

**SUPPLEMENTARY SUBDIVISION AGREEMENT  
FOR PHASE VI-X**

**BETWEEN:**

**ROLLING MEADOWS LAND DEVELOPMENT CORPORATION  
AND GLEN DOUGLAS GORDON**

**and**

**THE CORPORATION OF THE CITY OF THOROLD**

**and**

**MERIDIAN CREDIT UNION LIMITED**

**FOR**

**ROLLING MEADOWS SUBDIVISION**

**Revised: December 5, 2017**

THIS AGREEMENT MADE this 19<sup>th</sup> day of December, 2017

BETWEEN:

ROLLING MEADOWS LAND DEVELOPMENT CORPORATION  
AND GLEN DOUGLAS GORDON

Hereinafter collectively called the "OWNER"  
OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF THOROLD

Hereinafter called the "CITY"  
OF THE SECOND PART

AND

MERIDIAN CREDIT UNION LIMITED

Hereinafter called the "MORTGAGEE"  
OF THE THIRD PART

1. WHEREAS the Owner represents that it is the Owner in fee simple in possession of the lands described in Schedule "A" annexed hereto, free and clear of all claims, liens and encumbrances, save and except for outstanding Charge SN413027 to the Mortgagee.
2. AND WHEREAS the lands described in Schedule "A" annexed hereto are part of the Rolling Meadows Plan of Subdivision which received Draft Plan Approval 26T-2007-02 and are subject to the terms and conditions of the Rolling Meadows Plan Subdivision Agreement which was registered in conjunction with the development of Phase I of the Rolling Meadows Plan as Instrument SN300593 (the "Main Agreement").
3. AND WHEREAS the Main Agreement contains provisions in Part II (2.1.1) thereof permitting the Owner to develop the lands comprising Draft Plan Approval 26T-2007-02 in Phases, provided that the Owner obtains prior approval of the City for the development of each Phase and enters into supplementary and amending subdivision agreements separately relating to each successive Phase of development relating to the said Draft Plan 26T-2007-02.
4. AND WHEREAS the City requires the Owner to enter into supplementary and amending agreements for each of the second and succeeding Phases in the development of Draft Plan 26T-2007-02.
5. AND WHEREAS the Owner entered into an agreement with the City to develop the lands described in Schedule "A" hereto as Phase VI-X of the Rolling Meadows Plan (Draft Plan 26T-2007-02) to create one hundred and sixty-six (166) serviced residential units in Phase VI-X.

6. AND WHEREAS the Owner hereby covenants, warrants and agrees to develop Phase VI-X of the Rolling Meadows Plan (Draft Approval 26T-2007-02) in accordance with the terms and conditions of this Agreement, the Main Agreement, any other supplementary and amending Subdivision Agreement and Plans approved by the City for the development of Phase VI-X.
7. AND WHEREAS this Agreement shall be called the "Phase VI-X Agreement".

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the City agreeing to permit the Owner to proceed with Phase VI-X of the Rolling Meadows Plan of Subdivision comprising the lands described in Schedule "A" to this agreement, and the mutual covenants and agreements to be observed and performed by each of the parties hereto, and in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City the receipt whereof is hereby the City acknowledged), the parties hereto mutually covenant and agree as follows:

#### **1. DEFINITIONS**

The definitions contained in Part I of the Main Agreement remain applicable to the Phase VI-X Agreement.

#### **2. RECITALS**

The Parties hereto acknowledge that each of the foregoing recitals is true and correct as of the date hereof.

#### **3. LANDS AFFECTED**

The lands to be developed as the sixth to tenth Phase of the Rolling Meadows Plan of Subdivision ("the Subdivision") are those lands described in Schedule "A" annexed hereto. The Holding provision shall be removed prior to the issuance of building permits.

#### **4. APPLICABILITY OF THE MAIN AGREEMENT**

Unless specifically altered or amended by the provision of this Phase VI-X Agreement, all provisions of the main Agreement, including any schedules thereto, shall apply mutatis mutandis to the development of the lands described in Schedule "A" hereto to the same extent as if written herein and any supplementary or amending provision contained in this Phase VI-X Agreement shall only apply to the lands described in Schedule "A" to this Phase VI-X Agreement and any development thereon.

#### **5. TREE PLANTING**

Instead of the sum required by Section 8.1.10 of the Main Agreement, at the time of execution of this Phase VI-X Agreement, the Owner shall pay to the City securities as outlined in "Schedule B – Phase VI-X" to this Agreement.

#### **6. LANDSCAPING**

The Owner shall submit to the City for its review and approval a detailed planting and landscaping plan for Phase VI-X which detailed landscape and planting plan shall conform to the requirements contained in Schedule "J" of the Main Agreement.

#### **7. FINANCIAL REQUIREMENTS**

Schedule "D" of the Main Agreement refers to Financial Requirements. Insofar as the lands comprising Phase VI-X of the Rolling Meadows Draft Approval 26T-2007-02 are concerned, the financial requirements for the development of such

lands shall be as cited in "Schedule B – Phase VI-X" to this Phase VI-X Agreement.

## **8. HIGHWAYS AND OTHER WORKS**

Insofar as the lands comprising Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02 are concerned, articles E.1.1 and E.2.1 of Schedule "E" of the Main Agreement shall be replaced by the provisions of article C.1.1 and C.2.1 respectively of Schedule "C" of this Phase VI-X Agreement and all of the remaining provisions of Schedule "E" of the Main Agreement shall remain applicable to the lands comprising this Phase VI-X of the Rolling Meadows Plan of Subdivision.

## **9. MAINTENANCE GUARANTEE DEPOSITS**

Insofar as the lands comprising Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02 are concerned, Schedule "E" of this Phase VI-X Agreement shall be inserted in lieu of Schedule "M" of the Main Agreement.

## **10. NOISE CONTROL MEASURES**

Insofar as the lands comprising Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02 are concerned, warning clauses as described in Schedule "F" of this Supplementary Agreement shall be inserted in lieu of Schedule "N" of the Main Agreement.

## **11. PROPOSED PLAN OF SUBDIVISION FOR PHASE VI-X ROLLING MEADOWS**

Annexed as Schedule "G" to this Phase VI-X Agreement is a depiction of the Proposed Plan of Subdivision for Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02.

## **12. PHASING AND TIME LIMITS**

Insofar as the lands comprising of Phase VI-X of the Neighbourhoods of Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02 are concerned, Schedule "L" of the Main Agreement shall be replaced by the provisions of Schedule "D" of this Phase VI-X Supplementary Agreement.

## **13. REGISTRATION OF PHASE VI-X AGREEMENT**

The Owner consents to the registration of this Phase VI-X Agreement on the title to the lands described in Schedule "A" herein and agrees that this Agreement shall not be subject to any prior encumbrances.

## **14. CONDITIONS OF APPROVAL**

If, after this Phase VI-X Agreement is executed, the City, or any other authority having jurisdiction, shall impose any further condition or requirement which is not contained herein, or in the Main Agreement, then the Owner shall forthwith upon demand enter into such further agreement or agreements and give such further assurances as may be required and the Owner shall not contravene any condition or requirement of such authority, notwithstanding that the same is not contained herein.

## **15. SCHEDULES**

The provisions of all Schedules annexed hereto shall be and are deemed to form part of this Phase VI-X Agreement.

## **16. WORKS**

All work shall be designed, constructed, inspected and certified to the entire satisfaction of the City.

## **17. WAIVER**

The failure of the City at any time to require performance by the Owner of any obligation under this Phase VI-X Agreement, or the Main Agreement, shall in no way affect the City's right thereafter to enforce such obligations, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same, or any other obligation hereunder at any later time. The City shall specifically retain its rights at law to enforce this Phase VI-X Agreement and the Main Agreement.

## **18. MORTGAGEE'S CONSENT**

In the event that a Mortgagee exercises any rights as to sale, possession or foreclosure, or takes any other steps to ensure its security against the Lands described in Schedule "A", then such Mortgagee agrees on behalf of itself, its heirs, executors, administrators, successors and assigns, not to deal with the lands described in Schedule "A" as a subdivision or part thereof unless a new agreement in the same form, *mutatis mutandis*, as this Agreement has been entered into with the City. Any encumbrancer or Mortgagee affixing their signature to this Agreement, by so doing agrees to be bound by all the terms of this Agreement in the event that such Mortgagee forecloses or goes into possession of the Lands. Further, such encumbrancer or Mortgagee, by signing this Agreement, agree to postpone any rights they might have of any nature or kind regarding the Lands so that this Agreement shall have full force and effect in priority to any claims to the said Lands by the said encumbrancer and Mortgagee.

## **19. BINDING ON HEIRS**

This Phase VI-X Agreement and the Main Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule "A" annexed hereto.

## **20. INDEMNIFICATION**

The Owner hereby covenants, warrants and agrees to save harmless and keep the City indemnified from and against all manner or actions, causes of actions, suits, claims and demands that may howsoever arise through or from the terms of this Phase VI-X Agreement and the approved plans and any works.

## **21. GRANT OF LANDS**

According to the provisions of Section 3, the Owner shall transfer to the City for nominal consideration the land described in Schedule "H" and depicted in Schedule "G" (Plan of Subdivision) and Schedule "I" of this Phase VI-X Supplementary Agreement forthwith after registration of the Plan for Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02. Schedule "H" of this Agreement shall replace Schedule "B" of the Main Agreement.

## **22. CONSTRUCTION LIENS**

The Owner shall indemnify and save harmless the City from all claims, demands, losses, costs, expenses, causes of action or suits of whatever nature arising out of the services, labour and materials furnished by the Owner or its contractors or subcontractors (or such consultants or subconsultants) under this Agreement

and the Main Agreement and shall promptly cause to be discharged any liens registered against any City interest in any lands or any charge against any City money.

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective hands and seals to these presents.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF  
THOROLD

Per:

A.T. (Ted) Luciani, Mayor

Donna Delvecchio, City Clerk

I/We have the authority to bind the Corporation

ROLLING MEADOWS LAND DEVELOPMENT  
CORPORATION AND GLEN DOUGLAS  
GORDON

per:

I, Glen Douglas Gordon, President,  
have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

per:

**KEN HOUTBY**

DIRECTOR, COMMERCIAL ACCOUNTS

have the authority to bind the Corporation.

per:

**John Holjak**

Senior Manager, CBC Commercial Credit

I,  
have the authority to bind the Corporation.

**SCHEDULE "A"**

**DESCRIPTION OF PROPERTY**

Part of Township Lots 68 and 69 Thorold; City of Thorold,  
being Part of PIN 64057-0303 (LT)

**SCHEDULE “B – Phase VI-X”**  
**(See Section 7 of this Phase VI-X Supplementary Agreement)**

**B.1** The Owner shall deposit the following amounts at the time of execution of this Agreement. The figures in this Schedule are attributable to Phase VI-X. Development of further Phases following Phase VI-X of the Plan of Subdivision will require amendments and additions to this Schedule.

**Schedule B Rolling Meadows VI**

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.19	Primary Services - 10%	\$128,740.86	\$128,740.86	\$0.00
2	4.19	Secondary Services - 110%	\$333,451.25	\$333,451.25	\$0.00
3	6	Inspection	\$79,527.31		\$79,527.31
4	4.19	City Administration	\$31,810.92		\$31,810.92
Total				\$462,192.11	\$111,338.23
Prior to Issuance of Building Permit					
1		Lot Grading Deposit			Prevailing lot grading deposit
2	7	Development Charge			Current Rate estimated at \$18,667 Single Detached



Schedule B Rolling Meadows VII

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.19	Primary Services - 10%	\$26,244.50	\$26,244.50	\$0.00
2	4.19	Secondary Services - 110%	\$121,591.25	\$121,591.25	\$0.00
3	6	Inspection	\$18,649.13		\$18,649.13
4	4.19	City Administration	\$7,459.65		\$7,459.65
Total				\$147,835.75	\$26,108.78
Prior to Issuance of Building Permit					
1		Lot Grading Deposit			Prevailing lot grading deposit
2	7	Development Charge			Current Rate estimated at \$18,667 Single Detached

Schedule B Rolling Meadows VIII

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.19	Primary Services - 10%	\$78,731.44	\$78,731.44	\$0.00
2	4.19	Secondary Services - 110%	\$273,864.25	\$273,864.25	\$0.00
3	6	Inspection	\$51,814.09		\$51,814.09
4	4.19	City Administration	\$20,725.64		\$20,725.64
Total				\$352,595.69	\$72,539.73
Prior to Issuance of Building Permit					
1		Lot Grading Deposit			Prevailing lot grading deposit
2	7	Development Charge			Current Rate estimated at \$18,667 Single Detached

Schedule B Rolling Meadows IX

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.19	Primary Services - 10%	\$62,288.24	\$62,288.24	\$0.00
2	4.19	Secondary Services - 110%	\$213,353.25	\$213,353.25	\$0.00
3	6	Inspection	\$40,841.99		\$40,841.99
4	4.19	City Administration	\$16,336.80		\$16,336.80
Total				\$275,641.49	\$57,178.79
Prior to Issuance of Building Permit					
1		Lot Grading Deposit			Prevailing lot grading deposit
2	7	Development Charge			Current Rate estimated at \$18,667 Single Detached

Schedule B Rolling Meadows X

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.19	Primary Services - 10%	\$0.00	\$0.00	\$0.00
2	4.19	Secondary Services - 110%	\$17,655.00	\$17,655.00	\$0.00
3	6	Inspection	\$802.50		\$802.50
4	4.19	City Administration	\$321.00		\$321.00
Total				\$17,655.00	\$1,123.50
Prior to Issuance of Building Permit					
1		Lot Grading Deposit			Prevailing lot grading deposit
2	7	Development Charge			Current Rate estimated at \$18,667 Single Detached

**B.2** The Owner shall deposit the following amounts at the time of execution of this agreement attributable to special financial requirements for works to be later effected.

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**B.3** The Owner shall deposit the following amounts in cash at the time of issue of building permits:

Expansion and Development Charges:

The Owner shall pay to the City of Thorold any and all relevant development charges in force at the time of any application for a building permit and such charges shall be paid to the City before the issuance of such permit.

Maintenance Deposits in accordance with Section 12.3.2 of the Main Agreement in the amount of \$1,000.00 per lot subject to revision from time to time by the Chief Building Official as contemplated by that section of the Main Agreement.

**SCHEDULE "C"**  
**(See Section 8 of this Phase VI-X Supplementary Agreement)**

**HIGHWAYS**

**C.1 HIGHWAYS**

**C.1.1 Location**

The highway construction required by this Schedule shall extend to all lands dedicated to the City for highway purposes.

**C.2 SPECIFICICATIONS FOR HIGHWAYS AND OTHER WORKS**

**C.2.1 Plans:**

Highways shall be constructed to the City of Thorold specifications and standards as shown on the plans prepared by Upper Canada Consultants bearing Job No. 0695 and signed and approved by the City. The following are the plans presently approved by the City and all work contemplated by these plans shall be effected by the Owner at its sole expense, at such time, to such extent and in such manner at the sole discretion of the City:

**Phase VI-X**

NO.	DATE	DRAWING INDEX
0695-PH6-GND	September 28th 2017	General Notes and Details Plan
0695-PH6-GSP	September 28th 2017	General Servicing Plan
0695-PH6-PP1	September 28th 2017	Barker Parkway Plan & Profile - PP1
0695-PH6-PP2	September 28th 2017	Barker Parkway Plan & Profile - PP2
0695-PH6-PP3	September 28th 2017	Bounty Avenue Plan & Profile - PP3
0695-PH6-PP4	September 28th 2017	Cinnamon Street Plan & Profile - PP4
0695-PH6-PP5	September 28th 2017	Sunset Way Plan & Profile - PP5
0695-PH6-PP6	September 28th 2017	Venture Way Plan & Profile - PP6
0695-PH6-PP7	September 28th 2017	Cristallina Drive Plan & Profile - PP7
0695-PH6-PP8	September 28th 2017	Autumn Avenue Plan & Profile - PP8
0695-PH6-PP9	September 28th 2017	Sparkle Drive Plan & Profile - PP9
0695-PH6-GP1	September 28th 2017	Grading Plan 1
0695-PH6-GP2	September 28th 2017	Grading Plan 2
0695-PH6-GP3	September 28th 2017	Grading Plan 3
0695-STMDA	May 29th 2017	Storm Drainage Area Plan
0695-SANDA	May 29th 2017	Sanitary Drainage Area Plan

**SCHEDULE "D"**  
**(See Section 12 of this Phase VI-X Supplementary Agreement)**

**PHASING AND TIME LIMITS**

**D.1 Phasing**

The Plan approval in Draft Plan 26T-2007-02 relates to the proposed plan of the subdivision for the entire Rolling Meadows area. This present Supplementary and Amending Subdivision Agreement herein shall apply to **those** lands that are covered by Draft Plan 26T-2007-02 as are described in Schedule "A" and depicted in Schedule "G" to this Agreement. Nonetheless the Owner proposed to register a plan of subdivision which **includes** lands that are termed to be Phase VI-X in this subdivision agreement and the lands comprising this SIXTH TO TENTH Registered Plan of Subdivision which is part of Rolling Meadows Draft Plan Approval 26T-2007-02 are depicted in Schedule "G" annexed to this agreement. The Owner agrees with the City that any subsequent plan or plans to accomplish and fulfill full plan registration for all of the lands comprising Rolling Meadows Draft Plan Approval 26T-2007-02 shall require prior written amendments to the Main Agreement and its schedules as may be determined from time to time at the discretion of the City. The Owner further acknowledges and agrees with the City that any approvals of the City with regard to matters mentioned in or related to this agreement are to be taken as relating solely to Phase VI-X only and the City specifically reserves the right to deal with or approve matters off site of Phase VI-X and/or included in subsequent Phases of the development of Draft Plan 26T-2007-02.

**D.2 Time Limits**

That all works under this Phase VI-X Agreement shall be completed three (3) years after the date of this Agreement. See also Sections 9.4 to 9.7 of the main Agreement.

**SCHEDULE "E"**

(See Section 9 of this Phase VI-X Supplementary Agreement)

**MAINTENANCE GUARANTEE DEPOSITS**

(See Sections 8.1.6 and 10.3.3 of the Main Agreement)

- E.1 The deposits for guarantee of maintenance shall be an amount equal to SIX HUNDRED AND SIXTY-FIVE METRES (665 m) of frontage, at THIRTY-FIVE DOLLARS (\$35.00) per metre frontage for a total of TWENTY THREE THOUSAND TWO HUNDRED AND SEVENTY-FIVE DOLLARS (\$23,275.00) for Phase VI, TWO HUNDRED AND FOURTY-FIVE METRES (245M) of frontage, for a total of EIGHT THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS (\$8,575.00) for Phase VII, FIVE HUNDRED AND FOURTY-SEVEN METRES (547M) of frontage, for a total of NINETEEN THOUSAND ONE HUNDRED AND FOURTY-FIVE DOLLARS (\$19,145.00) for Phase VIII, FOUR HUNDRED AND SEVENTY THREE METRES (473M) of frontage, for a total of SIXTEEN THOUSAND FIVE HUNDRED AND FIFTY-FIVE (\$16,555.00) for Phase IX. Phase X was serviced as part of a previous phase and therefore deposits for this work have already been posted with the City.
- E.2 Maintenance periods may be Phased in with Section 10.3.2 of the Main Agreement in which case the deposit under Schedule "D" of the Main Agreement as such be amended by this Phase VI-X Agreement shall be apportioned to each Phase.

**SCHEDULE "F"**

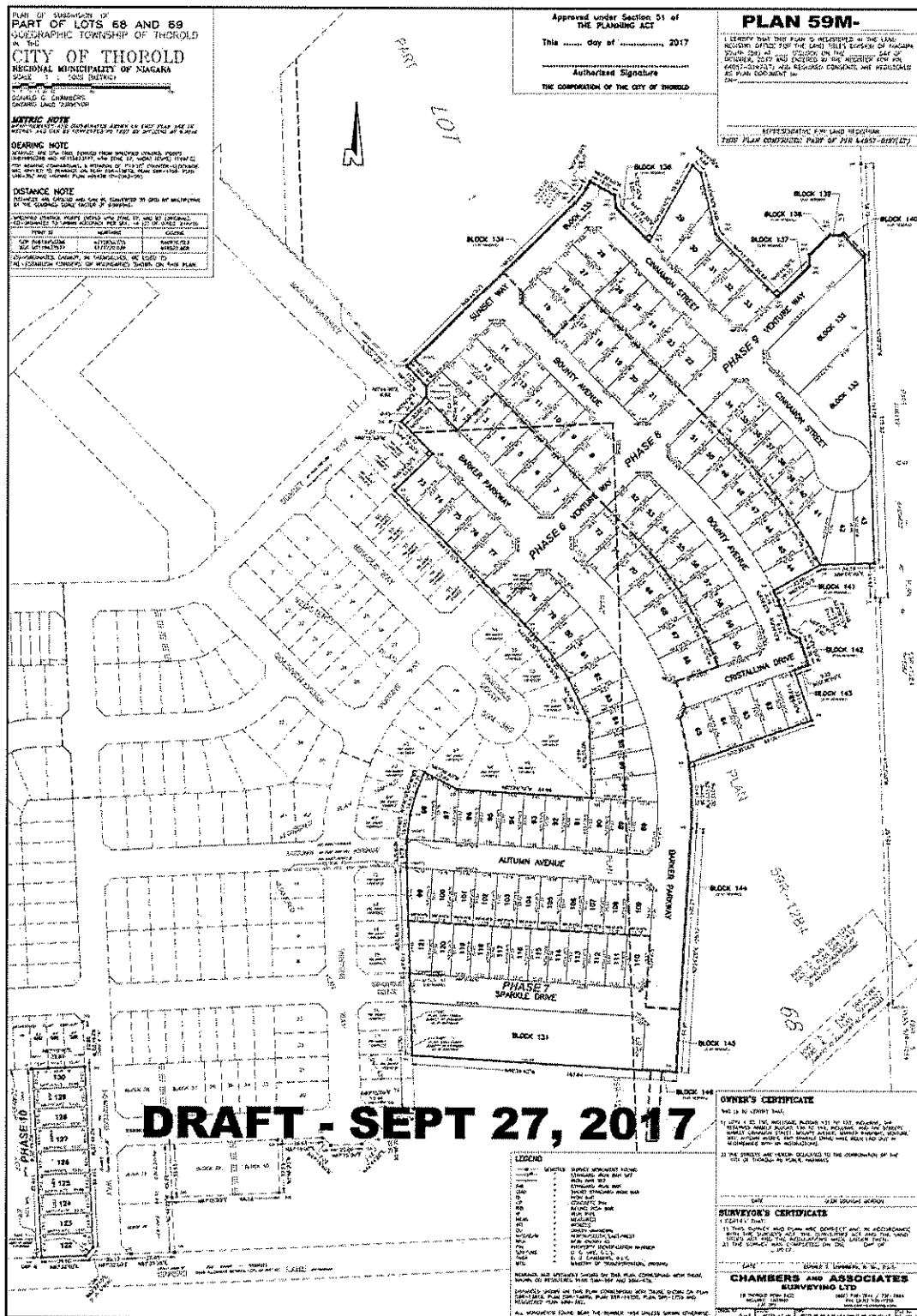
**(See Section 10 of this Phase VI-X Supplementary Agreement)**

**NOISE CONTROL MEASURES**

**(See Section 2.7, 4.3.7.12 and 12.7 of the Main Agreement)**

Insofar as the lands comprising Phase VI-X of the Rolling Meadows Plan of Subdivision Draft Plan Approval 26T-2007-02 are concerned, Type A and Type C warning clauses as described in Schedule "N" of the Main Agreement shall be included in the property and tenancy agreements and offers of purchase and sale for all lots with Phase VI-X of the Plan of Subdivision.





**SCHEDULE "H"**  
**(See Section 21 of this Phase VI-X Supplementary Agreement)**

**GRANT OF LANDS**

Pursuant to Section 20 of this agreement and Section 3 of the Main Agreement, the Owner shall transfer free and clear of all costs to the City or to other appropriate and relevant entities or agencies, the following lands as depicted on the 0695GSP, mentioned in Schedule C.

**H.1      EASEMENTS**

**H.1.1      Storm Drainage (Catch Basins) as depicted in Schedule I**

- Part 1 – 1.5m wide North Side of Lot 126
- Part 2 – 1.5m wide South Side of Lot 127
- Parts 3 and 4 – 1.5m wide mid-block on Westerly portion on Block 131
- Parts 5 and 6 – 1.5m wide mid-block on Easterly portion on Block 131
- Part 7 – 1.5m wide mid-block adjacent to Part 8 and 3m wide on South East on Block 132
- Part 8 – 1.5m wide mid-block adjacent to Part 7 on Block 132

**H.2      0.3 METER RESERVES**

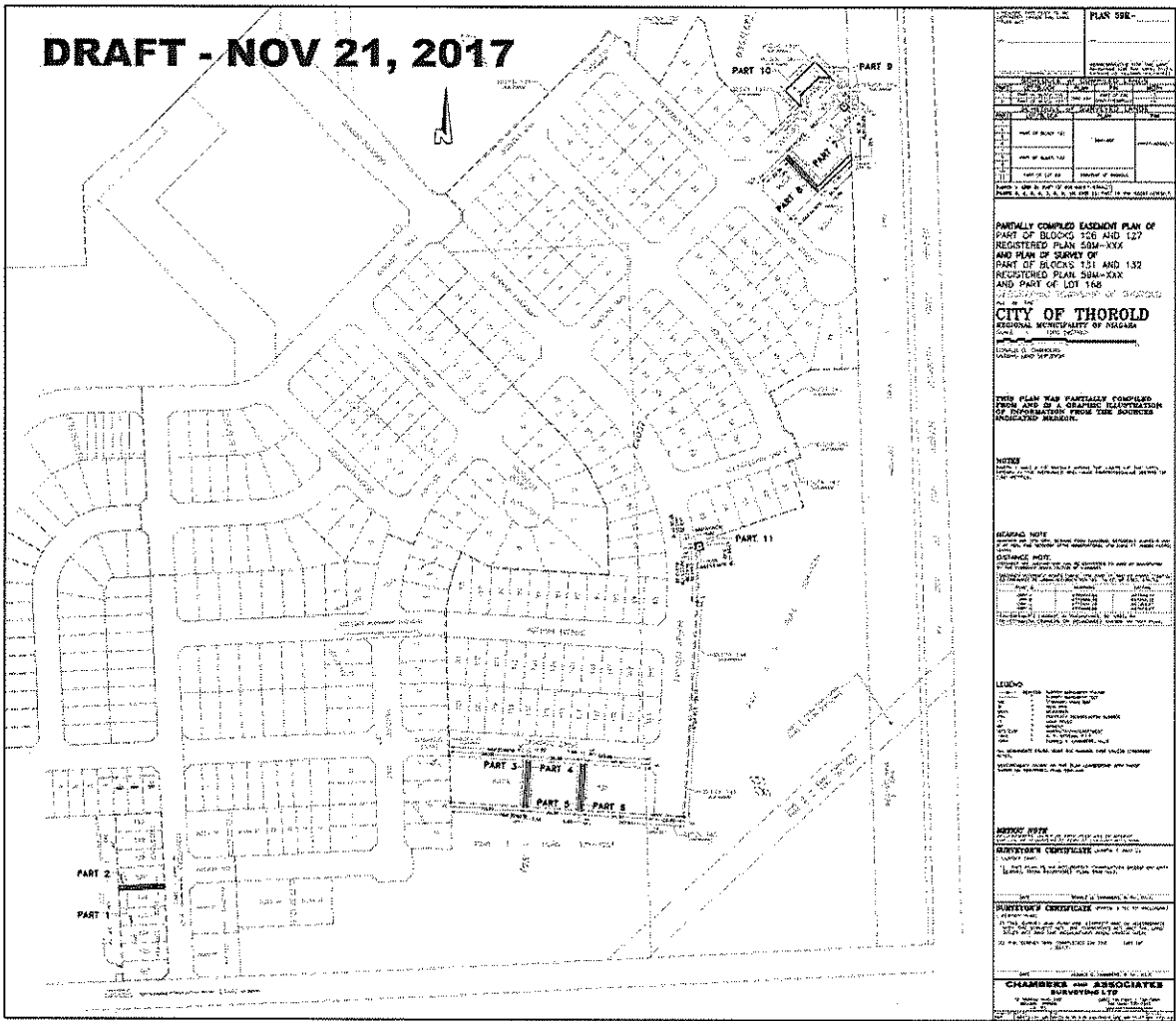
- H.2.1** Dedicate Blocks 134 - 146 - 0.3m Reserve to the City of Thorold as shown in Schedule G.

**H.3      FURTHER EASEMENTS, TRANSFERS, OR OTHER REGISTRABLE INSTRUMENTS**

- H.3.1** Part 10 – Easement for temporary cul-de-sac with 13.25m radius (Shown in Schedule "I") to be registered in favour of the Niagara Region for Waste Collection purposes
- H.3.2** Part 9 and 11 – Easement for Hydro Boxes

**SCHEDULE "I"**  
(See Section 21 of this Phase VI-X Supplementary Agreement)

**STORM SEWER EASEMENTS**



**SCHEDULE "J"**  
**(Phase VI-X Supplementary Agreement)**

**Hydro One Networks Inc. Conditions of Approval**  
**(Listed by Draft Plan Condition)**

58. Prior to final approval, a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted in triplicate to HONI for review and approval. There is to be no grading on MEDEI/HONI transmission corridor. Drainage must be controlled and directed away from MEDEI/HONI transmission corridor.
59. Temporary fencing must be installed along the edge of the transmission corridor prior to the start of construction. Permanent 1.5 meter high chain link fencing must be installed after construction is completed along the common property line, all at the developer's expense.
60. The developer must obtain approval from HONI on behalf of OILC for any uses (ie: parking, landscaping, road crossings, etc.) as shown on the circulated plans. Proposals for any secondary land use on the corridor are processed through the Provincial Secondary land Use Program (PSLUP). The developer must contact Jim Oriotis, Senior Real Estate Coordinator in our offices at (905) 946-6261 to begin this process.
61. OILC/HONI transmission corridor is not to be used without the express written permission of HONI. During construction there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor. The proponent will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon.
62. The costs of any relocations or revisions to HONI facilities that are necessary to accommodate this site plan will be borne by the developer.
63. If the property is in close proximity to a Transmission or Distribution station the following clause applies:

Some noise from the existing Transformer/Distribution Station, which is in close proximity, may interfere with the proposed development/site. An acoustic assessment should be undertaken at the developer's expense. If noise abatement (eg. Walls, berms, etc.) are required to meet applicable Ministry of the Environment or Municipal criteria, the costs involved will be the sole responsibility of the developer/builder. HONI will not be responsible for any costs involved. Please relay this to the appropriate parties.