

THIS MEMORANDUM OF UNDERSTANDING made as of the ____ day of December, 2024.

B E T W E E N :

THE CORPORATION OF THE CITY OF THOROLD

(hereinafter referred to the “Thorold”)

OF THE FIRST PART;

- and -

**PARKBRIDGE LIFESTYLE COMMUNITIES INC. and
1000352619 ONTARIO INC.**, each a corporation incorporated pursuant to the Province of Ontario

(hereinafter collectively referred to as “**Parkridge**”)

OF THE SECOND PART;

- and -

ROLLING MEADOWS LAND DEVELOPMENT CORPORATION, a corporation incorporated pursuant to the Province of Ontario

(hereinafter referred to as “**Rolling Meadows**”)

OF THE THIRD PART;

- and -

RUDANCO HOSPITALITY CORPORATION, a corporation incorporated pursuant to the Province of Ontario

(hereinafter referred to as “**Rudanco**”)

OF THE FOURTH PART;

- and -

WALKER COMMUNITY DEVELOPMENT CORPORATION, a corporation incorporated pursuant to the Province of Ontario
(hereinafter referred to as “**Walker**”)

OF THE FIFTH PART;

WHEREAS the parties to this Agreement have agreed to a process for completing the engineering, design and construction of a roadway known as Upper's Lane (the "**Roadway**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants hereinafter set forth, the parties hereby covenant and agree as follows:

ARTICLE I – GUIDING PRINCIPLES

1.01 The primary objective of the project contemplated by this Memorandum of Understanding (the "**Project**") is to:

- (a) construct the Roadway with full municipal services in a timely and cost effective manner;
- (b) allocate construction costs among the benefitting stakeholders as contemplated in the Local Services Policy of Thorold's Development Charges By-Law.

1.02 The parties to this Memorandum of Understanding agree to act in good faith to cause the completion of the Project in accordance with the terms provided for herein.

ARTICLE II – DESCRIPTION OF PROJECT

2.01 The Project includes the construction of municipal services and the Roadway within the existing portion of the Upper's Lane unopened road allowance commencing at the intersection of Barker Parkway and Upper's Lane easterly for a distance of approximately 975 metres ending at Niagara Road 70 (Thorold Townline Rd.).

2.02 The Project includes the acquisition of a two metre wide road widening from Rolling Meadows and Walker Community Development Corporation for the lands on the south side of the existing Upper's Lane along the entire length of the Project.

2.03 The Project includes the construction of various components including sanitary sewers, storm sewers and drainage systems, water mains, roadway, curbs and gutters, sidewalks, street lighting, street trees, pavement markings, regulatory signage, traffic calming and sodded boulevards, which will be described in construction drawings and specifications prepared to the satisfaction of Thorold.

2.04 The Project will be constructed to the meet or exceed the engineering design standards approved by Thorold.

ARTICLE III – DESIGN CONSIDERATIONS

301 The sanitary sewer collection system will be constructed in accordance with the engineering design criteria approved for the Rolling Meadows Sanitary Drainage Area Master Plan, as amended from time to time.

302 The storm sewer and drainage system will be constructed in accordance with the engineering design criteria approved for the Rolling Meadows Storm Drainage Area Master Plan, as amended from time to time.

303 The water distribution system will be constructed in accordance with the engineering design criteria approved for the Rolling Meadows Water Distribution System Area Master Plan, as amended from time to time.

304 The engineering design will include stub sewer and watermain extensions at the planned road intersections to facilitate future connection.

305 The engineering design will include service connections to any property fronting onto the Roadway.

ARTICLE IV – CONSTRUCTION OF THE PROJECT

4.01 Thorold will assume responsibility for the design, approval, procurement, inspection and certification of the project including, but not limited to:

- (a) Internal engineering design and contract administration;
- (b) Geotechnical investigation and material testing,
- (c) Legal Surveys and investigation, and
- (d) Legal fees

(collectively, the “**Design Work**”)

4.02 Thorold may issue a public tender and award a contract for the construction contemplated by the Design Work (the “**Construction Contract**”) in accordance with Thorold’s Procurement Policy.

4.03 The staging of the construction will have due consideration for adjacent property owners who are operating under the terms of Site Alteration Permit approved by Thorold, according to its sole discretion.

ARTICLE V –TIMING OF THE PROJECT

5.01 Thorold will complete the Design Work and preliminary costs estimates by July 1st, 2025, subject to the approval of Council.

5.02 Thorold will commence, or permit the commencement of, construction of the Project subject to the completion of a cost sharing agreement at its sole discretion (the “**Construction**”).

5.03 Parkbridge, Rudanco, Rolling Meadows and Walker (collectively, the “**Benefitting Parties**”) covenant to pay to Thorold the costs for the Design Work and they confirm their understanding that Thorold will not commence any work relating to the Design Work until it has received funds, inclusive of a contingency provision for potential cost overruns, to complete the Design Work from the Benefitting Parties.

5.04 The Benefitting Parties covenant to pay to Thorold the costs for the Construction as provided for herein and they confirm their understanding that Thorold will not commence any work relating to the Construction until it has received funds, inclusive of a contingency provision for potential cost overruns, to complete the Construction from the Benefitting Parties.

5.05 Notwithstanding the proposed construction schedule as may be provided for in the Construction Contract, no work will be commenced or performed by Thorold if there is current, threatened or pending litigation against Thorold by any of the Benefitting Parties.

ARTICLE VI – COST-SHARING AND DEVELOPMENT CHARGES

601 Any cost sharing for Design Work and Construction will be determined in accordance with Local Service Policy contained in Appendix E to the Development Charges Background Study dated March 28, 2024.

602 Since Upper’s Lane (Hwy. 58 to Thorold Townline Rd.) is identified as a Collector Road, it is eligible for 100% funding from Development Charges. Accordingly, all of the construction costs relating to the roads and related components (including the land acquisition) will be the responsibility of Thorold and paid for by Thorold from Thorold’s development charge reserve fund established pursuant to the *Development Charges Act*, 1997 (the “**Development Charge Reserves**”).

603 The construction costs of the Sanitary Sewers over 300mm diameter will be the responsibility of Thorold and they will be paid from Thorold’s Development Charge Reserves. The construction costs for sewers less than 300 mm diameter are the responsibility of the Benefitting Parties. The cost sharing for this obligation among the Benefitting Parties will be calculated based on the pro-rated share of the calculated flow relative to the pipe capacity (i.e. percent of flow in the pipe = percent of cost).

604 Since Storm Sewers are considered to be a local service, the Benefitting Parties will be entirely responsible for their construction costs. The cost sharing for this obligation among the Benefitting Parties will be calculated based on the pro-rated share of the calculated flow relative to the pipe capacity (i.e. percent of flow in the pipe = percent of cost).

605 The construction costs of water distribution systems over 300mm diameter will be the responsibility of Thorold and they will be paid from Thorold's Development Charge Reserve. The construction costs for watermain less than 300mm diameter are the responsibility of the Benefitting Parties. The cost sharing for this obligation among the Benefitting Parties will be calculated based on the pro-rated share of the calculated flow relative to the pipe capacity (i.e. % of flow in the pipe = % of cost).

606 The construction costs for stub extensions and services to private developments will be paid for by the Benefitting Parties at their full actual costs.

607 The parties agree that a cost-sharing agreement among the Benefitting Parties and Thorold, which will incorporate the terms of this Article VI, will be entered into prior to the start of the Construction. The Benefitting Parties will consent to the registration of this cost sharing agreement on title to the applicable lands at the request of Thorold.

608 In the event that the amount or method used for calculation of the respective cost sharing obligations of the Benefitting Parties is disputed, the parties agree to refer the matter to a qualified arbitrator whose decision will be binding on all parties.

ARTICLE VII --- MISCELLANEOUS

7.01 The obligations of the Benefitting Parties to Thorold under this Memorandum of Agreement are joint and several.

7.02 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7.03 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

7.04 This Agreement may be executed in counterparts all of which shall be construed together and shall constitute one agreement.

7.05 Notwithstanding anything to the contrary contained herein, no party this Memorandum of Understanding shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, epidemics, pandemics, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or

malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

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DRAFT

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding on the date first above written.

**THE CORPORATION OF THE CITY OF
THOROLD**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the corporation.

**PARKBRIDGE LIFESTYLE COMMUNITIES
INC.**

Per: _____
Name:
Title:

I have authority to bind the corporation.

**ROLLING MEADOWS LAND
DEVELOPMENT CORPORATION**

Per: _____
Name:
Title:

I have authority to bind the corporation.

1000352619 ONTARIO INC.

Per: _____
Name:
Title:

I have authority to bind the corporation.

[signatures continue on next page]

RUDCANCO HOSPITALITY CORPORATION

Per: _____

Name:

Title:

I have authority to bind the corporation.

**WALKER DEVELOPMENT COMMUNITY
CORPORATION**

Per: _____

Name:

Title:

I have authority to bind the corporation.