawal of Permission

The Owner acknowledges and agrees that the Municipality is entitled to withdraw its permission granted herein for the installation and construction of the Works if it is determined, in the sole and absolute discretion of the Municipality that such withdrawal is in the best interests of the Municipality, that such withdrawal is necessary. Upon notification of such withdrawal of permission, the Owner covenants and agrees to immediately cease any further construction, installation or other work in respect of the Works until the issue(s) is/are resolved. The Owner acknowledges that it shall have no claim against the Municipality if it exercises its right to withdraw the permission granted under this Agreement and it specifically waives and disclaims its rights to make any claim in connection therewith.

13. Transfer of the Lands and Construction of Dwellings

The Owner covenants and agrees that, in the event it transfers or conveys the Lands to a third party prior to the execution of the subdivision agreement, it shall, prior to completing the transfer, provide the Municipality with an executed agreement from the third party in a form satisfactory to the Municipality whereby the third party agrees to complete assumption of the terms of this Agreement and to be bound by this Agreement as if it had been the original signatory. Further, the Owner covenants and agrees that the construction of the individual residential dwelling units shall not be commenced until the Plan of Subdivision and the subdivision agreement with the Municipality has been registered on title to the Lands and all necessary authorizations and permits have been received.

14. Notice

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission:

Maisons SMB Homes Inc.
4725, St-Isidore Avenue, PO Box 13
St-Isidore, ON
K0C 2B0
Tel : (613) 978-8195

or such other address of which the Owner has notified the Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Municipality of Casselman

751 St-Jean Street,
Casselman, Ontario, K0A 1M0
Fax: (613)764-5709
Tel: (613)764-3139

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

15. Termination of Agreement

If the Works proposed to be installed or constructed pursuant to this Agreement are not commenced within two (2) years/twenty-four (24) months from the date of execution of this Agreement, the Municipality may, at its option and on one Hundred and Twenty (120) days written notice to the Owner in accordance with clause 14, declare this Agreement to be null and void and of no further effect. The Owner will have to complete the work within eight (8) months from the date of the commencement of the work. The commencement of the work will be considered when any part of any lands within the Municipality are disturbed pursuant to this agreement.

16. No Fettering of Discretion

Notwithstanding any other provision of this Agreement, the Owner expressly acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Municipality and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the application for approval of a draft plan of subdivision filed by the Owner. The Owner expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

17. Applicable Laws

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

18. Counterparts

This Agreement may be executed and delivered in any number of separate counterparts, each of which may be executed and delivered by facsimile transmission or electronically in DocuSign or other similar secure format. Each party hereto shall be entitled to rely on delivery of such facsimile or electronically delivered counterparts and all such executed counterparts will be deemed an original and when taken together such counterparts will constitute one and the same document.

19. Successors and Assigns

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 Owner herein contained shall run with the Lands.

IT IS HEREBY DECLARED THAT this Agreement and the covenants, provisions, conditions and schedules herein contained shall be binding upon the parties hereto, their successors and assigns.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals
duly attested to by their proper signing officers in that behalf.

Dated at The Municipality of Casselman, this _____ day of February, 2025.

**SIGNED, SEALED AND
DELIVERED**

) **MAISONS SMB HOMES INC.**
)
)
) Per: _____
) Name: Sophie Martineau
) Title: Authorized Signing Officer
)
) I have authority to bind the corporation
)
)
)
) **THE MUNICIPALITY OF CASSELMAN**
)
)
) Per: _____
) Name: Yves Morrisette
) Chief Administrative Officer

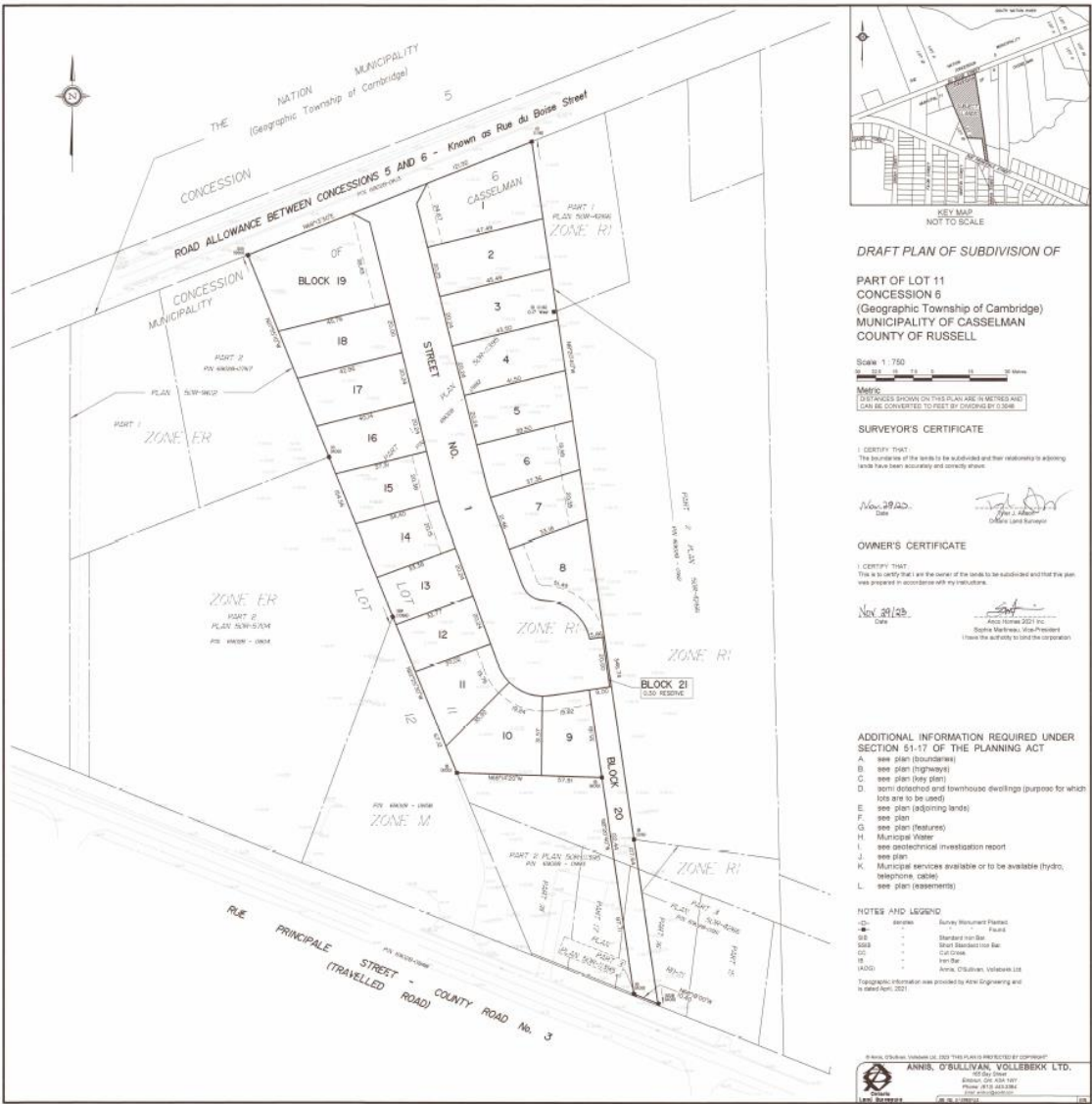
SCHEDULE "A"

DESCRIPTION OF LANDS

All and Singular that certain parcel or tract of land and premises situated, lying and being on:

PIN: 69028-0992 (LT)

PART LOT 11, CONCESSION 6 CAMBRIDGE; DESIGNATED AS PART 1 PLAN 50R11395; VILLAGE OF CASSELMAN



SCHEDULE "B"
WORKS TO BE CONSTRUCTED

As per the plans and specifications enumerated below prepared by Atriel Engineering Ltd, signed, stamped, dated and last revised January 31, 2025 and deposited at the Municipality of Casselman:

| | |
|-------------|------------------------------|
| 210402-EXI | EXISTING CONDITIONS |
| 210402-ESCI | SEDIMENT CONTROL PLAN |
| 210402-SI | GENERAL PLAN OF SERVICES |
| 210402-PI | PLAN AND PROFILE STREET No.1 |
| 210402-GRI | GRADING PLAN |
| 210402-SANI | SANITARY DRAINAGE AREA PLAN |
| 210402-STMI | STORM DRAINAGE AREA PLAN |
| 210404-TDI | TYPICAL DETAILS AND TABLES |

REINSTATEMENT AND MAINTENANCE OF EXISTING ROADS AND SIDEWALKS

Where work is performed on existing municipal roads or sidewalks outside the Works to be constructed, such roads and sidewalks shall be reinstated to the satisfaction of the Municipal Engineer, The Nation Municipality, or the United Counties of Prescott and Russell where the road or sidewalk forms part of a County Road.

For clarity:

- If the Owner disturbs private properties and lawns the Owner will be responsible to reinstate to its original state. The owner will reinstate the surface of all disturbed private entrance. The disturbed or damaged private entrance shall be reinstated with the material that was originally on site prior to the construction work.
- The Owner will reinstate all road signs as per Ontario Traffic Manual and replace all signs damaged by the construction work.
- The Owner will provide pavement, hazard and delineation markings as per the Ontario Traffic Manual at all locations currently marked out once that the road pavement is completed.
- The Owner will ensure that proper access is kept during construction for garbage collection, school buses and for local traffic.
- The Owner will be responsible for dust control and cleaning of project site and adjacent roads during the construction period. The Owner agrees that: (i) streets under construction will be cleaned with a backhoe every day and cleaned with water at the end of each week; and (ii) adjacent roads on which there is no longer any construction, but which are dirtied by streets under construction shall be cleaned with water at the end of each day. If the owner is in default of the foregoing obligations, the Municipality may at the expense of the owner, enter upon the lands and do all such matters and things as are in default. The Municipality may authorize the use of any or all of the cash or letters of credit deposited with the Municipality pursuant to this provision, to pay for the cost to the Municipality of carrying out of such matters or things. "Cost" and "expense of the Owner" in this clause shall be actual cost incurred by the Municipality plus twenty percent (20 %) of such cost as a charge for overhead.
- The Owner will reinstate as reasonably required for any works in the vicinity of the proposed Domaine Prestige subdivision.
- The Owner acknowledges to conduct stockpiling of soils or hauling soils off-site in accordance with the On-Site and Excess Soil Management Regulation (O. Reg. 406/19), as amended.

SCHEDULE "C"
REQUIRED WORDING OF CERTIFICATE OF
LIABILITY INSURANCE

(Insurance Company)

TO: The Municipality of Casselman
751 rue St. Jean Street
C.P./P.O. Box 710
Casselman, ON
K0A 1M0

This is to Certify that **Maisons SMB Homes Inc.** whose address is **4725 St-Isidore Ave. PO Box 13, St-Isidore, Ontario, K0C 2B0** has insurance in place meeting the following requirements:

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than five million dollars (\$5,000,000.00) per occurrence, an aggregate limit of not less than ten million dollars (\$10,000,000.00), within any policy year with respect to completed operations and a deductible of not more than one hundred thousand dollars (\$100,000.00). The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This shall include, but not be limited to, the following requirements:

- (a) Name the Municipality as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operation Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) A 30 days' notice of cancellation.

Explosion, Collapse or Underground Endorsement

Where the Description of Project, Supply or Work involves the use of explosives for blasting or vibration from pile driving or caisson work or the removal or weakening of support of such property, building or land, whether such support be natural or otherwise; Explosion, Collapse or Underground (XCU) coverage must be added by endorsement.

Automobile Liability Insurance

Automobile Liability insurance covering third party property damage and bodily injury, including accident benefits as may be required by applicable laws arising out of any licensed vehicle operated by the Owner in connection with this Agreement with an inclusive limit of liability of not less than two million dollars (\$2,000,000.00).

Installation Floater

An Installation Floater written on an "All Risk" basis in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, an aggregate limit of not less than five million dollars (\$5,000,000.00). Coverage is to apply while property is in transit to the installation site, while stored at a temporary location awaiting installation at the work site, during loading and unloading as well as the course of installation until completed.

Professional Liability Insurance

Should the work involve professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount of not less than two million dollars (\$2,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed one hundred thousand dollars (\$100,000.00) per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licenced to conduct business in the Province of Ontario and acceptable to the Municipality. The policy shall be

renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Professional and at the Professional's or Owner's sole expense.

Environmental Impairment Liability Insurance

The Owner shall purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's or Owner's sole expense.

The Policy contains the following endorsements:

1. The **Municipality of Casselman** is added as Named Insured with respect to the Subdivision known as Maisons SMB Homes Inc. located on PART LOT 11, CONCESSION 6 CAMBRIDGE; DESIGNATED AS PART 1 PLAN 50R11395; VILLAGE OF CASSELMAN now in the Municipality of Casselman, County of Russel, described in Schedule "A" to the Subdivision Agreement dated the _____th day of _____ 2025 between **Maisons SMB Homes Inc.** and The Municipality of Casselman and shown on the Plan of Subdivision entered in the register for Section 50 in the Office of Land Titles Division of Russell.
2. It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way which reduces the coverage nor cancelled or allowed to lapse until thirty (30) days after written notice by registered mail or personal delivery of such change, cancellation, or lapse, shall have been given to the Municipality of Casselman.

DATED at (Municipality), Ontario, this ____ day of _____ 2025.

(Name of Insurance Company)

Per: (Signature of Authorized Signing
Officer of Insurance Company)

(Title)

SCHEDULE "D"
FORM OF LETTER OF CREDIT

The Municipality of Casselman
751 St-Jean Street
Casselman, Ontario
KOA 1M0

RE: Guarantee No.:
Amount \$: 155,000.00
Expiry Date:

Dear Sirs:

At the request of Maisons SMB Homes Inc. (the "**Customer**"), the _____ (the "**Bank**"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "**Guarantee**") irrevocably and unconditionally guarantees payment to you, The Municipality of Casselman (the "**Municipality**"), of a total amount of \$155,000.00.

This guarantee is issued in connection with the performance by Maisons SMB Homes Inc. of all the terms of a Pre-Servicing Agreement (the "**Agreement**") dated the ____ of _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either: (i) Vouchers paid by the Municipality certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or
(ii) a letter from the Municipality certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Municipality has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee. The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has been paid to you of the Expiry Date has occurred.

This letter of Guarantee is irrevocable but automatically renews from year to year, unless the Bank gives sixty (60) days' notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Municipality certifies to the Bank that part of the work has been completed. The amount by which this letter of credit shall be reduced shall be one-half (1/2) of the value of the work done and materials supplied as certified in writing by the Municipality.

Yours truly,

(Authorized Signature)

SCHEDULE "E"
ADDITIONAL FINANCIAL OBLIGATIONS

Upon execution of the Agreement the Owner shall pay to the Municipality to cover incurred and anticipated to the Municipality of the following administrative and professional functions:

| | |
|---|--------------------|
| • Administrative and engineering review | \$5,860.00 |
| • Legal review and registration | \$5,000.00 |
| • <u>Total (to be paid)</u> | \$10,860.00 |