

THIS SUBDIVISION AGREEMENT made this ___ day of August, 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

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(Not part of the Agreement)

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Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

Schedule "N" 149

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023 (the “**Agreement**”).

B E T W E E N:

KILWORTH HEIGHTS WEST LTD. a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

WHEREAS:

- (a) The Subdivider is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Phase 3 Land**”). The Phase 3 Land has been divided into Phases 3A and 3B as shown on Schedule “A”;
- (b) The Subdivider wishes to subdivide the Phase 3 Land by means of a registered plan of subdivision and has made an application to The Corporation of the County of Middlesex (hereinafter referred to as the “**County**”) therefor and has obtained draft plan approval for a plan of subdivision from the County under the County’s File No. 39T-MC1301;
- (c) The Subdivider now wishes to subdivide the Phase 3A Land into 97 single detached dwellings on Lots 1 to 97 and Phase 3B Land into 17 single detached dwellings on Lots 1A to 17A and two blocks forming 1 foot reserves by means of a registered plan of subdivision (hereinafter referred to collectively as the “**Phase 3 Plan**”) resulting collectively in 114 single detached dwellings, and streets to be dedicated to the Municipality all as set out in the form of the photographic reduction thereof attached as Schedule “B” hereto; and the Municipality, as a condition of its recommendation to the County that final approval be given to the Phase 3 Plan, has required that this Agreement be entered into;
- (d) The Municipality and the Subdivider are prepared to enter into this Agreement with respect to the development of the Phase 3 Land on the basis of the terms and conditions of this Agreement;
- (e) The Subdivider may need to import soil, in accordance with all applicable laws including but not limited to the Ministry of Environment, Conservation and Parks

(the “MECP”) guidelines, policies, and documents as it relates to the importing and storage of fill materials on the Phase 3 Lands. Prior to importing any excess soil, if required, the Subdivider will complete a fill management plan in accordance with MECP best practices which shall address among other matters required by the Municipality, invasive species, soil quality, dust and noise, site security, odour, traffic and transportation, record keeping, and water quality protection, where appropriate (the “**Fill Management Plan**”).

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the recommendation by the Municipality to the County that final approval be given to the Phase 3 Plan, and in consideration of other good and valuable consideration, the receipt and sufficiency of which consideration is irrevocably acknowledged by each of the Subdivider and the Municipality, the Subdivider and the Municipality hereby covenant and agree as follows:

DEFINITIONS

1. For the purposes of this Agreement the capitalized terms not otherwise defined herein shall have the meanings ascribed below:
 - 1.1 “**Council**” means the Council of the Municipality;
 - 1.2 “**Conservation Authority**” shall mean the Upper Thames River Conservation Authority;
 - 1.3 The “**Cost Sharing Agreement**” shall mean the agreement entered into between the Subdivider and Municipality dated July 25, 2018;
 - 1.4 The “**Land Office**” means the Land Titles Office from Middlesex (No. 33);
 - 1.5 The “**Land Registrar**” means the Land Registrar for the Land Office;
 - 1.6 The “**Municipal Engineer**” shall mean the Municipality’s Director of Public Works and Engineering and shall include his in-house or consulting engineer designate;
 - 1.7 “**Parties**” means the Parties to this Agreement;
 - 1.8 A “**Phase**” shall mean a separate registered plan of subdivision approved by the County for the draft plan of subdivision approval given under the County’s File No. 39T-MC1301;
 - 1.9 The “**Phase 3 Plan**” shall mean the plan of subdivision prepared by MTE Ontario Land Surveyors, P.R. Levac OLS Ltd. and dated June 22, 2021 a photographic reduction of which is attached as Schedule “B” to this Agreement;

- 1.10 The “**Phase 3 Works**” shall mean the servicing work required of the Subdivider by this Agreement referred to in section **Error! Reference source not found.** and more particularly described in

- 1.11 Schedule “F” to this Agreement, and shall include any SWM Securities relating to the costs associated with the SWM Maintenance and Repairs of the SWM Infrastructure and subject to the Cost-Sharing Agreement, as may be determined to be applicable by the Municipality acting reasonably or by a court of competent jurisdiction, until such time as the Municipality assumes the SWM Infrastructure, following which the future costs associated with the SWM Infrastructure shall be subject to the terms and conditions of this Phase 3 Subdivision Agreement and are still considered to be part of the Phase 3 Works;
- 1.12 The “**Servicing Plans**” shall mean the plans, drawings and notes identified in section 3 of

- 1.13 Schedule “F” to this Agreement;
- 1.14 The “**Subdivider’s Engineers**” shall mean the person or persons who are licensed to engage in the practise of professional engineering pursuant to the *Professional Engineers Act* (Ontario) and who has been appointed by the Subdivider for the purposes of this Agreement as required by section **Error! Reference source not found.** of this Agreement;
- 1.15 The “**SWM Assumption Date**” shall mean the date the Municipality assumes the SWM Infrastructure which time will be in the Municipality’s sole and absolute discretion;
- 1.16 The “**SWM Infrastructure**” means the regional stormwater management infrastructure, including the pond and appurtenances thereto, constructed or to be constructed in accordance with the approved Environmental Compliance Approval Number 8778-AFQLCR and subject to the provisions of the Cost-Sharing Agreement, and subject to any requirements of the Municipality’s Consolidated Linear Infrastructure Environmental Compliance Approval; and
- 1.17 The “**KHW Future SWM Securities**” shall be the Subdivider’s portion of those costs arising following the SWM Assumption Date as they relate to 60% of the costs associated with SWM Maintenance and Repairs and shall also include an amount equal to 60% of the projected future final clean out costs and interim clean out costs, if required, of the SWM Infrastructure which costs shall be calculated by the Municipality based on the land area of each phase of the development and such SWM Securities shall be cumulative as each Phase develops including all phases of development to date for clarification being Phases 1, 2 and 3 and shall be held until the final build out of both the Kilworth Heights West Ltd. subdivision County File No. 39T-MC1301. And South Winds Development Co. Inc. subdivision County File No. 39T-MC0902. The Municipality may, in its sole and absolute discretion, at the completion of the final phase of KHW subdivision provide a fixed amount for the final SWM clean out to KHW at which time KHW may provide the funds for the fixed amount to the Municipality and the Municipality will release the KHW SWM Securities. Alternatively, KHW may in its sole and absolute discretion advise that it will not provide the estimated fixed amount for the final SWM clean costs the Municipality shall retain the KHW SWM Securities until the actual costs have been incurred by the Municipality. The KHW SWM Securities shall also be used by the Municipality in the event of any reasonable Maintenance and Repairs (as defined below) that may be required by the Municipality from time to time following the SWM Assumption Date up to the final build out of the Kilworth Heights West Ltd. subdivision County file No. 39T-MC1201; and,
- 1.18 The “**SWM Maintenance and Repairs**” shall mean any and all reasonable repairs of the SWM Infrastructure or any portion thereof that have been approved by the Municipal Engineer and do not arise from any negligence or misconduct in either

the design, construction, installation, operation, maintenance, or repair of the SWM Infrastructure to function in accordance with the plans, drawings and specifications as approved by the Municipality and reflected in ECA 8778-AFQLCR and shall be allocated before the SWM Assumption Date in accordance with the Cost Sharing Agreement and following the SWM Assumption Date as set out in section 1.13 defining the Subdivider's obligations to provide KHW Future SWM Securities. For further clarity, in the event any SWM Maintenance and Repairs are required prior to the SWM Assumption Date, such additional Maintenance or Repairs, and the costs thereof, will be disclosed to the Subdivider in accordance with the provisions of the Cost Sharing Agreement.

PHOTO REDUCED SCHEDULE ATTACHMENTS

2. This Agreement describes in detail a number of plans and drawings that form part of this Agreement. Photographic reductions of copies of the plans and drawings are reproduced in the Schedules to this Agreement to facilitate registration of this Agreement on title to the Phase 3 Land. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar requires the removal of some or all of such photographic reductions of plans and drawings in order for this Agreement to be registered, the parties hereto agree that any such photographic reduced copies required to be removed by the Land Registrar may be removed from the registered copy of this Agreement.

FUTURE PHASE INFORMATION ON SERVICING PLANS

3. The Parties acknowledge that a number of the Servicing Plans may show lot fabric, landscaping and servicing infrastructure details for future Phases (hereinafter referred to as "**Future Phases**") beyond the Phase 3 Land, and, in that connection,
 - 3.1 The Parties acknowledge that the lot fabric, landscaping and infrastructure shown on the Servicing Plans for any Future Phases represents a proposal by the Subdivider;
 - 3.2 The Parties acknowledge that no wastewater conveyance or treatment capacity exists to accommodate any such Future Phases and that the Municipality has no plan or the financial resources at this time to provide any such capacity;
 - 3.3 The Parties acknowledge and agree that no part of the landscaping or servicing infrastructure for Future Phases shown on the Servicing Plans is to be constructed or installed as part of the Phase 3 Works save and except for any part of the services located under Daventry Way provided to service the lots contained in Phase 4 (collectively the definition of the Phase 3 Works includes the services under Daventry Way servicing the lots in Phase 4);

- 3.3.1 Any part of the Phase 3 Works located on municipal road allowances owned by the Municipality or the County and assumed as part of the Municipality's road system or as part of the County road system;
- 3.4 The Parties acknowledge that, with respect to any Future Phases, the Municipality is, as a municipality, and its officers and municipal council ("**Council**") are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, Zoning By-law amendments, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development (herein collectively referred to as "**Development Approvals**");
- 3.5 The Parties acknowledge and agree that no part of the landscaping or servicing infrastructure details for Future Phases that may be shown on the Servicing Plans have been reviewed by the Municipality, nor have they received any necessary Development Approvals;
- 3.6 The Parties understand and agree that the Municipality and its officers and Council will deal with Development Approvals for Future Phases in the same manner as would be the case with respect to any other land development proposal; and
- 3.7 The Parties understand and agree that the execution of this Agreement by the Municipality is not a pre-judgement, nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the provisions of the *Planning Act* or under the *Building Code Act, 1992*, nor does it imply or include a commitment by the Municipality to provide wastewater conveyance or treatment capacity for any Future Phases.

SUBDIVIDER'S TITLE

4. The Subdivider represents and warrants to the Municipality that, at the date of this Agreement and at the date of the registration of this Agreement upon title to the Phase 3 Land, the Subdivider will be the owner in fee simple of the Phase 3 Land free of all liens and encumbrances, save and except for those items described on Schedule "C" attached hereto.

REGISTRATION OF AGREEMENT

5. The Subdivider consents to and will register this Agreement against the title to the Phase 3 Land in the Land Office immediately prior to the registration of the Phase 3 Plan to the intent and purpose that this Agreement and all of the Subdivider's covenants herein shall run with the Phase 3 Land.

OTHERS WITH TITLE INTERESTS

6. The Subdivider represents and warrants to the Municipality that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Phase 3 Land, all persons having any interest in the Phase 3 Land as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in Schedule "C" attached to this Agreement.

Schedule "C" attached to this Agreement is divided into two Parts. Part 1 of Schedule "C" lists those existing registered interests in the Phase 3 Land for which the Municipality shall not require postponements in interest to this Agreement, such as existing municipal agreements. Part 2 of Schedule "C" lists those existing registered interests in the Phase 3 Land which shall be removed from title to the Phase 3 Land or for which the Municipality shall require registration of postponements in interest to this Agreement.

POSTPONEMENT BY ENCUMBRANCERS

7. The Subdivider represents and warrants to the Municipality that at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Phase 3 Land, that all persons having any interest in the Phase 3 Land as owner, mortgagee, tenant, easement holder or other encumbrancer described in Part 2 of Schedule "C" attached to this Agreement have executed authorizations postponing their respective interests in the Phase 3 Land and that the Subdivider's Solicitor is authorized to register such Notice(s) of Postponement on title to the Phase 3 Land immediately following registration of this Agreement on title to the Phase 3 Land.

REGISTRATION OF PLAN

8. As soon as practicable after the Municipality's recommendation that the County approve the Phase 3 Plan for registration, but no later than thirty (30) days after the final approval of the Phase 3 Plan by the County, the Subdivider shall cause the Phase 3 Plan to be registered in the Land Office.

CONVEYANCES

9. The conveyance of real property to the Municipality as provided in section 45 (dedications) , and of easements as provided in section 47 (easements) of this Agreement shall be made to the Municipality forthwith after registration of this Agreement, free and clear of all liens and encumbrances.

LEGAL OPINIONS REQUIRED

10. Not later than thirty (30) days after the final approval of the Phase 3 Plan by the County, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario, substantially in the form of Schedule "D" attached hereto that confirms:

- 10.1 At the date of signing of this Agreement and at the date of the registration of this Agreement upon title to the Phase 3 Land, the Subdivider is the owner in fee simple of the Phase 3 Land free and clear of all liens and encumbrances, save and except for any interest in the Phase 3 Land of an owner, mortgagee, tenant, easement holder or other encumbrancer as described in Part 1 or 2 of Schedule "C" attached to this Agreement;
- 10.2 This Agreement has been registered against the Phase 3 Land in a first priority position, save and except for any interest in the Phase 3 Land described in Part 1 of Schedule "C" attached to this Agreement, and that Notice of Postponement of Interest for each of those interests described in Part 2 of Schedule "C" have been registered postponing such interest to provide priority in favour of the Municipality for this Agreement;
- 10.3 The Phase 3 Plan is registered in the Land Office;
- 10.4 The conveyance of real property to the Municipality as provided in section 45 (dedications), and of easements as provided in paragraph 47 (municipal service easements) of this Agreement has been made to the Municipality in satisfaction of the provisions of this Agreement, free and clear of all liens and encumbrances and with such postponements of interest as are necessary to provide a free and clear interest.

The said opinion(s) shall be addressed to the Municipality, in a form acceptable to the Municipality, in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

CONVEYANCES TO COUNTY

11. *Intentionally deleted.*

LEGAL OPINION REQUIRED FOR COUNTY

12. *Intentionally deleted.*

RESTRICTED LOTS

13. The Parties agree that the Subdivider is not permitted to deal with Phase 3B Lots described as Lots 1A to 17A, as shown on the Phase 3 Plan (collectively referred to as the "**Restricted Lots**" and individually a "**Restricted Lot**") until after the happening of,
- 13.1 For Lots 1A to 17A confirmation from the Municipality of the completion of the construction of Everson Drive to the satisfaction of the Municipality;
- 13.2 For the purposes of clarification no Interim Certificate of Provisional Acceptance shall be issued by the Municipality until the requirements set out in this section

13 as it applies to Lots 1A to 17A have been fulfilled to the satisfaction of the Municipality.

SUBDIVIDER'S ENGINEERS

14. To design the Phase 3 Works in accordance with the current guidelines and standards prescribed by the Municipality;
 - 14.1 To prepare a tender for the construction of the Phase 3 Works;
 - 14.2 To assist the Subdivider to obtain all necessary approvals in connection therewith;
 - 14.3 To provide full-time on-site inspection of all construction of the Phase 3 Works;
 - 14.4 To prepare and maintain records in connection with the construction of the Phase 3 Works; and
 - 14.5 To prepare and furnish "Record" drawings of the Phase 3 Works as defined by the Professional Engineers of Ontario.

Such Engineers (hereinafter referred to as the "**Subdivider's Engineers**") shall provide to the Municipality evidence of Professional Liability Insurance in the amount of \$5,000,000.⁰⁰ endorsed for the Phase 3 Works to the satisfaction of the Municipality. Such Engineers engaged by the Subdivider shall also file with the Municipality an undertaking, in substantially the form attached to this Agreement as Schedule "I", with respect to the work being done under their full-time on-site inspection and contract administration, which undertaking shall include a requirement that such Engineers advise the Municipal Engineer forthwith if such Engineers' instructions become different than as reflected in the undertaking.

SUBMISSION FOR APPROVAL

15. The Subdivider shall, as soon as practicable, submit for the approval of the Municipal Engineer, detailed engineering plans for, specifications for, contracts in respect of and an estimate of the scheduling and of the cost of the Phase 3 Works, with the Subdivider's Engineers' professional stamp affixed thereto; such plans, specifications, contracts, scheduling and cost estimates shall be based on the Servicing Plans.

GRADING PLAN

16. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a grading plan (hereinafter referred to as the "**Grading Plan**") showing the following information:
 - 16.1 The existing and final elevations of the Phase 3 Land, which elevations shall be determined by reference to a geodetic bench mark; and

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

16.2 The final grades of all roads on and in the vicinity of the Phase 3 Plan;
The Grading Plan shall be based on the Servicing Plans referred to in section 3 of

Schedule "F" attached to this Agreement.

CONSTRUCTION WORK PLAN AND FILL MANAGEMENT PLAN

17. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a construction work plan (hereinafter referred to as the "**Construction Work Plan**") with the following:
- 17.1 A map showing the haul road or road for construction traffic required by section 36 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
- 17.2 A map showing the location of the subdivision sign required by section 28;
- 17.3 Confirmation of municipal protocols for the scheduling of inspections for the Phase 3 Works per the following:
- 17.3.1 All municipal inspections are to be scheduled with a minimum of 10 business days' notice in advance of the date of inspection. The Municipality in its sole and absolute discretion upon request by KHW schedule inspections in less than the 10 business days, This discretion shall in no way fetter the Municipality's ability to conduct an inspection at any time on its own initiative;
- 17.3.2 Municipal inspections relating to final acceptance and assumption of the Phase 3 Works as contemplated by sections 62 and 63 below will not be scheduled during the period extending from November 15th to April 15th, provided, weather permitting, exceptions may be made at the sole and absolute discretion of the Municipality, all parties acting reasonably.
- 17.4 A surface features plan certified by the Subdivider's Engineers illustrating the location of the following at a scale no larger than 1:750:
- Sidewalks;
 - Fire hydrants;
 - Street and traffic signage;
 - Street pavement markings;
 - Driveways at cul-de-sacs and on 90 degree road bends;
 - Street-lighting;

- Community mail boxes;
- Communication boxes or pedestals.

- 17.5 A public land maintenance schedule;
- 17.6 A sediment and erosion control plan;
- 17.7 A street cleaning schedule;
- 17.8 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Phase 3 Works; and
- 17.9 The form of notice to be given to affected land owners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in section 17.8 above.
- 17.10 Submission of a Soil Management Plan, Fill Management Plan, and environmental soil testing plan all prepared by a Qualified Person, in accordance with the “Management of Excess Soil – A Guide for Best Management Practices, if required for the Phase 3 Works.

Once the Construction Work Plan has been approved by the Municipal Engineer, the Subdivider will participate in a pre-construction meeting with the Subdivider’s Engineers and the Municipal Engineer. The Construction Work Plan may be adjusted from time to time by the Subdivider with the approval of the Municipal Engineer or by the Municipal Engineer in response to circumstances and conditions which may arise or be disclosed as the construction and installation of the Phase 3 Works progresses.

APPROVAL BY MUNICIPAL ENGINEER

18. Such plans, specifications, contracts, scheduling and cost estimates and the Grading Plan and the Construction Work Plan shall be considered, amended if necessary, with the concurrence of the Subdivider and the Subdivider’s Engineers, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Subdivider of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates or in the Grading Plan or the Construction Work Plan.

ADDITIONAL APPROVAL BY MECP AND CONSERVATION AUTHORITY

19. In addition to the approval of the Municipal Engineer as required by section 18, all such plans, scheduling, specifications, including and particularly those detailing the handling of wastewater and stormwater from the Phase 3 Land, erosion and sediment control during construction, and the Grading Plan shall be considered, amended if necessary and

approved as amended by the Ministry of the Environment Parks and Conservation (the “MECP”) when required; and

20. In addition to the approval of the Municipal Engineer as required by section 18, all lot grading plans, drainage plans, storm water management plans, sediment and erosion control measures to be used during construction, as well as all Phase 3 Works located in regulated areas shall be considered, amended if necessary with the concurrence of the Subdivider and of the Subdivider’s Engineers, and thereafter accepted by the Conservation Authority as amended.

ARCHAEOLOGIST AND MINISTRY OF TOURISM, CULTURE AND SPORT LETTERS

21. Both parties hereby acknowledge and agree that the requirements referenced in this section of the Agreement shall be satisfied by a four stage Archaeological Study to be completed by a Licensed Archaeologist, and pursuant to the terms and conditions of this Agreement as well as the Draft Plan Conditions provided by the County. The Subdivider has provided prior to the final approval of the Phase 3 Subdivision Agreement to the County and to the Municipality a letter from a Licensed Archaeologist reporting that Stages 1, 2 and 3 (of 4) of the aforementioned study are complete and that, at the present time, there are no concerns for impact to archaeological sites within the land covered by the Plan because the sites have been fully mitigated by excavation. Prior to the registration of the Phase 3 Subdivision Agreement, the Subdivider shall provide to the County and to the Municipality a letter from a Licensed Archaeologist reporting that all four stages of the aforementioned study are complete and that, at the present time, there are no concerns for impact to archaeological sites within the land covered by the Plan and advising that the Licensed Archaeologist is in agreement with the manner in which any known archaeological sites are to be mitigated. The final submission to the County and to the Municipality is to be accompanied by a letter from Ministry of Tourism, Culture and Sport indicating that the Licensed Archaeologist has satisfied the terms and conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports.

STORMWATER MANAGEMENT, SEDIMENT AND EROSION CONTROL AND GRADING PLANS

22. The Subdivider shall submit a detailed stormwater management plan, a sediment and erosion control plan and the Grading Plan to be reviewed by and approved by the Municipal Engineer, and the Conservation Authority. The stormwater management plan shall be designed, constructed, operated and monitored in accordance with the Municipality’s Stormwater Management Policy Manual, as amended from time to time, and shall be integrated with the stormwater management plan approved under this Agreement and shall be based upon the following documents:

- 22.1 Final Stormwater Management Plan prepared by Eng Plus Ltd. for Kilworth Heights West Ltd. and dated July 17 , 2018 as amended; and

- 22.2 Confirmation from Eng Plus Ltd. in writing that any temporary stormwater management control measures servicing the Phase 3 Land in the area of Everson Drive are designed to the satisfaction of the Municipal Engineer and that the Subdivider has obtained all MECP approvals, if required; and

The final stormwater management plan shall incorporate necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction. The Subdivider shall implement the approved stormwater management plan, the approved sediment and erosion control plan and the approved Grading Plan and, to that end, shall engage a site supervisor to ensure that the recommendations of the approved stormwater management plan, of the approved sediment and erosion control plan and of the approved Grading Plan are implemented.

A work activity log shall be maintained to record the dates and descriptions of work activities and site inspections relating to sediment and erosion control measures and such log is to be made available to the Municipality at the request of the Municipal Engineer. Inspections shall occur on a regular basis during construction and after significant storm events until rehabilitation is complete. During all servicing and building construction on the Phase 3 Land, the Subdivider shall implement sediment and erosion control measures to the satisfaction of the Municipal Engineer and the Conservation Authority.

The Subdivider acknowledges and agrees that the servicing of the Phase 3 Lands relies upon the SWM Infrastructure and discharge to the regional stormwater management facility (the “**Stormwater Management Facilities**”) located on the abutting property to the south.

The Subdivider acknowledges and agrees that the SWM Maintenance and Repair costs relating to the SWM Infrastructure following the SWM Assumption Date shall be allocated in accordance with this Agreement until the completion of all construction activities associated with approved plans of subdivision for Kilworth Heights West Ltd. County File No. 39T-MC1301. Any SWM Maintenance and Repair costs relating to the SWM Infrastructure and Repair prior to the SWM Assumption Date shall be allocated in accordance with the provisions of the Cost Sharing Agreement.

The Subdivider acknowledges and agrees that the KHW Future SWM Securities shall be held by the Municipality until the final clean out of the SWM Infrastructure at some time following the SWM Assumption Date. Notwithstanding the above, the Municipality may, acting reasonably, provide a fixed amount to KHW of the total KHW Future SWM Costs at the time the last phase of the KHW subdivision has been completed at which time KHW may provide funds for the fixed amount and the Municipality will release the KHW Future SWM Securities.

GLENDON DRIVE WATERMAIN COST SHARING

23. The Subdivider acknowledges and agrees that the watermain located along Glendon Drive shall be shared between the Municipality and the Subdivider as follows:
- 23.1 The Glendon Drive watermain work shall be tendered in a manner consistent with a public tender process;
 - 23.2 The Subdivider shall be responsible for the tendering of the work and the chosen contractor is to be approved by the Municipality, acting reasonably;
 - 23.3 The Municipality agrees to pay 42% of the construction costs plus up to 15% for design, contract administration and other professional fees approved by the Municipality and associated with the Glendon Drive Watermain Work;
 - 23.4 The Municipality agrees to pay its proportionate share of any and all reasonable extras approved by the Municipal Engineer exceeding the tender amount; and
 - 23.5 The Subdivider shall submit a copy of the invoice(s) and payment certificate and a certification from the Subdivider's Engineer of the costs to the Municipality following which the Municipality shall pay all approved costs within a period of forty-five (45) days from the date of the invoice(s), payment certificate, and certification from the Subdivider's Engineer.

HOMEOWNER INFORMATION PACKAGE

24. The Subdivider shall provide a homeowner information package describing the environmental services provided for stormwater quality and flood control management on the Phase 3 Land and indicate the responsibilities of the homeowner to assist with maintenance. The homeowner information package shall be in substantially the form attached as Schedule "I" to this Agreement. and the Subdivider shall provide a copy of such information package to every person who makes an offer to purchase any lot as shown on the Phase 3 Plan before such person is bound by an agreement to purchase any such lot. Prior to the final approval of the Phase 3 Plan, the homeowner information package shall be prepared to the satisfaction of the Municipality and the Conservation Authority. The homeowner information package is to inform homeowners and tenants about the stormwater management practices that have been implemented in the Phase 3 Plan and the natural heritage features located west of the development and on the south side of County Road 14 (Glendon Drive). The Subdivider shall provide a copy of the homeowner information package to all home builders on any of the lots in the Phase 3 Plan and to include in the agreement with such home builder a requirement that the homeowner information package be provided to the first residential occupant of every dwelling in the Phase 3 Land. The homeowner information package shall include a municipally addressed and stamped Acknowledgement, for the homeowner to mail to the Municipality confirming receipt of such package.

ADDITIONAL HOMEOWNER FENCING INFORMATION

25. *Intentionally deleted.*

ENVIRONMENTAL PROTECTION MEASURES

26. The *Subdivider* shall implement any environmental protection measures recommended in the stormwater management plan and MECP required as contemplated by section 22 that are not capable of being addressed under the *Ontario Water Resources Act*.

STORMWATER MANAGEMENT ISSUES

27. The Subdivider shall implement the following requirements with respect to the approved stormwater management plan:

27.1 Municipal assumption of ownership of any facilities required for the detention and enhancement of stormwater quality for the purpose of ensuring perpetual maintenance and operation, except where those facilities are located on private property; and

27.2 The inclusion of any measures necessary to implement stormwater quality controls not subject to regulation pursuant to the *Ontario Water Resources Act*.

SIGN OF PLAN

28. The Subdivider shall erect at the time of commencement of the construction of the Phase 3 Works, and shall thereafter maintain until the time when seventy-five (75%) percent of the lots as shown on the Phase 3 Plan have had constructed thereon dwellings which are available for residential occupancy, a sign showing the Phase 3 Plan; and such sign shall:

28.1 Be at least 1.0 metres (3 feet) by 2.0 metres (6 feet) in size;

28.2 Be located at a place on the Phase 3 Land approved by the Municipal Engineer; and

28.3 Show the various lots and blocks on the Phase 3 Plan and the permitted uses thereof.

AUTHORIZATION TO PROCEED WITH CONSTRUCTION

29. Subject to section 30 below, no site alteration, construction or installation of the Phase 3 Works shall commence nor shall the Subdivider cause or permit any grading of the Phase 3 Land until:

29.1 After the written approval of the Municipal Engineer, and the approval of the MECP and of the Conservation Authority have been given with respect to all of the Phase 3 Works as contemplated by sections 18 to 20;

- 29.2 The Conservation Authority has issued a permit under the Conservation Authorities Act, that are within the limit of the Conservation Authority's regulations or alternatively signed off on the Phase 3 Works if required;
- 29.3 A certificate of insurance as required in accordance with section 54 has been given to the Clerk;
- 29.4 The Letter of Credit as required in accordance with section 51 of this Agreement has been furnished to the Clerk;
- 29.5 All easements and conveyances in respect of all Phase 3 Works as contemplated by section 45 (dedications), and section 47 (easements) have been granted to the Municipality and the solicitor's opinion required by section 10 has been delivered to the Municipality;
- 29.6 The Construction Work Plan has been submitted, reviewed and accepted by the Municipality;
- 29.7 Written confirmation that the Subdivider and Subdivider's Engineer have reviewed the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence.
- 29.8 The Subdivider has paid all funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as described in section 86 and section 88 below;

but once all such matters have been attended to, the Municipal Engineer shall issue in writing an "**Authorization to Commence Work**" whereupon, the Subdivider shall first rough grade or cause the Phase 3 Land to be rough graded in accordance with the Grading Plan submitted and approved, as aforesaid, with such variations as the Municipal Engineer may permit on such terms and conditions as the Municipality may see fit to impose and then cause to be constructed and installed the Phase 3 Works on a continuous basis and as quickly as possible and shall complete the Phase 3 Works to the stage of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance, as contemplated by section 56, within a period of three (3) years of receipt of such Authorization to Commence Work. The Subdivider may at any time and from time to time seek an extension or extensions of such three (3) year period in respect of all or any part or parts of the Phase 3 Works and the Municipal Engineer may grant any such request on such terms and conditions as the Municipal Engineer may see fit to impose. Such a request for an extension shall be accompanied by a justification prepared by the Subdivider's Engineers supporting the request and describing not only the technical basis for the request but also the length of the extension proposed.

SITE ALTERATION AGREEMENT

30. Notwithstanding section 29 above, if the Subdivider has entered into a Site Alteration Agreement with the Municipality in accordance with Middlesex Centre By-law No. 2016-087, as amended or replaced from time to time, then the Subdivider may, at its sole risk and expense, undertake such construction activity as may be authorized by such Site Alteration Agreement and thereafter the provisions of section 29 above shall apply *mutatis mutandis*.

Notwithstanding section 29 above, the Subdivider received commencement for the construction of pre-servicing works under the provisions of the Pre-Servicing Agreement entered into between the parties in August 2022

SUPERVISION OF CONSTRUCTION

31. The construction and installation of the Phase 3 Works shall, at all times, be carried out under the full-time on-site supervision of the Subdivider's Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement; provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall not relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider's obligation to construct, install and maintain the Phase 3 Works in a good workmanlike and complete manner and in accordance with this Agreement.

STANDARD OF WORK AND VARIATIONS

32. The Phase 3 Works shall be constructed and installed strictly in accordance with the approved plans and specifications, in accordance with good engineering practice and to the entire satisfaction of the Municipal Engineer, together with such variations from the approved plans and specifications as may be required by conditions which may be disclosed as the construction and installation of the Phase 3 Works progresses and the Subdivider shall construct and install the Phase 3 Works strictly in accordance with the plans and specifications as so varied by the Municipal Engineer.

GENERAL MAINTENANCE

33. Until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 63, the Subdivider shall maintain or cause to be maintained all of the Phase 3 Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Phase 3 Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Phase 3 Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of roads within the Phase 3 Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

HAZARDOUS MATERIAL

34. The Subdivider represents and warrants to the Municipality that a detailed soils investigation of the Phase 3 Land has been undertaken by a qualified geotechnical engineer and that no hazardous material has been identified on the Phase 3 Land; and the Subdivider agrees that, in the event that any hazardous material is encountered as the construction and installation of the Phase 3 Works progresses, the Subdivider shall forthwith notify the Municipal Engineer and the MECP in writing and shall remove any hazardous material at a time and in a manner to the satisfaction of the Municipal Engineer and the MECP.

MAINTENANCE OF DRAINS

35. During the installation and construction of the Phase 3 Works and until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 63, the Subdivider shall maintain in working operation and repair all drains in use on the Phase 3 Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Phase 3 Works, such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Phase 3 Works.

- 35.1 The Subdivider agrees to immediately notify the Municipal Engineer of any drains situated within the Phase 3 Lands that have not been previously identified on any plans or drawings submitted to the Municipality. Any additional drain connections not previously identified or contemplated by the parties will require the approval of the Municipality.

HAUL ROADS

36. Until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 63, the Subdivider shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Phase 3 Works or related building construction along Crestview Drive to Daventry Way with no access being permitted from Locky Street, Benner Drive or the south side of Daventry Way or alternatively, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Subdivider.

- 36.1 Failure to post the signage required by section 17.1 identifying the construction haul road and/or any temporary construction roads set out in this section 36 including but not limited to the signage prohibiting construction traffic on the specified roads in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Subdivider under section 84;

- 36.2 The Municipality may, in its sole and absolute discretion, implement measures to direct construction traffic to the appropriately designated haul roads, particularly as it relates to the use of existing road access for the purposes of construction activities, such measures if required, shall implemented by the Municipality, acting reasonably, at the sole cost and expense of the Developer with all costs incurred by the Municipality being charged to the Subdivider under section 86.

INSTALLATION OF UTILITIES

37. The Subdivider shall arrange to have Hydro One, Enbridge, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the locally authorized TV cable operator and such other persons as the Municipality may designate, design and install, at no cost to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed underground where possible and in such locations as the Municipal Engineer shall designate in accordance with standard servicing procedure. The Subdivider acknowledges and agrees that the Subdivider's obligations hereunder to construct, install, maintain and repair the Phase 3 Works includes the replacement or repair of any of the Phase 3 Works which are damaged or altered in connection with the installation of any such utilities or distribution systems. The Subdivider shall arrange to have the appropriate service providers, including Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, design and install, at no cost to the Municipality, all necessary underground communication/ telecommunication utility or service distribution systems, which systems are to be installed underground where possible and in such locations as the Municipal Engineer shall designate in accordance with standard servicing procedure. The Subdivider acknowledges and agrees that the Subdivider's obligations hereunder to construct, install, maintain and repair the Phase 3 Works includes the replacement or repair of any of the Phase 3 Works which are damaged or altered in connection with the installation of any such utilities or distribution systems.

UTILITIES EASEMENTS

38. The Subdivider shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Enbridge Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 38 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 56, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

UTILITIES CO-ORDINATION

39. The Subdivider shall co-operate with Hydro One, Enbridge Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Phase 3 Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Phase 3 Land. The Subdivider shall, at its sole expense, relocate and repair any existing services, whether such services are on the Phase 3 Land or on lands abutting the Phase 3 Land, where such relocation or repair is made necessary by reason of the Phase 3 Works (all such relocation and repair to be effected to the satisfaction of the Municipality), and, in this connection, the Subdivider shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has assumed the Phase 3 Works by by-law, as contemplated by section 63.

CANADA POST COMMUNITY MAILBOXES

40. The Subdivider shall arrange to have Canada Post provide, at no cost to the Municipality, centralized mailboxes on the Phase 3 Land in locations acceptable to the Ministry; and the Subdivider shall provide and grant by Transfer, for nominal consideration, to Canada Post such easements as may be reasonably necessary for such community mailboxes or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 40 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 56, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form attached hereto to this Agreement adapted for the purpose of this section 40. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same. The Subdivider shall provide notice to all prospective purchasers or lessors of lots within the Phase 3 Plan of the location of the mailboxes.

DEVELOPMENT CHARGES

41. The Subdivider shall pay to the Municipality development charges in connection with the subdivision of the Phase 3 Land in accordance with the Municipality's Development Charges By-law and any other pertinent agreements to the Phase 3 Land and in force from time to time as and when applications for building permits are made for the buildings and structures on the lots and blocks shown on the Phase 3 Plan.
42. The Subdivider shall ensure that all persons who first purchase lots or blocks as shown on the Phase 3 Plan are informed, at the time each lot or block is transferred, of all the development charges related to the development or such purchase.

DEDICATION AND STREET NAMES

43. The Subdivider agrees to dedicate to the Municipality the road allowances included in the Phase 3 Plan as public highways, and to name such road allowances such street names to the satisfaction of the Municipality, and the Subdivider agrees to accept the designation by the Clerk of municipal numbers for the lots on the Phase 3 Plan. The road allowances included in the Phase 3 Plan shall be dedicated to the Municipality at the time of the registration of the Phase 3 Plan free of all encumbrances and at no cost to the Municipality whatever.

PARKLAND DEDICATION

44. The Parties agree that the Subdivider is to make a park land dedication in connection with development of the Phase 3 Land and future development (herein referred to as “**Future Development**”) beyond the Phase 3 Land under draft plan of subdivision approval from the County under its File No. 39T-MC1301 and the following provisions shall apply:

- 44.1 The Parties acknowledge and agree that the aggregate of the area as shown on the whole Subdivision Plan (described on Schedule “A”) for parkland purposes is insufficient to satisfy the total required area to be conveyed to the Municipality for park purposes in connection with the whole of the Subdivision Lands representing a shortfall of 0.246 hectares (0.61 acres) in the aggregate. The Subdivider has as part of the Phase 1 Subdivision Agreement provided the Municipality with a cash in lieu payment to the Municipality to cover the aforementioned shortfall in dedicated area (the “**cash in lieu payment**”). The parties acknowledge and agree that the cash in lieu payment in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00) is being made through an investment by the Subdivider into parkland improvements and amenities as set out in the Phase 1 Subdivision Agreement and shall be completed on or before September 1, 2023 save and except for final tree placement which will be completed on or before September 30, 2024.

DEDICATIONS TO MUNICIPALITY

45. The Subdivider shall, at its expense, and immediately after the registration of the Phase 3 Plan, convey to the Municipality, at no expense to the Municipality, in fee simple, free and clear of all liens and encumbrances:

- 45.1 Blocks 138, 139, 244, 245, 246, 247, 248, 251 as shown on the Phase 3 Plan being a 0.3 metre reserve;

and the Subdivider hereby remises, releases and forever discharges the Municipality from any and all claims for compensation for or the return of such real property for any reason.

TEMPORARY EASEMENTS – TURNING CIRCLE AND WATERMAINS

46. *Intentionally deleted.*

MUNICIPAL SERVICING EASEMENTS

47. The Subdivider shall, at no cost to the Municipality provide to the Municipality, free of all encumbrances, all easements to the appropriate agency as may be necessary in connection with the construction, installation and/or maintenance of the Phase 3 Works, including all easements necessary for utility, servicing or drainage purposes, such easement or easements subject to the approval of the Municipal Engineer as to location and width; and construction and installation of any Phase 3 Works on or in connection with such easement or easements shall not commence until the easement or easements have been acquired by the Municipality.

MIDDLESEX CENTRE'S WATER DISTRIBUTION SYSTEM

48. The Subdivider and the Subdivider's Engineer shall review the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence (the "**Municipality's Drinking Water Works**") as available on the Municipality's website to ensure that they are aware of, and comply with, all of the requirements of the Municipality's Drinking Water Works for the Municipality's Water Distribution System. All watermains and appurtenances thereto constructed as part of the Phase 3 Works will form part of the Municipality's Water Distribution System as defined by the *Safe Drinking Water Act, 2002*, S.O. 2002, c.32 as may be amended or replaced from time to time. The Subdivider shall confirm in writing no more than three (3) weeks following the execution of this Agreement and prior to commencing any construction activities confirmation that the Subdivider and Subdivider's Engineer has reviewed the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence.

DEDICATIONS TO THE COUNTY

49. *Intentionally deleted.*

MUNICIPAL DRAINAGE

50. The Subdivider shall pay to the Municipality all costs assessed by the Municipality as a result of any abandonment, relocation, alteration to a Municipal Drain as designated under the provisions of the *Drainage Act* as a result of the Phase 3 Works including but not limited to the following:
- 50.1 apportionment of the assessments previously assessed against the Phase 3 Land in accordance with Section 65 of the *Drainage Act*; and
 - 50.2 improvement of any municipal drain under Section 4 or under Section 78 of the *Drainage Act* for the purposes of providing property sufficient outlet for storm water to be disposed from the Phase 3 Land as contemplated by the Phase 3 Works.

LETTER OF CREDIT

51. Forthwith upon the Municipal Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the General Grading Plan, and before the Municipal Engineer issues the Authorization to Commence Work contemplated in section 29 of this Agreement, the Subdivider shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "K" hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Phase 3 Works as approved and may include the KHW Future SWM Securities, as aforesaid, which Letter of Credit and all other security including the KHW Future SWM Securities shall be for the purpose of securing the faithful performance of all of the obligations of the Subdivider under this Agreement. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Phase 3 Works or TWENTY-FIVE THOUSAND, (\$50,000.⁰⁰) DOLLARS, whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the Municipal Solicitor; and all such security shall be for the purpose of securing performance of all the obligations of the Subdivider under this Agreement.

SECURITY FOR ALL SUBDIVIDER'S OBLIGATIONS

52. The security provided by the Subdivider as required by section 51 shall be for the purpose of securing performance of all of the obligations of the Subdivider under this Agreement including, without limiting the generality of the forgoing, payment of money payable by the Subdivider to the Municipality in accordance with section 86 and section 88 of this Agreement.

PARTIAL RELEASE OF SECURITY

53. So long as the Subdivider is not in default under this Agreement, the amount of the security provided by the Subdivider may be reduced from time to time to an amount which, in the opinion of the Municipal Engineer, is adequate to secure the faithful performance of the remaining obligations of the Subdivider hereunder; provided that no reduction in such security shall be made until there is first filed with the Municipal Engineer:
- 53.1 An Interim Certificate of Provisional Acceptance, following the form set out in Schedule "L", issued by the Subdivider's Engineers as to the part of the Phase 3 Works that have been installed, constructed and completed to the date of the interim certificate and as to the value of the part of the Phase 3 Works completed, and
- 53.2 an estimate by the Subdivider's Engineers of the cost which, in the Subdivider's Engineers' opinion, is required to complete the uncompleted part of the Phase 3 Works, including the Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement.

After such certificate and estimate has been reviewed by the Municipal Engineer, the Municipality may release such part of the security held under this Agreement as is no longer required retaining such security as is, in the opinion of the Municipal Engineer, needed to secure completion of the uncompleted part of the Phase 3 Works, including the Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement; and the Parties agree that, when deciding upon the amount of security to be retained to secure completion of the uncompleted part of the Phase 3 Works, including the Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement, the Municipal Engineer shall take into account his estimate of the cost of enforcing compliance with this Agreement and of realizing upon the security provided for this Agreement, including legal and engineering costs and the cost of the Municipality's procurement policies and practise and that at least one security lot shall be retained and the amount of the Letter of Credit shall not be reduced to less than Ten (10%) Percent of the value of the Phase 3 Works or FIFTY THOUSAND (\$50,000.00) DOLLARS, whichever is greater, until the Municipality has finally accepted the Phase 3 Works by by-law, as contemplated by section 63, of this Agreement. Notwithstanding anything contained in this Agreement, no reduction of security shall relieve the Subdivider of any of the obligations of the Subdivider hereunder.

Note that the KHW Future SWM Securities shall not be subject to the provisions of this section 53 and shall only be released in accordance with section 22 of this Agreement.

INSURANCE

54. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 63, including the Warranty Period, the Subdivider shall maintain in force and effect insurance which satisfies the following:
- 54.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Phase 3 Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Subdivider in support of the approval of such plans, specifications and contract;
 - 54.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
 - 54.3 such insurance shall have limits of liability of at least Five Million (\$5,000,000.00) Dollars per incident, or such greater amount as may be specified by the Municipality from time to time;

- 54.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Subdivider as if the Municipality was separately insured;
- 54.5 such insurance shall provide coverage which shall continue until the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 63;
- 54.6 such insurance shall contain a clause that the insurer will not lapse, cancel or change or refuse to renew the insurance without first giving the Municipality sixty (60) days' prior written notice;
- 54.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
- 54.8 such insurance shall otherwise be in a form satisfactory that is, from time to time, acceptable to the Municipality.

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Subdivider shall provide the Municipality with evidence of the insurance to be provided as required by this section 54 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the subdivision agreement dated August _____ 2023 between the Municipality of Middlesex Centre and Kilworth Heights West Ltd.

The Subdivider shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Subdivider shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section 54.

INDEMNITY

- 55. Until the Municipality shall have finally accepted the Phase 3 Works by a by-law, as contemplated by section 63, the Subdivider shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Phase 3 Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Subdivider in support of the approval of such plans, specifications and contracts; and the insurance coverage policy required by section 54 shall not be construed as relieving the Subdivider from responsibility for

indemnity of the Municipality and its agents, employees, contractors and subcontractors for liability not covered by such insurance or in excess of the policy limits of such insurance.

INTERIM COMPLETION CERTIFICATE

56. Upon the satisfactory completion of:

- 56.1 the underground services to be constructed and installed as part of the Phase 3 Works;
- 56.2 all street signs and regulatory signage have been provided to the satisfaction of the Municipal Engineer;
- 56.3 subject to section 57, all utilities required by section 37;
- 56.4 subject to section 57, all street lights such that they are fully operational;
- 56.5 the 1.5 metre high fencing required by this Agreement and set out in Schedule "F" to this Agreement;
- 56.6 a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase 3 Works;
- 56.7 confirmation that all MECP approvals have been obtained including but not limited to an Environmental Compliance Approval for any and all of the Phase 3 Works;

the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate and may apply for a partial release of security in accordance with section 53.

The Interim Completion Certificate prepared by the Subdivider and submitted to the Municipal Engineer shall include:

- 56.8 a certification in substantially the form set out in Schedule "L";
- 56.9 a solicitor's opinion as to utilities' easements as required by section 38;
- 56.10 a solicitor's opinion with respect to Canada Post community mail box as required by section 40;
- 56.11 a video camera inspection of all storm and sanitary sewers accompanied by a written report from the inspection company;
- 56.12 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;

- 56.13 a report identifying any deficiencies in the Phase 3 Works and how such deficiencies are to be addressed in a timeframe that is satisfactory to the Municipal Engineer; and
- 56.14 an updated Surface Features Plan certified by the Subdivider's Engineers, showing the location of:

So long as the Subdivider is not in default under this Agreement, once the Municipal Engineer has satisfactorily confirmed completion of those things enumerated in sections 56.1 to 56.7 above inclusive, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance with respect to the Phase 3 Works which shall apply to the Phase 3 Land save and except for those lots identified as Restricted Lots as set out in section 13.

For the purposes of clarification **no** Interim Certificate of Provisional Acceptance shall be issued for the Restricted Lots identified in section 13 being the Phase 3B Lots 1A to 17A until such time as the obligations and requirements of section 13 have been met to the satisfaction of the Municipal Engineer and the requirements set out in sections 56.1 to 56.7 above inclusive, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall be in a position to issue an Interim Certificate of Provisional Acceptance with respect to the Phase 3 Works which shall apply to the Restricted Lots as set out in section 13.

ARRANGEMENTS FOR UTILITY INSTALLATION

57. Notwithstanding the requirement of section 56 that the utilities referred to in section 37 are to be completed and that street lights are to be fully operational before the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Subdivider may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section 38. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units in the case of utilities and within six (6) months of the Interim Completion Certificate in the case of street lighting, the Municipal Engineer may, in the Municipal Engineer's sole and absolute discretion, issue an Interim Certificate of Provisional Acceptance.

WINTER ROAD MAINTENANCE

58. The Subdivider shall be responsible for all winter road maintenance. After the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer, the Municipality may but is under no obligation to, at the Subdivider's expense, undertake winter maintenance of roads within the Phase 3 Land, but the doing of such work by the Municipality shall not amount to a waiver of any of its rights including but not limited to

its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Municipality be deemed to have accepted or assumed such roads. Until the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 63, the Subdivider shall remain responsible for rectification of any damage to the Phase 3 Works which may occur in the course of winter maintenance operations whether by the Municipality or by others.

COMPLETION CERTIFICATE

59. Upon the completion of all of the Phase 3 Works and of all utilities to be constructed and installed as required by section 37, the Subdivider may submit to the Municipal Engineer a Certificate of Completion and may apply for a partial release of security in accordance with section 53.

The Completion Certificate shall include:

- 59.1 a Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "M", certifying that the Phase 3 Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 59.2 a certificate issued by the Subdivider's Engineers to the following effect:
- 59.2.1 dwellings have been completed on at least 90% of the lots as shown on the Phase 3 Plan;
- 59.2.2 the stormwater management facilities and features required as part of the Phase 3 Works have been in full service for at least one (1) year and that such facilities have during that one (1) year period operated in accordance with the current guidelines and standards prescribed by the Municipality and otherwise in accordance with the design objectives set out in the documentation referred to in section 22 of this Agreement;

and such certificate shall be accompanied by the Subdivider's Engineers' report of monitoring of the stormwater management facilities and the monitoring results which demonstrate that such design objectives have been met;

- 59.3 a video camera inspection of all storm and sanitary sewers completed within a period of no more than sixty (60) days following the issuance of the completion certificate accompanied by a written report from the inspection company and a certificate issued by the Subdivider's Engineers that the storm and sanitary sewers have been flushed and cleaned within a period of no more than sixty (60) days following the issuance of completion certificate;

- 59.4 a certificate issued by the Subdivider's Engineers that all water valves, curb stops and hydrants have been inspected for operation;
- 59.5 a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase 3 Works have been paid and that there are no outstanding claims relating thereto;
- 59.6 a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase 3 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 59.7 a Final Lot Grading Certificate issued by the Subdivider's Engineers for each lot and block on the Phase 3 Plan certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan; provided that, in the case of lots and blocks on the Phase 3 Plan for which grading certificates have been issued in accordance with section 76.9, such grading certificates will be sufficient to satisfy the requirements of this section 59.7 with respect to the lots and blocks to which they apply;
- 59.8 drawings showing the Phase 3 Works "as built" in a digital Auto CAD file, in DWG or DXF format and the form of GIS SHP files including any and all .SHP files and any files related to the .SHP with layering and line work in accordance with municipal CAD standards;
- 59.9 two (2) sets of full sized drawings and a PDF copy showing the Phase 3 Works "Record Drawings";
- 59.10 a computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in pdf format and in the following format:

An AutoCAD file in DWG or DXF format. The file should only contain linework of the boundary, streets, lots and blocks as well as lot numbers and street names. No other information should be contained in the file. The linework must consist of closed polygons for each lot or block on the Phase 3 Plan. The file must be delivered in digital format in a manner acceptable to the Municipal Engineer.

The files delivered to the Municipality shall be in metric units and relate to the UTM grid, Zone 17, 1976 adjustment, and contain only UTM

coordinates such that the file can be directly overlaid on the mapping with no scaling or further adjustment. The development must be related to UTM control in a manner which conforms substantially with the “Guidelines For Relating Cadastral Surveys To Control Survey Networks” published by the Association of Land Surveyors. To this end, the Subdivider shall cause to be supplied the surveyors’ field notes and raw data showing the times to control.

59.11 an asset inventory in accordance with the attached Schedule “N”.

So long as the Subdivider is not in default under this Agreement and once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of all of the Phase 3 Works and of all utilities to be constructed and installed as required by section 37, the Municipal Engineer shall issue a Certificate of Provisional Acceptance with respect to the Phase 3 Works whereupon the Warranty Period, as hereinafter defined, shall commence.

WARRANTY PERIOD

60. The Subdivider shall maintain and repair the Phase 3 Works for a period of at least one (1) year commencing on the date of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance and continuing until the Municipality shall have finally accepted the Phase 3 Works, by by-law, as provided in section 63 (hereinafter and hereinbefore referred to as the “**Warranty Period**”); and the Subdivider shall repair any defects in the Phase 3 Works which shall become apparent within the Warranty Period.

USE BY MUNICIPALITY

61. The Subdivider agrees that:

61.1 The Municipality or any other authorized person may use the Phase 3 Works for the purpose for which they are designed, notwithstanding that such Phase 3 Works may not have been provisionally or finally accepted by the Municipality;

61.2 Such use shall not be deemed an acceptance of the Phase 3 Works by the Municipality; and

61.3 Such use shall not in any way relieve the Subdivider of the obligation to construct, install, maintain and repair the Phase 3 Works so used.

FINAL ACCEPTANCE

62. Upon completion of the installation, construction, maintenance and repair of the Phase 3 Works, including all maintenance and repair required during the Warranty Period, the Subdivider shall:
- 62.1 Submit to the Municipality a Final Lot Grading Certificate issued by the Subdivider's Engineers at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan accompanied by all of the Final Grading Certificates issued on a lot-by-lot basis by the Subdivider's Engineers in connection with the Phase 3 Plan as contemplated by section 76.9 **Error! Reference source not found.**;
 - 62.2 Submit to the Municipality a Final Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "M", certifying that the Phase 3 Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
 - 62.3 Submit to the Municipality, if required for the Phase 3 Works the ECA Consolidated Linear Approval and/or updated application documents and/or update approvals for storm, sanitary, and stormwater management facilities which are to be assumed by the Municipality. The updated applications are to reflect the Municipality as being owner of the Phase 3 Works. (The Subdivider is to be responsible for all fees payable related to the issuance of the updated certificates);
 - 62.4 Submit a letter from the MECP acknowledging that the applications noted in section 62.3 are complete and have been received by the MECP and that the name change/transfer requested by the Subdivider has been confirmed and completed;
 - 62.5 Submit to the Municipality a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase 3 Works have been paid and that there are no outstanding claims relating thereto; and
 - 62.6 Submit to the Municipality a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase 3 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate.

ASSUMPTION OF PHASE 3 WORKS

63. Within thirty (30) days after the submission for the Final Completion Certificate, together with all else required as contemplated by section 62, the Municipal Engineer shall, either:

- 63.1 Confirm the Final Completion Certificate and issue a Certificate of Final Acceptance, or
- 63.2 Issue to the Subdivider a statement of deficiencies in the grading, whether or not the Subdivider is then the owner of the Phase 3 Land in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance, or repairs of the Phase 3 Works and,

so long as the Subdivider is not in default under this Agreement and after the Subdivider has rectified all of such deficiencies to the satisfaction of the Municipal Engineer, the Municipal Engineer shall issue a Certificate of Final Acceptance; whereupon the Municipality shall, within thirty (30) days enact a by-law assuming ownership of the Phase 3 Works thereby terminating the Warranty Period; and such security as is then retained by the Municipality shall be released to the Subdivider.

STAGING OF PHASE 3 WORKS

64. Notwithstanding the completion schedule set out in section 29, the Subdivider may construct and install the Phase 3 Works Phases 3A and 3B if and so long the Stages are approved in advance and are to the satisfaction of the Municipal Engineer subject to the following provisions:
- 64.1 The Municipal Engineer shall determine those portions of the Phase 3 Works that are to be undertaken to complete the servicing of each Stage.
- 64.2 For each Stage, there shall be the following:
- 64.2.1 Separate Authorizations to Commence Work as contemplated by section 29 of this Agreement; and
- 64.2.2 Separate certificates as contemplated by sections **Error! Reference source not found.** and 59 of this Agreement.
- 64.3 No Stage of the Phase 3 Works are to be assumed by the Municipality as contemplated by section 63 of this Agreement until all Stages are assumed; and the Warranty Period on all stages shall continue until all stages of the Phase 3 Works are assumed at once as a single unit as in accordance with section 63 of this Agreement. For clarification purposes that portion of Daventry Way situated within Phase 3 adjacent to Phase 4 shall not be assumed until the completion of Phase 4.

CONSTRUCTION LIEN

65. The Subdivider shall pay promptly those employed in the construction, installation, maintenance and repair of the Phase 3 Works, but shall hold back such sums as are required to be held back by the *Construction Lien Act* and the Subdivider shall indemnify

the Municipality against any losses, claims, actions or demands for Construction Liens or otherwise in connection with the Phase 3 Works; and, on demand by the Municipality, the Subdivider shall forthwith discharge any such lien or any certificate of action which may be registered against the Phase 3 Works or the Phase 3 Land.

RIGHT OF INSPECTION

66. The Municipal Engineer shall have the right at any time and from time to time to enter upon the Phase 3 Land and other land upon which any of the Phase 3 Works are or are to be constructed or installed and to make such tests and inspections as to the Municipal Engineer may seem desirable, and to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in the Municipal Engineer's opinion, is desirable to obtain in order to facilitate such inspection and supervision and, if the Municipal Engineer shall deem it necessary, to engage technical consultants to assist him in the performance of any inspection or supervision which technical consultants, if engaged, shall be paid by the Subdivider.

MUNICIPAL ENGINEER ORDERS

67. If the Municipal Engineer is not satisfied that such installation, construction, maintenance or repair is being done in accordance with the approved plans and specifications or in accordance with good engineering practice, the Municipal Engineer may stop the work for any length of time until he is so satisfied; and, if the Municipal Engineer deems that the work is not proceeding in a proper manner, he may stop the work and require that another contractor be placed on the job to complete such works and all costs incurred by the Municipality in so doing shall be paid by the Subdivider forthwith upon demand by the Municipality.

REMEDIES

68. In addition to any other remedy which the Municipality may have against the Subdivider for breach of or default under this Agreement, the Municipality, at its option, may adopt and pursue any one or more or all of the following remedies:
- 68.1 Enter and re-enter the Phase 3 Land and complete any part of all of the Phase 3 Works in respect of which there has been breach or default, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the Subdivider;
 - 68.2 Make any payment, which ought to have been made by the Subdivider and recover the amount thereof from the Subdivider;
 - 68.3 Do any other thing required of the Subdivider by this Agreement and recover the cost of so doing from the Subdivider;

provided that the Municipality shall give the Subdivider at least five (5) days' prior notice, except in cases of the Phase 3 Works not functioning or not functioning properly such

that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Phase 3 Land by the Municipality or the doing of anything by the Municipality as authorized by this section 68 shall be as agent for the Subdivider and shall not be deemed an acceptance of the Phase 3 Works by the Municipality and shall not in any way relieve the Subdivider of the obligations of this Agreement; and the Subdivider covenants and agrees that neither it nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 68 by the Municipality.

COURT ACTION

69. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, the Municipality may bring an action to restrain or to compel specific performance of all or any part of this Agreement and for damages.

BUILDING PERMIT REMEDY

70. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, the Municipality may refuse or revoke any building permit or permits that have been granted to the Subdivider or to any other person, provided such other person has not commenced construction, and may refuse to issue any further building permits until the Subdivider's breach or default has been rectified.

REALIZING SECURITY

71. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, after first giving five (5) days' notice to the Subdivider, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Subdivider ought to have paid or any money which is otherwise due to the Municipality from the Subdivider under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Subdivider upon final acceptance and assumption of the Phase 3 Works by by-law as contemplated by section 63; but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

CALL ON LETTER OF CREDIT

72. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 51 hereof will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing

account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Subdivider's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Subdivider.

REPLACEMENT OF LETTER OF CREDIT

73. Where any payment is demanded or made under the Letter of Credit, the Subdivider shall forthwith cause a new Letter of Credit to be issued to reinstate the amount secured by such Letter of Credit in the same amount as was available under the Letter of Credit prior to the demand or making of the payment thereunder.

LOT GRADES

74. The Subdivider shall, at all times, maintain or cause to be maintained the elevations and grades on all lots and blocks as shown on the Phase 3 Plan in accordance with the Grading Plan which has been approved in accordance with this Agreement; and as well, the Subdivider shall require any purchaser from it to covenant likewise in favour of the Subdivider and the Municipality in a form which is capable of registration on title and in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the lot or block.

ARCHITECTURAL DESIGN GUIDELINES

75. The Parties agree that the Architectural Design Guidelines (herein referred to as the "Architectural **Design Guidelines**" attached as Schedule "J" to this Agreement shall be implemented in the development of the Phase 3 Land, including but not limited to, siting and built form, architectural elements, garage protrusions and other design elements; and, in that connection, the following provisions apply:
- 75.1 The Subdivider shall, at its expense, retain and shall continue to retain until the Phase 3 Works have been assumed by a by-law of the Municipality, a Control Architect as contemplated by the Architectural Design Guidelines.
- 75.2 The role and function of the Control Architect is to review and approve all design elements of the Phase 3 Land to ensure compliance with the Architectural Design Guidelines in accordance with the Implementation Process set out in the Architectural Design Guidelines.
- 75.3 The Control Architect retained as contemplated by section 75.1 shall be first approved by the Municipality and thereafter the Municipality shall have the right to raise concerns with the Subdivider if the Municipality believes that the Control Architect is not adhering to the Architectural Design Guidelines and the Subdivider will provide to the Municipality a reasonable opportunity to address the Municipality's concerns with the Control Architect. In the event that the

Municipality's concerns are not settled to the Municipality's satisfaction, then the Municipality shall have the right to replace the Control Architect.

- 75.4 The Parties acknowledge that the Municipality is, as a municipality, and its officers and Council are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, zoning by-law amendments, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development and that nothing in this paragraph derogates from nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992*.
- 75.5 While it is specified in the Architectural Design Guidelines, the Subdivider *acknowledges* that all private attached garages for residential single detached dwellings on any lot shown on the Phase 3 Plan shall be located no closer to the front lot line (i.e. boundary between the lot and the road allowance upon which it front) than the habitable portion or porch of the main floor of the dwelling but exceptions may be permitted for lots 12.2 metres (40 feet) wide or more. Any such exceptions shall be limited and subject to the Architectural Design Guidelines.

DEVELOPMENT CONTROL FOR LOTS ON THE PHASE 3 PLAN

76. As a condition of the development or redevelopment of any lot, as shown on the Phase 3 Plan, the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 76.1 The owner of each lot shall provide and maintain a paved parking area on the lot and a paved driveway from the traveled portion of the street from which access to the lot is permitted to such parking area on the lot. The Subdivider shall ensure that the paving from the street line to the back of curb for each lot that has been issued a building permit is completed prior to assumption;
- 76.2 The owner of each lot shall connect the dwelling to the sanitary sewer P.D.C. located at the property line in accordance with the Municipality's specification for sewer installations;
- 76.3 No owner of a lot shall directly and/or indirectly connect his basement drainage system, including any weeping tile, to the municipal storm sewer system, and/or the municipal sanitary sewer system;
- 76.4 The owner of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the traveled portion of the street;

- 76.5 The owner of each lot shall affix their assigned municipal street number to the main dwelling on the lot, a minimum of 12.7 centimetres in height and clearly visible from the road, all in accordance with the Municipality's municipal addressing policies;
- 76.6 The owner of each lot shall submit to the Municipality for review and approval, a detailed site plan showing the location and dimensions of all buildings and structures to be erected upon the lot and a Lot Grading Plan identifying the proposed grading and appurtenant drainage works. Both plans shall be issued by an Ontario Land Surveyor or qualified Professional Engineer. The Lot Grading Plan shall be stamped by the Subdivider's Engineer certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this the Agreement"
- 76.7 The owner of each lot shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and the final footing elevations are in conformity with the site plan referred to in section 76.6;
- 76.8 Within thirty (30) days after completion of the development or re-development of the lot, the owner of the lot shall cause a Final Grading Certificate to be prepared by the Subdivider's Engineer that includes a certification that the lot grades and the location of all structures then on the lot are in conformity with the site plan referred to in section 76.6 and the lot grading plan referred to in section 76.6; the Subdivider's Engineer shall provide such Final Grading Certificate to the Municipality upon request and shall maintain all such Final Grading Certificates issued in connection with the Phase 3 Plan until the submission to the Municipality of the Final Completion Certificate contemplated by section **Error! Reference source not found.** at which time the of the Subdivider's Engineer shall also provide to the Municipality all Final Grading Certificates issued in connection with the Phase 3 Plan.
- 76.9 The owner of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the Phase 3 Land which may be located on the lot and shall at all times comply with the obligations and burdens of any easement required by section 39 of this Agreement as it affects the lot; and
- 76.10 The owner of each lot shall maintain in good repair any walls, fences or hedges located on the lot and any other suitable ground cover located on the lot to provide adequate landscaping of the lot and to provide protection to adjoining properties.

76.11 The Subdivider shall within a period of 180 days following occupancy of each lot provide to the Municipality:

76.11.1 the Final Grading Certificate referred to in section 76.8 above;

76.11.2 The as-built detailed site plan referred to in section 76.6 above;

76.11.3 The owner of any lot that abuts the easterly boundary of Lot 61 and adjacent to Block 234 of the Phase 1 Lands, as shown on the Phase 3 Plan, shall not install or construct "double fencing" being the installation or construction of any sort of fence immediately beside the 1.5 high metre fence, but such owner may instruct and install other type of fencing that may be permitted if such fence is otherwise permitted by the Middlesex Centre Fence By-law No. 2016-078 as amended or replaced from time to time.

Failure to complete the work required by this section 76 in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs and subject to the Letter of Credit provisions set out in section 41, Letter of Credit for which all such security shall be for the purpose of securing performance of all the obligations of the Subdivider under this Agreement including but not limited to those obligations set out under this section 76 .

MAINTENANCE OF LOTS

77. The facilities and works required by section 76 shall be provided and maintained by the owner of each lot from time to time at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of Section 446 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

BUILDING PERMITS

78. The Subdivider shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the Phase 3 Plan and no building permit for the development or redevelopment of any lot or block as shown on the Phase 3 Plan shall be issued until:

78.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 56; and

78.2 The individual lot grading plan and/or site plan referred to in section 76.6 and the individual lot grading plan referred to in section 76.7 have been approved by the Municipality.

PREMATURE APPLICATIONS FOR BUILDING PERMIT

79. *Intentionally deleted.*

MAINTENANCE OF ROADS

80. *Intentionally deleted.*

COST OF WORKS

81. The Subdivider, when selling any lots on the Phase 3 Plan shall include in the price thereof the costs of the Phase 3 Works in order that a purchaser shall not be required to pay any of the cost thereof over and above *the* purchase price paid to the Subdivider for the said lot save and except the payment of development charges or *Municipal Act, 2001* rates which may be required to be paid to the Municipality by third party purchasers from the Subdivider in accordance with and as contemplated in section 41 of this Agreement.

COVENANT OF PURCHASERS

82. The Subdivider shall not accept any offer to purchase any lot within the Phase 3 ad 4 Plan unless the Subdivider has given to such offeror, prior to the making of such offer, written advice about section 76 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Subdivider shall prior to transferring any part of the Phase 3 Land register notice of the section 76 requirements under this Agreement by way of registered restrictions on title to the Phase 3 Land which shall run with the Phase 3 Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Phase 3 Land.

NOTICE TO PURCHASERS REGARDING PUBLIC SCHOOLS

83. The Subdivider shall not accept any offer to purchase or lease any lot or block as shown on the Phase 3 Plan unless the Subdivider has given to such offeror, prior to the making of such offer, the following notice:

The construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education; therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.

NOTICE TO PURCHASERS OF COMMUNITY MAILBOX LOCATIONS

84. The Subdivider shall not accept any offer to purchase or lease any lot or block as shown on the Phase 3 Plan unless the Subdivider has given to such offeror, prior to the making of such offer, notice of the location of the centralized community mailboxes available for those in the Phase 3 Plan.

PROPERTY TAXES AND RELATED ASSESSMENTS

85. The Subdivider shall pay all taxes, including all water and sewer rates and assessments, levied on the Phase 3 Land in accordance with the assessment thereof until the Phase 3 Land has been assessed according to the Phase 3 Plan, after which, the Subdivider shall pay the taxes levied on any and all lots which the Subdivider continues to own and on any and all Security Lots of which the Municipality is the owner, whether municipal tax exempt or not. If there are any existing local improvements or other rates or charges in respect of the Phase 3 Land, including any that relate to the construction, maintenance and repair of municipal drains, the Subdivider shall commute and repay same within ten (10) days after the execution and delivery of this Agreement by the Municipality.

MUNICIPAL COSTS

86. The Subdivider agrees to pay to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work and services required by the Municipality in connection with this Agreement and the following provisions apply:
- 86.1 The Municipality shall be entitled to be reimbursed for its actual costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work or services required by the Municipality, including the negotiations leading to and the preparation of any agreements, including this Agreement, costs of dealing with questions, complaints and other communications as set out in section 87 below and costs arising out of the realization upon any security given thereunder;
- 86.2 The Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Phase 3 Land, including negotiation and preparation of subdivision agreements, including this Agreement, the completion of all work required by the subdivision agreement, including this Agreement, and the realization upon any security given thereunder;
- 86.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 86.2 shall be established by resolution of the Council from time to time and set out in the Municipality's Fees and Charges By-law; and
- 86.4 The Municipality may issue invoices to the Subdivider, from time to time, for its expenses and for the time of its staff, and the Subdivider shall pay the same forthwith.

COMPLAINT PROCEDURE

87. The Parties acknowledge that from the time when the Phase 3 Land is rough graded as contemplated by section 29 above, during construction and installation of the Phase 3

Works in accordance with this Agreement, during the Warranty Period and until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 63, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Phase 3 Works and about the maintenance of the Phase 3 Land, roads and pedestrian walks within the Phase 3 Land as required by section 33 above and about matters related to building construction on and development of the Phase 3 Land. The Parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Subdivider's Engineers for response and resolution. The Parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Subdivider as part of the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 86 above.

OUTSTANDING INVOICE PAYMENTS

88. Concurrently with the Subdivider's execution of this Agreement, the Subdivider shall pay to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement incurred or arising up to the time of the execution of this Agreement.

RIGHT TO CONTEST MUNICIPALITY'S COSTS

89. The Subdivider shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Subdivider is required to reimburse the Municipality pursuant to section 86 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Subdivider has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a court of competent jurisdiction and the Subdivider shall indemnify the Municipality, on a full indemnity basis for all costs or expenses incurred by the Municipality in connection with such determination.

CONFLICT OF REQUIREMENTS

90. In the event of a conflict between the requirements of the Municipality and those of any regulatory body, those of the regulatory body shall prevail unless the requirements of the Municipality are more demanding, in which case the Municipality's requirements shall prevail; and, in the event of any dispute as to which are more demanding, the Municipal Engineer's decision shall be final and binding as between the Subdivider and the Municipality.

EXPENSE OF OWNER

91. Every provision of this Agreement by which the Subdivider is obliged in any way shall be deemed to include the words “at the sole expense and cost of the Subdivider” unless the context explicitly requires otherwise.

INTEREST AND LIENS

92. In the event that there are monies due from the Subdivider to the Municipality which have not been paid within thirty (30) days of the date on which such monies are due, interest shall be payable on the amount due at the rate of one and one quarter (1¼%) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date on which such monies were due and the amount due together with interest thereon shall constitute a lien upon the Phase 3 Land.

ESTOPPEL

93. The Subdivider shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every covenant and condition herein contained and this Agreement shall be pleaded as an estoppel against the Subdivider in such proceeding.

BY-LAWS BINDING

94. Notwithstanding any provisions of this Agreement, the Subdivider and all persons taking title to the Phase 3 Land from it shall be subject to all of the by-laws of the Municipality.

TIME OF ESSENCE

95. Time shall be of the essence hereof in all respects but the Municipality may by notice to the Subdivider waive any default of the Subdivider on such terms and conditions as the Municipality may determine, provided that the right of the Municipality to require strict performance by the Subdivider of any and all obligations imposed by the Subdivider hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

GIVING OF NOTICE

96. Any notice, request, order, demand, certificate or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person or by email to whom it is to be given at the appropriate address set out below:

For the Subdivider:

Kilworth Heights West Ltd.,
Suite 200,

609 William Street,
London, Ontario N6B 3G1

For the Municipality:

Municipality of Middlesex Centre,
R.R. #2, 10227 Ilderton Road,
Ilderton, Ontario N0M 2A0

Attention: Clerk

Email: hutson@middlesexcentre.on.ca

or such other address as may be furnished by such person, and shall be deemed effective, four (4) business days after the date of mailing thereof unless postal employees at the point of mailing or at the point of delivery are on strike at any time during the four business days following the time of mailing, in which event it shall be effective when delivered to the addressee. For those communications received after 4 pm it shall be deemed to be received on the following business day.

ASSIGNMENT

97. The Subdivider shall not assign this Agreement without the prior written consent of the Municipality which consent is not to be unreasonably withheld by the Municipality provided that any such assignee executes an agreement assuming the obligations of the Subdivider under this Agreement in a form satisfactory to the Municipality's Solicitor.

SEVERABILITY

98. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires* the Municipality, then such provision shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

NUMBER AND GENDER

99. In this Agreement, unless the contrary intention appears, words importing only the singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender; and if there are more Subdividers' than one, the covenants of such Subdividers' shall be joint and several.

INTERPRETATION

100. The captions, titles and headings in this Agreement are inserted for convenience of reference only and do not define, limit or enlarge the scope, meaning or intent of any provisions.

BINDING

101. The covenants, agreements, conditions and undertakings herein contained on the part of the Subdivider shall run with the Phase 3 Land and shall be binding upon the Subdivider and upon its successors and assigns, as owners and occupiers of the Phase 3 Land, from time to time and shall be appurtenant to the adjoining highways in the ownership of the Municipality; and this Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns.

One signature page to follow.

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers duly authorized in that behalf.

KILWORTH HEIGHTS WEST LTD.

Per:  _____

Don de Jong

President

I have the authority to bind the Corporation.

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____

Mayor Aina DeViet

Per: _____

Clerk James Hutson

I/We have the authority to bind the Municipality.

Approved and authorized by By-law
No. 2023-____ enacted the ____ day
of August, 2023.

List of Schedules

Schedule "A" - The Phase 3 Land

Schedule "B" - The Survey Plan of the Phase 3 Plan of Subdivision

Schedule "C" - Encumbrances

Schedule "E" - Solicitor's Opinion

Error! Reference source not found. – Solicitor's Opinion for Utilities' Easements

Error! Reference source not found. – The Phase 3 Works

Schedule "H" - Servicing Plan and Servicing Construction Plans

Schedule "I" - Undertaking and Agreement by Subdivider's Engineer

Error! Reference source not found. – Homeowner's Package

Error! Reference source not found. - Irrevocable Letter of Credit Format

Error! Reference source not found. - Interim Certificate of Completion of Works

Error! Reference source not found. - Certificate of Completion of Works

Error! Reference source not found. - Asset Inventory

SCHEDULE "A"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

PHASE 3 LAND

Part Lot 7, Concession 1, Lobo Township; Subject to an Easement
in Gross over Parts 2 and 3, 33\$20802 as in ER1353837;;
Municipality of Middlesex Centre

being Part of P.I.N 08502-1523 (LT)

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

SCHEDULE "B"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

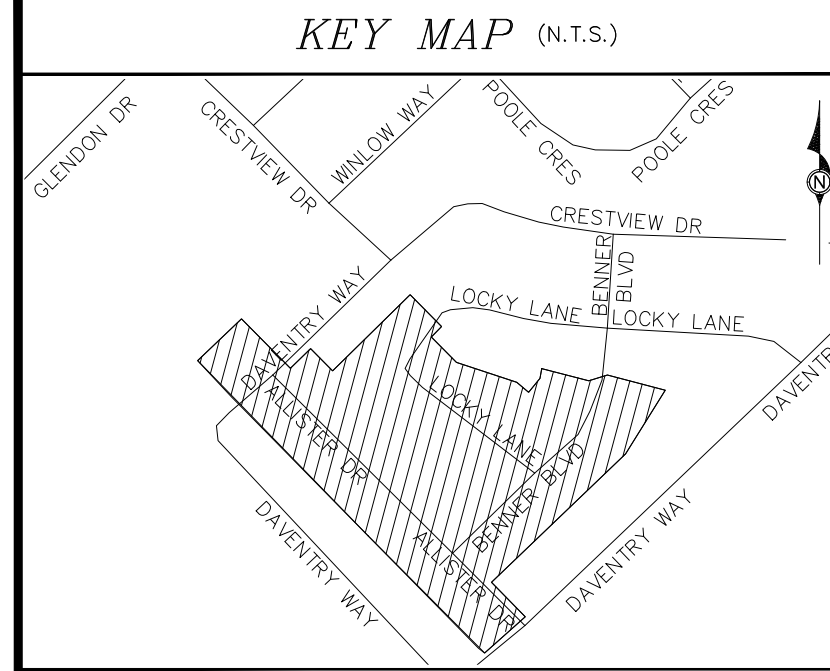
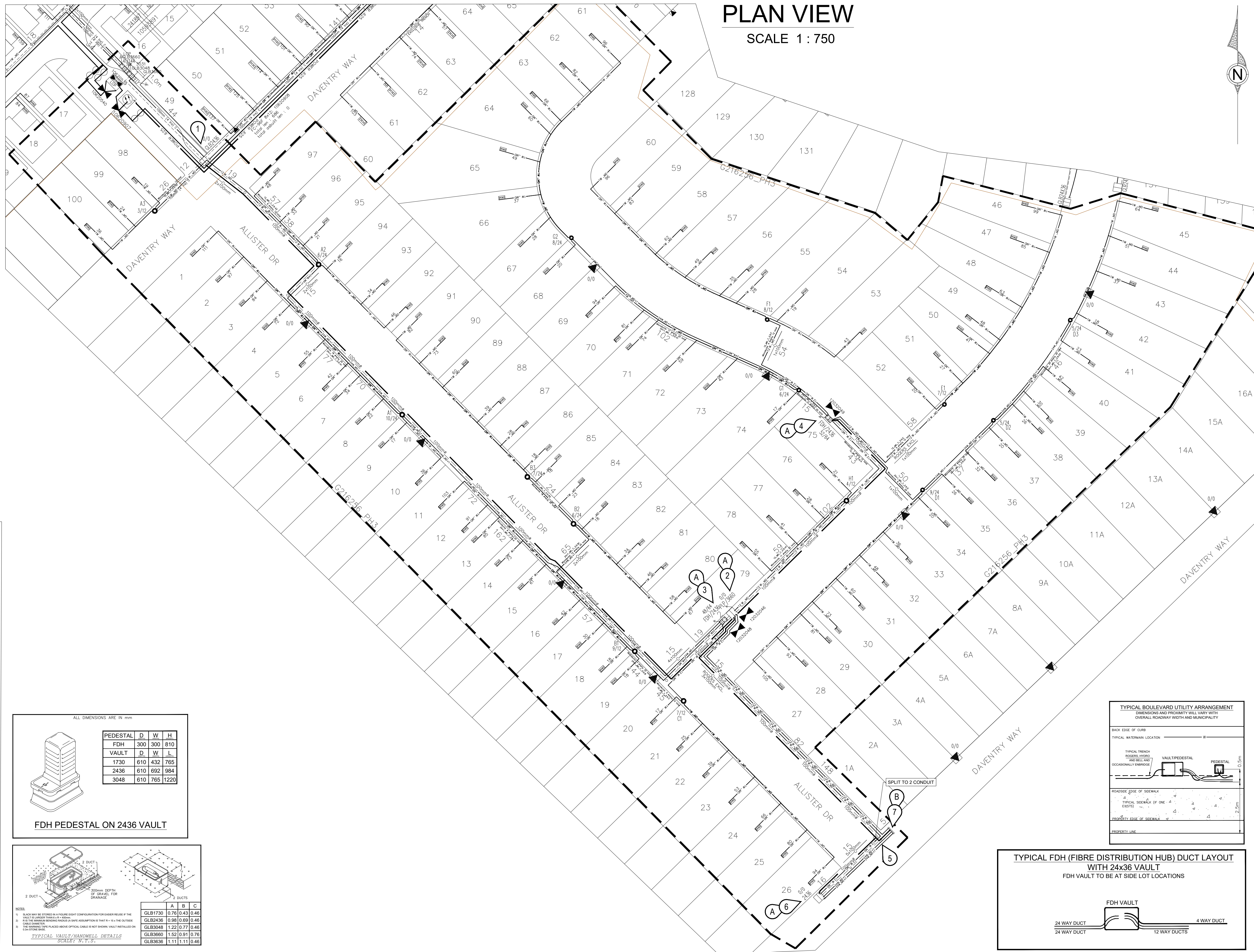
MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SURVEY PLAN OF THE PHASE 3 PLAN OF SUBDIVISION

PLAN VIEW

SCALE 1 : 750



KILWORTH

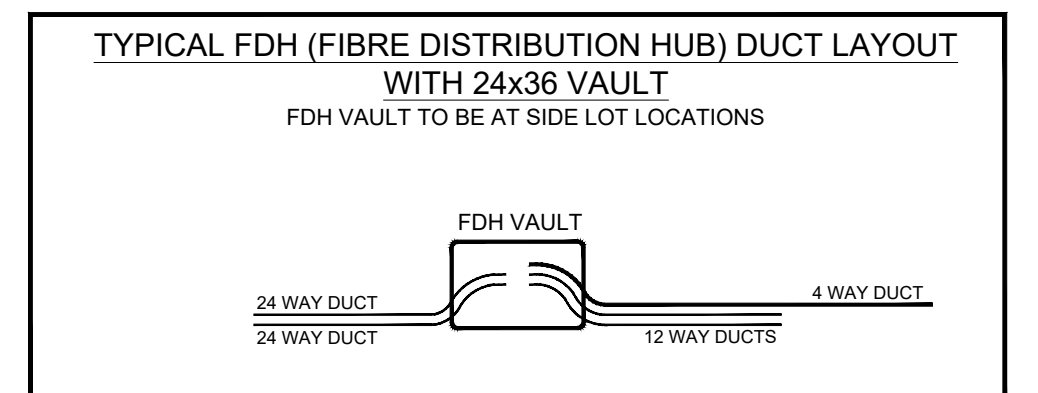
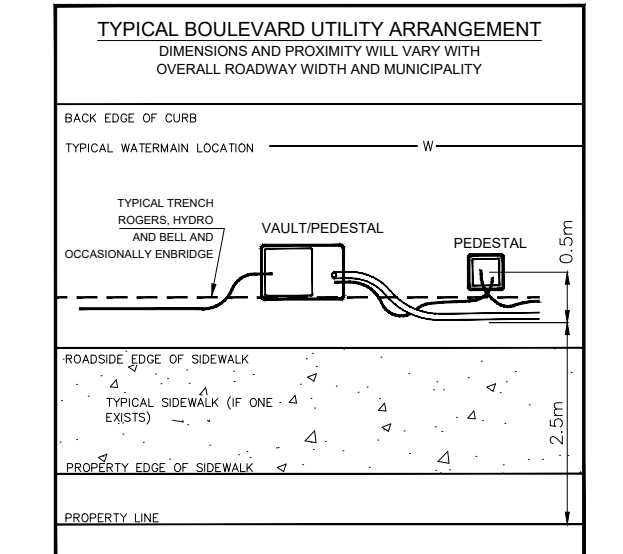
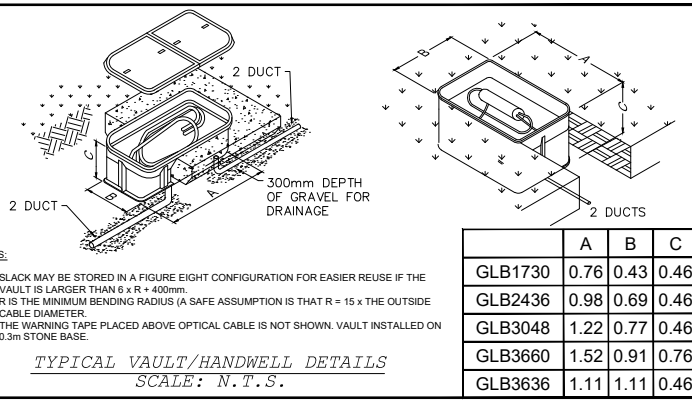
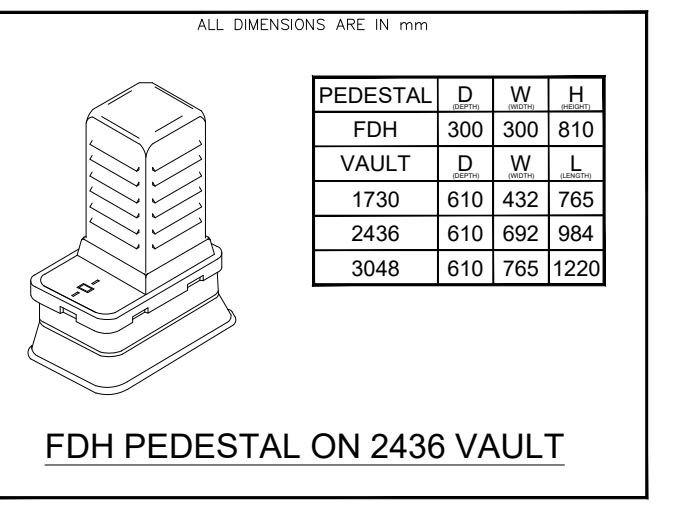
MATERIAL LIST

JOINT TRENCH	840m
EXCLUSIVE TRENCH	30m
ROAD CROSSINGS	10
4" (100mm) PVC CONDUIT	195m
4" (100mm) HDPE CONDUIT	570m
4" CONDUIT 90° ELBOW	3
4" CONDUIT SWEEP TEE	1
24 WAY MULTI DUCT	642m
12 WAY MULTI DUCT	268m
SINGLE MICRO DUCT	5042m
GLB3660 VAULT - PLP COYOTE	1
GLB2436 VAULT - FDH	2
OLT GPON CABINET	0
FDH AND FDH PEDESTAL	2
12 FOC (PULL THROUGH)	32m
96 FOC	409m
2F 1x2-BFC	15783m
12F 1x12-BFC (BLOWN FIBER)	162m
GLB2436 VAULT	1
SINGLE-PULL THROUGH EXISTING DUCT	44m
SINGLE-PULL THROUGH NEW DUCT	307m
GROUND	3
2 PORT FCSE	100
12 PORT FCSE	0
24 PORT FCSE	0
EX. STRAND AND OVERLASH	0m
LATERAL WINDOW CUT	15
PLP COYOTE FOSC	1
DIP LOCATION, NEW U-GUARD	0
HYDRO POWER CABLE	0m

CONSTRUCTION NOTES

- A** NEW CABINET/VAULT LOCATION AS PER DESIGN.
- 1** EXISTING ROGERS GLB2636 LOCATION. START OF JOINT-USE TRENCH. REFER TO RPATS #G196136 PROJECT.
- 2** INSTALL 307m OF 1 NEW 4" (100mm) HDPE CONDUIT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- 3** INSTALL 2m OF 1 NEW 4" (100mm) HDPE CONDUIT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- 4** INSTALL 102m OF 1 NEW 4" (100mm) HDPE CONDUIT AND 1 NEW 12WAY (73.5mm) MULTI-DUCT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- 5** INSTALL 116m OF 1 NEW 4" (100mm) HDPE CONDUIT AND 2 NEW 12WAY (73.5mm) MULTI-DUCT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- 6** INSTALL 31m OF 1 NEW 4" (100mm) HDPE CONDUIT, 1 NEW 12WAY (73.5mm) MULTI-DUCT AND 2 NEW 24WAY (73.5mm) MULTI-DUCT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- 7** INSTALL 5m OF 1 NEW 4" (100mm) HDPE CONDUIT, 1 NEW 12WAY (73.5mm) MULTI-DUCT AND 2 NEW 24WAY (73.5mm) MULTI-DUCT IN JOINT-USE TRENCH AS SHOWN. REFER TO HYDRO PLAN THIS PROJECT.
- B** BRING NEW 100mm(4") CONDUIT, 1 NEW 12WAY (73.5mm) MULTI-DUCT AND 2 NEW 24WAY (73.5mm) MULTI-DUCT 90° ABOVE GROUND AND CAP. FOR FUTURE USE.

- ADDITIONAL NOTES:**
- PLACE ALL SERVICING MULTI-DUCT(S) FROM OLT LOCATION TO FDH LOCATION AS PER DESIGN.
 - SPOOL OFF ADEQUATE LENGTH OF LATERAL MICRODUCT TO REACH FROM WINDOW CUT TO PROPOSED ROGERS AT STRUCTURE. HYDRO METER, PLACE LATERAL MICRODUCT FROM BOULEVARD WINDOW CUT TO UTILITY STAKE AT PROPERTY EDGE, COIL/BAG AND BURY BELOW STAKE. LEAVE 1M OF LATERAL MICRODUCT ABOVE GROUND TAPPED TO STAKE. CAP UNUSED MICRO DUCT ENDS. FIBRE MUST BE BLOWN PRIOR TO COILING, BAGGING AND BURYING.
 - ALL MICRODUCT WINDOW CUTS MUST BE PERFORMED WHILE TRENCH IS OPEN AND SHOULD BE FACING HYDRO METER SIDE OF STRUCTURE.
 - ALL MICRODUCT SHEATHED BUNDLES USED FOR LATERAL AND BOULEVARD RUNS MUST HAVE A MINIMUM 22awg OR EQUIVALENT TONING WIRE RUNNING WITHIN MICRODUCT SHEATHING OR PLACED PARALLEL ALONG THE ENTIRE RUN.
 - INSTALL NEW 4" (100mm) CONDUIT FOR ALL ROAD CROSSING.
 - PLACE 2-4" (100mm) HDPE DUCTS BETWEEN ALL CO-LOCATED 36x60 VAULT LOCATIONS.



GENERAL NOTES

- TAG ALL EXPOSED CABLE.
- REPLACE ALL FIRE STOPS AND SEALS AS REQUIRED.
- ROGERS FIBRE OPTIC CABLE TECHNICIANS MUST BE PRESENT TO SUPERVISE THE PULLING AND TERMINATING OF FIBRE OPTIC CABLE.
- DO NOT CUT FIBRE OPTIC CABLE UNLESS SPECIFICALLY INDICATED.
- ALL BURIED DROPS ARE R66 DROP WIRE UNLESS OTHERWISE NOTED.

NO.	DATE	REVISION	BY
1	14 MAR 2022	SHEET ESTABLISHED	DSV

ROGERS 800 YORK BLVD LONDON, ON N6A 5B1

ROGERS TECHNICAL CONTACT
JANET RAE
(519)660-7526
jrae@cl.rogers.com

DESCRIPTION: XGS-PON M2 CONDUIT DRAWING KILWORTH HEIGHTS PH3	
PROJECT #:	G216256
SCALE #:	1:750 (24"x36")
DRAWING #:	G216256.01
DESIGNED BY:	DSV
POWER SUPPLY #:	
ROGERS 3RD PARTY PERMIT ID NO.:	
ROGERS MTD PERMIT ID NO.:	
ROGERS MUNICIPAL PERMIT ID NO.:	
SHEET #:	1 OF 1

LEGEND

CABLE	POWERING	OPTICAL NODE CONFIGURATION	DESIGN	STRUCTURE
<p>12 WAY</p> <p>24 WAY</p>	<p>PS RENS #</p> <p>DRAW/MAX-DRAW IN AMPS</p> <p>STAND-BY POWER SUPPLY</p> <p>POWER INSERTER</p> <p>POWER BLOCK</p>	<p>(T) TRUNK OR (D) DISTRIBUTION</p> <p>CABLE GENERATION - P3 (1) (T) NODE PORT CABLE TAG</p> <p>RF PORT NUMBER</p> <p>EXISTING LOOP BACK</p> <p>NEW LOOP BACK</p> <p>PROPOSED FIBRE SPLICE</p> <p>EXISTING FIBRE SPLICE</p> <p>FIBRE CABLE LOOP INDICATOR</p> <p>FIBRE CABLE DISTANCE INDICATOR</p>	<p>4w 4 WAY MULTI-DUCT (73.5mm)</p> <p>24w MD 24 WAY MULTI-DUCT (73.5mm)</p> <p>12w MD 12 WAY DUCT (73.5mm)</p> <p>1w MD SINGLE MICRODUCT (73.5mm)</p> <p>100mm 4" (100mm) DUCT</p> <p>75mm 3" (75mm) DUCT</p> <p>50mm 2" (50mm) DUCT</p> <p>FIBER CUSTOMER SERVICE ENCLOSURE</p> <p>LATERAL WINDOW CUT</p> <p>OPTICAL NETWORK UNIT - A DEVICE THAT CONVERTS OPTICAL SIGNAL TO RF SIGNAL</p> <p>LOCAL CONVERGENCE POINT (LCP)</p> <p>RF-G NODE (EDFA)</p> <p>NETWORK ACCESS POINT (NAP)</p> <p>PASSIVE OPTICAL NETWORK (PON)</p> <p>OPTICAL LINE TERMINAL (OLT)</p>	<p>JOINT USE POLE</p> <p>TELCO POLE</p> <p>HYDRO POLE</p> <p>CATV POLE</p> <p>MID-SPAN TAP</p> <p>BUILDING ATTACHMENT</p> <p>MOUNTING BRACKET</p> <p>DROP POLE</p> <p>TRANSFORMER ON POLE</p> <p>TRAFALGAR POLE</p> <p>NULL POLE</p> <p>PEDESTAL</p> <p>TRANSFORMER</p> <p>MANHOLE</p> <p>ROGERS MANHOLE</p> <p>VAULT</p> <p>FTG</p> <p>H. POLE H1234 ROGERS 12345678</p> <p>NEW UTILITY POLE</p> <p>PROPOSED ROGERS POLE</p> <p>POLE TO BE REMOVED</p> <p>ACTUAL HOUSE COUNT/ POTENTIAL HOUSE COUNT</p> <p>H. POLE H1234</p> <p>EXISTING POLE</p> <p>GROUND ROD</p> <p>ANCHOR</p> <p>UNDERGROUND TRENCHLINE</p> <p>OVERHEAD STRANDLINE</p>

SCHEDULE "C"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

ENCUMBRANCES

PART 1 PERMITTED ENCUMBRANCES

Any registration in favour of the Municipality of Middlesex Centre or the County of Middlesex.

PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

Charge in favour of The Toronto Dominion Bank registered as Instrument No. ER1147365 (with related Notice Registered as Instrument No. 1214961)

SCHEDULE “D”

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

SOLICITOR’S OPINION

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Part Lot 7, Concession 1, Lobo Township; Subject to an Easement in Gross over Parts 2 and 3, 33\$20802 as in ER1353837;; Municipality of Middlesex Centre, being Part of P.I.N 08502-1523 (LT)

Re: Subdivision Agreement between Kilworth Heights West Ltd. and the Municipality of Middlesex Centre dated the ____ day of August 2023, pertaining to the Phase 3 Land (the “**Phase 3 Subdivision Agreement**”)

Re: The Plan of Subdivision registered on the Phase 3 Land, being Plan 33M-_____ hereinafter the “Phase 3 Plan”

For the sum of one (\$1.00) and other good and valuable consideration I certify that I am a solicitor authorized to practice in Ontario and provide my solicitor’s opinion as follows:

Subdivision Agreement Registration

As at the date of signing of the Phase 3 Subdivision Agreement and as of the date of registration of the Phase 3 Subdivision Agreement against the Phase 3 Land, Kilworth Heights West Ltd. is the owner in fee simple of the Phase 3 Land free and clear of all liens and encumbrances save and except for:

Any registration in favour of the Municipality of Middlesex Centre

There were no other registered interests having any interest in the Phase 3 Land as mortgagee, tenant, easement holder or other encumbrancer at the date of registration of the Phase 3 Subdivision Agreement against the Phase 3 Land.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Easements transferred to the Municipality

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 2023 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 2017 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL EASEMENTS REQUIRED UNDER PARAGRAPH 47 OF THIS SUBDIVISION AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Transfers in Fee Simple to the Municipality

A good and valid Transfer of Blocks x through x, inclusive, on Registered Plan _____, has been registered on the ___ day of _____, 2023 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre

It is my solicitor's opinion that the Municipality of Middlesex Centre is the owner in fee simple of said Blocks ● through ● inclusive, and Lots ● on Registered Plan _____, free and clear of all liens and encumbrances save and except any existing registrations in favour of the Municipality of Middlesex Centre.

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL TRANSFERS REQUIRED UNDER PARAGRAPH 45 (DEDICATIONS) OF THIS SUBDIVISION AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Enclosures:

Copy of receipted Phase 3 Subdivision Agreement registered as ER _____.

Copy of receipted Easement registered as ER _____.

Copy of Transfer of Blocks x through x, inclusive, registered as ER _____.

SCHEDULE “E”

to

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

SOLICITOR’S OPINION

FOR UTILITIES’ EASEMENTS

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Subdivision Agreement between Kilworth Heights West Ltd. and the Municipality of Middlesex Centre dated the ___ day of August, 2023 pertaining to the Phase 3 Land (the “**Phase 3 Subdivision Agreement**”) being registered plan 33M -

Easements transferred to a Utility

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____ , designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 2023 as Instrument No. ER _____ in favour of (Name of Utility). It is my solicitor’s opinion that of (Name of Utility) has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances save and except any registrations in favour of the Municipality of Middlesex Centre.

SCHEDULE “F”

to

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

PHASE 3 WORKS

MUNICIPALITY REQUIREMENT FOR SERVICING

1. All roads and services specified herein shall be designed and constructed in accordance with the plans, drawings and notes referred to in section 3 below (herein referred to as the “**Servicing Plans**”), and shall be designed, constructed, operated and monitored generally in accordance with the Municipality’s Infrastructure Design Standards and specifically as required or permitted by the Municipal Engineer.

SUBSURFACE SERVICE APPROVALS

2. The Subdivider shall not commence to install any subsurface servicing works for any part of the Phase 3 Lands without first obtaining all necessary permits, approvals and/or certificates required in conjunction with such subsurface services (including but not in any way limited to, MECP certificates, Municipal/Ministry/Agency permits, Approved Works, water connection, water-taking, approvals from the Conservation Authority, Ministry of Natural Resources, MECP) unless otherwise authorized by the Municipal Engineer in writing.

GRADING PLAN, SERVICING AND CONSTRUCTION PLANS

3. For the purposes of the Phase 3 Subdivision Agreement to which this

4. Schedule "F" is attached, including all other Schedules attached to such Phase 3 Subdivision Agreement, the following form part of such Phase 3 Subdivision Agreement:

- 4.1 Title of Plan or Drawing: Kilworth Heights West Subdivision Phase 3
 Author of Plan or Drawing; Eng Plus Ltd.
 Sealed by:
 Author's Project No.: 19.216
 Drawing or Sheet Number:
 Date of Plan or Drawing:
 Date of Last Revision:
 Legal Description; Part Lot 7, Concession 1
 Municipal Address:
 County Planning File No.: 39T-MC0902
- 4.2 Title of Plan or Drawing: Limit Plan
 Author of Plan or Drawing; Eng Plus Ltd.
 Sealed by: V. Pham
 Author's Project No.: 19.216
 Drawing or Sheet Number: 1
 Date of Plan or Drawing: November 26, 2020
 Date of Last Revision: June 1, 2022
 Legal Description; Part Lot 7, Concession 1
 Municipal Address:
 County Planning File No.: 39T-MC0902
- 4.3 Title of Plan or Drawing: Master Plan
 Author of Plan or Drawing; Eng Plus Ltd.
 Sealed by: V. Pham
 Author's Project No.: 19.216
 Drawing or Sheet Number: 2
 Date of Plan or Drawing: November 26, 2020
 Date of Last Revision: June 1, 2022
 Legal Description; Part Lot 7, Concession 1
 Municipal Address:
 County Planning File No.: 39T-MC0902
- 4.4 Title of Plan or Drawing: Storm Area Plan
 Author of Plan or Drawing; Eng Plus Ltd.
 Sealed by: V. Pham
 Author's Project No.: 19.216
 Drawing or Sheet Number: 3
 Date of Plan or Drawing: November 26, 2020
 Date of Last Revision: June 1, 2022
 Legal Description; Part Lot 7, Concession 1

- Municipal Address:
County Planning File No.: 39T-MC0902
- 4.5 Title of Plan or Drawing: Sanitary Area Plan
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 4
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.6 Title of Plan or Drawing: Storm & Sanitary Design Sheets
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 5
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.7 Title of Plan or Drawing: General Notes & Miscellaneous Details
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 6
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.8 Title of Plan or Drawing: Grading & Erosion Control Plan – Part 1
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 7
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1

- Municipal Address:
County Planning File No.: 39T-MC0902
- 4.9 Title of Plan or Drawing: Grading & Erosion Control Plan – Part 2
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author’s Project No.: 19.216
Drawing or Sheet Number: 8
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.10 Title of Plan or Drawing: Grading & Erosion Control Plan – Interim
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author’s Project No.: 19.216
Drawing or Sheet Number: 9
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.11 Title of Plan or Drawing: Allister Drive
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author’s Project No.: 19.216
Drawing or Sheet Number: 10
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.12 Title of Plan or Drawing: Benner Boulevard
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author’s Project No.: 19.216
Drawing or Sheet Number: 11
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1

- Municipal Address:
County Planning File No.: 39T-MC0902
- 4.13 Title of Plan or Drawing: Locky Lane
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 12
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.14 Title of Plan or Drawing: Daventry Way
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 13
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.15 Title of Plan or Drawing: Surface Features Plan
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: 14
Date of Plan or Drawing: November 26, 2020
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.16 Title of Plan or Drawing: Glendon Drive Twin Watermain
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by:
Author's Project No.: 19.216
Drawing or Sheet Number:
Date of Plan or Drawing:
Date of Last Revision:
Legal Description;

- Municipal Address:
County Planning File No.: 39T-MC0902
- 4.17 Title of Plan or Drawing: Glendon Drive Twin Watermain
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: EXT-1
Date of Plan or Drawing:
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.18 Title of Plan or Drawing: Glendon Drive Twin Watermain
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: EXT-2
Date of Plan or Drawing:
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.19 Title of Plan or Drawing: Glendon Drive Twin Watermain
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: V. Pham
Author's Project No.: 19.216
Drawing or Sheet Number: EXT-3
Date of Plan or Drawing:
Date of Last Revision: June 1, 2022
Legal Description; Part Lot 7, Concession 1
Municipal Address:
County Planning File No.: 39T-MC0902
- 4.20 Title of Plan or Drawing: Electrical Legend, Details, Schedules and Specifications
Author of Plan or Drawing: Eng Plus Ltd.
Sealed by: Z. Abdulla
Author's Project No.: CE-4505
Drawing or Sheet Number: E1
Date of Plan or Drawing:
Date of Last Revision: May 27, 2022

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

- | | | |
|------|----------------------------|---|
| | Legal Description; | Part Lot 7, Concession 1 |
| | Municipal Address: | |
| | County Planning File No.: | 39T-MC0902 |
| 4.21 | Title of Plan or Drawing: | Power Details |
| | Author of Plan or Drawing; | Eng Plus Ltd. |
| | Sealed by: | Z. Abdulla |
| | Author's Project No.: | CE-4505 |
| | Drawing or Sheet Number: | E2 |
| | Date of Plan or Drawing: | |
| | Date of Last Revision: | May 27, 2022 |
| | Legal Description; | Part Lot 7, Concession 1 |
| | Municipal Address: | |
| | County Planning File No.: | 39T-MC0902 |
| 4.22 | Title of Plan or Drawing: | Phase 3, Lighting Layout and Photometrics |
| | Author of Plan or Drawing; | Eng Plus Ltd. |
| | Sealed by: | Z. Abdulla |
| | Author's Project No.: | CE-4505 |
| | Drawing or Sheet Number: | E3 |
| | Date of Plan or Drawing: | |
| | Date of Last Revision: | May 27, 2022 |
| | Legal Description; | Part Lot 7, Concession 1 |
| | Municipal Address: | |
| | County Planning File No.: | 39T-MC0902 |
| 4.23 | Title of Plan or Drawing: | Streetlight Power Layout |
| | Author of Plan or Drawing; | Eng Plus Ltd. |
| | Sealed by: | Z. Abdulla |
| | Author's Project No.: | CE-4505 |
| | Drawing or Sheet Number: | E4 |
| | Date of Plan or Drawing: | |
| | Date of Last Revision: | May 27, 2022 |
| | Legal Description; | Part Lot 7, Concession 1 |
| | Municipal Address: | |
| | County Planning File No.: | 39T-MC0902 |

To facilitate registration of the Phase 3 Subdivision Agreement to which this

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

Schedule "F" is attached on title to the Phase 3 Land, photo reduced copies of the Servicing Plans are attached as Schedule "G" to the Phase 3 Subdivision Agreement to which this

Schedule "F" is attached; full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar (hereinafter referred to as the "**Land Registrar**") requires the removal of some or all of such photographic reductions of plans and drawings in order for the Agreement to be registered, the parties agree that such photographic reduced copies required to be removed by the Land Registrar may be removed from the registered copy of this Agreement.

RELIANCE ON SERVICING PLANS

5. The Subdivider acknowledges and agrees that:

5.1 the Servicing Plans may be reproduced for attachment to the Subdivision Agreement to which this

- 5.2 Schedule “F” is attached;
- 5.3 the Servicing Plans have been and may continue to be relied upon by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority and Her Majesty the Queen in right of the Province of Ontario as represented by the Ministry of the Environment, Conservation and Parks, in the normal course of their duties in connection with the approvals and permitting processes for the Phase 3 Works; and
- 5.4 the Servicing Plans may be used as a record representing what was installed at the time of development by any person who deals with the Phase 3 Land after the said Subdivision Agreement has been registered on the title to the Phase 3 Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

PLANS AND DRAWINGS LISTED IN

SCHEDULE "F"

6. The approval of the plans and drawings listed in the said Schedule "G", together with the general specifications in this

7. Schedule "F", shall in no way be construed as limiting or in any restricting the discretion given to the Municipal Engineer to approve or amend the final materials submitted by the Subdivider for such purposes nor as limiting or restricting the discretion given the MECP or the Conservation Authority with respect to the approvals required of them in connection with the Phase 3 Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

ROADWAYS

8. The Subdivider shall construct and install roadways with granular base and asphalt pavement and concrete curb and gutter in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer. The width of (gutter lines) or all streets within the Phase 3 Plan except for dead end streets (cul-de-sacs) shall not be less than twenty-eight (28') feet in perpendicular width, all as and where indicated on the Servicing Plans and as otherwise required by the Municipal Engineer. Municipal standards are to serve as a minimum; however, road designs as prepared by the Subdivider's Geotechnical Engineer exceeding these standards shall be acceptable to the Municipality.

STREET SIGNS AND TRAFFIC SIGNS

9. The Subdivider shall provide street signs and traffic signs in the form of permanent high visibility signs to the satisfaction of the Municipality at every road intersection as shown on the Phase 3 Plan. Street signs shall have double name plates. The type and method of installation shall be in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer.

STORM SEWERS

10. The Subdivider shall install storm sewers, with appurtenances, catch basins and leads sufficient to drain the Phase 3 Land properly and to drain abutting real property in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:
 - 10.1 The Subdivider shall provide connections for any future storm sewers as may be required by the Municipal Engineer;
 - 10.2 For the purpose of any drainage work that in the opinion of the Municipal Engineer is or may be required to furnish sufficient outlet for storm water or to protect any natural watercourse, the Subdivider shall provide the Municipality with all easements across the Phase 3 Land as provided in the Subdivision Agreement to which this

- 10.3 Schedule "F" is attached;
- 10.4 Stormwater drainage shall be managed in a manner acceptable to and approved by the MECP, the Conservation Authority and the Municipality;
- 10.5 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and video cassette/disk for all storm sewers; and
- 10.6 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.

WATERMAINS

- 11. Subdivider shall construct and install watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each lot line in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer. In connection with such water works, the following provisions apply:
 - 11.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently American Water Canada Corp.).
 - 11.2 The Subdivider shall reimburse the Municipality for all related costs.
 - 11.3 No connection of any water works may be made to pre-existing Municipal water distribution systems without the prior approval of the Municipal Engineer which approval shall not be given unless and until
 - 11.3.1 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been tested in accordance with current Municipality and MECP Standards;
 - 11.3.2 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been disinfected and that chlorine residuals are all in accordance with current Municipality and MECP Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer.

FIRE HYDRANTS

- 12. The Subdivider shall construct, install and locate fire hydrants in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer. The Subdivider

shall undertake inspection of the fire hydrants to ensure service of such with all costs, including third party costs, being at the expense of the Subdivider.

SANITARY SEWERS

13. The Subdivider shall undertake the Phase 3 Works necessary, in the opinion of the Municipal Engineer, to provide a sanitary sewer system, including private service connections to each lot as shown on the Phase 3 Plan, in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer. In connection with the sanitary sewer work, the following provisions apply:
 - 13.1 The Subdivider shall provide connections for any future sanitary sewers as may be required by the Municipal Engineer.
 - 13.2 Accompanying the Interim Certificate shall be a sewer video inspection report and video disk/usb for all sanitary sewers.
 - 13.3 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.
 - 13.4 No weeping tile connections will be permitted in the sanitary sewers.

SANITARY SEWER PROTECTION

14. To prevent any inflow and infiltration to the sanitary sewer system, during any grading or earth moving on the Phase 3 Land and during construction and installation of the Phase 3 Works and thereafter until the Phase 3 Works have been assumed by by-law as contemplated by section 63 of the Agreement to which this

15. Schedule "F" is attached:

- 15.1 the Subdivider shall undertake, at no cost to the Municipality, measures to the satisfaction of the Municipal Engineer to control and prevent any inflow and infiltration and silt from being introduced to the sanitary sewer system; and
- 15.2 the Subdivider shall undertake, at no cost to the Municipality, to have the Subdivider's Engineers confirm, from time to time at the request of the Municipal Engineer, that the sanitary sewers meet allowable inflow and infiltration levels contemplated by OPSS 410 and OPSS 407; and
- 15.3 without limiting the foregoing, the Subdivider will and will cause his employees and contractors to comply at all times with the provisions of Middlesex Centre By-law Number 2017-60, as amended or replaced from time to time.
- 15.4 The sanitary sewer connections on Benner Boulevard, Locky Lane and Daventry Way shall be constructed with a mechanical plug installed at the downstream maintenance hole which shall remain in place until the first occupancy of the lot utilizing that portion of sanitary sewer in Phase 3 is issued. The Subdivider shall ensure that Municipal staff shall be present to witness the removal of the mechanical plug . Prior to removal of the mechanical plug the sanitary sewer upstream of the mechanical plug shall be drained by way of a hydro vac truck and impacted lines flushed if deemed necessary by the Municipal Engineer, acting reasonably.

GRADING

16. All roads, lots and blocks as shown on the Phase 3 Plan shall be graded to permit surface water to run off from all areas and from adjoining properties so as to reach either the road gutters, catchbasins, municipal drains, ditches or natural water courses all in accordance with the plans to be submitted by the Subdivider and approved by the Municipality, the MECP and the Conservation Authority.

ROAD ALLOWANCE LANDSCAPING

17. The Subdivider shall topsoil, to a depth of at least 10 centimetres (4.0 inches), and seed or sod the portion of the road allowance lying between the lot line of a lot and the curb, and shall plant one or more trees in accordance with the Street Tree Spacing And Location Requirements of the Municipality's Infrastructure Design Standards on the said road allowance and also shall construct the portion of the driveway from the curb to the lot line of each lot to the specifications of the Municipality. The Subdivider shall also include a landscaping plan satisfactory to the Municipality that describes how municipal rights-of-way are to be landscaped to the satisfaction of the Municipality. The Subdivider shall ensure that this work is done to the satisfaction of the Municipal Engineer after completion of the Phase 3 Works and of residential construction on the Phase 3 Land.

UNOPENED ROAD ALLOWANCE LANDSCAPING

18. The Subdivider shall topsoil, to a depth of at least 10 centimetres (4.0 inches), and seed or sod and erect such barriers in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer provided that any such unopened road allowances are not to be assumed by the Municipality as part of the Phase 3 Works.

PARKLAND IMPROVEMENTS AND AMENITIES

19. The Subdivider shall construct to a reasonable standard the park amenities described in the Park Concept Plan as approved by the Municipality and shall do so to the satisfaction of the Municipality and at no cost to the Municipality.

STREET LIGHTING

20. The Subdivider shall construct and install streetlights in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans including the photometric plan and specifically as required or permitted by the Municipal Engineer.

STORMWATER MANAGEMENT PLAN

21. The Subdivider shall satisfy the requirements of section 22 of the Subdivision Agreement to which this

22. Schedule "F" is attached.

UTILITIES

23. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality the locally authorized TV cable operation and such other utility companies as the Municipality may designate to design and install, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 37 of the Subdivision Agreement to which this

24. Schedule "F" is attached.

WATER SPRINGS

25. If at any course of time during the installation, construction and maintenance of the Phase 3 Works, surface or subsurface water springs are discovered within the Phase 3 Land, they are to be protected to the satisfaction of the Conservation Authority and the Ministry of Natural Resources.

SIDEWALKS

26. The Subdivider shall construct and install sidewalks in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer.

WALKWAY

27. *Intentionally deleted.*

FENCING

28. The Subdivider shall construct and install fencing in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans and specifically as required or permitted by the Municipal Engineer; and the following provisions shall apply:

28.1 Following registration of the Phase 3 Plan and completion of rough grading of the Phase 3 Land and before the submission of an Interim Completion Certificate contemplated by the Agreement to which this Schedule "F" is attached, the Subdivider shall construct and install a 1.5 metre high, black chain link fence without gates or alternatively a wood / chain link hybrid fence which shall be to the satisfaction of the Municipality just inside the boundary of the Lot 61 shown on the Phase 3 Plan that abuts Block 234.

29. A restrictive covenant preventing the removal of the fence referred to in section 23. 1 by subsequent property owners shall be registered on title on Lot 61 that abuts Block 234 and the Subdivider shall provide notice of the restrictive covenant to first occupants of the Lot in the Homeowner Package required by the Agreement to which this Schedule "F" is attached.

30. The installation or construction by owners of Lot 61 abutting Block 234 of the Phase 3 Land of "double fencing" immediately beside the fence referred to in the Agreement is prohibited but any other type of fencing may be permitted if such fence is otherwise permitted by the Middlesex Centre Fence By-law No. 2016-078 as amended or replaced.

30.1 A restrictive preventing the installation or construction of "double fencing" as prohibited in clause 30 shall be registered on title on all lots or the block which

abuts the west boundary of the subdivision of the Phase I Land and the Subdivider shall provide notice of this restrictive covenant to first occupants of such lots and block in the Homeowner Package required by paragraph 0 of the Agreement to which this

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

30.2 Schedule "F" is attached.

SCHEDULE “G”

to

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

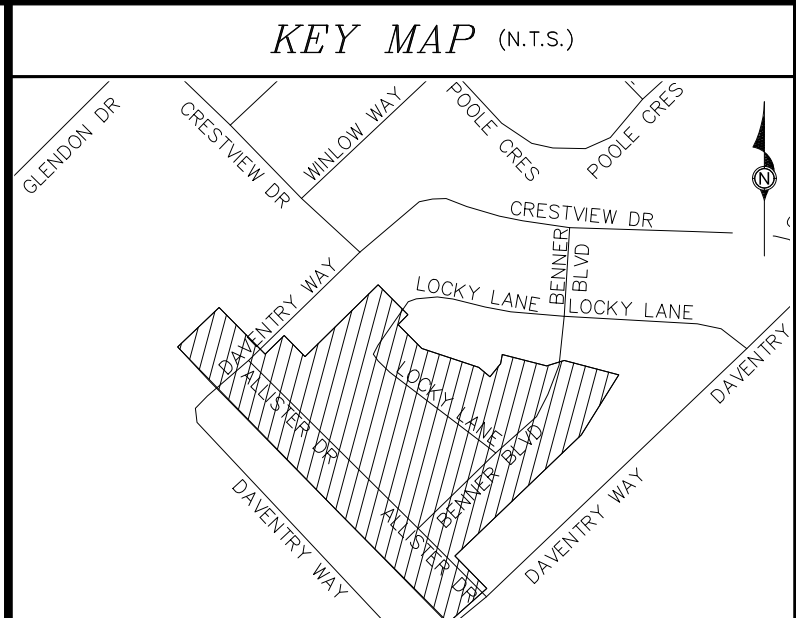
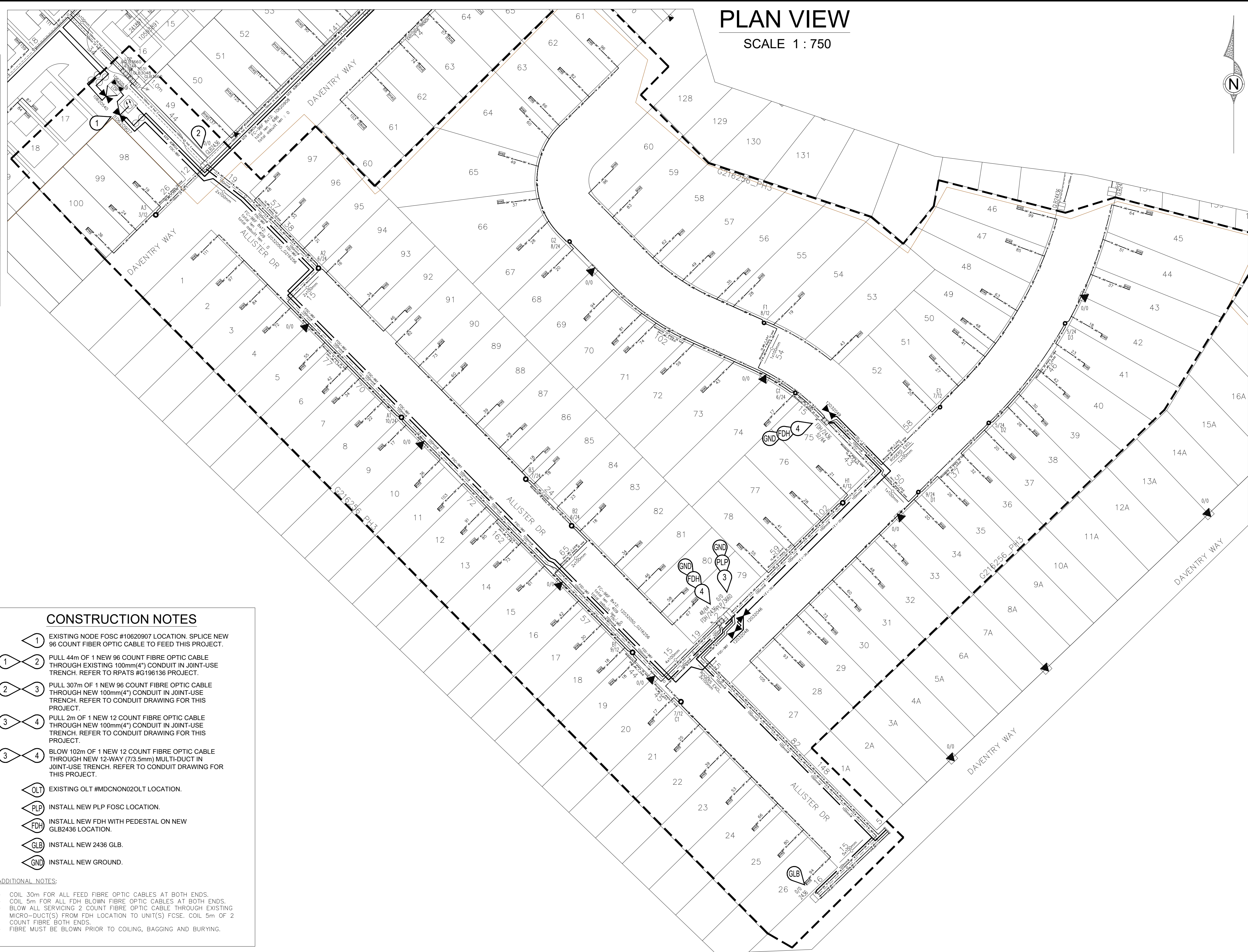
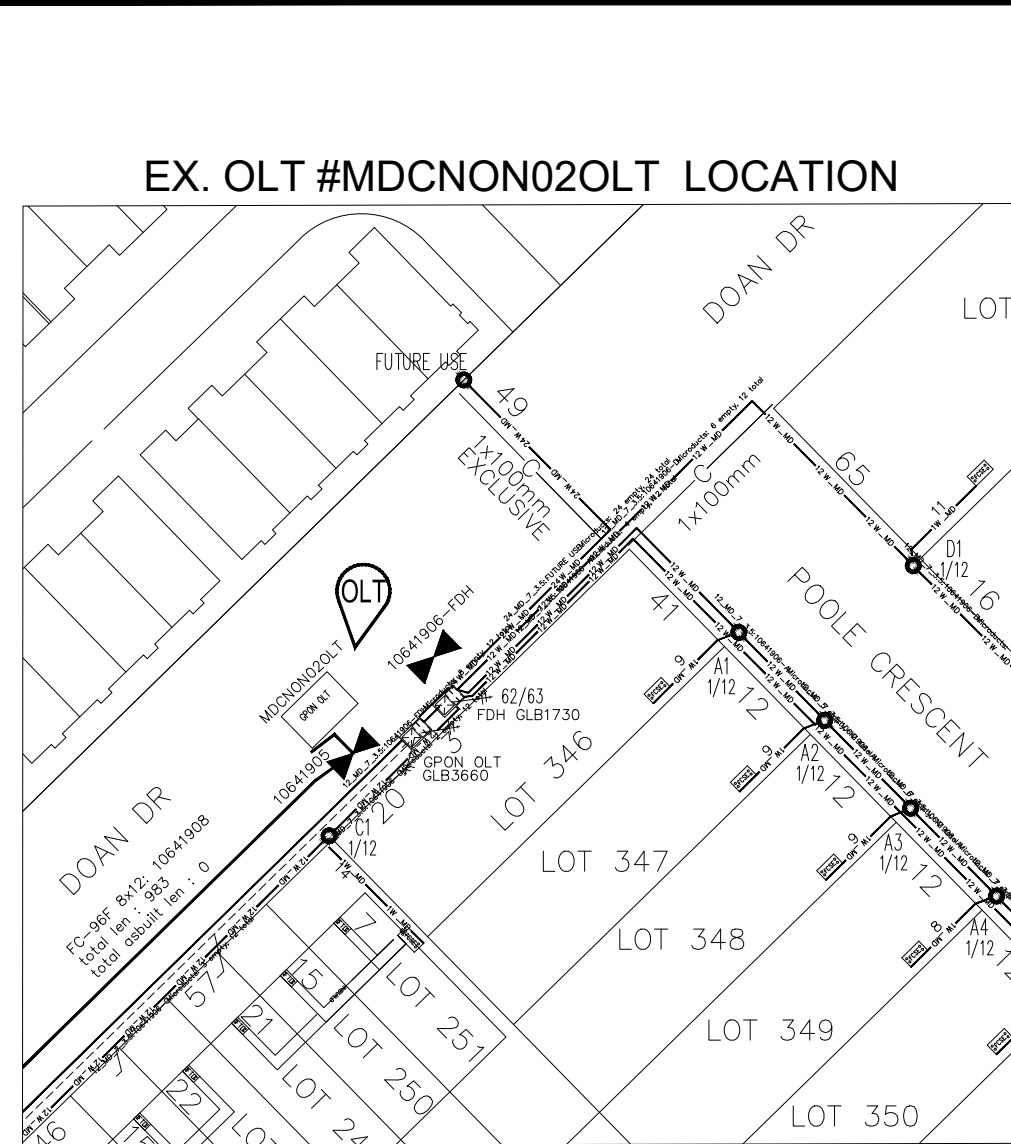
MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

DESIGN DRAWINGS / PLANS

To facilitate registration of the Subdivision Agreement to which this Schedule “G” is attached, including all other Schedules attached to such Phase 3 Subdivision Agreement, the following photo reduced copies of the Servicing Plans are provided in this Schedule “G”. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality’s normal business hours. In the event that the Land Registrar requires the removal of some or all of the following photo reduced copies of the plans and drawings in order for the Phase 3 Subdivision Agreement to be registered, the parties agree that such any photo reduced copies required to be removed by the Land Registrar may be removed from the registered copy of the Phase 3 Subdivision Agreement.

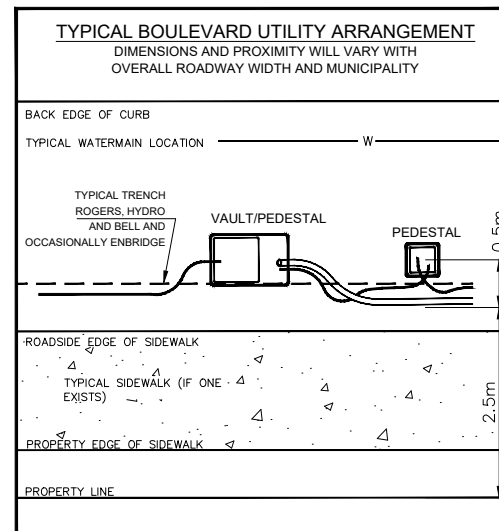
Please see drawings below



KILWORTH

MATERIAL LIST

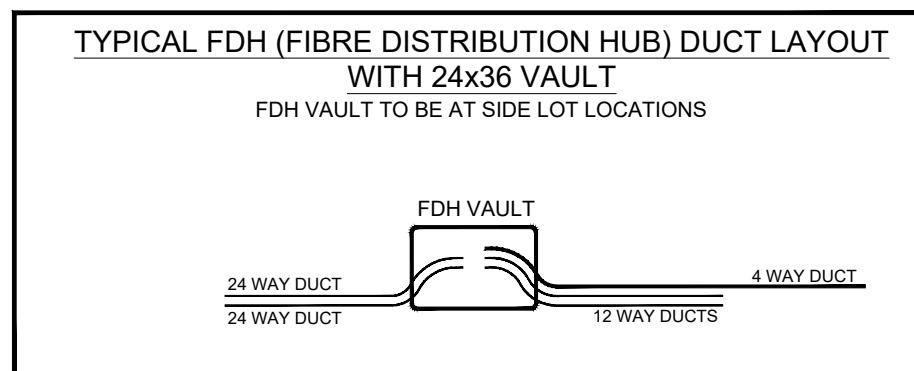
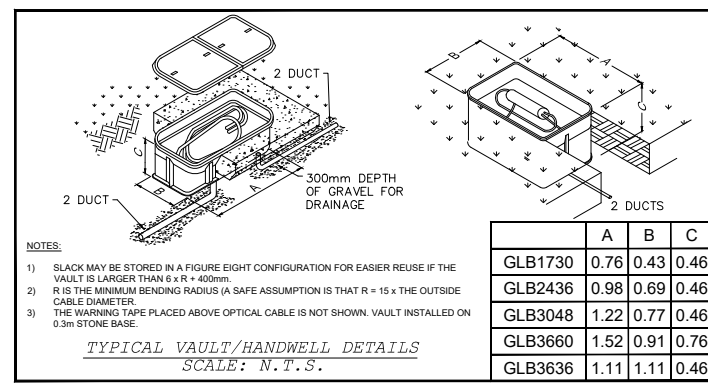
JOINT TRENCH	840m
EXCLUSIVE TRENCH	30m
ROAD CROSSINGS	19
4" (100mm) PVC CONDUIT	195m
4" (100mm) HDPE CONDUIT	570m
4" CONDUIT 90° ELBOW	3
4" CONDUIT SWEEP TEE	1
24 WAY MULTI DUCT	642m
12 WAY MULTI DUCT	268m
SINGLE MICRO DUCT	5042m
GLB3660 VAULT - PLP COYOTE	1
GLB2436 VAULT - FDH	2
OLT GPON CABINET	0
FDH AND FDH PEDESTAL	2
12 FOC (PULL THROUGH)	32m
96 FOC	409m
2F 1x2-BFC	15783m
12F 1x12-BFC (BLOWN FIBER)	162m
GLB2436 VAULT	1
SINGLE-PULL THROUGH EXISTING DUCT	44m
SINGLE-PULL THROUGH NEW DUCT	307m
GROUND	3
2 PORT FCSE	100
12 PORT FCSE	0
24 PORT FCSE	0
EX. STRAND AND OVERLASH	0m
LATERAL WINDOW CUT	15
PLP COYOTE FOSC	1
DIP LOCATION, NEW U-GUARD	0
HYDRO POWER CABLE	0m



ALL DIMENSIONS ARE IN mm

PEDESTAL	D	W	H
FDH	300	300	810
VAULT	D	W	L
1730	610	432	765
2436	610	692	984
3048	610	765	1220

FDH PEDESTAL ON 2436 VAULT



CONSTRUCTION NOTES

- EXISTING NODE FOSC #10620907 LOCATION. SPLICE NEW 96 COUNT FIBER OPTIC CABLE TO FEED THIS PROJECT.
- PULL 44m OF 1 NEW 96 COUNT FIBRE OPTIC CABLE THROUGH EXISTING 100mm(4") CONDUIT IN JOINT-USE TRENCH. REFER TO RPATS #G196136 PROJECT.
- PULL 307m OF 1 NEW 96 COUNT FIBRE OPTIC CABLE THROUGH NEW 100mm(4") CONDUIT IN JOINT-USE TRENCH. REFER TO CONDUIT DRAWING FOR THIS PROJECT.
- PULL 2m OF 1 NEW 12 COUNT FIBRE OPTIC CABLE THROUGH NEW 100mm(4") CONDUIT IN JOINT-USE TRENCH. REFER TO CONDUIT DRAWING FOR THIS PROJECT.
- BLOW 102m OF 1 NEW 12 COUNT FIBRE OPTIC CABLE THROUGH NEW 12-WAY (7/3.5mm) MULTI-DUCT IN JOINT-USE TRENCH. REFER TO CONDUIT DRAWING FOR THIS PROJECT.
- EXISTING OLT #MDCNON02OLT LOCATION.
- INSTALL NEW PLP FOSC LOCATION.
- INSTALL NEW FDH WITH PEDESTAL ON NEW GLB2436 LOCATION.
- INSTALL NEW 2436 GLB.
- INSTALL NEW GROUND.

- #### ADDITIONAL NOTES:
- COIL 30m FOR ALL FEED FIBRE OPTIC CABLES AT BOTH ENDS.
 - COIL 5m FOR ALL FDH BLOWN FIBRE OPTIC CABLES AT BOTH ENDS.
 - BLOW ALL SERVICING 2 COUNT FIBRE OPTIC CABLE THROUGH EXISTING MICRO-DUCT(S) FROM FDH LOCATION TO UNIT(S) FCSE. COIL 5m OF 2 COUNT FIBRE BOTH ENDS.
 - FIBRE MUST BE BLOWN PRIOR TO COILING, BAGGING AND BURYING.

GENERAL NOTES

TAG ALL EXPOSED CABLE.
REPLACE ALL FIRE STOPS AND SEALS AS REQUIRED.
ROGERS FIBRE OPTIC CABLE TECHNICIANS MUST BE PRESENT TO SUPERVISE THE PULLING AND TERMINATING OF FIBRE OPTIC CABLE.
DO NOT CUT FIBRE OPTIC CABLE UNLESS SPECIFICALLY INDICATED.
ALL BURIED DROPS ARE RG6 DROP WIRE UNLESS OTHERWISE NOTED.

NO.	DATE	SHEET	REVISION	BY
1	14 MAR 2022	ESTABLISHED		DSV

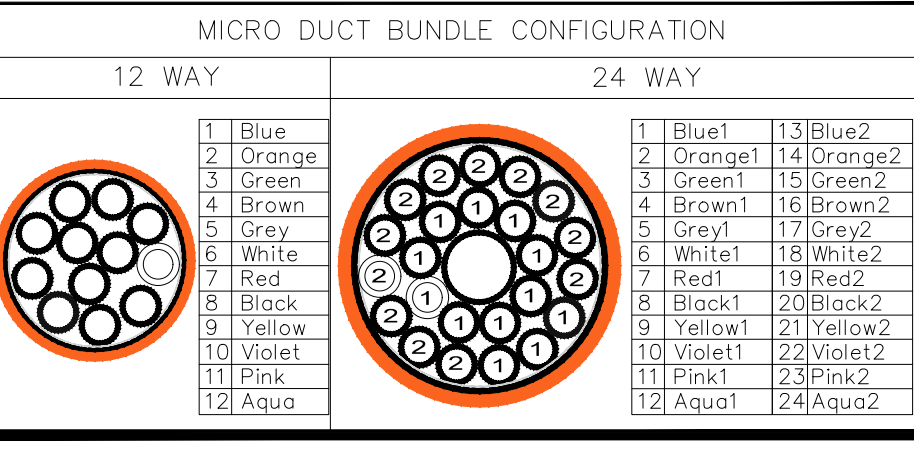
800 YORK BLVD
LONDON, ON
N6A 5B1

ROGERS TECHNICAL CONTACT
JANET RAE
(519)660-7526
jrae@ci.rogers.com

KILWORTH

LEGEND

CABLE	POWERING	OPTICAL NODE CONFIGURATION	DESIGN	STRUCTURE
<p>864 FOC FOC-864</p> <p>288 FOC FOC-288</p> <p>144 FOC FOC-144</p> <p>96 FOC FOC-96</p> <p>48 FOC FOC-48</p> <p>24 FOC FOC-24</p> <p>EX FOC FOC-EX</p> <p>POWER POWER-300 POWER-432 POWER-752</p> <p>TECK</p>	<p>PS RENS #</p> <p>DRAW/AA-X-DRAW IN AMPS</p> <p>STAND-BY POWER SUPPLY</p> <p>POWER INSERTER</p> <p>POWER BLOCK</p>	<p>NODE # NODE MODEL (BOX REVISION)</p> <p>LP/RTN # AC INTR-OFB</p> <p>PS RENS # VOLTAGE</p> <p>SERVICE CABLE</p> <p>LASER PAIR DATA BLOCK</p> <p>RF PORT AVAILABILITY (LASER PAIR)</p> <p>(T) TRUNK OR (D) DISTRIBUTION</p> <p>CABLE GENERATION - P3 (1) (T) NODE PORT CABLE TAG</p> <p>RF PORT NUMBER</p> <p>EXISTING LOOP BACK</p> <p>NEW LOOP BACK</p> <p>PROPOSED FIBRE SPLICE</p> <p>EXISTING FIBRE SPLICE</p> <p>FIBRE CABLE LOOP INDICATOR</p> <p>FIBRE CABLE DISTANCE INDICATOR</p>	<p>4w 4 WAY MULTI-DUCT (7/3.5mm)</p> <p>24w MD 24 WAY MULTI-DUCT (7/3.5mm)</p> <p>12w MD 12 WAY MICRODUCT (7/3.5mm)</p> <p>1w MD SINGLE MICRODUCT (7/3.5mm)</p> <p>100mm 4"(100mm) DUCT</p> <p>75mm 3"(75mm) DUCT</p> <p>50mm 2"(50mm) DUCT</p> <p>FIBER CUSTOMER SERVICE ENCLOSURE</p> <p>LATERAL WINDOW CUT</p> <p>OPTICAL NETWORK UNIT - A DEVICE THAT CONVERTS OPTICAL SIGNAL TO RF SIGNAL</p> <p>LOCAL CONVERGENCE POINT (LCP)</p> <p>RFNG NODE (EDFA)</p> <p>NETWORK ACCESS POINT (NAP)</p> <p>PASSIVE OPTICAL NETWORK (PON)</p> <p>OPTICAL LINE TERMINAL (OLT)</p>	<p>JOINT USE POLE</p> <p>TELCO POLE</p> <p>HYDRO POLE</p> <p>CATV POLE</p> <p>MID-SPAN TAP</p> <p>BUILDING ATTACHMENT</p> <p>MOUNTING BRACKET</p> <p>DROP POLE</p> <p>TRANSFORMER ON POLE</p> <p>TRAFALGAR POLE</p> <p>NULL POLE</p> <p>PEDESTAL</p> <p>TRANSFORMER</p> <p>MANHOLE</p> <p>ROGERS MANHOLE</p> <p>VAULT</p> <p>FTG</p> <p>H. POLE H1234</p> <p>ROGERS 12345678</p> <p>NEW UTILITY POLE</p> <p>PROPOSED ROGERS POLE</p> <p>POLE TO BE REMOVED</p> <p>ACTUAL HOUSE COUNT/ POTENTIAL HOUSE COUNT</p> <p>EXISTING POLE H1234</p> <p>GROUND ROD</p> <p>ANCHOR</p> <p>UNDERGROUND TRENCHLINE</p> <p>OVERHEAD STRANDLINE</p>



DESCRIPTION: XGS-PON M2 DESIGN DRAWING KILWORTH HEIGHTS PH3

PLOT DATE: 14 MAR 2022

PROJECT #: G216256

GRID MAP: /

DESIGNED BY: DSV

DESIGN PROFILE: FTTH

RETURN SEGMENT/SERVICE AREA NODE: /

ROGERS POLE PERMIT ID NO.:

ROGERS REGIONAL PERMIT ID NO.:

ISSUE #: 1

SCALE #: 1:750 (24"x36")

DRAWING #: G216256.01

APPROVED BY:

SMT #

POWER SUPPLY #

ROGERS 3RD PARTY PERMIT ID NO.:

ROGERS MTO PERMIT ID NO.:

ROGERS MUNICIPAL PERMIT ID NO.:

SHEET # 1 OF 1

ELECTRICAL SPECIFICATION

SECTION 16000

1. GENERAL CONDITIONS

- 1.1 ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ONTARIO ELECTRICAL SAFETY CODE, THE LOCAL ELECTRICAL SAFETY AUTHORITY INSPECTION OFFICE, THE ONTARIO BUILDING CODE, THE ONTARIO FIRE CODE AND ANY OTHER LOCAL REGULATIONS HAVING JURISDICTION OVER THE WORK OF THIS TRADE.
- 1.2 BEFORE TENDERING, EXAMINE THE SITE AND ALL DRAWINGS AND SPECIFICATIONS OF ALL TRADES AND BE FAMILIAR WITH THE WORK OF THIS TRADE. NO EXTRAS WILL BE ALLOWED FOR THE FAILURE TO DO SO.
- 1.3 ALL ELECTRICAL WORK SHALL COMPLY WITH CSA ELECTRICAL BULLETINS APPLICABLE AT TENDER CLOSE. WHERE SPECIFIC BULLETINS ARE NOT NAMED THEY ARE STILL CONSIDERED AN INTEGRAL PART OF THIS SPECIFICATION.
- 1.4 PROVIDE ALL GROUNDING AND BONDING TO GROUND REQUIRED, REGARDLESS IF NOT SHOWN ON THE DRAWINGS. GROUNDING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ONTARIO ELECTRICAL SAFETY CODE.
- 1.5 PROVIDE ALL NEW MATERIALS HAVING CSA, CUL, WARNOCK HERSEY OR OTHER APPROVAL AGENCY LABEL AND LISTING. ALL WORKMANSHIP BY THIS TRADE SHALL BE FIRST CLASS, CONFORMING TO INDUSTRY STANDARD PRACTICES FOR SAFETY, ACCESSIBILITY, DURABILITY AND NEATNESS FOR ACCEPTANCE BY THE OWNERS' REPRESENTATIVES.
- 1.6 ARRANGE AND PAY FOR ALL PERMITS AND INSPECTION FEES REQUIRED FOR THE WORK OF THIS TRADE. SUBMIT TO THE LOCAL ELECTRICAL INSPECTION DEPARTMENT AND/OR ELECTRICAL SUPPLY AUTHORITY ANY AND ALL DRAWINGS REQUIRED FOR PERMITS, FEES, APPROVALS, EXAMINATIONS AND SERVICES.
- 1.7 PROVIDE ALL CUTTING AND PATCHING REQUIRED FOR THE WORK OF THIS TRADE. ALL CUTTING AND PATCHING SHALL BE PERFORMED BY QUALIFIED TRADES PERSONS. INCLUDE ALL COSTS FOR CUTTING AND PATCHING RELATED TO THE WORK OF THIS TRADE IN THE TENDER PRICE.
- 1.8 TOUCH-UP ALL SHOP PAINTED EQUIPMENT DAMAGED IN TRANSIT OR DURING INSTALLATION TO MATCH ORIGINAL SHOP FINISH.
- 1.9 AVOID ACCUMULATION OF DEBRIS AS THE WORK PROGRESSES. ON COMPLETION OF THE CONSTRUCTION AND PRIOR TO THE FINAL INSPECTION AND ACCEPTANCE BY THE OWNER, CLEAN UP AND REMOVE FROM THE SITE ALL SCRAP MATERIALS RESULTING FROM THE WORK OF THIS TRADE.
- 1.10 CO-ORDINATE THE WORK OF THIS TRADE WITH ALL OTHER TRADES ON THE JOB SO THAT THE WORK MAY PROGRESS WITHOUT ANY DELAY.
- 1.11 PRIOR TO THE FINAL INSPECTION, CLEAN ALL ELECTRICAL EQUIPMENT. CLEAN ALL CONSTRUCTION DUST AND DIRT FROM INSTALLED EQUIPMENT AT THE END OF THE JOB.
- 1.12 UPON COMPLETION OF THE WORK, PROVIDE THE FINAL UNCONDITIONAL CERTIFICATE OF ACCEPTANCE FROM THE LOCAL ELECTRICAL SAFETY AUTHORITY INSPECTION OFFICE.
- 1.13 PROVIDE A ONE YEAR GUARANTEE ON ALL MATERIALS, AND LABOUR FROM THE DATE OF ACCEPTANCE BY THE OWNER. COMPLETE ALL WARRANTY REGISTRATION DOCUMENTATION ON BEHALF OF THE BUILDING'S OWNER. SUBMIT COPIES OF COMPLETED DOCUMENTATION IN OPERATIONS AND MAINTENANCE MANUALS.
- 1.14 SUBMIT SHOP DRAWINGS (EIGHT COPIES) FOR THE FOLLOWING EQUIPMENT: BREAKERS, PANELS, LIGHTING FIXTURES ETC. THE SHOP DRAWINGS SHALL BEAR THE NAME OF THE MANUFACTURER, THE MANUFACTURER'S CATALOGUE NUMBER, AND THE CONSULTANT'S DESIGNATION, ALONG WITH ALL PERTINENT INFORMATION PERTAINING TO THAT SPECIFIC PIECE OF EQUIPMENT.
- 1.15 ALL ELECTRICAL EQUIPMENT SHALL BE MOUNTED PLUMBED TRUE.
- 1.16 OBTAIN ONE SET OF PRINTS FOR AS-BUILT PURPOSES AND RECORD ON THESE PRINTS ALL CHANGES TO THE DESIGN DRAWINGS TO REFLECT THE ACTUAL CONSTRUCTION CONDITIONS, EQUIPMENT LOCATIONS AND EQUIPMENT SPECIFICATIONS. AT THE END OF CONSTRUCTION, AND PRIOR TO THE FINAL INSPECTION BY THE CONSULTANT, SUBMIT THE AS-BUILT DRAWINGS FOR TRADE. SUBMIT CAD FILES OF THE AS-BUILT DRAWINGS ON CD. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THESE DRAWINGS ARE SUBMITTED.
- 1.17 PREPARE (THREE SETS) OF OPERATIONS AND MAINTENANCE MANUALS FOR PRESENTATION TO THE OWNER. PROVIDE COPIES OF ALL REVIEWED SHOP DRAWINGS FOR THE PROJECT, MANUFACTURER'S INSTALLATION INSTRUCTIONS, MANUFACTURER'S MAINTENANCE INSTRUCTIONS, AND COPIES OF ALL TEST DATA, VERIFICATION CERTIFICATES, MANUFACTURER'S WARRANTIES AND GUARANTEES, THE GUARANTEE OF THIS TRADE INDICATING START DATE AND END DATE AS WELL AS CONTRACT NUMBERS.
- 1.18 WHERE THE WORD PROVIDE IS USED IN THESE SPECIFICATIONS OR ON THE DRAWINGS, IT HAS THE MEANING "PROVIDE AND INSTALL COMPLETE WITH ALL ASSOCIATED MOUNTING HARDWARE AND CONNECTIONS".

2. CONDUCTORS AND RACEWAYS

- 2.1 USE RWU90 COPPER CONDUCTORS UNLESS OTHERWISE NOTED. CSA APPROVED FOR THE APPLICATION. SIZE THE CONDUCTORS SO THAT THE MAXIMUM BRANCH CIRCUIT VOLTAGE DROP DOES NOT EXCEED 3%. MINIMUM CONDUCTOR SIZE IS #6 AWG UNLESS OTHERWISE INDICATED.
- 2.2 INSTALL CONDUCTORS OR CABLES IN PVC RACEWAY WHERE INDICATED
- 2.3 MINIMUM RACEWAY SIZE FOR EXTERIOR UG BURIED APPLICATION IS 50MM AS PER MIDDLESEX CENTER STANDARD. MINIMUM BURIES DEPTH IS 900MM BELOW FINISHED GRADE.
- 2.6 ALL CONDUIT AND WIRING IS TO BE CONCEALED IN ALL FINISHED AREAS.

3. SERVICE AND DISTRIBUTION

- 3.1 CONSULT WITH THE HYDRO ONE REGARDING ELECTRICAL SERVICES FOR THE PROPOSED STREET LIGHTING. INCLUDE ALL COSTS LEVIED BY THE SUPPLY AUTHORITY TO PROVIDE ELECTRICAL SERVICES, IN THE CONTRACT PRICE.
- 3.2 HYDRO ONE WILL PROVIDE PRIMARY TRANSFORMATION TO A 120/240 VAC, 1 PHASE, 3 WIRE SERVICE, PAD MOUNT TRANSFORMER.
- 3.3 PROVIDE AND INSTALL THE SECONDARY CONDUCTORS FROM THE TRANSFORMER SECONDARY CONNECTIONS TO THE MAIN SERVICE CIRCUIT BREAKER FOR EACH LOCATION INDICATED.
- 3.4 PROVIDE AND INSTALL COMPLETE SECONDARY DISTRIBUTION SYSTEM AS DETAILED ON THE DRAWINGS.
- 3.5 ACCEPTABLE MANUFACTURERS FOR DISTRIBUTION EQUIPMENT INCLUDE: EATON-CUTTLER HAMMER, SCHNEIDER CANADA, AND SIEMENS.
- 3.6 PROVIDE CIRCUIT BREAKER PANELS OF THE TYPE, WITH AMPERE CAPACITY, NUMBER OF POLES, BRANCH BREAKER CAPACITY, ETC., AS INDICATED. MOUNTING TO BE AS INDICATED.
- 3.7 ALL BRANCH BREAKERS SHALL BE THERMAL-MAGNETIC TRIP INDICATED, AMBIENT TEMPERATURE COMPENSATED AND BOLTED TO THE BUS BAR.

4. LIGHTING

- 4.1 PROVIDE FIXTURES AND POLES COMPLETE WITH ALL ACCESSORIES MOUNTING HARDWARE, AND LAMPS AS SPECIFIED IN THE FIXTURE SCHEDULE TO MIDDLESEX CENTER STANDARDS OR AS APPROVED BY OWNERS AS AN EQUAL FIXTURE.
- 4.2 PRODUCTS OF EQUAL QUALITY BY ALTERNATE MANUFACTURERS SUCH AS LITHONIA, COOPER, LIGHTOLIER, HUBBELL, ETC. ARE ALSO ACCEPTABLE.
- 4.3 EXTERIOR LIGHTING TO BE CONTROLLED:
- 4.3.1 BY PHOTOCELL. PHOTOCELL AS PER MIDDLESEX CENTER STANDARDS.

GENERAL NOTES:

(APPLICABLE TO ALL DRAWINGS - SEE LAYOUTS FOR APPLICABLE LOCATIONS)

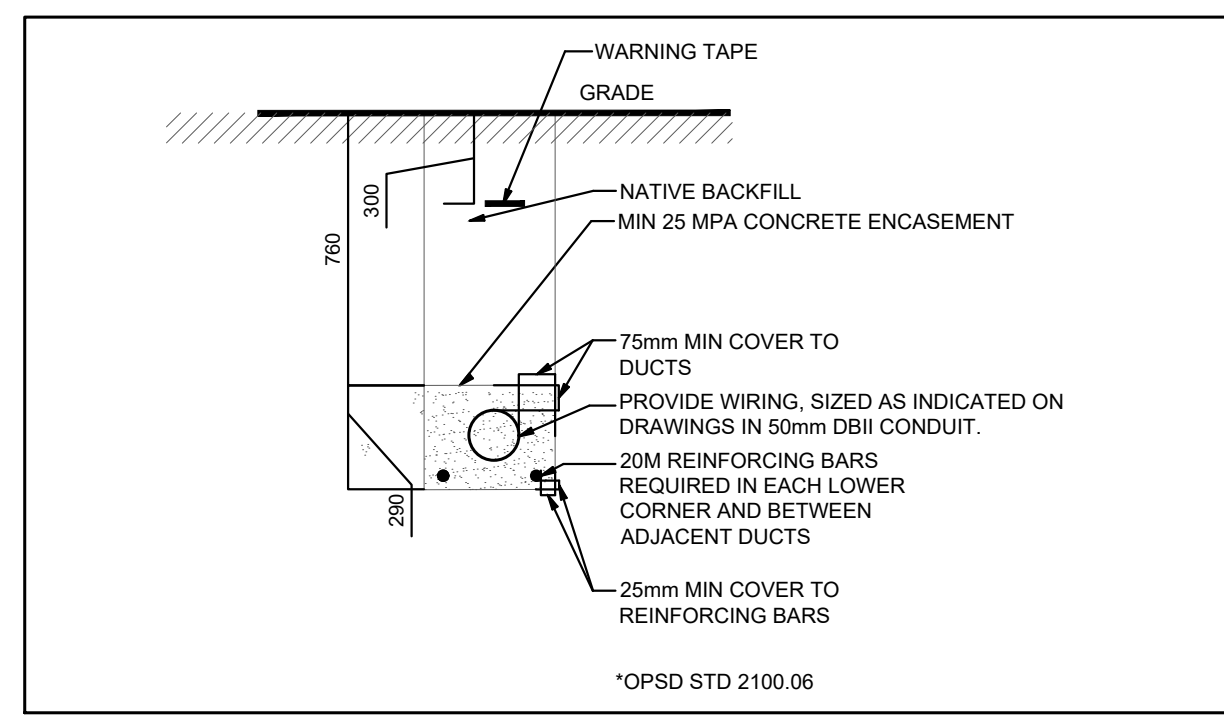
1. THE OWNER AND THE CONSULTANT DO NOT GUARANTEE THE ACCURACY OF THE UTILITIES SHOWN ON THE DRAWINGS. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION FROM THOSE SHOWN. THE CONTRACTOR SHALL NOTE THAT SERVICES FROM THE MAIN LINES ARE NOT SHOWN. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES AND TO REPAIR ANY DAMAGE IT MAY CAUSE TO THESE UTILITIES OR TO OTHER THIRD PARTIES. THE CONTRACTOR AGREES TO INDEMNIFY THE OWNER, TRIDON GROUP, AGAINST ANY CLAIMS WHICH MAY ARISE FROM THE CONTRACTOR'S ACTIONS.
2. CHECK ALL FIELD CONDITIONS AND ALL DIMENSIONS. REPORT ANY INCONSISTENCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE DRAWINGS.
3. ALL EMPTY DUCTS MUST HAVE PULL STRINGS INSTALLED AND TIED SECURELY AT BOTH ENDS.
4. CONTRACTOR MUST CONFIRM POLES, HANDHOLES AND DUCT ROUTING LAYOUT WITH CONTRACT ADMINISTRATOR AND THE CITY OF KILWORTH REPRESENTATIVE IN ADVANCE OF ANY ELECTRICAL WORK TAKING PLACE.
5. ALL WIRING RUNS IN DUCT SHALL INCLUDE #6 AWG STRANDED INSULATED ALUMINUM GROUND WIRE, UNLESS OTHERWISE NOTED.
6. NO UNDERGROUND SPLICES WILL BE ALLOWED. ALL CONNECTIONS SHALL BE MADE IN POLE HANDHOLES.
7. THIS PLAN SHALL BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERING PLANS FOR THIS SITE.
8. UNLESS OTHERWISE INDICATED, FEEDER RUNS SHOWN BETWEEN POLES, OR FROM POWER PEDESTAL TO POLE ARE 4#6 AL + GND IN 50mm RPVC.

LIGHTING FIXTURE SCHEDULE				
FIXTURE TAG	DESCRIPTION AND MODEL SERIES	INPUT	LIGHT SOURCE	MOUNTING
P1	LED ROADWAY LIGHTING NXT SERIES LED COBRA HEAD STYLE LUMINAIRE, DARK SKY COMPLIANT AND FULL CUTOFF, TYPE 2 FAR THROW IES DISTRIBUTION. NXT-24S-450mA-2ES-4000K POLE SPECIFICATION: (ALUMINOUS) RTAP-20-AB C/W POLE TOP CAP. ELLIPTICAL TAPERED ARM: (ALUMINOUS) ALS-RE4M	120V 35W	LED 4,070L 4000K TYPE 2ES DISTRIBUTION	ARM MOUNTED, 4' ARM ON 20' POLE.
P2	LED ROADWAY LIGHTING NXT SERIES LED COBRA HEAD STYLE LUMINAIRE, DARK SKY COMPLIANT AND FULL CUTOFF, TYPE 2 FAR THROW IES DISTRIBUTION. NXT-24S-525mA-2ES-4000K POLE SPECIFICATION: (ALUMINOUS) RTAP-20-AB C/W POLE TOP CAP. ELLIPTICAL TAPERED ARM: (ALUMINOUS) ALS-RE4M	120V 41W	LED 4,600L 4000K TYPE 2ES DISTRIBUTION	ARM MOUNTED, 4' ARM ON 20' POLE.
P3	LED ROADWAY LIGHTING NXT SERIES LED COBRA HEAD STYLE LUMINAIRE, DARK SKY COMPLIANT AND FULL CUTOFF, TYPE 2 FAR THROW IES DISTRIBUTION. NXT-24S-700mA-2ES-4000K POLE SPECIFICATION: (ALUMINOUS) RTAP-20-AB C/W POLE TOP CAP. ELLIPTICAL TAPERED ARM: (ALUMINOUS) ALS-RE4M	120V 54W	LED 5,750L 4000K TYPE 2ES DISTRIBUTION	ARM MOUNTED, 4' ARM ON 20' POLE.

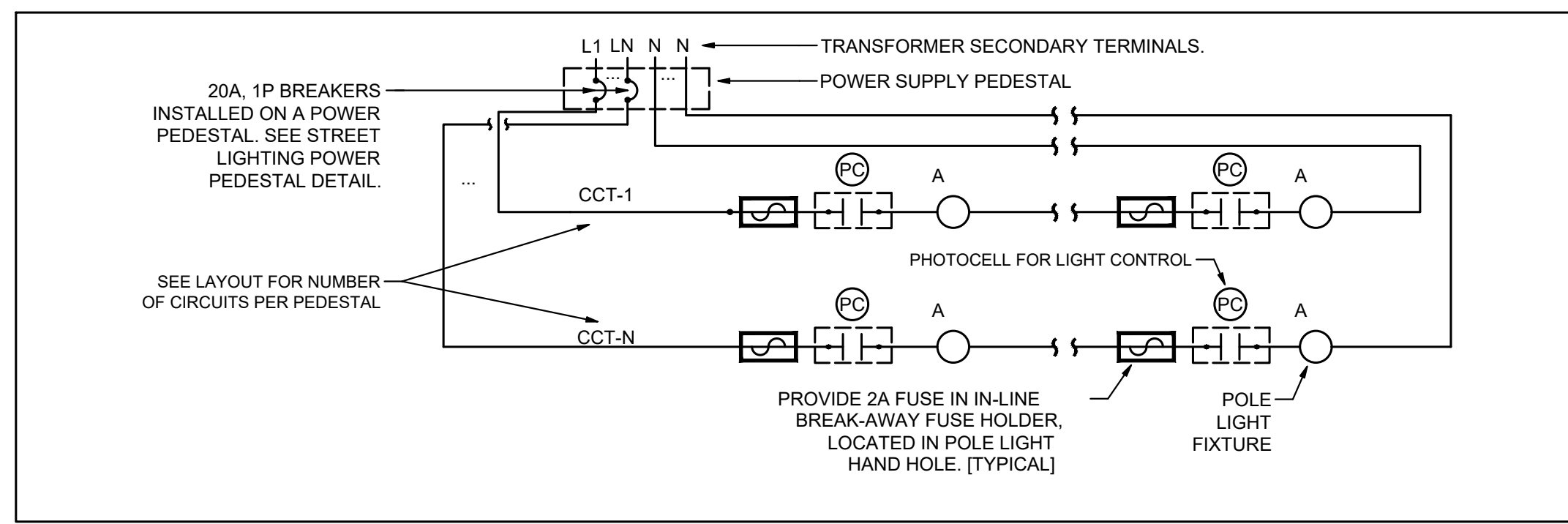
NOTES:

- PROVIDE ALL NECESSARY MOUNTING HARDWARE FOR A COMPLETE INSTALLATION.
- COORDINATE WITH ARCHITECTURAL CEILING PLAN TO CONFIRM CEILING MATERIAL AND MOUNTING TYPE.

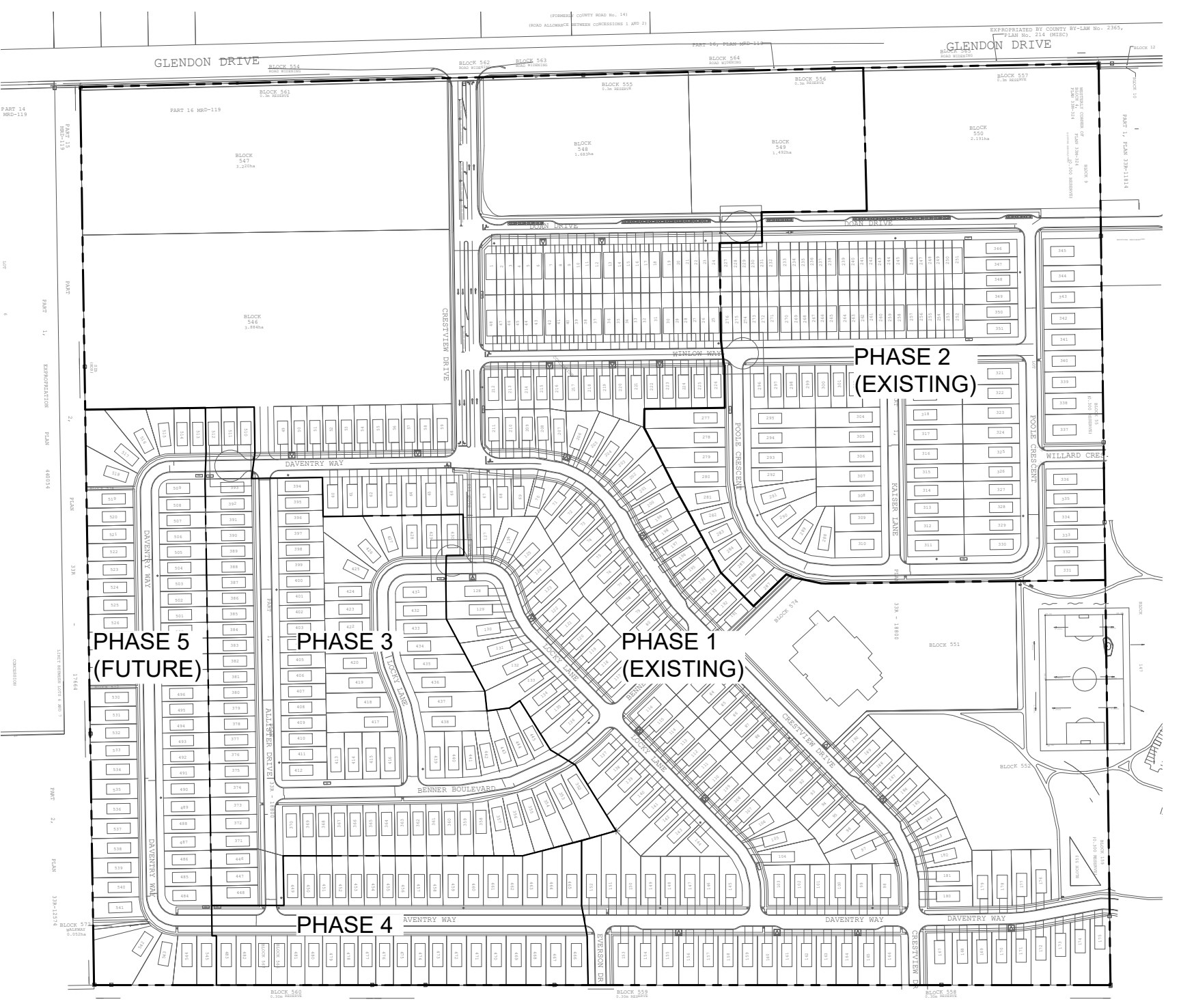
LIGHTING LEGEND	
SYMBOL	DESCRIPTION
	POLE LIGHT
	STREET LIGHTING PULL BOX/JUNCTION BOX
	POWER PEDESTAL
	DRAWING KEY NOTE
	TRANSFORMER



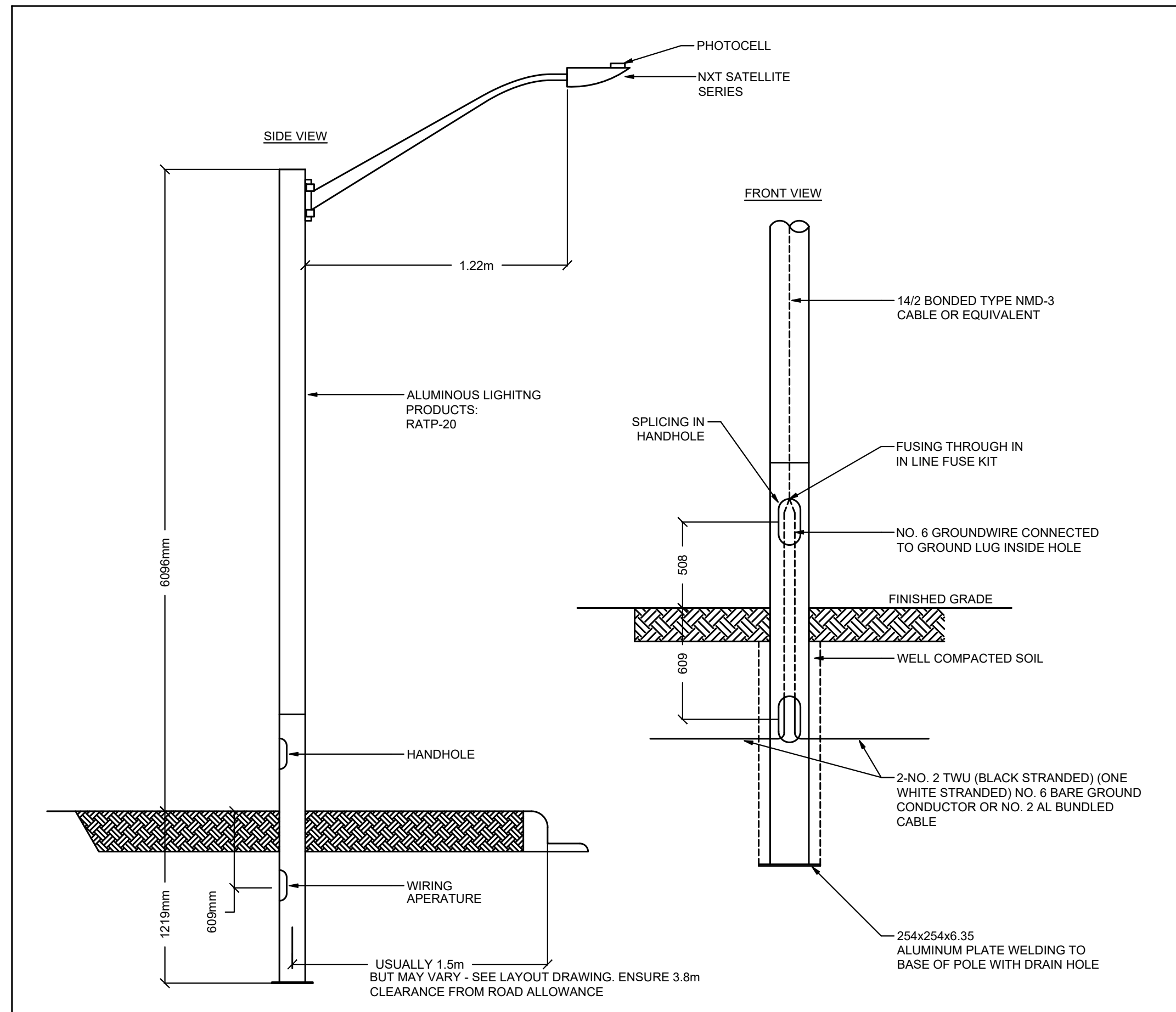
ROAD CROSSING DETAIL
SCALE: N.T.S



POLE LIGHTING CONNECTION DETAIL
SCALE: N.T.S



KEYPLAN
SCALE: 1:2500



STREET LIGHT POLE - DETAIL
SCALE: N.T.S

Callidus Engineering
We Make Buildings Work

1385 North Rutledge Park, Unit 9
London, ON N6H 5N5
P 519.472.7640

1471 John Counter Blvd, Unit 301
Kingston, ON K7M 8S8
P 613.900.0845

W www.callidus.ca E info@callidus.ca

KEYPLAN

REVISIONS

NO.	REVISIONS	DATE
00	ISSUED FOR CITY APPROVAL	22.02.04
01	REISSUED FOR CITY APPROVAL	22.05.09
02	REISSUED FOR CITY APPROVAL	22.05.27

NORTH

LICENSED PROFESSIONAL ENGINEER
Z. ABDULLA
100136781
22.05.27
PROVINCE OF ONTARIO

DESIGN	NW	DRAWN	AB
CHECKED	NW	REVIEWED	ZA

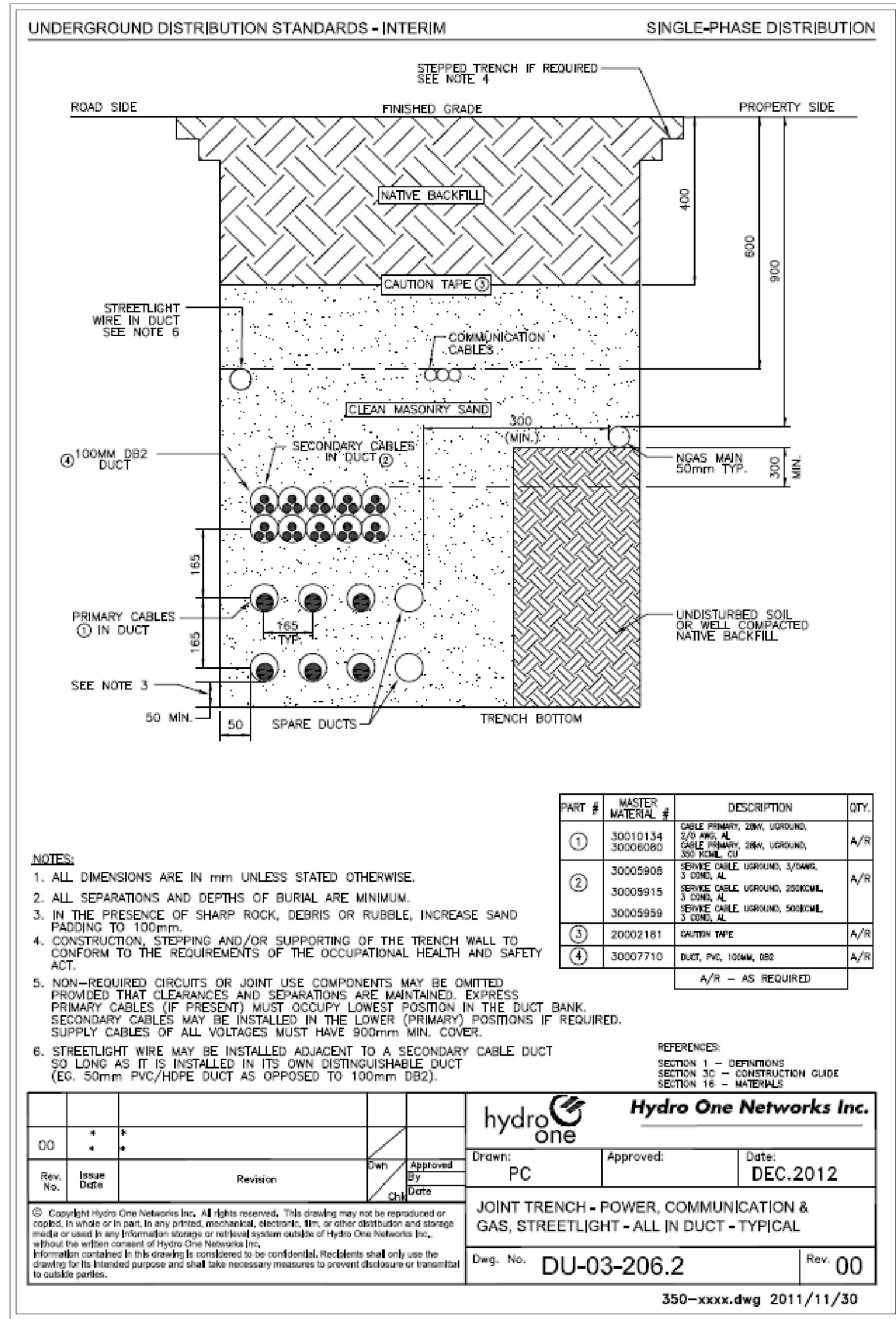
PROJECT
KILWORTH HEIGHT WEST (KWH) SUBDIVISION
STREETLIGHTING PH 3,4

ADDRESS
POOLE CRESCENT AND
WINLOW WAY, KILWORTH, ON

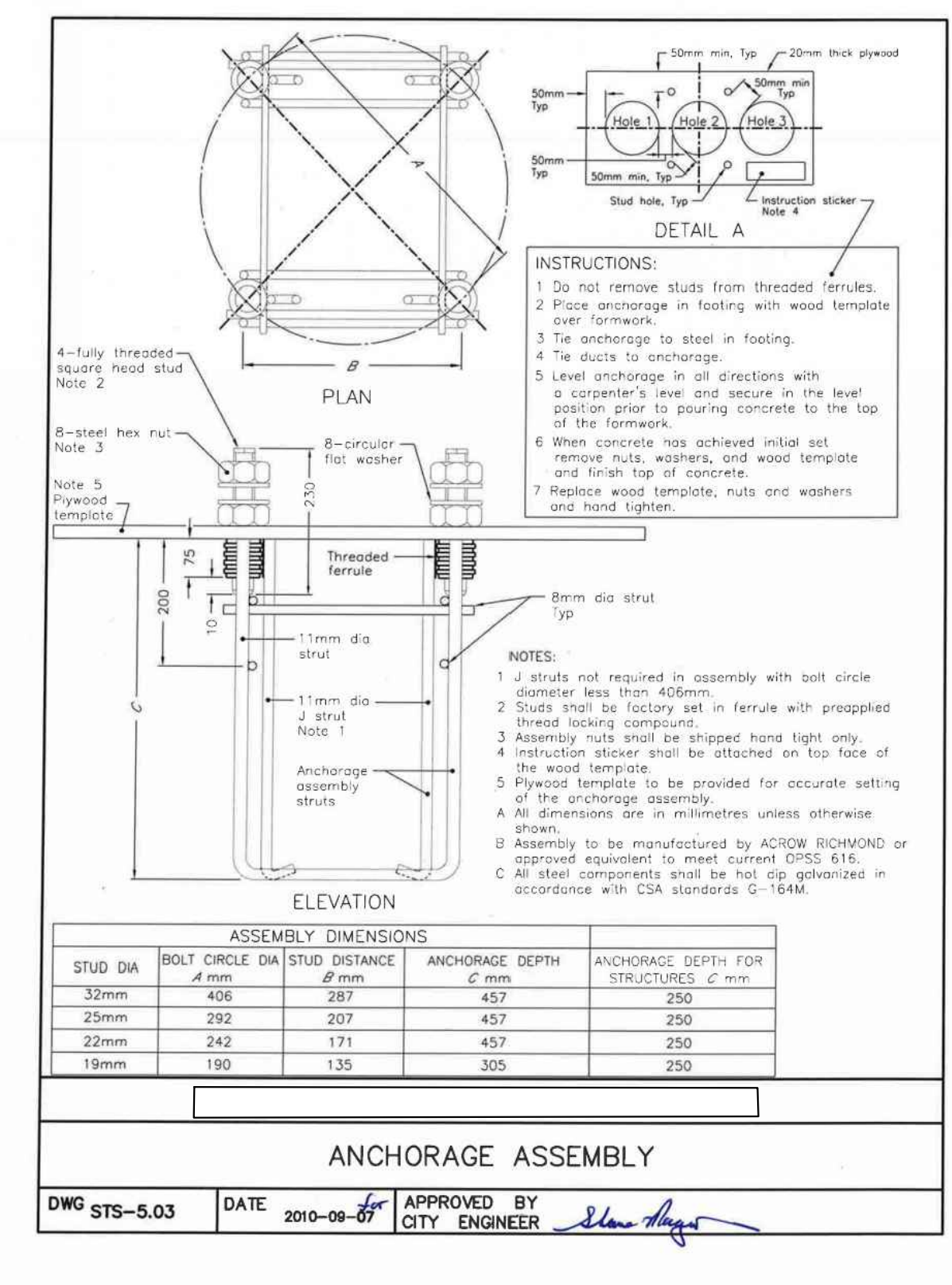
PROJECT NO.
CE-4505

DRAWING TITLE
ELECTRICAL LEGEND, DETAILS,
SCHEDULES AND
SPECIFICATIONS

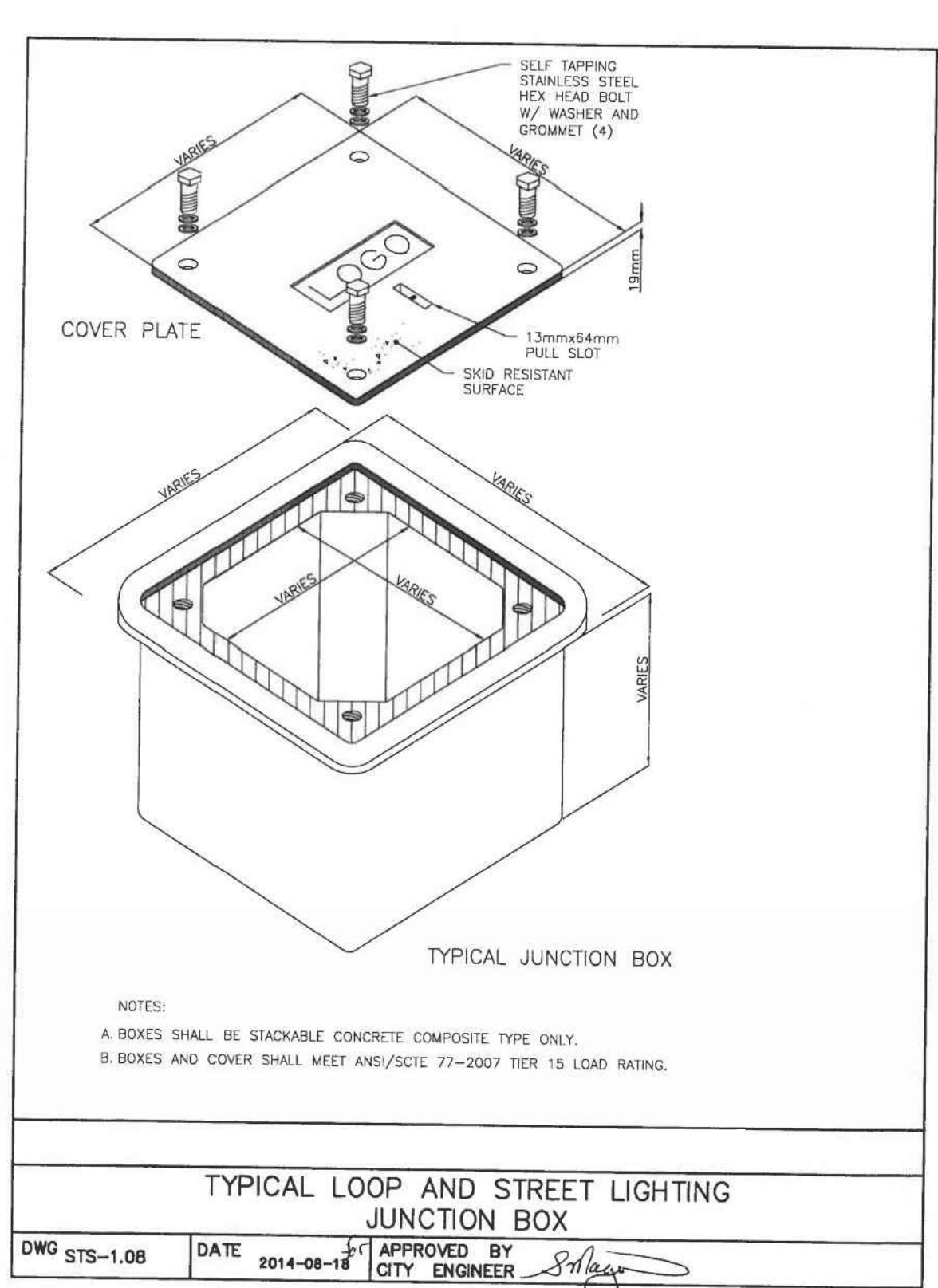
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E1 OF 4



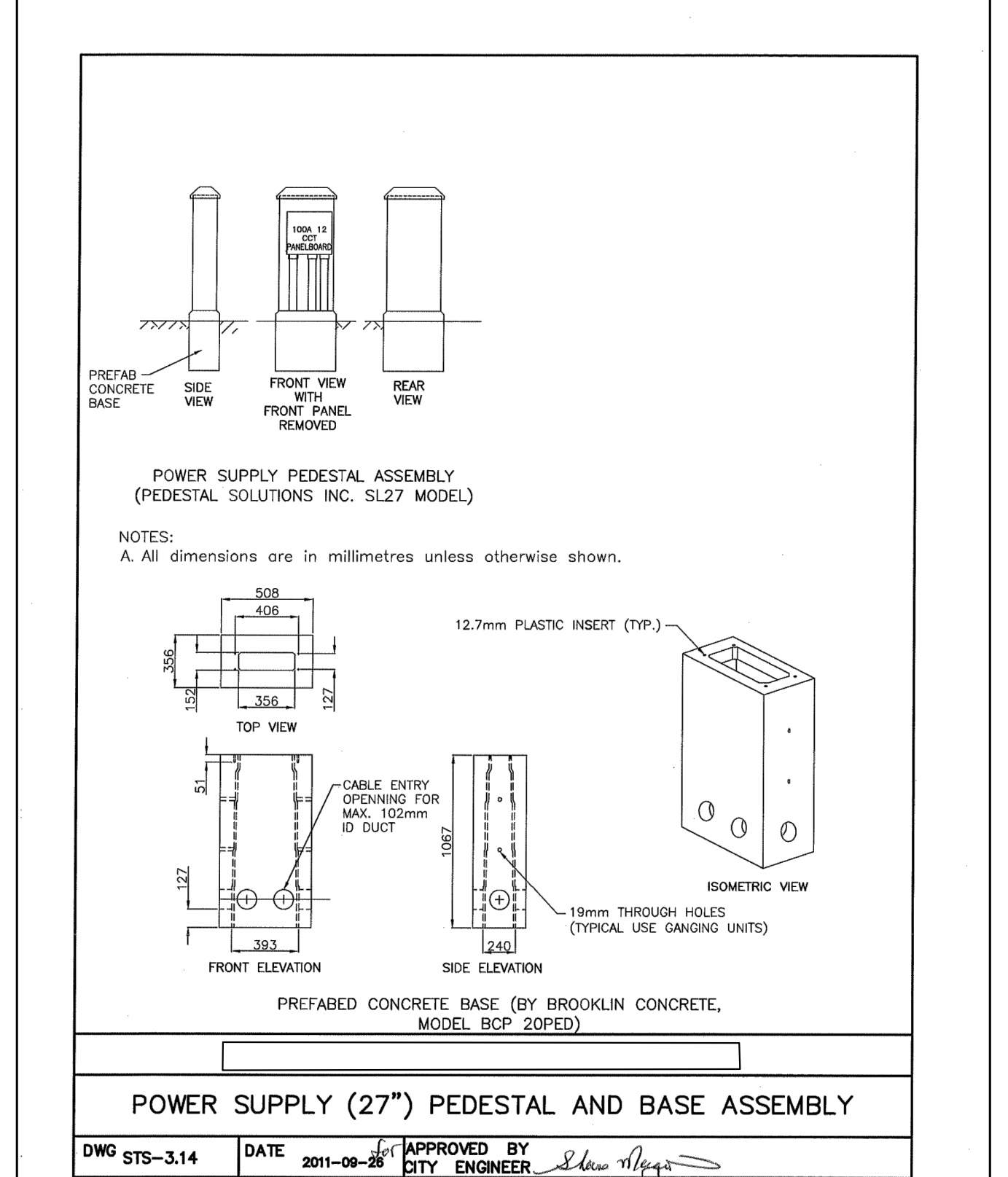
HYDRO ONE JOINT TRENCH DETAIL
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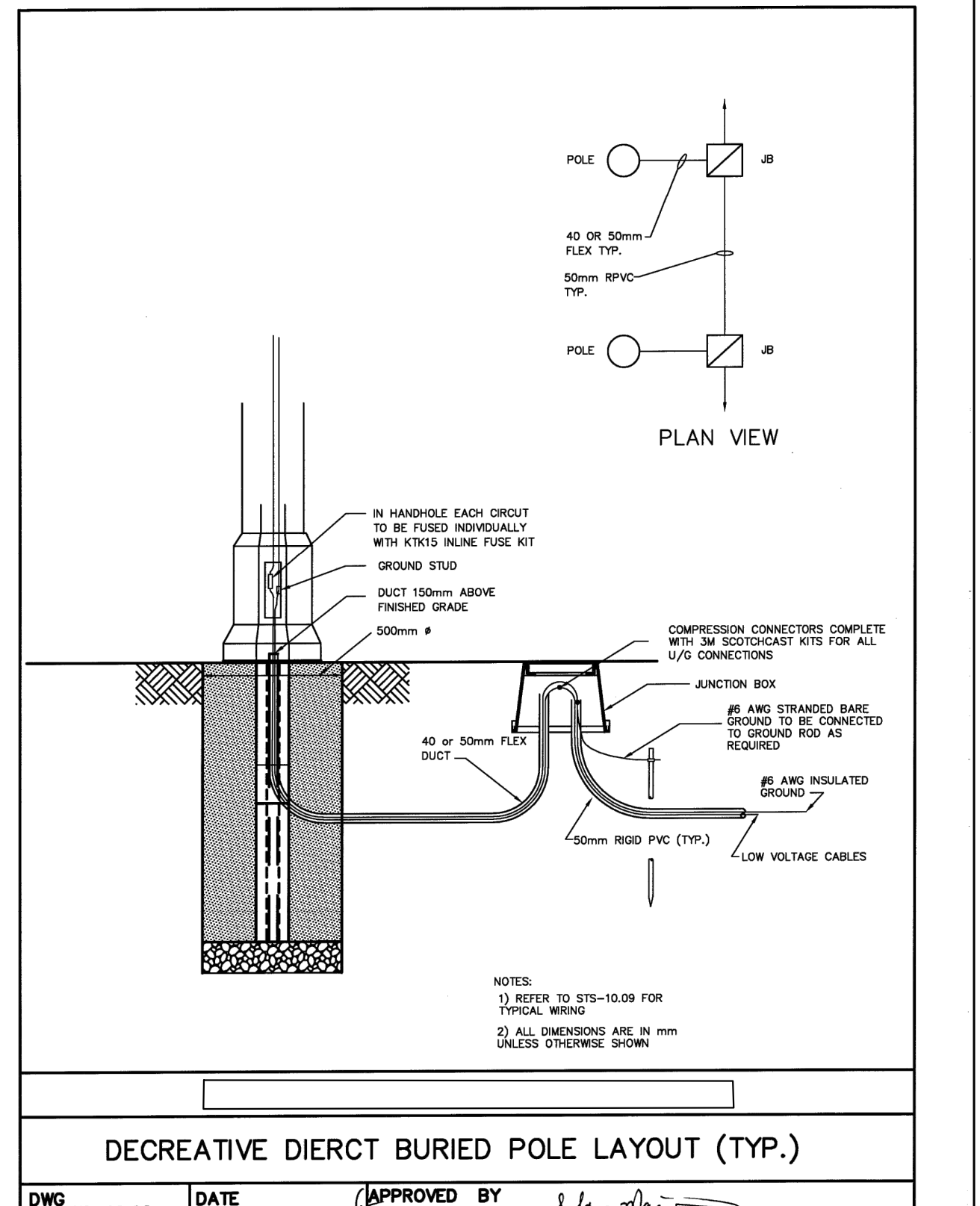
BASE MOUNTED POLE ANCHORAGE DETAIL
SCALE: N.T.S.



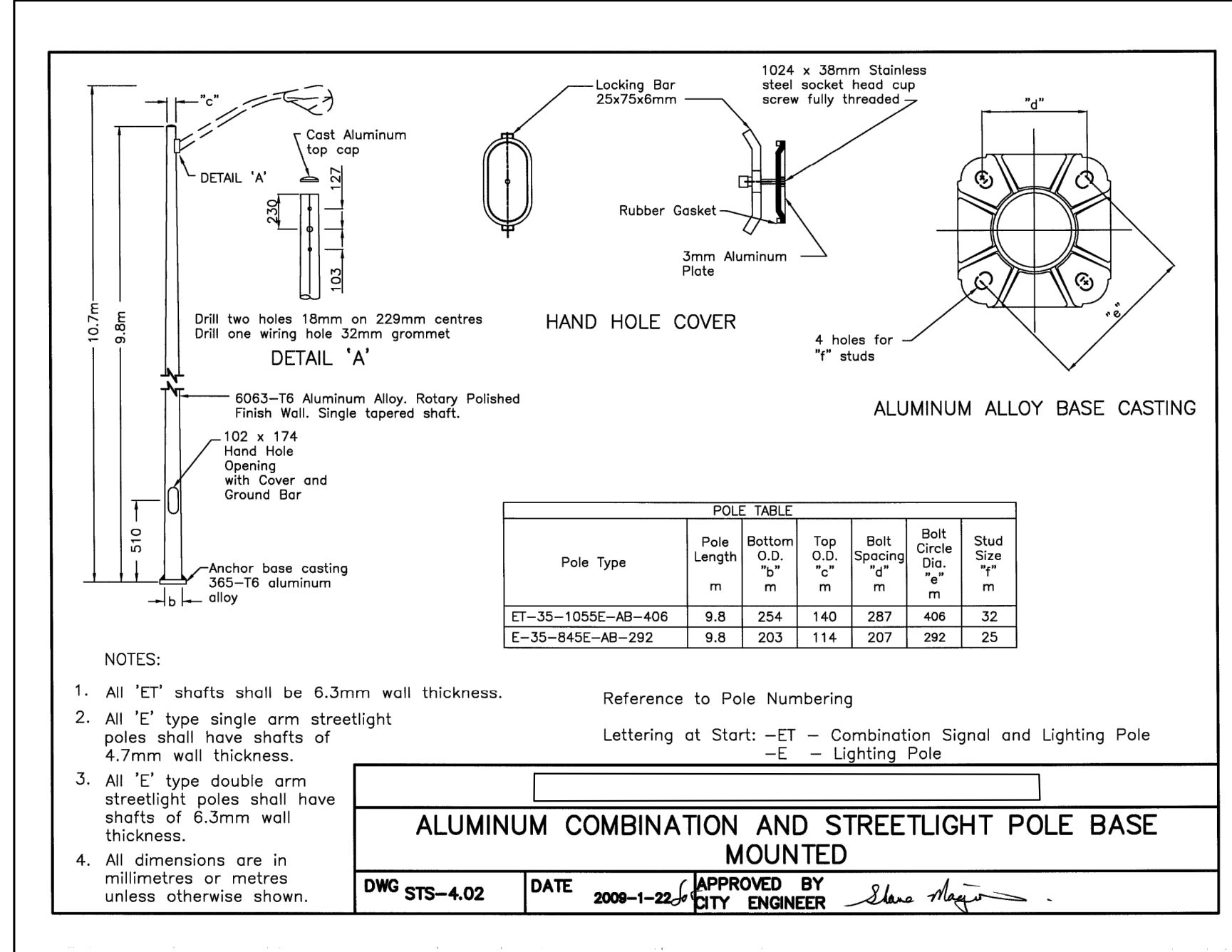
STREET LIGHTING JUNCTION BOX DETAIL
SCALE: N.T.S.



LIGHTING PEDESTAL DETAIL
SCALE: N.T.S.



DIRECT BURIED CONNECTIONS DETAIL
SCALE: N.T.S.



BASE MOUNTED POLE DETAIL
SCALE: N.T.S.

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DESIGN NW **DRAWN** AB
CHECKED NW **REVIEWED** ZA

NORTH

PROFESSIONAL ENGINEER
Z. ABDULLA
100136781
22.05.27
PROVINCE OF ONTARIO

PROJECT
KILWORTH HEIGHT WEST (KWH) SUBDIVISION
STREETLIGHTING PH 3,4

ADDRESS
POOLE CRESCENT AND
WINLOW WAY, KILWORTH, ON

PROJECT NO.
CE-4505

DRAWING TITLE
POWER DETAILS

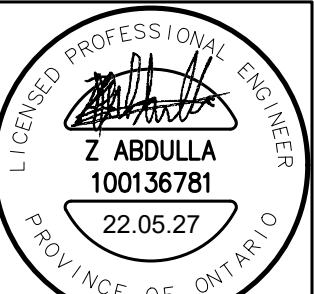
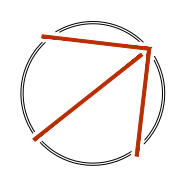
DRAWING NUMBER
E2 OF 4

KEYPLAN

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DESIGN	NW	DRAWN	AB
CHECKED	NW	REVIEWED	ZA

PROJECT

KILWORTH HEIGHT WEST (KWH) SUBDIVISION
STREETLIGHTING PH 3,4

ADDRESS

POOLE CRESCENT AND
WINLOW WAY, KILWORTH, ON

PROJECT NO.

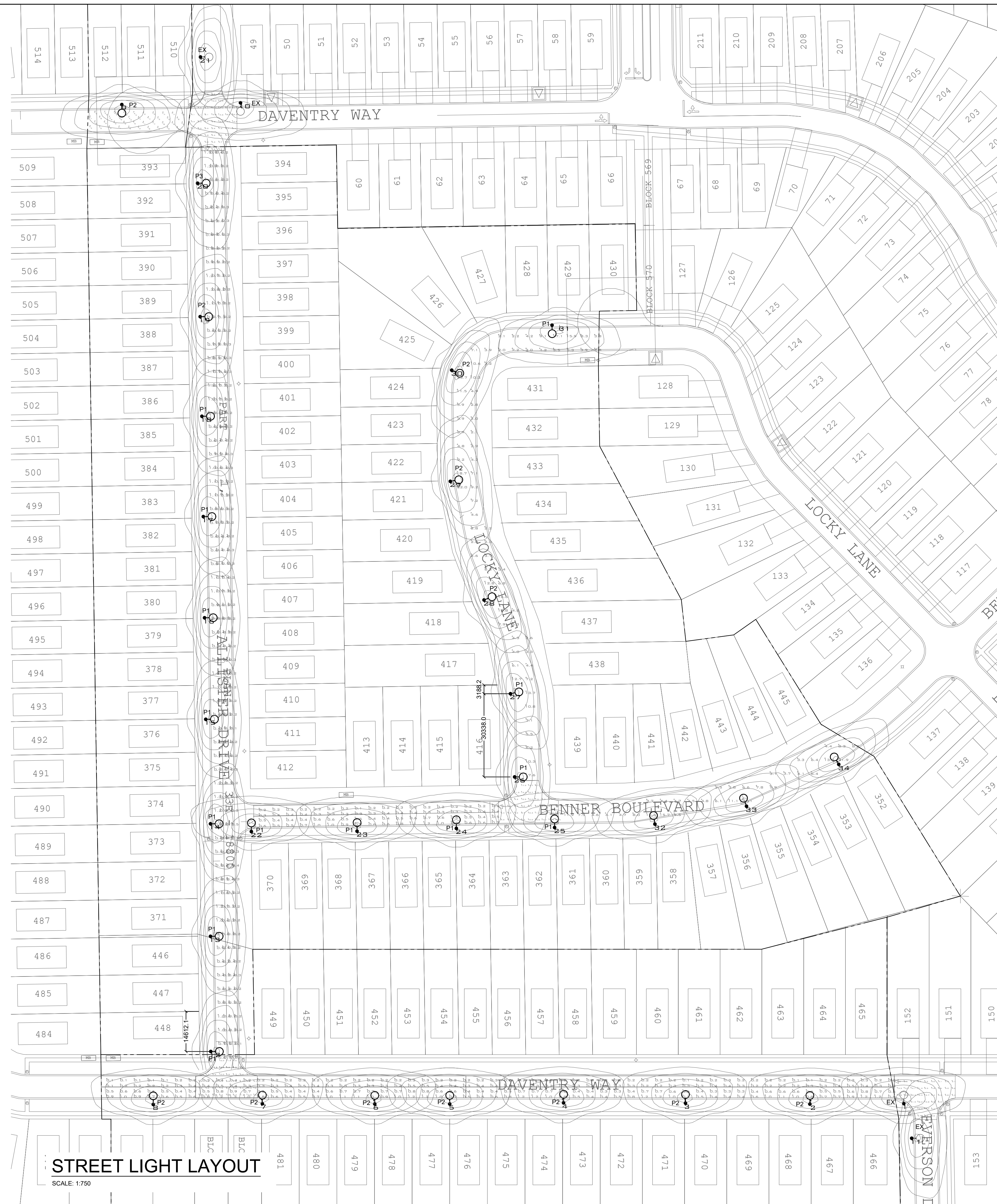
CE-4505

DRAWING TITLE

PHASE 3, 4 LIGHTING LAYOUT
AND PHOTOMETRICS

DRAWING NUMBER

E3 OF 4



LUMINAIRE SCHEDULE

SYMBOL	QTY	LABEL	ARRANGEMENT	LLF	LUMINAIRE WATTS	ARM
□ 1B		NXT-245-450MA-2ES-4000K	SINGLE	0.880	34.7	1.22
□ 3		NXT-245-700MA-2ES-4000K	SINGLE	0.880	53.8	1.22
□ 13		NXT-245-525MA-2ES-4000K	SINGLE	0.880	40.4	1.22

CALCULATION SUMMARY

LABEL	DAUGHTYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN	LV RATIO
ALLISTER DR N-B LUMINANCE	LUMINANCE	CD/SQ.M	0.3	0.7	0.1	2.9	7.0	N.A.
ALLISTER DR N-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	N.A.	N.A.	0.3
ALLISTER DR X BENNER BLVD	ILLUMINANCE	LUX	12.5	26.1	3.9	3.2	N.A.	N.A.
BENNER BLVD CONTG	ILLUMINANCE	LUX	7.6	21.9	2.5	3.1	8.8	N.A.
BENNER BLVD W-B LUMINANCE	LUMINANCE	CD/SQ.M	0.3	0.4	0.1	2.8	4.0	N.A.
BENNER BLVD W-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	N.A.	N.A.	0.4
BENNER BLVD X LOCKY LANE	ILLUMINANCE	LUX	9.2	20.6	3.6	2.6	N.A.	N.A.
DAVENTRY WAY W-B LUMINANCE	LUMINANCE	CD/SQ.M	0.3	0.5	0.1	2.7	5.0	N.A.
DAVENTRY WAY W-B VEIL LUM	VEILING LUMINANCE	CD/SQ.M	N.A.	N.A.	N.A.	N.A.	N.A.	0.4
DAVENTRY WAY X ALLISTER DR 1	ILLUMINANCE	LUX	8.0	18.3	2.9	2.8	N.A.	N.A.
DAVENTRY WAY X ALLISTER DR 2	ILLUMINANCE	LUX	8.7	26.6	2.9	3.0	N.A.	N.A.
DAVENTRY WAY X EVERSON DR	ILLUMINANCE	LUX	9.3	23.2	3.1	4.4	N.A.	N.A.
LOCKY LANE	ILLUMINANCE	LUX	6.9	23.7	2.0	3.5	11.9	N.A.

LUMINAIRE LOCATION SUMMARY

LUMNO	LABEL	INERTION POINT X	Y	Z	ORIENT	TILT
1	NXT-245-525MA-2ES-4000K	2383.768	43.883	6.7	90.001	0
2	NXT-245-525MA-2ES-4000K	2349.89	43.636	6.7	90.001	0
3	NXT-245-525MA-2ES-4000K	2304.018	44.033	6.7	90.001	0
4	NXT-245-525MA-2ES-4000K	2239.338	44.113	6.7	90.001	0
5	NXT-245-525MA-2ES-4000K	2218.188	43.715	6.7	90.001	0
6	NXT-245-525MA-2ES-4000K	2190.573	43.715	6.7	90.001	0
7	NXT-245-525MA-2ES-4000K	2143.637	43.998	6.7	90	0
8	NXT-245-525MA-2ES-4000K	2110.22	43.556	6.7	90	0
9	NXT-245-525MA-2ES-4000K	2098.746	408.085	6.7	270.885	0
10	NXT-245-700MA-2ES-4000K	2141.995	438.721	6.7	270	0
11	NXT-245-450MA-2ES-4000K	2386.668	31.223	6.7	0	0
12	NXT-245-450MA-2ES-4000K	2131.161	62.854	6.7	0.885	0
13	NXT-245-450MA-2ES-4000K	2131.054	104.847	6.7	0.885	0
14	NXT-245-450MA-2ES-4000K	2131.054	145.869	6.7	0	0
15	NXT-245-450MA-2ES-4000K	2129.337	183.966	6.7	0.885	0
16	NXT-245-450MA-2ES-4000K	2128.892	220.982	6.7	0.885	0
17	NXT-245-450MA-2ES-4000K	2128.447	257.871	6.7	0.885	0
18	NXT-245-450MA-2ES-4000K	2127.938	294.441	6.7	0.885	0
19	NXT-245-525MA-2ES-4000K	2127.303	330.757	6.7	0.885	0
20	NXT-245-700MA-2ES-4000K	2126.349	370.412	6.7	0.885	0
21	NXT-245-700MA-2ES-4000K	2127.409	425.433	6.7	0.885	0
22	NXT-245-450MA-2ES-4000K	2145.953	143.044	6.7	90	0
23	NXT-245-450MA-2ES-4000K	2184.495	143.171	6.7	90.885	0
24	NXT-245-450MA-2ES-4000K	2220.684	144.188	6.7	90.885	0
25	NXT-245-450MA-2ES-4000K	2256.492	144.506	6.7	90	0
26	NXT-245-450MA-2ES-4000K	2241.937	165.95	6.7	0.885	0
27	NXT-245-450MA-2ES-4000K	2240.337	193.288	6.7	11.531	0
28	NXT-245-525MA-2ES-4000K	2230.776	227.461	6.7	22.176	0
29	NXT-245-525MA-2ES-4000K	2218.494	270.723	6.7	9.709	5
30	NXT-245-525MA-2ES-4000K	2219.004	311.248	6.7	399.344	5
31	NXT-245-450MA-2ES-4000K	2238.774	327.674	6.7	270.885	5
32	NXT-245-450MA-2ES-4000K	2293.079	145.672	6.7	99.498	0
33	NXT-245-450MA-2ES-4000K	2326.389	152.19	6.7	107.74	0
34	NXT-245-450MA-2ES-4000K	2360.098	167.454	6.7	114.498	0

KILWORTH HEIGHTS WEST PHASE 3 - 4 RESULTS

RP-8-18 LOCAL - LOW ROADWAY GUIDELINES
AVG ILLUMINANCE: >= 0.3CD/M² - 4.5 LUX
AVG MIN UNIFORMITY: <= 6:1
MAX MIN UNIFORMITY: <= 10:1
LV RATIO: <= 0.4

LOCAL/LOCAL - LOW INTERSECTION GUIDELINES
AVERAGE ILLUMINANCE: >= 8 LUX
AVG MIN UNIFORMITY: <= 6:1

COMMENTS

- ALLISTER DR MEETS RP-8-18 LOCAL LOW CLASSIFICATION
- BENNER BLVD MEETS RP-8-18 LOCAL LOW CLASSIFICATION
- DAVENTRY WAY MEETS RP-8-18 LOCAL LOW CLASSIFICATION
- LOCKY LANE MEETS RP-8-18 AVERAGE ILLUMINANCE, AVG/MIN UNIFORMITY AND LV RATIO LOCAL LOW CLASSIFICATION. DOES NOT MEET MAX MIN UNIFORMITY (APPROACHES WITHIN 1.9 RATIO)
- DAVENTRY WAY X EVERSON BLVD MEETS RP-8-18 LOCAL LOW INTERSECTION CLASSIFICATION
- DAVENTRY WAY X ALLISTER DR 1 MEETS RP-8-18 LOCAL LOW INTERSECTION CLASSIFICATION
- DAVENTRY WAY X ALLISTER DR 2 MEETS RP-8-18 LOCAL LOW INTERSECTION CLASSIFICATION
- ALLISTER DR X BENNER BLVD MEETS RP-8-18 LOCAL LOW INTERSECTION CLASSIFICATION
- BENNY BLVD X LOCKY LANE MEETS RP-8-18 LOCAL LOW INTERSECTION CLASSIFICATION

STREET LIGHT LAYOUT

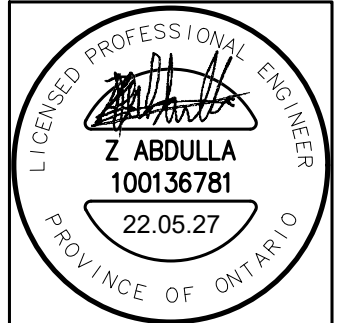
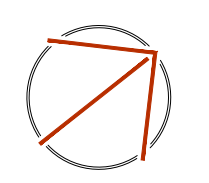
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KEYPLAN

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02	REISSUED FOR CITY APPROVAL	22.05.27

NORTH



DESIGN	NW	DRAWN	AB
CHECKED	NW	REVIEWED	ZA

PROJECT

KILWORTH HEIGHT WEST (KWH) SUBDIVISION
STREETLIGHTING PH 3,4

ADDRESS

POOLE CRESCENT AND WINLOW WAY, KILWORTH, ON

PROJECT NO.

CE-4505

DRAWING TITLE

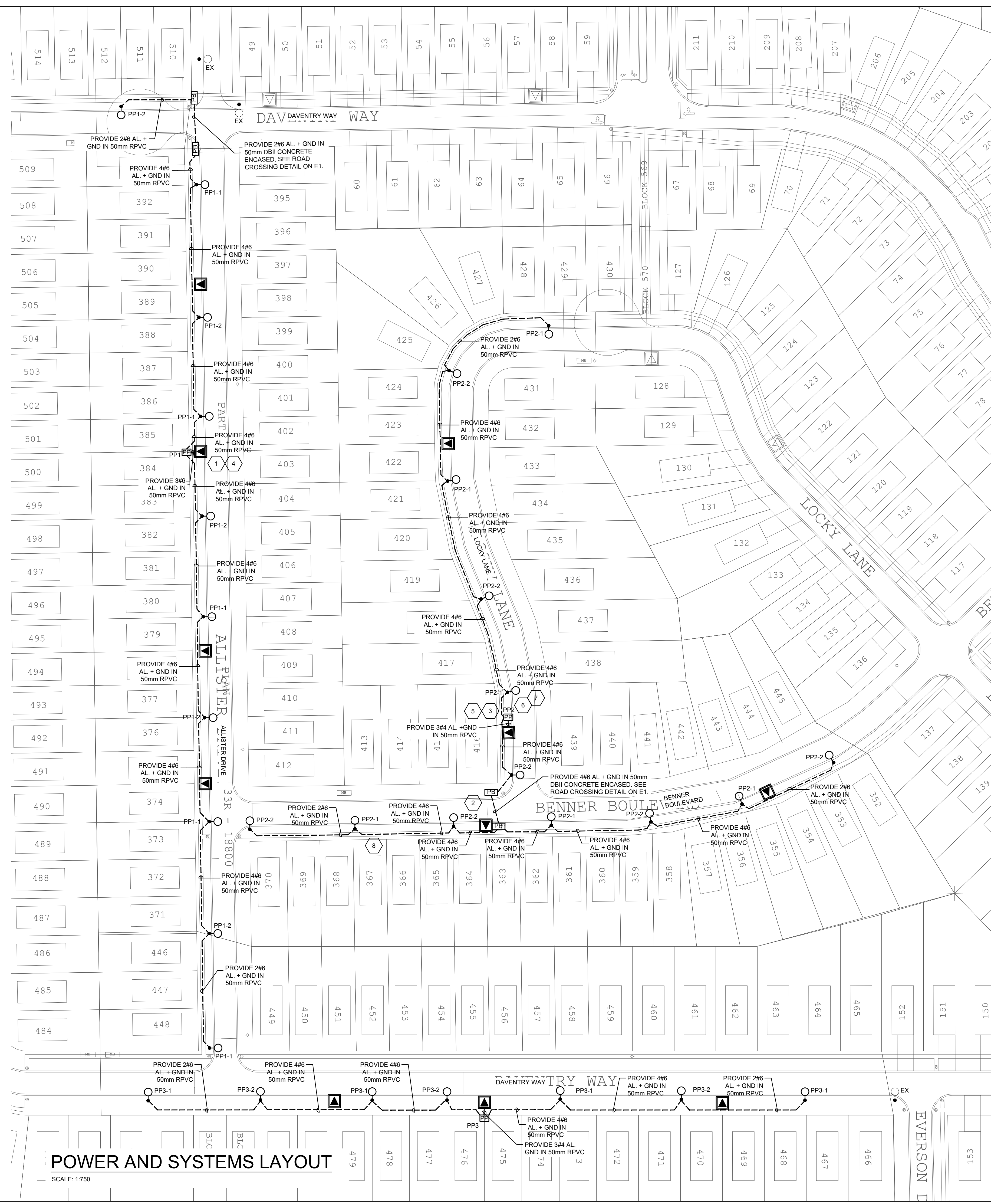
STREETLIGHT POWER LAYOUT

DRAWING NUMBER

E4 OF 4

DRAWING NOTES:
(SHOWN AS HEXAGONS) - APPLICABLE TO ALL LAYOUTS

- LOCATION OF PAD MOUNTED TRANSFORMER. PROVIDED BY HYDRO ONE. COORDINATE WITH UTILITY FOR EXACT LOCATIONS. TYPICAL OF 15.
 - PROVIDE UNDERGROUND PULLBOX/JUNCTION BOX AT ROAD CROSSINGS. COORDINATE EXACT LOCATION OF BOX WITH HYDRO ONE PRIOR TO INSTALLATION. REFER TO THE MIDDLESEX CENTER TRAFFIC SIGNAL AND STREET LIGHTING STANDARDS STS-1.08 (ATTACHED - SEE E13).
 - LOCATION OF POWER PEDESTAL. POWER PEDESTAL TO BE EQUAL TO PEDESTAL SOLUTIONS INC. CAT# SL27. SERVICE ENTRANCE RATED C/W.
 - 1-2P/60A MAIN BREAKER SERVICE ENTRANCE RATED
 - 4-1P/20A BRANCH CIRCUIT BREAKERS
 - 100A METER BASE TO HYDRO ONE REQUIREMENTS
- REFERENCE MIDDLESEX CENTER TRAFFIC SIGNAL AND STREET LIGHT STANDARDS DRAWINGS
- COORDINATE ENTIRE INSTALLATION WITH HYDRO ONE. EXACT LOCATIONS OF TRANSFORMERS TO BE DETERMINED WITH HYDRO ONE. TYPICAL OF ALL HYDRO EQUIPMENT.
 - ALL PEDESTALS TO BE INSTALLED AS CLOSE AS POSSIBLE TO THE STREET LIGHT POLE BETWEEN THE SIDEWALK AND THE POLE OR BETWEEN THE POLE AND THE PROPERTY LINE FRONTAGE IF THERE IS NO SIDEWALK. PEDESTAL TO BE INSTALLED WITH THE ACCESS DOOR FACING THE SIDEWALK OR PROPERTY LINE FRONTAGE SO THE CONTRACTORS CAN OPEN THE DOOR WHILE FACING THE STREET FOR ONCOMING TRAFFIC.
- ENSURE MINIMUM CLEARANCES FROM TRANSFORMER ARE MAINTAINED AS PER HYDRO ONE REQUIREMENTS. 1m MINIMUM CLEARANCE FROM CONCRETE PAD ON ALL SIDES, 2.5m MINIMUM CLEARANCE FROM CONCRETE PAD ON ALL SIDES WITH AN ACCESS DOOR
- ALL STREET LIGHT POLES TO BE INSTALLED SO THAT THE ACCESS COVER OF THE POLE IS POSITIONED SO THAT THE CONTRACTOR CAN REMOVE THE COVER AND VIEW THE ONCOMING NEAR SIDE TRAFFIC.
- ENSURE MINIMUM CLEARANCES FROM TRANSFORMERS ARE MAINTAINED TO HYDRO ONE REQUIREMENTS AS DESCRIBED ABOVE.
- WALKWAY LIGHTS TO BE A MAXIMUM OF 1m AWAY FROM FENCE LINE WITHIN WALKWAY AS PER MIDDLESEX CENTER STANDARDS.
 - PROVIDE FOR REPAIR OF EXISTING DRIVEWAYS AND SIDEWALKS DAMAGED BY INSTALLATION. COORDINATE REQUIREMENTS WITH THE MIDDLESEX CENTER.



POWER AND SYSTEMS LAYOUT

SCALE: 1:750

NOTE:
This Landscape design is preliminary and is to be finalized prior to planting based on a final surface features plan.

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This drawing is not to be used for construction unless stamped and signed by the Landscape Architect.
The position of pole lines, conduits, watermain, sewers and other underground and above ground utilities and structures is not necessarily shown on the contract drawings, and where shown, the accuracy of the position is not guaranteed. Before starting work, the Contractor shall determine the exact location of all such utilities and structures and shall assume all liability for damage to them.

LEGEND:
PLANT KEY
PROPOSED DECIDUOUS TREE
CONCEPT DRIVEWAY

REVISION	BY	APPD	MM.DD.YY.
REV 002- ISSUED FOR REVIEW	AKB		06.13.22
REV 001- ISSUED FOR REVIEW	AKB		01.10.22
ISSUED			



PROJECT/CLIENT:
KILWORTH HEIGHTS
Phase 3 and 4
Middlesex Center, Ontario

TITLE:
PRELIMINARY LANDSCAPE PLAN



DATE: JUN 13, 2022 **SCALE:** 1:750 metric
PROJECT NO.: KILWORTH **DRAWING NO.:** L1
DESIGN BY: AKB **DRAWN BY:** AKB **CHECKED BY:**
SHEET NO.: 1 of 2 **REV. NO.:** 1



PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	CAL. (mm)	HT. (cm)	ROOT	COMMENTS
Deciduous Trees							
Ac	29	Amelanchier canadensis	serviceberry	45		W.B.	straight trunk, full crown
Ar	15	Acer rubrum 'October Glory'	October Glory red maple	45		W.B.	straight trunk, full crown
Ck	23	Cladrastis kentukea	yellowwood	45		W.B.	use local seed source/stock
Co	19	Celtis occidentalis	hackberry	45		W.B.	full branching, single leader
Gd	17	Gleditsia triacanthos	Shademaker honeylocust	45		W.B.	straight trunk, full crown
Gt	11	Gymnocladus dioica	Kentucky coffeetree	50		W.B.	straight trunk, full crown
Lt	14	Liriodendron tulipifera	tulip tree	45		W.B.	straight trunk, full crown
Md	17	Malus 'Donald Wyman'	Donald Wyman crabapple	45		W.B.	straight trunk, full crown
Qm	12	Quercus macrocarpa	bur oak	50		W.B.	straight trunk, full crown
TOTAL	157						

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TIME CONSTRAINTS FOR PLANTING

BALLED AND BURLAPPED OR CONTAINER GROWN PLANTS - SPRING FROST FREE CONDITIONS TO NOVEMBER 15.

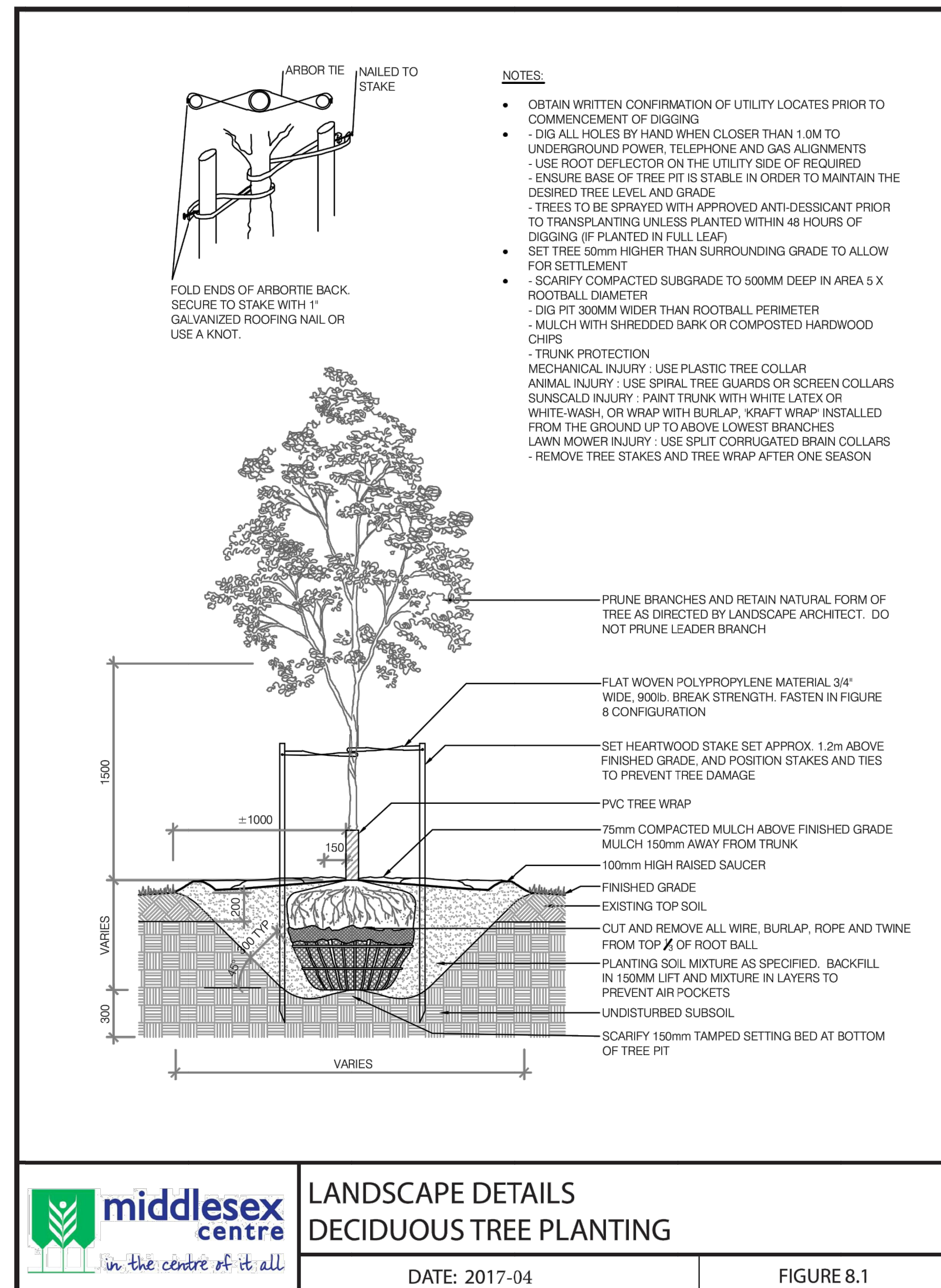
THE CONTRACTOR MAY, AT NO ADDITIONAL COST, SUBSTITUTE CONTAINER GROWN OR BALLED AND BURLAPPED PLANT MATERIAL OF THE SAME SPECIES AND VARIETY IN ORDER TO EXTEND THE PLANTING TIME PERIOD FOR BARE ROOT PLANTS.

PLANTING STOCK FOR THE FOLLOWING SPECIES MUST BE SPRING DUG ONLY: ACER RUBRUM, SALIX SPECIES, QUERCUS SPECIES, POPULUS SPECIES, PRUNUS SPECIES.

EMERGENT PLUGS AND SUBMERGENT PLUGS ARE TO BE PLANTED FROM EARLY SPRING TO LATE JUNE ONLY.

GENERAL NOTES

1. ALL PLANT MATERIALS SHALL BE #1 NURSERY STOCK MEETING CANADIAN STANDARDS.
2. STAKE ALL DECIDUOUS TREES.
3. DIG ALL TREE PITS 500.0MM LARGER ALL AROUND THAN THE ROOT BALL AND PLACE TREE CANTERED IN PIT ON UNDISTURBED SOIL. BACKFILL WITH PARENT MATERIAL AND REPLACE DEBRIS (EG. BRICK, DRYWALL, ETC) WITH SCREENED TOPSOIL.
4. FOR GRADING AND DRAINAGE, SEE ENGINEERING PLANS.
5. SPECIFIC TREE LOCATIONS FOR EACH LOT ARE TO BE DETERMINED BY TREE PLANTING GUIDELINES SET BY MIDDLESEX CENTRE ENVIRONMENTAL SERVICES DEPARTMENT AND AS SHOWN ON LOT GRADING CERTIFICATION PLANS.
6. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTES.
7. ALL PLANT MATERIALS TO BE GUARANTEED FOR TWO GROWING SEASONS FROM THE DATE OF PROVISIONAL ACCEPTANCE.
8. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE CONSTRUCTION SITE SHALL BE LOCATED AND MARKED. ANY UTILITIES DAMAGED OR DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF MIDDLESEX CENTRE AT THE CONTRACTOR'S EXPENSE.
9. PLANT MATERIALS TO BE INSTALLED AS SHOWN: SUBSTITUTIONS ALLOWED ONLY AFTER CONSULTATION WITH THE LANDSCAPE CONSULTANT AND MIDDLESEX CENTRE.
10. TOPSOIL PROVIDED TO MATCH PREDOMINANT SOIL TYPE IN THE AREA.



GENERAL PLANTING NOTES

1. IF DISCREPANCIES IN THE PLANT QUANTITIES EXIST, THEN THE PLANTING PLANS SHALL OVER-RIDE THE PLANT LIST.

STOCK

1. ALL PLANT MATERIAL SHALL COMPLY WITH THE "CANADIAN STANDARDS FOR NURSERY STOCK". PLANT MATERIAL SHALL BE STRUCTURALLY SOUND, WELL FURNISHED WITH FOLIAGE, SHOWING VIGOROUS GROWTH AND FORMATION OF SHOOTS, AND BE FREE FROM BLIGHT AND DISEASE OF ANY DESCRIPTION. LINING OUT STOCK THAT IS CUT BACK TO MEET SIZE REQUIREMENTS WILL NOT BE ACCEPTED. ANY SUBSTITUTIONS AS TO VARIETY OR GRADE MUST BE ACCEPTED BY LANDSCAPE ARCHITECT.

2. ALL PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED BY LABELS INDICATING SPECIES, SIZE AND SUPPLIER. CONTAINER GROWN PLANT MATERIAL MUST BE GROWN IN THE SAME CONTAINER FOR A MINIMUM PERIOD OF 6 MONTHS, AND SHOULD NOT BE POT-BOUND, OR ROOT-BOUND.

3. PLANT MATERIAL SHALL NOT BE COLLECTED OR DUG FROM NATIVE STANDS OR ESTABLISHED WOODLOTS.

SITE PREPARATION

1. SOILS SHALL BE FERTILE, FRIABLE, STONE-FREE AND NOT IN A FROZEN OR MUDDY CONDITION AT GRADING AND PLANTING.

PLANTING

1. PLANT MATERIAL SHALL BE SET PLUMB IN THE CENTRE OF THE PIT AND IN A VERTICAL POSITION IN THE SAME RELATION TO GRADE AS ORIGINALLY GROWN. TREES AND SHRUBS SHALL BE PLANTED AT THE SAME DEPTH AS ORIGINALLY GROWN, SO THAT THE COLLAR IS SLIGHTLY ABOVE GRADE.

2. BONEMEAL SHALL BE ADDED TO EACH PLANTING HOLE FOR ALL TREES AND SHRUBS. QUANTITY OF BONEMEAL USED SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS, AND ALL EMPTY BONEMEAL CONTAINERS ARE TO BE PROVIDED TO THE CONTRACT ADMINISTRATOR FOLLOWING PLANTING FOR VERIFICATION.

3. THE POTTED HERBACEOUS VEGETATION SHALL BE REMOVED FROM THE POT TOGETHER WITH THE POTTING SOIL AND PLACED FIRMLY INTO THE NATIVE SOIL AT THE LOCATION INDICATED ON THE PLAN. ROOT RHIZOME, OR TUBER SHALL BE BURIED TO THE SAME DEPTH AS THE NATURAL STATE OF THE PLANT.

4. BURLAP AND TIES SHALL BE REMOVED FROM THE TOP OF THE ROOTBALL. IF PRESSURE TREATED BURLAP HAS BEEN USED, MAKE A NUMBER OF CUTS IN THE BURLAP ON THE SIDES AND BOTTOM OF THE ROOTBALL TO ALLOW FOR BETTER DRAINAGE. FIBRE POTS SHALL BE REMOVED BY CUTTING THE LOT AND FOLDING IT BACK FROM THE ROOT MASS.

5. THE PLANTING PIT SHALL BE BACKFILLED WITH NATIVE SOIL IN LAYERS 150 MM DEEP, FIRMLY TAMPED INTO PLACE.

6. TREES SHALL BE PRUNED AND DEAD/BROKEN BRANCHES REMOVED IN ACCORDANCE WITH GOOD ARBORICULTURAL PRACTICES.

7. PLANT MATERIAL SHALL BE THOROUGHLY WATERED AT THE TIME OF PLANTING.

8. INSTALL 600 MM HGT. VINYL RODENT PROTECTION AROUND THE BASE OF ALL TREES. ALL SHRUBS ARE TO BE SPRAYED WITH "SKOOT" OR APPROVED EQUIVALENT IN LATE FALL.

9. ALL OF THE PLANTINGS SHALL BE MULCHED TO A DEPTH OF 100MM WITH INDIVIDUAL SAUCERS OR IN CONTINUOUSLY MULCHED BEDS AS SHOWN, IMMEDIATELY AFTER PLANTING AND WATERING. SHRUBS ARE TO BE PLANTED IN CONTINUOUSLY MULCHED BEDS.

10. TREES (>2000 MM HT.) SHALL BE PROPERLY STAKED (SEE DIAGRAMS) IMMEDIATELY FOLLOWING PLANTING.

11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING.

12. NO PLANTS ARE TO BE INSTALLED WHERE WATER PERMANENTLY FLOODS THE ROOT ZONE, UNLESS THEY ARE SPECIFIED AS AQUATIC PLANTS.

13. ALL PLANTINGS ARE TO BE LOCATED 3.0M MINIMUM FROM UTILITIES, AND 4.0M MINIMUM FROM DRAINAGE STRUCTURES, DITCHES AND SWALES, UNLESS OTHERWISE NOTED.

14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO APPLY WEED AND GRASS CONTROL IN THE PLANTING BED AREAS AS REQUIRED.

MAINTENANCE

1. ALL TREES AND SHRUBS PLANTED SHALL BE UNDER WARRANTY FOR A PERIOD OF 24 MONTHS COMMENCING ON THE DATE OF ACCEPTANCE. ALL REPLACEMENT PLANT MATERIAL SHALL BE OF THE SAME QUALITY AND REQUIREMENTS PRESCRIBED FOR THE ORIGINAL MATERIAL. PLANTS WHICH HAVE DIED DURING THE PERIOD OF WARRANTY SHALL BE REPLACED AT NO COST TO THE OWNER AS SOON AS POSSIBLE CONSISTENT WITH THE ALLOWABLE PLANTING SEASON. DEAD PLANT MATERIAL REPLACED UNDER WARRANTY SHALL BE REMOVED FROM THE CONTRACT SITE AT THE CONTRACTOR'S EXPENSE. PLANT MATERIAL REPLACED UNDER WARRANTY SHALL CONFORM TO ALL SPECIFICATIONS OF THE ORIGINAL CONTRACT INCLUDING THE WARRANTY FROM THE DATE OF REPLACEMENT PLANTING.

2. THE CONTRACTOR SHALL PROVIDE MAINTENANCE IMMEDIATELY AFTER THE PLANTS ARE INSTALLED AND CONTINUE THROUGHOUT THE ENTIRE WARRANTY PERIOD. MAINTENANCE REQUIREMENTS SHALL INCLUDE ALL PROCEDURES CONSISTENT WITH PROPER HORTICULTURAL PRACTICES TO ENSURE NORMAL, VIGOROUS AND HEALTHY GROWTH OF ALL MATERIAL PLANTED INCLUDING THE SEED. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

A) CULTIVATION AND WEED CONTROL OF PLANTING BEDS AND TREE PITS.

B) WATER A MINIMUM OF ONCE A WEEK FOR THE FIRST FOUR WEEKS, WHEN REQUIRED THEREAFTER AND IN SUFFICIENT QUANTITIES TO SATURATE THE ROOT SYSTEM AND TO ENSURE SUFFICIENT MOISTURE FOR VIGOROUS PLANT MATERIAL GROWTH. ENSURE ADEQUATE MOISTURE IN THE ROOTBALL AT TIME OF FIRST FROST.

C) PRUNING, INCLUDING THE REMOVAL AND DISPOSAL OF DEAD OR BROKEN BRANCHES.

D) DISEASE, INSECT AND PEST CONTROL

ALL PLANTED AREAS SHALL BE REGULARLY INSPECTED FOR PESTS AND DISEASES AND AT LEAST EVERY VISIT DURING THE GROWING SEASON. THE PRINCIPLES AND METHODS OF INTEGRATED PEST MANAGEMENT (IPM) AND PLANT HEALTH CARE (PHC) SHOULD BE APPLIED IN CONTROLLING PESTS AND DISEASES.

TREATMENT FOR PESTS OR DISEASES SHALL BE CARRIED OUT AT THE PROPER BIOLOGICAL STAGE OR PHASE FOR MAXIMUM EFFECTIVENESS. THE METHODS USED SHOULD EMPLOY A COMBINATION OF PHYSICAL, CULTURAL, BIOLOGICAL AND CHEMICAL METHODS CHOSEN FOR THE SAFEST AND MOST EFFECTIVE CONTROL OF PESTS AND DISEASES.

PESTICIDES SHALL NOT BE USED.

E) KEEP ALL ACCESSORIES IN GOOD CONDITION AND PROPERLY ADJUSTED. REPAIR OR REPLACE ACCESSORIES AS REQUIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.

F) WINTER PROTECTION OF CONIFERS MAY INCLUDE TYING UP BRANCHES TO PREVENT WINTER BREAKAGE (IN THE CASE OF SOME JUNIPERS).

G) ALL PLANTS VULNERABLE TO RODENT OR RABBIT DAMAGE ARE TO BE SPRAYED IN THE VULNERABLE AREAS WITH 'SKOOT' IN LATE FALL, AS PER MANUFACTURER'S DIRECTIONS.

H) ALL STAKES, WIRE AND HOSE SHOULD BE REMOVED FROM TREES AFTER ONE YEAR. IF NECESSARY, SOME TREES MAY REQUIRE STAKING FOR AN ADDITIONAL YEAR, AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.

3. AT THE TIME OF FINAL WARRANTY ACCEPTANCE, ALL MATERIAL MUST BE IN A HEALTHY AND VIGOROUS CONDITION. BEDS AND TREE PITS MUST BE FRESHLY CULTIVATED AND FREE OF WEEDS, RUBBISH AND DEBRIS. ALL STAKES, WIRES, HOSE AND OTHER ACCESSORIES MUST BE REMOVED UPON FINAL ACCEPTANCE.

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LEGEND:



PROJECT/CLIENT:

KILWORTH HEIGHTS
Phase 3 and 4
Middlesex Center, Ontario

TITLE:

PRELIMINARY LANDSCAPE
DETAILS & NOTES

STAMP:



DATE: JUN. 13, 2022 SCALE: AS SHOWN

PROJECT NO: KILWORTH

DRAWING NO. AKB AKB

DESIGN BY DRAWN BY CHECKED BY

SHEET NO. 2 of 2

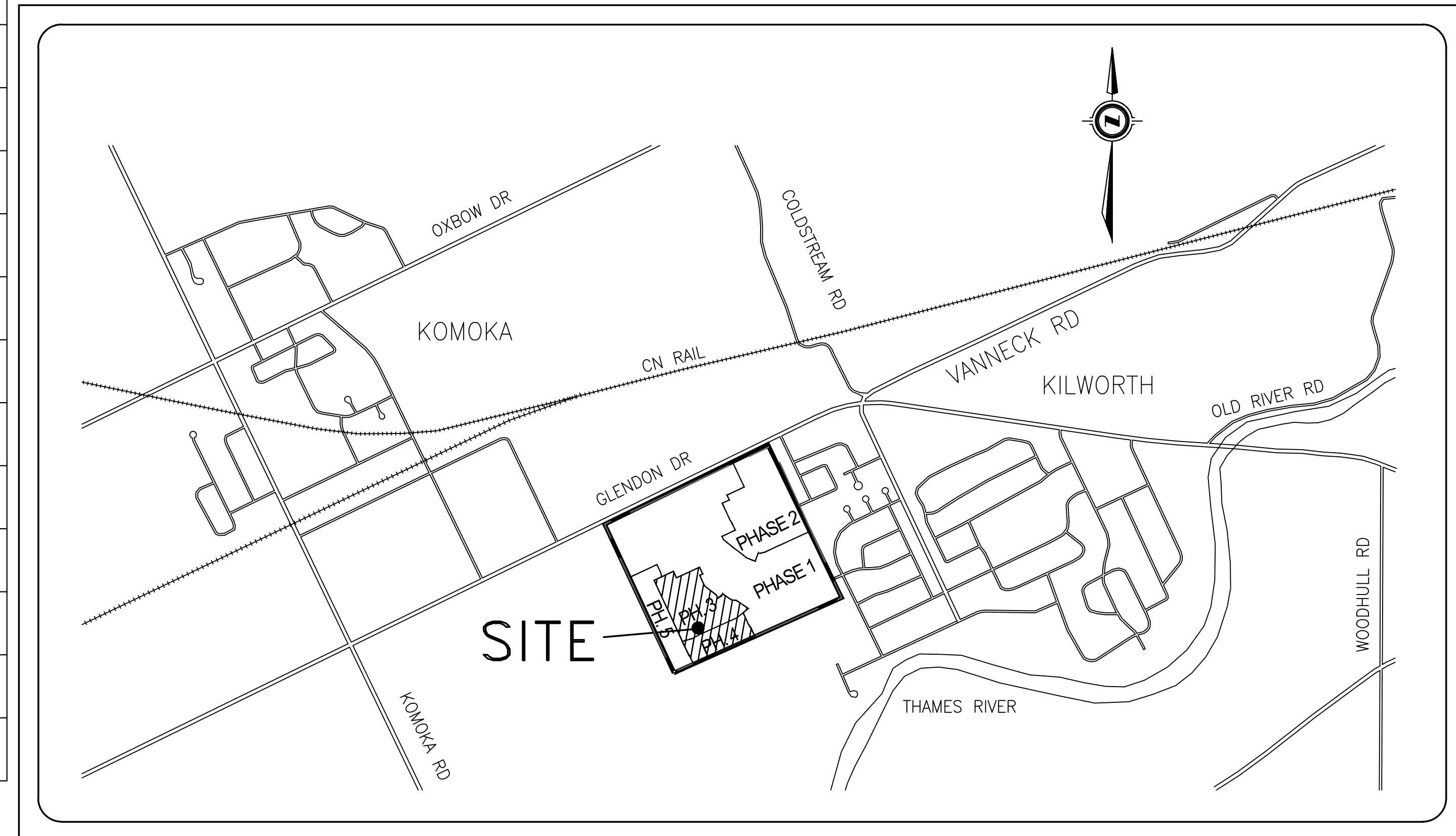
REV. NO. 1

INDEX OF DRAWINGS

Sheet No.	Sheet Title	Description
00	COVER SHEET	
01	LIMIT PLAN	
02	MASTER PLAN	
03	STORM AREA PLAN	
04	SANITARY AREA PLAN	
05	STORM & SANITARY SEWER DESIGN SHEETS	
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07	GRADING & EROSION CONTROL PLAN - PART 1	
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09	GRADING & EROSION CONTROL PLAN - INTERIM	
10	ALLISTER DRIVE	STA. 0+365 TO STA. 0-015
11	BENNER BOULEVARD	STA 0+000 TO STA 0+280
12	LOCKY LANE	STA. 0+280 TO STA. 0-005
13	DAVENTRY WAY	STA. 0+620 TO STA. 0+960
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--	EXTERNAL - GLENDON DRIVE TWIN WATERMAIN	
EXT-1	GLENDON DRIVE	STA. 0+460 - STA. 0+775
EXT-2	GLENDON DRIVE	STA. 0+775 - STA. 1+060
EXT-3	CROSS SECTIONS	CROSS SECTIONS

MUNICIPALITY OF MIDDLESEX CENTRE

KILWORTH HEIGHTS WEST SUBDIVISION PHASE 3 & 4

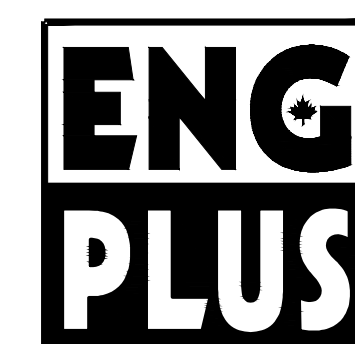


PHOTOMETRICS - BY OTHER

E1	ELECTRICAL LEGEND, DETAILS, SCHEDULES AND SPECIFICATIONS	
E2	POWER DETAILS	
E3	PHASE 3, 4 LIGHTING LAYOUT AND PHOTOMETRICS	
E4	STREETLIGHT POWER LAYOUT	

LANDSCAPE - BY OTHER

L1	LANDSCAPE PLAN	
L2	LANDSCAPE DETAILS & NOTES	

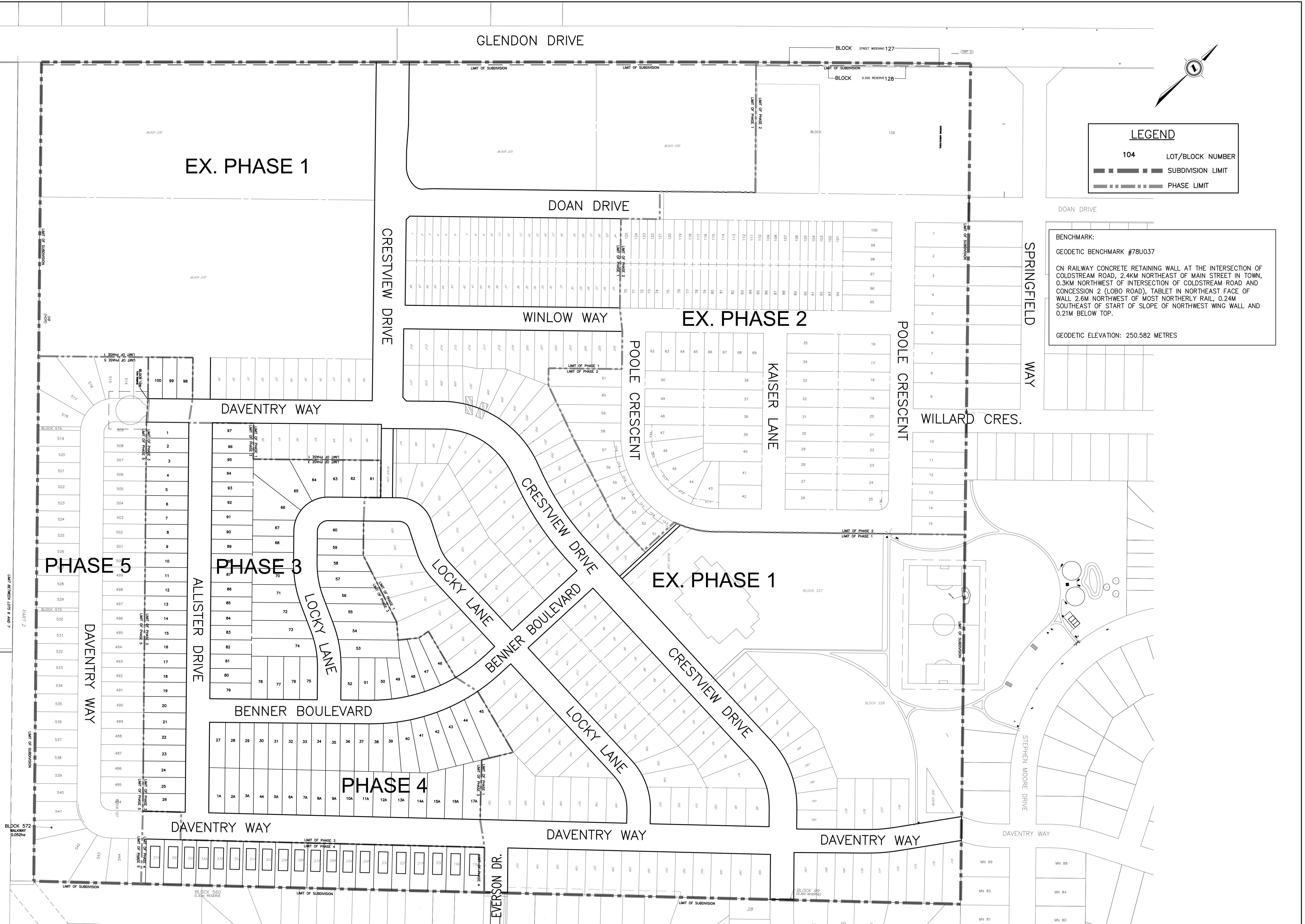


**Engineers
Landscape Architects
and Building Designers**

100-609 WILLIAM STREET, LONDON, ON. N6B 3G1
tel. 519.438.6994 fax. 519.438.7052



PRINTED ON: Jun 02, 2022 2:31pm FILE NAME: X:\Engineering\19216.klw - Phase 3\Engineering Drawings\03\Kilworth-Ph3 Planning LAYOUT: 01 LIMIT PLAN



LEGEND

104 LOT/BLOCK NUMBER

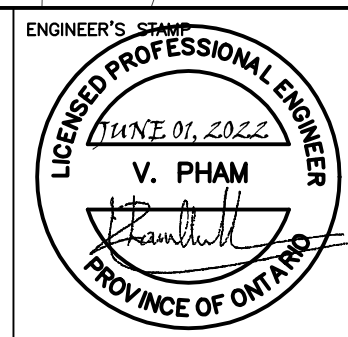
--- SUBDIVISION LIMIT

--- PHASE LIMIT

BENCHMARK:
 GEODETIC BENCHMARK #78U037
 CN RAILWAY CONCRETE RETAINING WALL AT THE INTERSECTION OF COLDSTREAM ROAD, 2.4KM NORTHEAST OF MAIN STREET IN TOWN, 0.3KM NORTHWEST OF INTERSECTION OF COLDSTREAM ROAD AND CONCESSION 2 (LOBO ROAD), TABLET IN NORTHEAST FACE OF WALL 2.6M NORTHWEST OF MOST NORTHERLY RAIL, 0.24M SOUTHEAST OF START OF SLOPE OF NORTHWEST WING WALL AND 0.21M BELOW TOP.
 GEODETIC ELEVATION: 250.582 METRES

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN	1	1ST SUBMISSION	NOV. 26, 2020	ENG PLUS LTD.
					DRAWN BY	2	MECP ECA SUBMISSION	MAY 28, 2021	ENG PLUS LTD.
					CHECKED	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
					APPROVED	4	PER MXC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MXC COMMENTS - MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

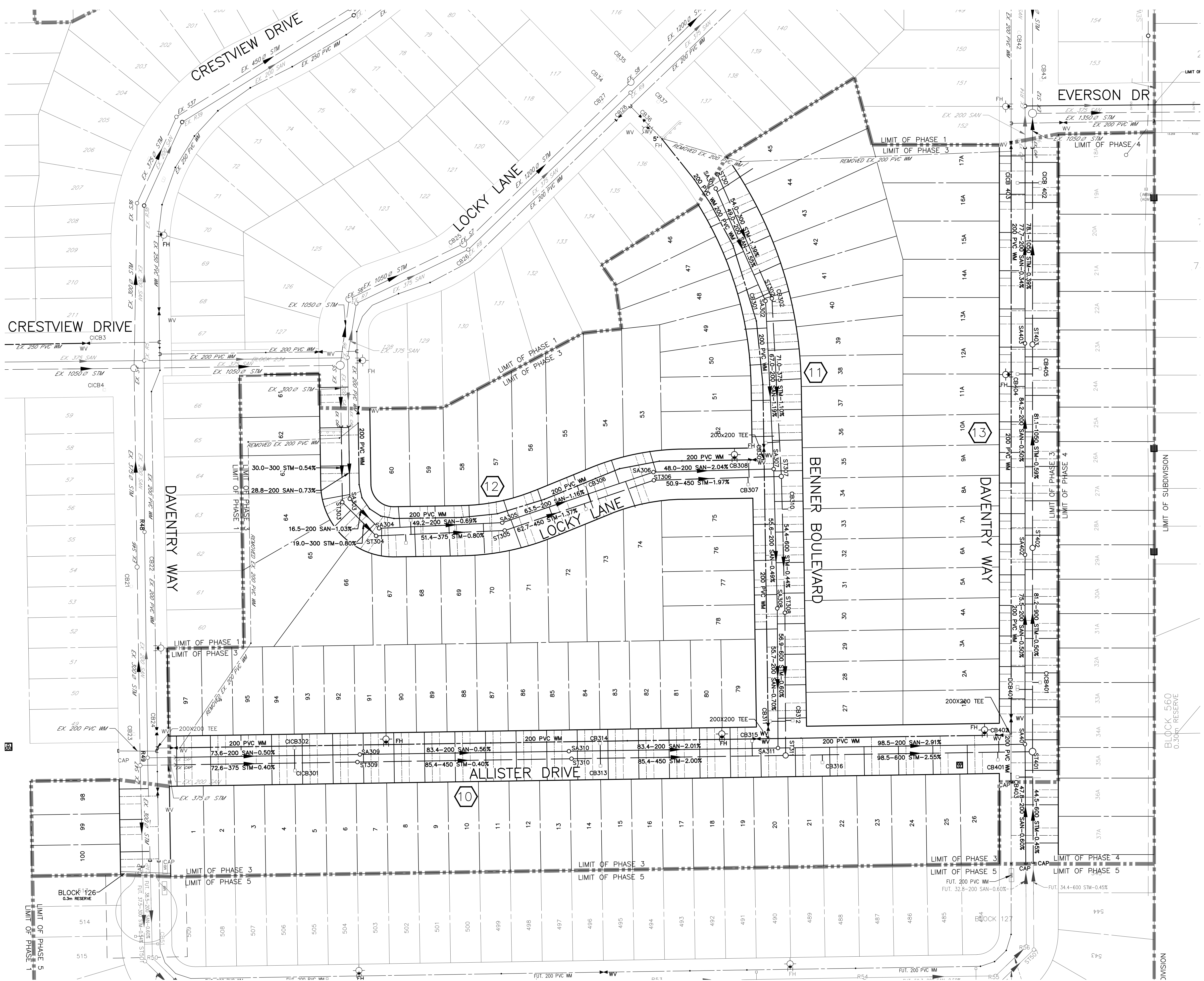
ENG PLUS Engineers
 Landscape Architects
 and Building Designers
 100-609 WILLIAM STREET, LONDON, ON, N6B 3G1
 tel. 519.438.6994 fax. 519.438.7052



SCALE - 1 : 1500
 15m 0 30m

TITLE
 KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
LIMIT PLAN

PROJECT No. 19.216
SHEET No. 01
PLAN FILE No.



LEGEND

- SUBDIVISION LIMIT
- PHASE LIMIT
- LOT/BLOCK NUMBER
- STORM SEWER
- SANITARY SEWER
- SEWER CAP/PLUG
- FLOW DIRECTION
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- CATCHBASIN
- WATER MAIN
- FIRE HYDRANT
- GATE VALVE
- PLAN & PROFILE DRAWING REFERENCE NUMBER

FILE NAME: K:\Engineering\19216 KWH - Phase 3\Engineering Drawings\02\KWH-Phase 3 Planning LAYOUT: 02 MASTER PLAN
 PRINTED ON: Jun 02, 2022 2:31pm

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION

DETAILS	No.	REVISIONS	DATE	CONSULTANT	
DESIGN TK	1	1ST SUBMISSION	NOV. 26, 2020	ENG PLUS LTD.	
DRAWN BY TK	2	MECP ECA SUBMISSION	MAY 28, 2021	ENG PLUS LTD.	
CHECKED VP	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.	
APPROVED VP	4	PER MXC COMMENTS	MAY 16, 2022	ENG PLUS LTD.	
DATE	JUNE 2022	5	PER MXC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

Engineers Landscape Architects and Building Designers
 100-609 WILLIAM STREET, LONDON, ON, N6B 3E1
 TEL. 519.438.6994 FAX. 519.438.7052

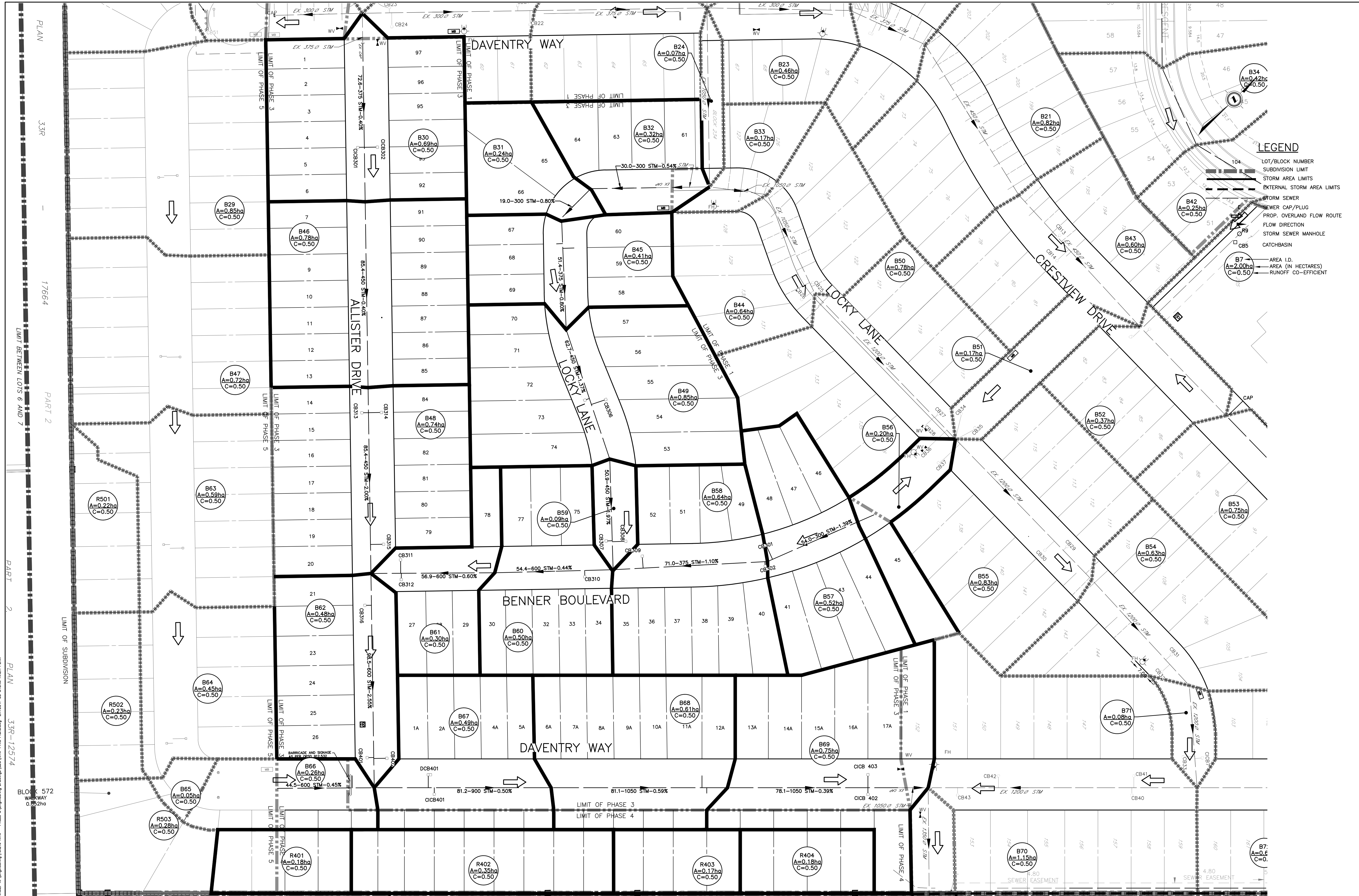
LICENSED PROFESSIONAL ENGINEER
 V. PHAM
 PROVINCE OF ONTARIO

middlesex centre
 in the centre of it all

SCALE
 1 : 750
 7.5m 0 15m

KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
MASTER PLAN

PROJECT No. **19.216**
 SHEET No. **02**
 PLAN FILE No.



LEGEND

- LOT/BLOCK NUMBER
- SUBDIVISION LIMIT
- STORM AREA LIMITS
- EXTERNAL STORM AREA LIMITS
- STORM SEWER
- SEWER CAP/PLUG
- PROP. OVERLAND FLOW ROUTE
- FLOW DIRECTION
- STORM SEWER MANHOLE
- CATCHBASIN
- AREA I.D.
- AREA (IN HECTARES)
- RUNOFF CO-EFFICIENT

PRINTED ON: Jun 02, 2022 2:31pm FILE NAME: X:\Engineering\181216 new - Phase 3\Engineering Drawings\Kilworth West\Phase 3 Storm Area Plan.dwg LAYOUT: 03 STORM AREA PLAN
 BLOCK 572
 WALKWAY
 0.522ha
 PART 2
 PART 3
 PART 4
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 PART 6
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EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN TK	1	1ST SUBMISSION	NOV. 26, 2020	ENG PLUS LTD.
					DRAWN BY TK	2	MECP ECA SUBMISSION	MAY 28, 2021	ENG PLUS LTD.
					CHECKED VP	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
					APPROVED VP	4	PER MDC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MDC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

**Engineers
Landscape Architects
and Building Designers**

100-609 WILLIAM STREET, LONDON, ON, N6B 3J1
tel. 519.438.6994 fax. 519.438.7052

LICENCED PROFESSIONAL ENGINEER
V. PHAM
PROVINCE OF ONTARIO

**middlesex
centre**
in the centre of it all

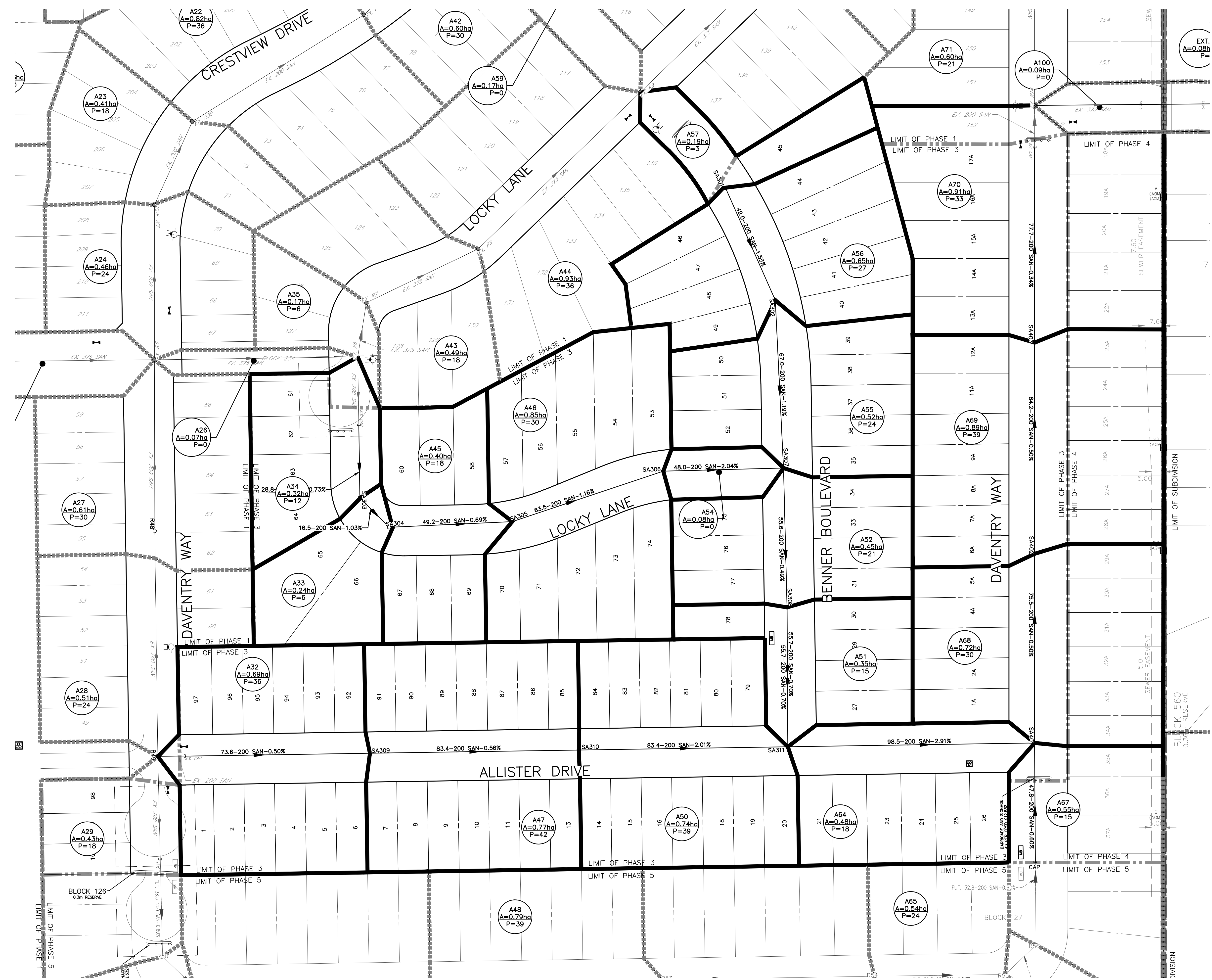
SCALE 1 : 750
7.5m 0 15m

KILWORTH HEIGHTS WEST PHASE 3 & 4
KILWORTH HEIGHTS WEST LTD.

STORM AREA PLAN

PROJECT No. 19.216
SHEET No. 03
PLAN FILE No.

PRINTED ON: Jan 02, 2022 2:31pm FILE NAME: X:\Engineering\Drawings\03\Kilworth\Kilworth-PL3 Planning LAYOUT: 04 SANITARY AREA PLAN



LEGEND

- 104 LOT/BLOCK NUMBER
- SUBDIVISION LIMIT
- SANITARY AREA LIMITS
- SANITARY SEWER
- SEWER CAP/PLUG
- FLOW DIRECTION
- SANITARY SEWER MANHOLE

$A = 2.00ha$ AREA (IN HECTARES)
 $P = 30$ POPULATION

EXISTING SERVICES	DRAWING #	SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	DATE	CONSULTANT
						1	1ST SUBMISSION	NOV. 26, 2020	ENG PLUS LTD.
						2	MECP ECA SUBMISSION	MAY 28, 2021	ENG PLUS LTD.
						3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
						4	PER MXC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
						5	PER MXC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

ENG PLUS Engineers Landscape Architects and Building Designers
 100-609 WILLIAM STREET, LONDON, ON. N6B 301
 tel. 519.438.6994 fax. 519.438.7052

ENGINEER'S SEAL
 LICENSED PROFESSIONAL ENGINEER
 V. PHAM
 PROVINCE OF ONTARIO

middlesex centre
 in the centre of it all

SCALE - 1 : 750
 7.5m 0 15m

TITLE: KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
 PROJECT No. 19.216
 SHEET No. 04
 PLAN FILE No.

RUNOFF COEFFICIENT C'

PARKS & PLAYGROUNDS -0.20
 UNDEVELOPED -0.35
 RESIDENTIAL SINGLE FAMILY -0.50
 MULTI-FAMILY -0.65
 COMMERCIAL & INDUSTRIAL -0.70

KILWORTH HEIGHTS WEST SUBDIVISION - PHASE 3 & 4
MIDDLESEX CENTER
STORM SEWER DESIGN SHEET

DATE: Jan. 31, 2022
 DESIGNED BY: TK
 CHECKED BY: V. Pham
 JOB NO. 19.216
 PRINTED DATE: 02-Jun-22

FLOW Q = 2.78 ACl
 Q = PEAK FLOW IN LITRES PER SECOND (L/s)
 WHERE:
 C = RUNOFF COEFFICIENT
 I = RAINFALL INTENSITY (mm/hr), RETURN PERIOD = 2 years
 A = AREA IN HECTARES (ha)

AREA No.	STREET	FROM MANHOLE	TO MANHOLE	AREA		TOTAL (A x C)				RAINFALL INTENSITY				SEWER DESIGN				PROFILE						
				Δ AREA Hc	TOTAL AREA HECTARES	RUNOFF C	INCR A x C	TOTAL SECTION A x C	LATER AL A x C	TOTAL SEWER A x C	SEWER 2.78 x A x C	TIME ENTRY (MIN)	INTENSITY (mm/hr)	Q (L/s)	N	RPE SIZE (mm)	SLOPE %	CAP litres/sec	VEL m/sec	LENGTH m	TIME OF FLOW (min)	DROP IN MH m	Headloss m	DROP IN SEWER m
R501	PH.5-REAR YARDS	RYCBMH501	RYCBMH502	0.22	0.22	0.50	0.11	0.11	0.31	19.00	76.00	72.24	0.013	300	0.54	71.07	1.01	89.9	1.40	0.050	0.052	0.274	239.374	239.100
R502		RYCBMH502	RYCBMH503	0.23	0.45	0.50	0.12	0.11	0.23	0.63	1.49	20.49	72.61	45.42	0.013	300	0.54	71.00	1.00	50.8	0.84	0.050	0.274	239.374
R503		RYCBMH503	RYCBMH401	0.29	0.74	0.50	0.15	0.23	0.37	1.03	0.84	21.33	70.81	72.84	0.013	375	0.40	110.90	1.00	76.0	1.26	0.075	0.304	239.025
R401	PH.4-REAR YARDS	RYCBMH401	RYCBMH402	0.20	0.94	0.50	0.10	0.37	0.47	1.31	1.26	22.59	68.28	89.21	0.013	375	0.40	110.76	1.00	98.1	1.63	0.050	0.392	238.671
R402		RYCBMH402	RYCBMH403	0.39	1.33	0.50	0.20	0.47	0.67	1.85	1.63	24.23	65.24	120.62	0.013	450	0.35	168.69	1.06	70.2	1.10	0.075	0.246	238.204
R403		RYCBMH403	RYCBMH404	0.19	1.52	0.50	0.10	0.67	0.76	2.11	1.10	25.33	63.33	133.81	0.013	450	0.35	168.69	1.06	89.0	1.40	0.050	0.312	237.908
R404		RYCBMH404	EX R14-EX-2	0.19	1.71	0.50	0.10	0.76	0.86	2.38	1.40	26.73	61.06	145.13	0.013	450	0.35	168.69	1.06	48.9	0.77	0.050	0.171	237.547
B27	DAVENTRY WAY	EX S47	ST501	0.43	0.43	0.50	0.22		0.22	0.60		19.00	76.00	45.43	0.013	300	0.54	71.07	1.01	78.0	1.29	0.050	0.421	246.523
B28		ST501	ST502	0.33	0.76	0.50	0.17	0.22	0.38	1.06	1.29	20.29	73.04	77.16	0.013	375	0.40	110.90	1.00	19.9	0.33	0.075	0.080	246.027
B29		ST502	ST503	0.85	1.61	0.50	0.43	0.38	0.81	2.24	0.33	20.62	72.32	161.84	0.013	450	0.60	220.87	1.39	95.0	1.14	0.150	0.570	245.797
B47		ST503	ST504	0.72	2.33	0.50	0.36	0.81	1.17	3.24	1.14	21.76	69.92	226.47	0.013	450	1.50	349.23	2.20	69.5	0.53	0.095	1.043	245.132
B63		ST504	ST505	0.59	2.92	0.50	0.30	1.17	1.46	4.06	0.53	22.29	68.87	279.52	0.013	450	3.00	493.88	3.11	85.0	0.46	0.075	2.550	244.014
B64		ST505	ST506	0.45	3.37	0.50	0.23	1.46	1.69	4.68	0.46	22.75	67.98	318.44	0.013	525	0.80	384.71	1.78	76.7	0.72	0.075	0.614	241.389
B65		ST506	ST507	0.05	3.42	0.50	0.03	1.69	1.71	4.75	0.72	23.47	66.62	316.70	0.013	525	0.80	384.71	1.78	19.4	0.18	0.165	0.156	240.611
B66		ST507	ST-CAP	0.23	3.65	0.50	0.12	1.71	1.83	5.07	0.18	23.65	66.28	336.29	0.013	600	0.45	411.94	1.46	34.4	0.39	0.120	0.155	240.335
B66		ST-CAP	ST401	0.00	3.65	0.50	0.00	1.83	1.83	5.07	0.39	24.04	65.57	332.75	0.013	600	0.45	411.94	1.46	44.5	0.51	0.000	0.200	240.180
B30	ALLISTER DRIVE	EX S47	ST309	0.69	0.69	0.50	0.35		0.35	0.96		19.00	76.00	72.89	0.013	375	0.40	110.35	1.00	86.6	1.45	0.343	246.500	
B46		ST309	ST310	0.76	1.47	0.50	0.39	0.35	0.74	2.04	1.45	20.45	72.71	148.56	0.013	450	2.00	178.21	1.13	85.4	1.26	0.030	0.337	246.127
B48		ST310	ST311	0.74	2.21	0.50	0.37	0.74	1.11	3.07	1.26	21.71	70.04	216.15	0.013	450	2.00	178.21	1.13	85.4	0.56	0.100	1.710	245.890
B32	LOCKY LANE	EX S5	ST303	0.32	0.32	0.50	0.16		0.16	0.44		19.00	76.00	33.81	0.013	300	0.54	71.07	1.01	54.2	0.90	0.293	247.800	
B31		ST303	ST304	0.24	0.56	0.50	0.12	0.16	0.28	0.78	0.90	19.90	73.92	57.54	0.013	300	0.80	86.50	1.22	19.0	0.26	0.075	0.152	247.432
B45		ST304	ST305	0.41	0.97	0.50	0.21	0.28	0.49	1.35	0.26	20.16	73.34	98.88	0.013	375	0.80	156.84	1.42	51.4	0.60	0.075	0.411	247.205
B49		ST305	ST306	0.85	1.82	0.50	0.43	0.49	0.91	2.53	0.60	20.76	72.02	182.20	0.013	450	1.37	333.75	2.10	62.7	0.50	0.075	0.880	246.719
B59		ST306	ST307	0.09	1.91	0.50	0.06	0.91	0.96	2.65	0.50	21.26	70.97	188.41	0.013	450	1.97	399.71	2.51	50.9	0.34	0.350	1.000	245.910
B56+B57	BENNER BLVD.	ST301	ST302	0.72	0.72	0.50	0.36		0.36	1.00		19.00	76.00	76.06	0.013	300	1.39	113.94	1.81	54.1	0.56	0.750	246.250	
B58		ST302	ST307	0.64	1.36	0.50	0.32	0.36	0.68	1.89	0.56	19.56	74.70	141.20	0.013	375	1.10	184.26	1.67	71.0	0.71	0.136	0.784	245.364
B60	BENNER BLVD.	ST307	ST308	0.50	3.77	0.50	0.25	0.68	0.956	1.89	5.24	21.03	71.45	374.44	0.013	600	0.44	408.27	1.44	54.4	0.63	0.180	0.134	244.330
B61		ST308	ST311	0.30	4.07	0.50	0.15	1.89	2.04	5.66	0.63	21.55	70.15	398.85	0.013	600	0.50	474.88	1.68	56.9	0.56	0.080	0.340	244.010
B62	ALLISTER DRIVE	ST311	ST401	0.48	6.76	0.50	0.24	2.04	1.11	3.38	9.40	21.67	70.12	658.85	0.013	600	2.85	980.24	3.47	98.5	0.47	0.880	0.797	250.9
B67	DAVENTRY WAY	ST401	ST402	0.47	10.88	0.50	0.24	3.38	1.83	5.44	15.12	22.79	67.91	1027.07	0.013	900	0.50	1286.51	2.02	81.2	0.67	0.270	0.271	0.410
B68		ST402	ST403	0.59	11.47	0.50	0.30	5.44	5.74	15.94	23.45	66.64	1062.62	0.013	1050	0.59	2103.11	2.43	81.0	0.56	0.080	0.480	239.220	
B69		ST403	EX STUB	0.73	12.20	0.50	0.37	5.74	6.10	16.96	23.78	66.04	1120.05	0.013	1050	0.39	1707.74	1.97	78.1	0.66	0.350	0.306	238.390	
B69		EX STUB	EX S12	0.00	12.20	0.50	0.00	6.10	6.10	16.96	24.12	65.43	1109.64	0.013	1050	0.39	1705.56	1.97	14.0	0.12	0.000	0.054	238.084	
B78+FUT.1	EVERSON DRIVE	EX S12	EX-2	0.18	50.20	0.50	0.09	6.10	22.40	28.59	79.48	26.30	61.74	4907.49	0.013	1350	3.19	9526.67	6.66	95.2	0.24	0.900	3.031	237.132
FUT-2		EX-2	EX-3	4.35	54.55	0.50	2.18	28.59	30.77	85.53	0.24	26.54	61.36	5248.31	0.013	1350	2.44	8338.37	5.83	99.3	0.28	0.850	2.423	233.250
FUT-3		EX-3	CAP2	4.26	58.81	0.50	2.13	30.77	32.90	91.45	0.28	26.82	60.91	5570.75	0.013	1350	1.50	6537.80	4.57	84.7	0.31	0.898	1.271	229.932
		CAP2	R34 (B.O.)	0.00	58.81	0.50	0.00	32.90	32.90	91.45	0.31	27.13	60.43	5526.89	0.013	1350	1.50	6537.80	4.57	11.5	0.04	0.000	0.173	228.661

* Estimated, assumed 1.5m/s flow; Tc = 19 minutes + length of flow (m) / 1.5 (m/s) (60 (s/minute))
 ** Storm MH S12 to be bench to crown.
 * Tc = ((22.17+0.17)*363.69 + (20.78+0.19)*198.74) / (363.69+198.74) = 21.85

EXISTING AS-BUILT SEWERS FUTURE SEWERS

KILWORTH HEIGHTS WEST SUBDIVISION - PHASE 3 & 4
MIDDLESEX CENTER
SANITARY SEWER DESIGN SHEET

DESIGN CRITERIA
 INFLTRATION ALLOWANCE 6540 L/H/DAY
 AVERAGE FLOW 350 L/PP/DAY
 PEAKING FACTOR M = 1 + 14(I+P)^{0.5}

DATE: Jan. 31, 2022
 DESIGNED BY: TK
 CHECKED BY: V. Pham
 JOB NO. 19.216
 PRINTED DATE: 2022-06-02

RESIDENTIAL POPULATION DENSITIES
 (A) HECTARE BASIS
 LOW DENSITY SINGLE FAMILY, SEMI-DETACH = 30 UNITS/Ha @ 3 PEOPLE/UNIT
 MED DENSITY (ROW HOUSE/TOWNHOUSE) = 75 UNITS/Ha @ 2.4 PEOPLE/UNIT + 180 PEOPLE/Ha
 COMMERCIAL DEVELOPMENT = 100 PEOPLE / HECTARE

Peak Flow (Q) = population X per capita flow X peaking factor (H) X uncertain development factor + infiltration allowance

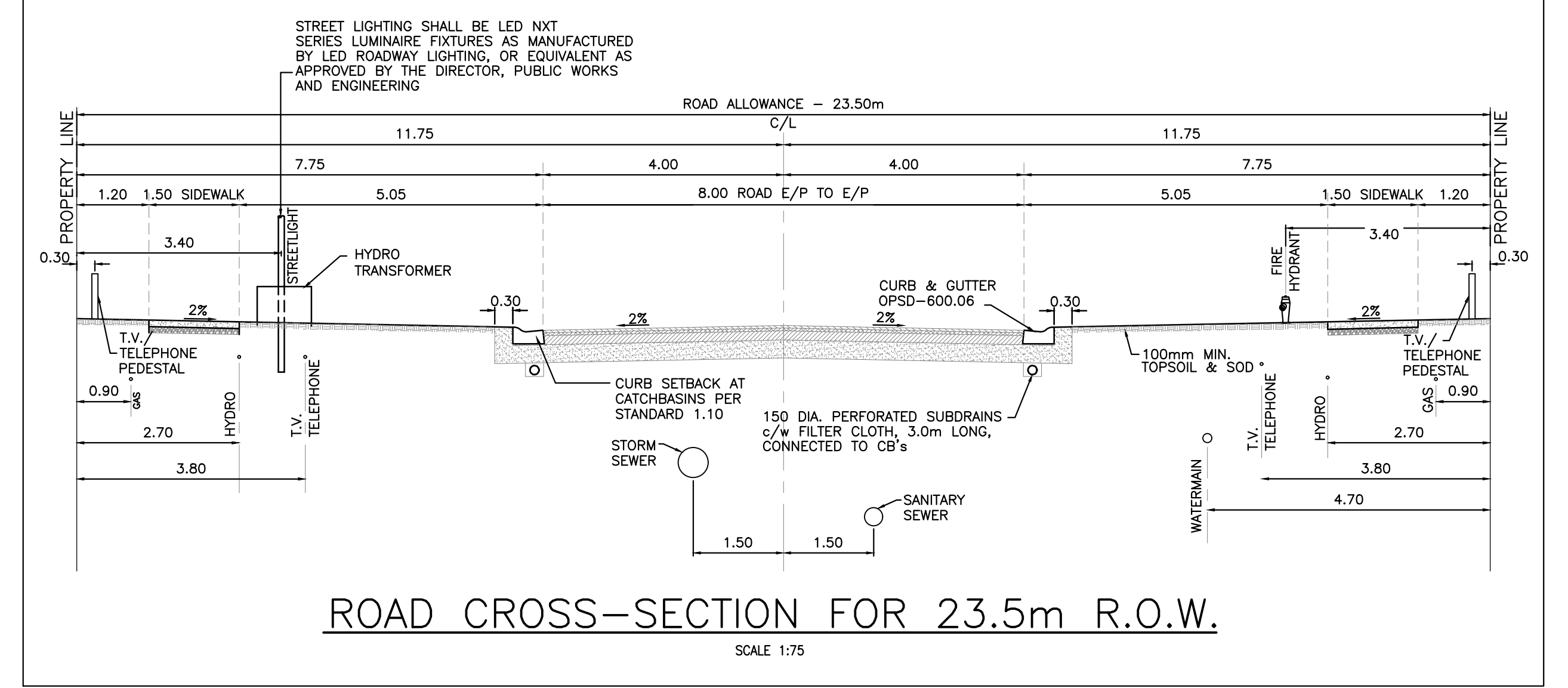
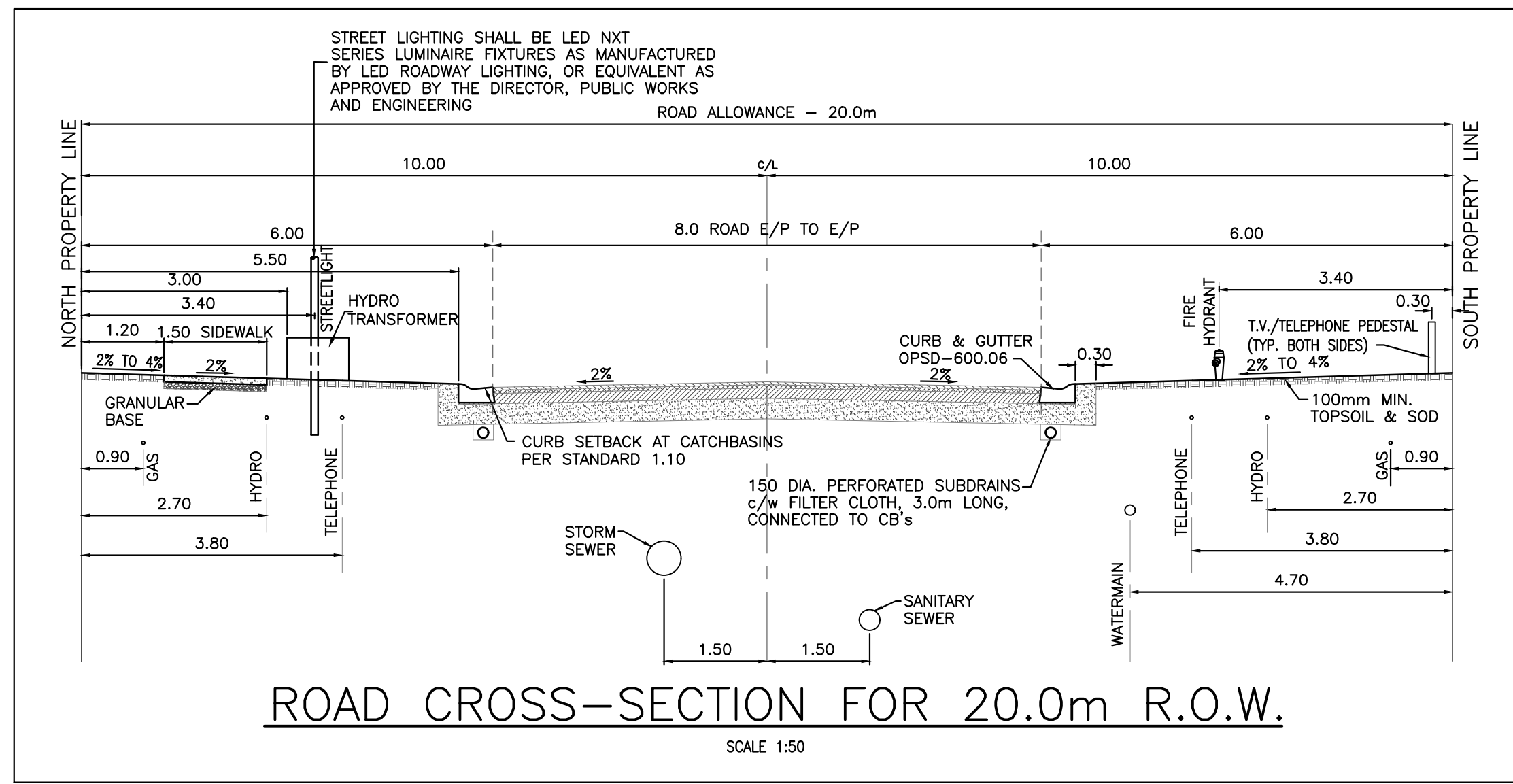
AREA No.	STREET	FROM MANHOLE	TO MANHOLE	AREA (A)		POPULATION				SEWAGE FLOW			SEWER DESIGN				PROFILE				HARMON PEAK				
				NET OR GROSS HECTARES	DELTA HECTARES	TOTAL HECTARES	PER HECTARE	PER LOT	NO. OF LOTS	DELTA POP.	TOTAL POP.	INFLT litres/sec	SEWAGE litres/sec	TOTAL litres/sec	n	SIZE mm	SLOPE %	CAP litres/sec	VELOCITY metres/sec	LENGTH m		FALL IN SEWER	HEADLOSS	DROP IN MH	INVERT ELEV. U.S.
A32	ALLISTER DRIVE	EX R49	SA309	0.69	0.69	3.00	12	36	36.00	0.07	0.71	0.78	0.013	200	0.50	23.20	0.74	84.6	0.42				246.000	245.577	4.341
A47		SA308	SA310	0.77	1.46	3.00	14	42	78.00	0.15	1.52	1.66	0.013	200	0.56	24.50	0.78	83.4	0.47	0.112			245.465	245.000	4.272
A50		SA310	SA311	0.74	2.20	3.00	13	39	117.00	0.22	2.25	2.47	0.013	200	2.01	46.55	1.48	83.4	1.68	0.050			244.950	243.270	4.224
A34	LOCKY LANE	EX R6	SA303	0.32	0.32	3.00	4	12	12.00	0.03	0.24	0.27	0.013	200	0.73	28.08	0.89	56.0	0.41						

GENERAL NOTES

- AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ON ANY EXISTING ROAD ALLOWANCE MAINTAINED BY THE MUNICIPALITY OF MIDDLESEX CENTRE, THE SUBDIVIDER/DEVELOPER IS TO OBTAIN A WORK APPROVAL PERMIT.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES TO CONTROL SILT ENTERING THE STORM DRAINAGE SYSTEM TO THE SPECIFICATIONS OUTLINED IN THE GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES PREPARED BY THE MINISTRY OF NATURAL RESOURCES. THESE MEASURES ARE TO BE INSTALLED PRIOR TO COMMENCING ANY CONSTRUCTION FOR THIS SUBDIVISION AND ARE TO REMAIN IN PLACE UNTIL CONSTRUCTION HAS BEEN COMPLETED TO THE SPECIFICATIONS OF THE MUNICIPAL ENGINEER.
- NO FOUNDATION DRAIN CONNECTIONS SHALL BE PERMITTED INTO THE SANITARY SEWERS IN THIS PLAN AND NO DIRECT GRAVITY CONNECTIONS FROM THE FOUNDATION DRAINS SHALL BE PERMITTED TO THE STORM SEWER SYSTEM UNLESS THE STORM SYSTEM HAS THE CAPACITY TO PROVIDE FOR SUCH CONNECTIONS, TO THE SATISFACTION OF THE MUNICIPAL ENGINEER. SUMP PUMPS SHALL BE DISCHARGED TO STORM PRIVATE DRAIN CONNECTIONS.
- THE STRUCTURAL DESIGN OF SEWERS IS BASED ON THE TRANSITION WIDTH UNLESS OTHERWISE NOTED.
- ALL WORK SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE THE MUNICIPALITY OF MIDDLESEX CENTRE INFRASTRUCTURE DESIGN STANDARDS, AS ADOPTED BY COUNCIL AND AS AMENDED FROM TIME TO TIME, ARE TO BE APPLIED TO THIS PROJECT, UNLESS OTHERWISE APPROVED BY THE MUNICIPAL ENGINEER.
- WHERE ANY WATER SERVICE CONNECTION IS REQUIRED TO BE MADE FOLLOWING THE CONSTRUCTION OF CURB, GUTTER, CONCRETE SIDEWALK AND/OR WEARING SURFACE COAT OF ASPHALT ON ANY STREET FOR A NEW SUBDIVISION/DEVELOPMENT, SUCH WATER SERVICE CONNECTION SHALL NOT BE MADE USING "OPEN CUT" METHODS BUT SHALL BE MADE USING DRILLING OR BORING TECHNIQUES AND IN SUCH A MANNER AS TO ELIMINATE THE POSSIBILITY OF SETTLEMENT OF SUCH CURB, GUTTER, CONCRETE SIDEWALK OR WEARING SURFACE COAT OF ASPHALT; IT BEING UNDERSTOOD THAT THIS POLICY SHALL APPLY EXCEPT WHERE, IN THE USE OF DRILLING AND BORING METHODS BECOME UNREASONABLE OR UNECONOMICAL.
- THE CONTRACTOR IS TO NOTIFY THE MUNICIPAL ENGINEER IN WRITING AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- THE DEVELOPER SHALL HAVE ITS PROFESSIONAL ENGINEER PROVIDE FULL-TIME INSPECTION DURING CONSTRUCTION AND A CERTIFICATE OF COMPLETION OF WORKS UPON COMPLETION, OF ALL WORKS TO BE CONSTRUCTED ON AN EXISTING MUNICIPAL STREET OR EASEMENT.
- THE DEVELOPER SHALL HAVE ITS PROFESSIONAL ENGINEER PROVIDE ADEQUATE INSPECTION DURING CONSTRUCTION AND CERTIFICATE OF COMPLETION OF WORKS UPON COMPLETION OF ALL WORKS WHICH ARE TO BE ASSUMED BY THE MUNICIPALITY.
- THE DEVELOPER IS TO MEET ALL THE REQUIREMENTS OF THE OWNERS OF THE UTILITIES ON THIS PLAN, AND MUST MAKE SATISFACTORY ARRANGEMENTS WITH THE UTILITY COMPANIES FOR CROSSING THEIR INSTALLATIONS AND FOR PROVIDING ADEQUATE PROTECTION DURING CONSTRUCTION.
- STREET NAME SIGNS ARE TO BE INSTALLED TO THE SPECIFICATIONS OF AND AT LOCATIONS APPROVED BY THE MUNICIPALITY.
- ALL STREET NAME SIGNS WITH A NAME TO HONOR LOCAL VETERANS SHALL BE AFFIXED WITH A POPPY SYMBOL.
- IF COMMON TRENCH CONSTRUCTION IS TO BE USED FOR THE INSTALLATION OF THE STORM AND SANITARY SEWERS ON ANY STREET WITHIN THIS SUBDIVISION/DEVELOPMENT, THE P.D.C.'S ARE TO BE CONSTRUCTED TO THE PROPERTY LINE ON THAT STREET, AT THE SAME TIME AS INSTALLATION OF THE SEWERS.
- ALL ORGANIC, UNSTABLE OR UNSUITABLE MATERIALS BENEATH THE ROAD ALLOWANCES OR HOUSE FOUNDATIONS MUST BE REMOVED AND THESE AREAS BACKFILLED WITH AN APPROVED FILL MATERIAL, ALL TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER.
- IF A DRIVEWAY IS TO BE CONSTRUCTED IN THE APPROXIMATE LOCATION OF A SIDEWALK TEE EXTENSION, THE TEE EXTENSION MAY BE ELIMINATED PROVIDED THAT THE CURB AND SECTION FOR SIDEWALK RAMPS IS USED ACROSS THE DRIVEWAY IN LIEU OF STANDARD DRIVEWAY CURB AND GUTTER.
- THE SPECIFICATIONS FOR THE DESIGN OF THE STREETS IN THIS SUBDIVISION/DEVELOPMENT/PROJECT HAVE BEEN BASED ON A 20 YEAR LIFE EXPECTANCY.
- WHERE ADJACENT MANHOLES ARE LOCATED IN CLOSE TO ONE ANOTHER, THE AREA BETWEEN THE ADJACENT MANHOLES SHALL BE BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS IN THE FOLLOWING TABLE:

DISTANCE BETWEEN ADJACENT MANHOLES	MATERIAL
600mm OR LESS	CONCRETE OR CRUSHED STONE
600mm TO 2400mm	GRANULAR MATERIALS
MORE THAN 2400mm	APPROVED NATIVE MATERIAL

 THE ABOVE-NOTED BACKFILL SHALL BE COMPACTED TO THE STANDARD PROCTOR DENSITY SPECIFIED IN THE SOIL REPORT, OR AS APPROVED BY THE MUNICIPAL ENGINEER.
- THE LIDS OF ALL RYOB'S ARE TO BE INSTALLED SO THAT THE INLET GRATES ARE LOCATED ENTIRELY ON ONE PROPERTY, TO AVOID INTERFERENCE BY FENCES.
- THE FOLLOWING NOTES SHALL APPLY FOR ALL MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL BLOCKS:
 - THE DEVELOPERS OF MULTI-FAMILY BLOCKS SHALL MAKE PROVISIONS FOR MANHOLES TO BE LOCATED IN PAVED AREAS OR MAKE ALTERNATIVE ARRANGEMENTS FOR ACCESS TO THESE MANHOLES, TO THE SATISFACTION OF THE MUNICIPAL ENGINEER AT THE TIME THESE BLOCKS ARE DEVELOPED.
 - SEWAGE SAMPLING MANHOLES, BUILT TO MUNICIPALITY OF MIDDLESEX CENTRE STANDARDS, ARE PROVIDED FOR EACH INDIVIDUAL COMMERCIAL AND INDUSTRIAL LOT, AT THE TIME THESE BLOCKS ARE DEVELOPED.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE MUNICIPAL ENGINEER.
- FOR PROJECTS ON MUNICIPAL STREETS WHICH INVOLVE MUNICIPAL FUNDING (i.e. TAX DOLLARS) AND WILL HAVE A DURATION OF TWO WEEKS OR LONGER, CONSTRUCTION SIGN BOARDS ARE TO BE INSTALLED. THESE SIGNS WILL BE SUPPLIED BY THE MUNICIPALITY.



CONSTRUCTION NOTES

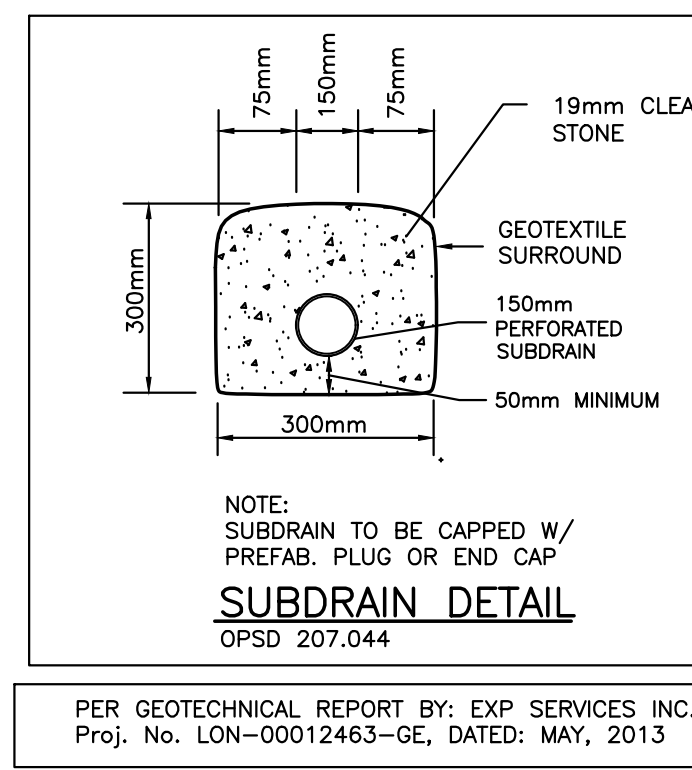
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT AS REQUIRED BY THE MINISTRY OF LABOUR.
- ALL SERVICE TRENCHES SHALL BE BACK FILLED WITH SUITABLE (IN THE OPINION OF THE GEOTECHNICAL ENGINEER) NATIVE MATERIAL AND COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
- RECOMMENDED MINIMUM PAVEMENT STRUCTURE: SEE CROSS SECTION
- THE OWNER SHALL BE RESPONSIBLE FOR ALL SURFACE AND SUBSURFACE WATERS.
- THE OWNER SHALL BE RESPONSIBLE FOR THE COMPLETE RESTORATION OF DISTURBED AREAS ON MUNICIPAL PROPERTY AND THE ADJACENT AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS.
- ALL PRECAST MAINTENANCE HOLE AND PIPE JOINTS SHALL BE SEALED WITH A 12-INCH WIDE EXTERIOR JOINT WRAP MEETING THE MATERIALS REQUIREMENTS OF THIS SPECIFICATION AND INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

THE EXTERNAL JOINT SEAL MATERIAL SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM C-877, TYPE II. FURTHER, THE EXTERNAL JOINT SEALS SHALL BE CRETEX WRAP EXTERNAL MANHOLE JOINT SEALS OR PRE-APPROVED EQUAL CONFORMING TO THE FOLLOWING REQUIREMENTS:

EXTERNAL JOINT SEALS SHALL CONSIST OF A COLLAR 24-INCH WIDE WITH AN OUTER LAYER OF POLYETHYLENE, WITH A MINIMUM TENSILE STRENGTH OF 4000 PSI AND A MINIMUM TEAR RESISTANCE OF 1500 PSI, AND AN UNDER LAYER OF RUBBERIZED MASTIC THAT IS REINFORCED WITH A WOVEN POLYPROPYLENE FABRIC. TWO 3/8" STEEL STRAPS SHALL BE LOCATED WITHIN THE COLLAR 3/4" FROM EACH EDGE. THE STRAPS SHALL BE CONFINED IN TUBES THAT ISOLATE THEM FROM THE MASTIC AND ALLOW THEM TO SLIP FREELY WITH MECHANICALLY TIGHTENED AND LOCKED AROUND THE JOINT. THE COLLAR SHALL BE FURNISHED WITH A MINIMUM OF 6" OVER LAP AND A CLOSING FLAP TO COVER ANY REMAINING EXPOSED STRAP.
- PDC CLEANOUTS ARE REQUIRED ON ALL RESIDENTIAL LOTS AND SHALL BE TERMINATED WITHIN THE RIGHT-OF-WAY, ACCORDING TO SECTION 2.14.10 OF THE MIDDLESEX CENTRE INFRASTRUCTURE DESIGN STANDARDS.

WATERMAIN NOTES

- ALL THE WATERMAIN PIPE OVER 300mm DIA. TO BE PVC C905, CLASS 165, DR25. ALL WATERMAIN PIPE UP TO AND INCLUDING 300mm DIA. TO BE PVC C900, CLASS 150 DR18.
- ALL THE WATERMAIN TO HAVE 1.7m TO 1.9m COVER.
- WHERE COVER TO WATER SERVICES IS LESS THAN 1.5m, THE SERVICE SHALL BE ADEQUATELY INSULATED OVER THE AFFECTED LENGTH OF SERVICE AS PER THE MUNICIPALITIES STANDARD FIGURE 5.2.
- WHERE ANY WATER SERVICE CONNECTION IS REQUIRED TO BE MADE FOLLOWING THE CONSTRUCTION OF CURB, GUTTER, CONCRETE SIDEWALKS AND/OR WEARING SURFACE COAT OF ASPHALT ON ANY STREET IN A NEW SUBDIVISION, SUCH WATER SERVICE CONNECTION SHALL NOT BE MADE USING "OPEN CUT" METHODS BUT SHALL BE MADE USING DRILLING OR BORING TECHNIQUES AND IN SUCH A MANNER AS TO ELIMINATE THE POSSIBILITY OF SETTLEMENT OF SUCH CURB, GUTTER, CONCRETE SIDEWALK OR WEARING SURFACE COAT OF ASPHALT; IT IS BEING UNDERSTOOD THAT THIS POLICY SHALL APPLY EXCEPT WHERE, IN THE OPINION OF THE MUNICIPALITY'S ENGINEER, GROUND CONDITIONS ARE SUCH THAT THE USE OF DRILLING OR BORING METHOD BECOME UNREASONABLE OR UNECONOMICAL.
- ALL WATERMAIN MATERIAL AND CONSTRUCTION SHALL CONFORM TO THE CURRENT MUNICIPALITIES STANDARDS FOR SEWER AND WATER. ALL SERVICE CONNECTIONS TO BE 25mm DIAMETER CROSS-LINKED POLYETHYLENE (PEX). PERMITTED PRODUCTS ARE REHAU "MUNICIPLEX" AND IPEX "BLUE 304".
- MECHANICAL RESTRAINT JOINTS TO BE USED AT ALL TEES AND BENDS.
- ALL FIRE HYDRANTS SHALL BE 3WAY HYDRANTS WITH STORZ CONNECTION OPENING COUNTER CLOCKWISE. PRIVATE HYDRANTS WITHIN THE SITE PLAN SHALL BE PAINTED RED.
- ALL WATERMAIN VALVES SHALL BE GATE VALVES MANUFACTURED TO AWMA C-509 - RESILIENT GATE VALVES. ALL VALVES TO OPEN COUNTER CLOCKWISE.
- INSTALLATION, HYDROSTATIC TESTING, SWABBING, FLUSHING AND DISINFECTION SHALL BE DONE IN ACCORDANCE WITH THE MUNICIPALITY'S INFRASTRUCTURE DESIGN STANDARDS.
- ALL BLOW-OFF SHOULD BE AUTOMATIC FLUSHERS AS PER FIGURE 5.6.



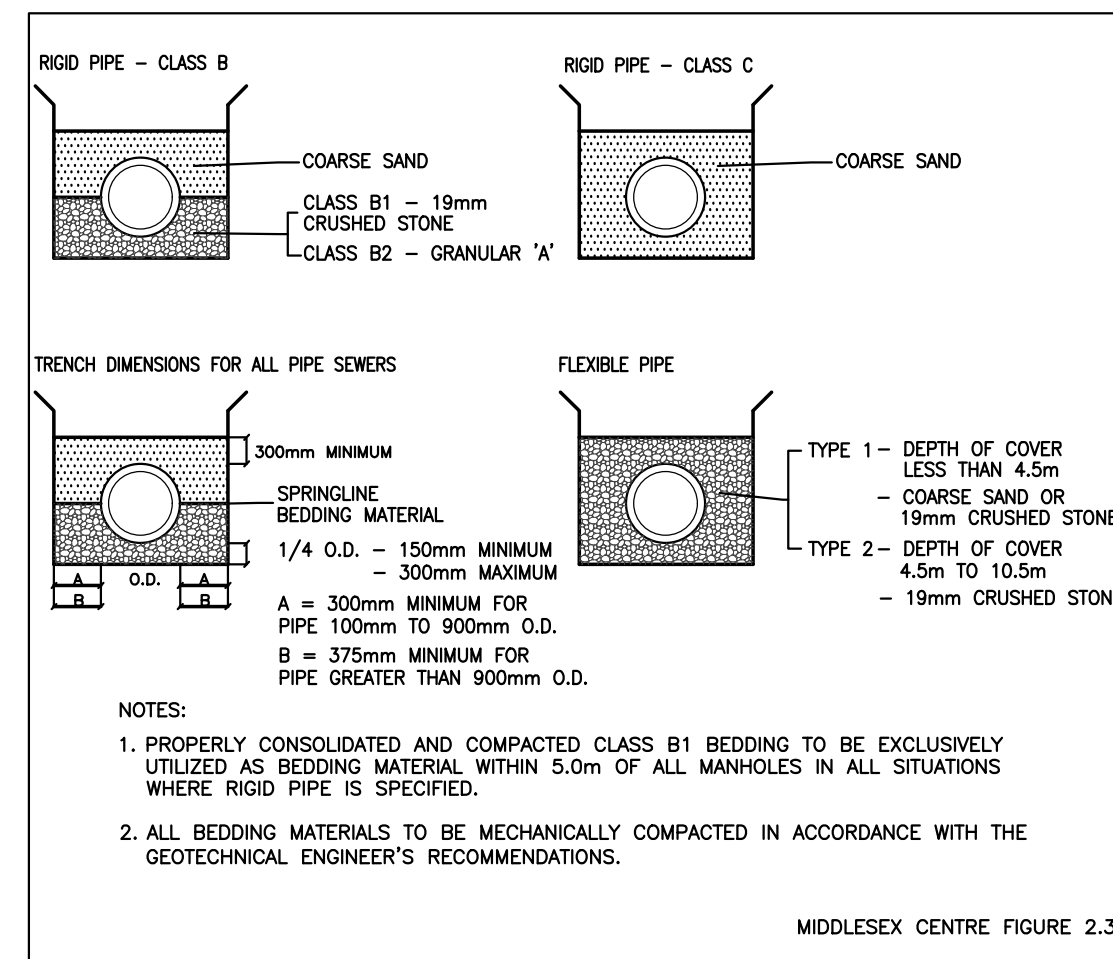
NOTES:

- ASPHALT SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH THE CURRENT OPSS REQUIREMENTS AND COMPACTED TO AT LEAST 97% OF THE MARSHALL MIX DESIGN BULK DENSITY.
- SHOULD CONSTRUCTION TAKE PLACE UNDER WET SUB GRADE OR WEATHER CONDITIONS, SUB GRADE PREPARATION AND GRANULAR REQUIREMENTS SHOULD BE REVIEWED BY THE GEOTECHNICAL ENGINEER.
- BOULEVARD AREAS SHALL BE FINISHED WITH 100MM OF TOPSOIL AND SOD.
- EXCAVATION AND BACKFILL TO BE IN ACCORDANCE WITH REPORT LON-00012463-GE, DATED MAY, 2013 PREPARED BY EXP SERVICES INC.

LIST OF COMMON STANDARDS USED

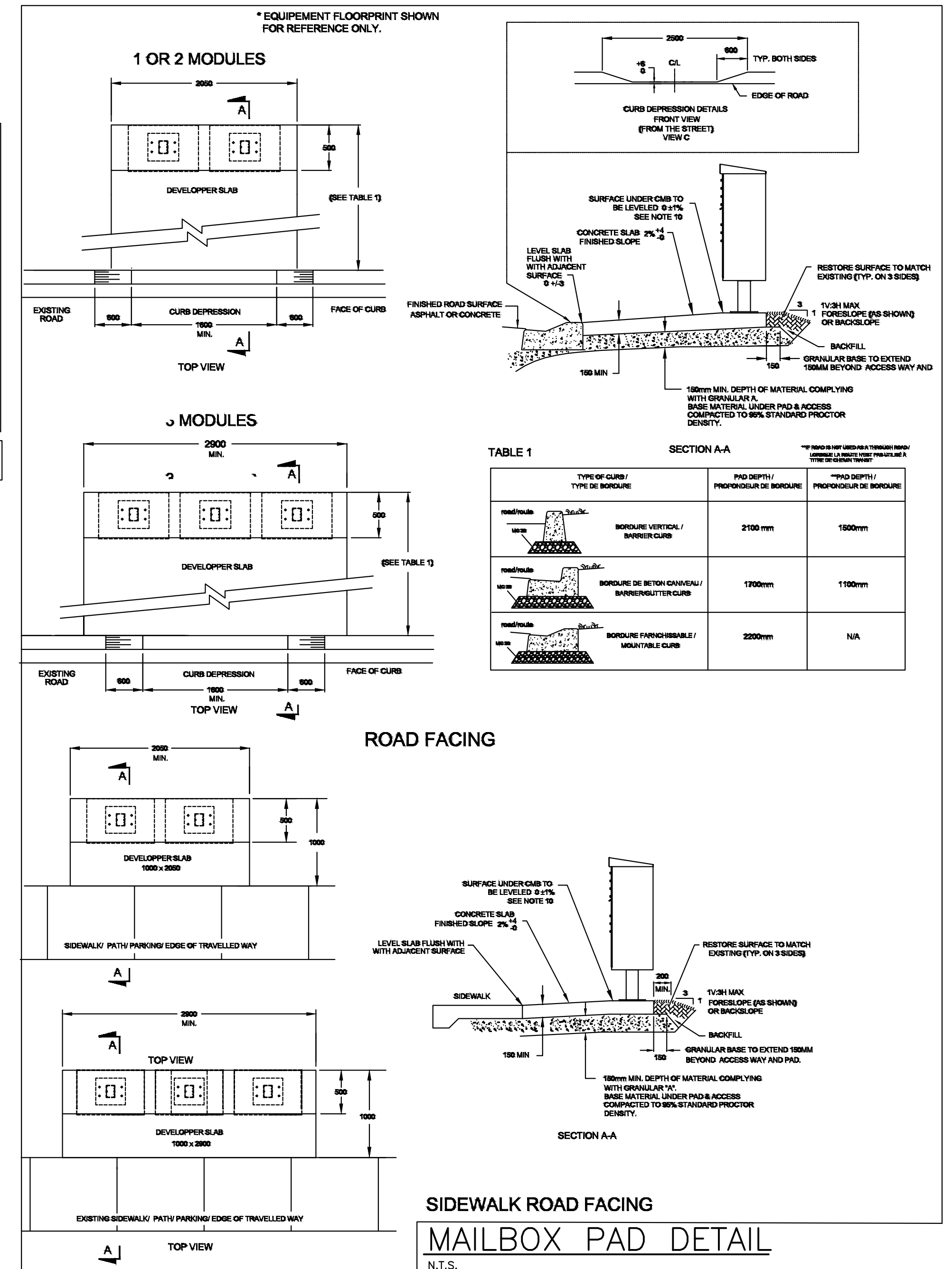
MIDDLESEX CENTRE	MUNICIPAL DESIGN STANDARDS
FIGURE 1.4	TYPICAL CROSS SECTION LOCAL RESIDENTIAL
FIGURE 1.8A	STANDARD FOR SINGLE AND DOUBLE DRIVEWAY ENTRANCE (URBAN)
FIGURE 1.9	CONCRETE SIDEWALK
FIGURE 1.10	CONCRETE CURB SETBACK
FIGURE 1.11f	TACTILE PLATE LOCATION DETAILS AND CROSS-SECTIONS
FIGURE 1.11h	TACTILE PLATE - DETAILS AND SECTIONS
FIGURE 1.11i	TACTILE PLATE LAYOUT
FIGURE 2.3	STANDARD SERVICING LOCATIONS FOR SINGLE FAMILY AND SEMI-DETACHED LOTS
FIGURE 2.4	PRIVATE DRAIN CONNECTION (RESIDENTIAL)
FIGURE 2.5	PRIVATE DRAIN CONNECTION RISER - TYPE 1 (RESIDENTIAL)
FIGURE 2.6	PRIVATE DRAIN CONNECTION RISER - TYPE 1 (RESIDENTIAL)
FIGURE 2.7	PRIVATE DRAIN CONNECTION CLEANOUTS (RESIDENTIAL)
FIGURE 2.8	PRIVATE DRAIN CONNECTION MARKER
FIGURE 2.9	BEDDING STANDARD FOR RIGID AND FLEXIBLE PIPE
FIGURE 2.10	MAXIMUM PIPE SIZES FOR PRECAST MAINTENANCE HOLES
FIGURE 4.5	INSULATION FOR SHALLOW MAINS AND OFFSETS
FIGURE 4.6	BEDDING STANDARD FOR RIGID AND FLEXIBLE PIPE
FIGURE 4.8	MAINTENANCE HOLE DROP STRUCTURE - WYE
FIGURE 4.9	STEPS IN MAINTENANCE HOLES
FIGURE 4.11	STANDARD SERVICING LOCATIONS FOR SINGLE FAMILY AND SEMI-DETACHED LOTS
FIGURE 4.17	PRECAST CONCRETE CURB INLET CATCH BASIN 600x840
FIGURE 4.18	PRECAST CONCRETE CATCH BASIN MAINTENANCE HOLE
FIGURE 5.1	STANDARD SERVICING LOCATIONS FOR SINGLE FAMILY AND SEMI-DETACHED LOTS
FIGURE 5.2	STANDARD STANDARD FOR SHALLOW MAINS AND OFFSETS
FIGURE 5.3	STANDARD MECHANICAL JOINT OFFSET INSTALLATION
FIGURE 5.4	STANDARD 50mm BLOW OFF INSTALLATION
FIGURE 5.7	TYPICAL RESTRAINT DETAILS
FIGURE 5.8	HYDRANT AND VALVE INSTALLATION
FIGURE 5.10	STANDARD INSTALLATION OF 20mm & 25mm WATER SERVICE
FIGURE 5.12	CATHODIC PROTECTION ASSEMBLIES
FIGURE 8.1	LANDSCAPING DETAILS - DECIDUOUS TREE PLANTING

ONTARIO	PROVINCIAL STANDARD DRAWING
OPSD 207.043	OPEN GRADED DRAINAGE LAYER WITH SUBDRAIN PIPE
OPSD 310.030	CONCRETE SIDEWALK RAMPS @ INTERSECTION
OPSD 310.050	CONCRETE SIDEWALK DRIVEWAY ENTRANCE DETAILS
OPSD 400.020	CAST IRON, SQUARE FRAME WITH SQUARE FLAT GRATE FOR CATCHBASINS, HERRINGBONE OPENINGS
OPSD 400.120	CAST IRON, SQUARE FRAME WITH BIRDGRATE GRATE FOR CATCH BASINS
OPSD 400.090	CAST IRON, CURB INLET OVERFLOW FOR CATCHBASINS
OPSD 401.010	CAST IRON, SQUARE FRAME WITH CIRCULAR CLOSED OR OPEN COVER FOR MAINTENANCE HOLES
OPSD 404.020	ALUMINUM SAFETY PLATFORM FOR CIRCULAR MAINTENANCE HOLE
OPSD 405.010	MAINTENANCE HOLE STEPS, HOLLOW
OPSD 406.020	STEEL LADDER FOR MAINTENANCE HOLES
OPSD 600.010	CONCRETE BARRIER CURB WITH WIDE GUTTER
OPSD 600.060	CONCRETE SEMI-MOUNTABLE WITH STANDARD GUTTER
OPSD 608.010	METHOD OF TERMINATION, FOR CONCRETE CURB AND GUTTER
OPSD 610.010	CONCRETE CURB AND GUTTER OUTLET AT CATCHBASIN
OPSD 701.030	MAINTENANCE HOLE COMPONENTS, 1200mm DIAMETER, TAPERED TOP AND FLAT CAP
OPSD 701.040	MAINTENANCE HOLE COMPONENTS, 1500mm DIAMETER, TRANSITION CONE AND SLABS
OPSD 701.050	MAINTENANCE HOLE COMPONENTS, 1800mm DIAMETER, TRANSITION SLABS
OPSD 701.061	PRECAST MAINTENANCE HOLE COMPONENTS, 2400mm DIAMETER RISER AND BASE SLAB
OPSD 704.010	PRECAST CONCRETE ADJUSTMENT UNITS FOR MAINTENANCE HOLES, CATCHBASINS AND VALVE CHAMBERS
OPSD 705.010	PRECAST CONCRETE CATCHBASIN 600 x 600
OPSD 705.030	PRECAST CONCRETE DITCH INLET 600mm x 600mm
OPSD 708.010	CATCHBASIN CONNECTION FOR RIGID MAIN PIPE SEWER
OPSD 708.030	CATCHBASIN CONNECTION FOR FLEXIBLE MAIN PIPE SEWER
OPSD 803.04	BACKFILL FOR SEWERS AND PRESSURIZED CONDUITS, RIGID AND FLEXIBLE PIPE
OPSD 906.01	DEAD END BARRICADE
OPSD 1001.01	PRECAST MANHOLE-1200mm DIA.
OPSD 1001.02	PRECAST MANHOLE-1500mm & 1800mm DIA.
OPSD 1003.010	CAST-IN-PLACE MAINTENANCE HOLE DROP STRUCTURE TEE
OPSD 1004.01	MANHOLE BENCHING DETAILS
OPSD 1006.010	SEWER SERVICE CONNECTIONS FOR RIGID MAIN PIPE SEWER
OPSD 1006.020	SEWER SERVICE CONNECTIONS FOR FLEXIBLE MAIN PIPE SEWER
OPSD 1101.020	VALVE OPERATOR DETAIL
OPSD 1102.02	BEDDING FOR PRESSURIZED CONDUITS, FLEXIBLE PIPE
OPSD 1103.010	CONCRETE THRUST BLOCKS FOR TEE, PLUS AND TRANSITION SLABS
OPSD 1103.020	CONCRETE THRUST BLOCKS FOR VERTICAL BENDS
OPSD 1109.011	CATHODIC PROTECTION FOR NON-METALLIC WATERMAIN SYSTEMS



BEDDING STANDARD FOR RIGID AND FLEXIBLE PIPE

SCALE N.T.S.



EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION
	DESIGN	TK	1	NST SUBMISSION	NOV. 26, 2020	1			ENG PLUS LTD.	
	DRAWN BY	TK	2	MECP ECA SUBMISSION	MAY 28, 2021	2			ENG PLUS LTD.	
	CHECKED	VP	3	ENGINEERING SUBMISSION	JAN. 31, 2022	3			ENG PLUS LTD.	
	APPROVED	VP	4	PER MXC COMMENTS	MAY 16, 2022	4			ENG PLUS LTD.	
	DATE	JUNE 2022	5	PER MXC COMMENTS-MAY 31, 2022	JUNE 01, 2022	5			ENG PLUS LTD.	

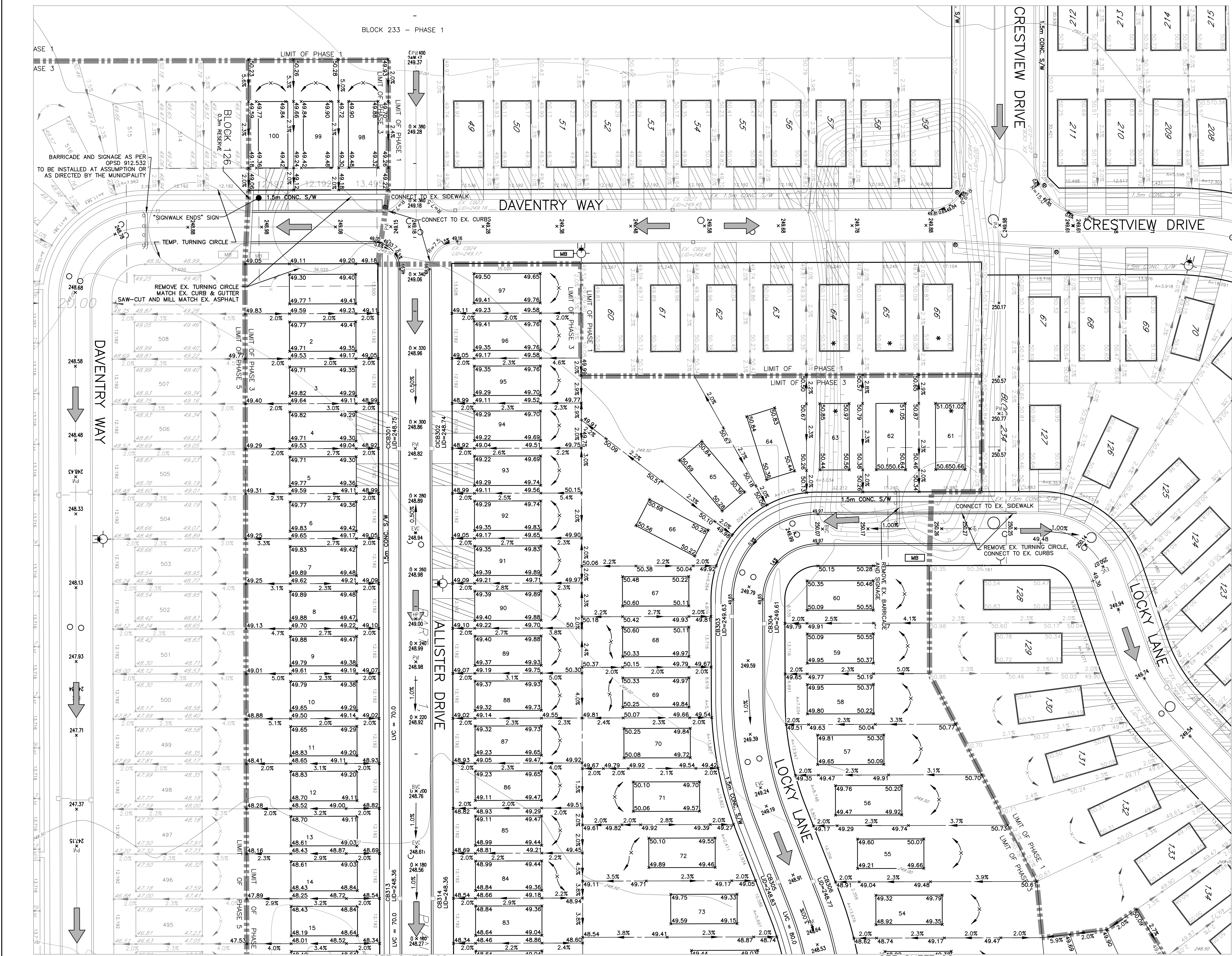
ENG PLUS
Engineers
Landscape Architects
and Building Designers
100-609 WILLIAM STREET, LONDON, ON. N6B 301
tel. 519.438.6994 fax. 519.438.7092

ENGINEER'S STAMP
LICENSED PROFESSIONAL ENGINEER
MAY 01, 2022
V. PHAM
PROVINCE OF ONTARIO

middlesex centre
in the centre of it all

SCALE: AS SHOWN
TITLE: KILWORTH HEIGHTS WEST PHASE 3 & 4
KILWORTH HEIGHTS WEST LTD.
PROJECT No.: 19.216
SHEET No.: 06
PLAN FILE No.:

PRINTED ON: Jan. 02, 2022 2:32pm FILE NAME: A:\Engineering\Drawings\19.216_KHW - PHASE 3 NOTES.dwg LAYOUT: 06 GENERAL NOTES & MISCELLANEOUS DETAILS



LEGEND

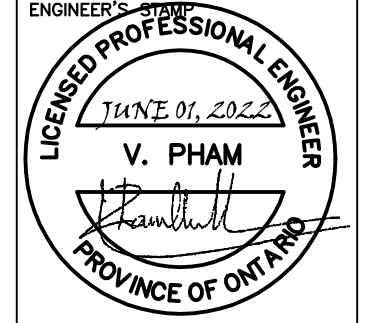
- \times 48.25 PROPOSED FINISHED GROUND ELEVATIONS
- \times 48.55 PROPOSED FUTURE GROUND ELEVATIONS
- \times 244.55 EXISTING ELEVATION TO REMAIN
- \rightarrow PROPOSED SURFACE DRAINAGE
- \rightarrow EX. SURFACE DRAINAGE
- \rightarrow EXISTING CONTOURS PRIOR TO CONSTRUCTION
- \circ SIDEWALK RAMP (c/w TACTILE PLATE AS PER MIDDLESEX CENTRES FIGURE 1.1.1.)
- \rightarrow PROPOSED SWALE
- \rightarrow LIMIT OF SUBDIVISION
- \square CATCHBASIN MANHOLE W/ SEDIMENT CONTROL
- \square CATCHBASIN W/ SEDIMENT CONTROL
- 57 LOT NUMBER
- * LOT REQUIRED ENGINEERED FILL
- L/O, PL/O LOOK-OUT, PARTIAL LOOK-OUT LOT
- W/O, PW/O WALK-OUT, PARTIAL WALK-OUT LOT
- SF STEPPED FOUNDATIONS (SIDE TO SIDE)
- \rightarrow PROPOSED DRIVEWAY LOCATION
- \rightarrow PROPOSED MAJOR OVERLAND FLOW ROUTE

- SEDIMENT CONTROL MEASURES**
- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
 - ALL EROSION CONTROL MEASURES TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
 - MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTIONS.
 - ALL COLLECTED SEDIMENT TO BE DISPOSED OF AT AN APPROVED LOCATION.
 - MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
 - ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN.
 - PROTECT ALL CATCHBASINS, MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270 R)
 - KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
 - PREVENT WIND-BLOWN DUST.
 - STRAW BALES TO BE USED IN LOCALIZED AREAS AS SHOWN AND AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION.
 - STRAWBALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
 - ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
 - ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.

- GRADING NOTES**
- EXISTING DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
 - LOCALIZED SURFACE DRAINAGE FROM THE ABUTTING PROPERTIES TO BE DEVELOPED IN FUTURE MAY BE DISCHARGED ONTO THE PROPOSED LOTS IN THIS SUBDIVISION.
 - BASEMENT OPENINGS TO BE MINIMUM 300mm ABOVE THE CENTRE-LINE OF ROAD UNLESS OTHERWISE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING.
 - GROUND ELEVATIONS AT HOUSES ABUTTING OVERLAND FLOW ROUTES ARE TO BE 225mm ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
 - RETAINING WALLS, 1.0m HIGH OR GREATER, ARE TO BE DESIGNED BY AND CONSTRUCTED TO THE SPECIFICATIONS OF A REGISTERED PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE ONTARIO BUILDING CODE.
 - FOR SUBDIVISIONS: SUMP PUMP DISCHARGE MUST BE DIRECTED TO THE STORM SEWER VIA THE STORM PDC.
 - WHERE THERE ARE NO STORM PDC'S, SUMP PUMP DISCHARGE MUST BE DIRECTED AWAY FROM DRIVEWAYS AND SIDEWALKS AND MUST NOT EXTEND BEYOND PROPERTY LIMITS.
 - FOR BACK DRAINAGE LOTS THROUGH OVER ANOTHER LOT IN THE SUBDIVISION, THE FRONT SPLIT POINT IS AT 9.0M. FRONT ROOF WATER LEADERS TO DIRECT DRAINAGE TO THE ROAD.

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION	ENGINEER'S SEAL	SCALE	TITLE	PROJECT No.
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					2	CHECKED VP	3 ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.	CONSULTANT	5.0 0 10m			GRADING & EROSION CONTROL PLAN - PART 1
					3	APPROVED VP	4 PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.	CONSULTANT				
					4	DATE	5 PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.					

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 100-603 WILLIAM STREET, LONDON, ON. N6B 301
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GRADING & EROSION CONTROL PLAN - PART 1

PROJECT No. 19.216
 SHEET No. 07
 PLAN FILE No.

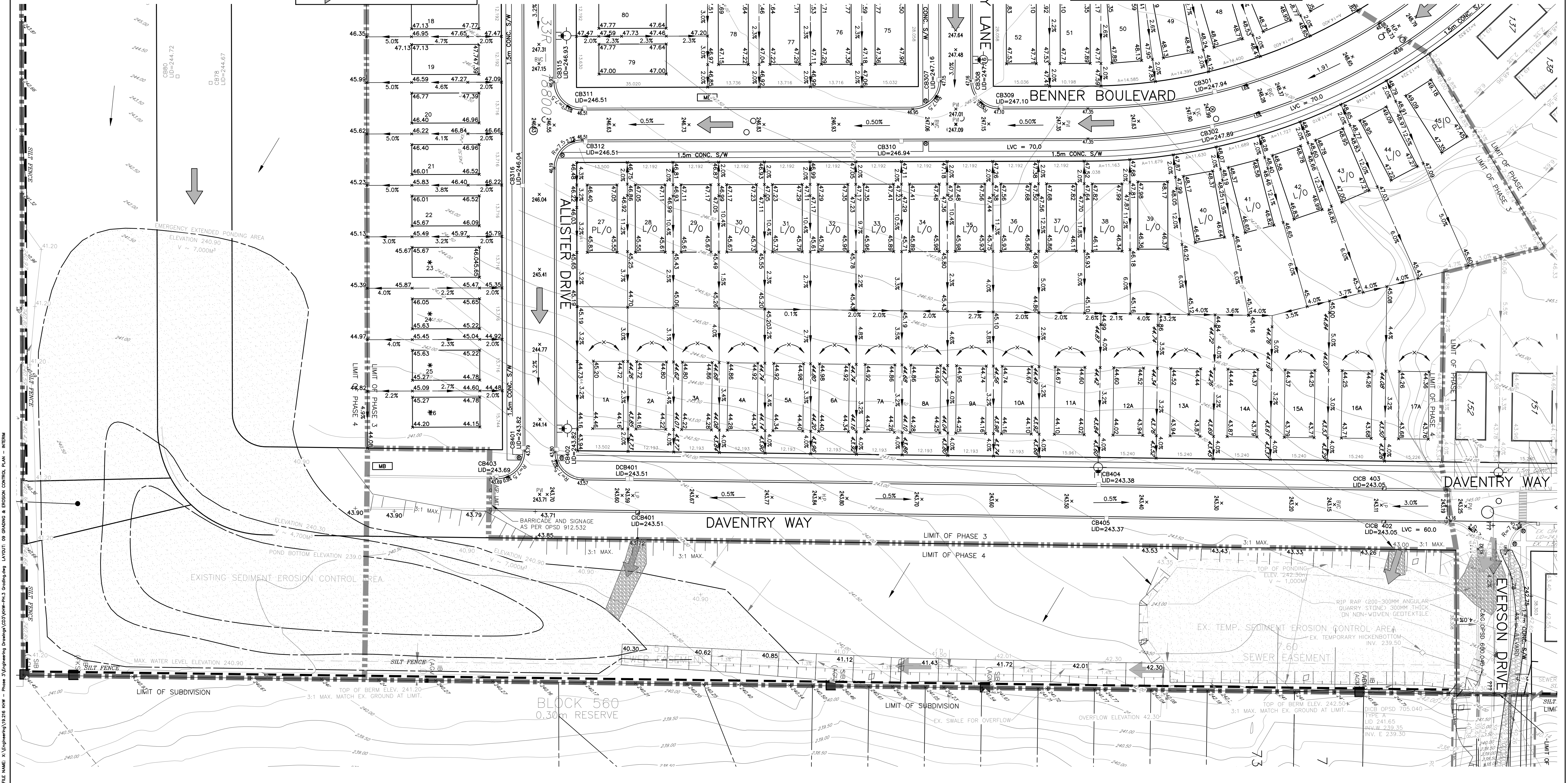
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LEGEND

- PROPOSED FINISHED GROUND ELEVATIONS
- EXISTING ELEVATION TO REMAIN
- PROPOSED SURFACE DRAINAGE
- EX. SURFACE DRAINAGE
- EXISTING CONTOURS PRIOR TO CONSTRUCTION
- SIDEWALK RAMP (c/w TACTILE PLATE AS PER MIDDLESEX CENTRES FIGURE 1.1.1.)
- PROPOSED SWALE
- LIMIT OF SUBDIVISION
- SILT FENCE
- CATCHBASIN MANHOLE W/ SEDIMENT CONTROL
- CATCHBASIN W/ SEDIMENT CONTROL
- LOT NUMBER
- LOT REQUIRED ENGINEERED FILL
- STEPPED FOUNDATIONS (SIDE TO SIDE)
- PROPOSED DRIVEWAY LOCATION
- PROPOSED MAJOR OVERLAND FLOW ROUTE

- SEDIMENT CONTROL MEASURES**
- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
 - ALL EROSION CONTROL MEASURES TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
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 - MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
 - ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN.
 - PROTECT ALL CATCHBASINS, MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXILE (TERRAFIX 270 R)
 - KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
 - PREVENT WIND-BLOWN DUST.
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 - STRAWBALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
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 - ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.

- GRADING NOTES**
- EXISTING DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
 - LOCALIZED SURFACE DRAINAGE FROM THE ABUTTING PROPERTIES TO BE DEVELOPED IN FUTURE MAY BE DISCHARGED ONTO THE PROPOSED LOTS IN THIS SUBDIVISION.
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 - WHERE THERE ARE NO STORM PDC'S, SUMP PUMP DISCHARGE MUST BE DIRECTED AWAY FROM DRIVEWAYS AND SIDEWALKS AND MUST NOT EXTEND BEYOND PROPERTY LIMITS.



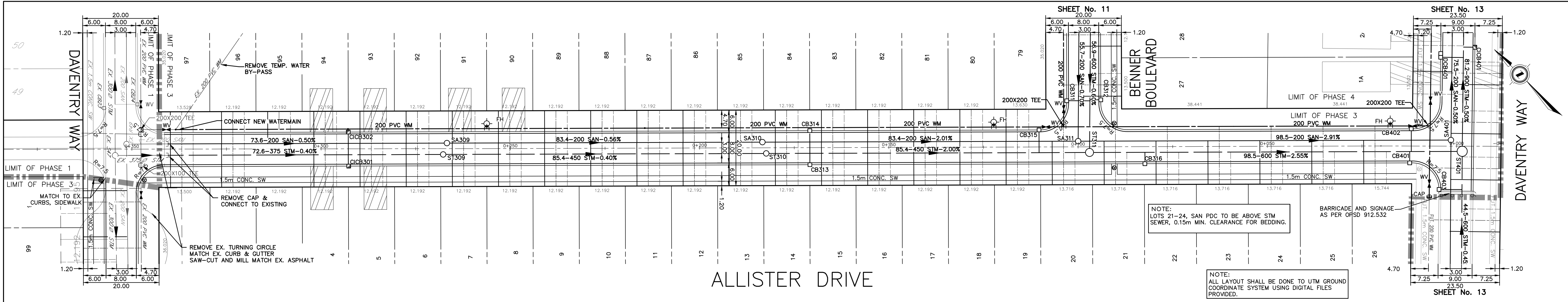
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				DRAWN BY	TK				ENG PLUS LTD.					
				CHECKED	VP	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.					
				APPROVED	VP	4	PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.					
				DATE	JUNE 2022	5	PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.					

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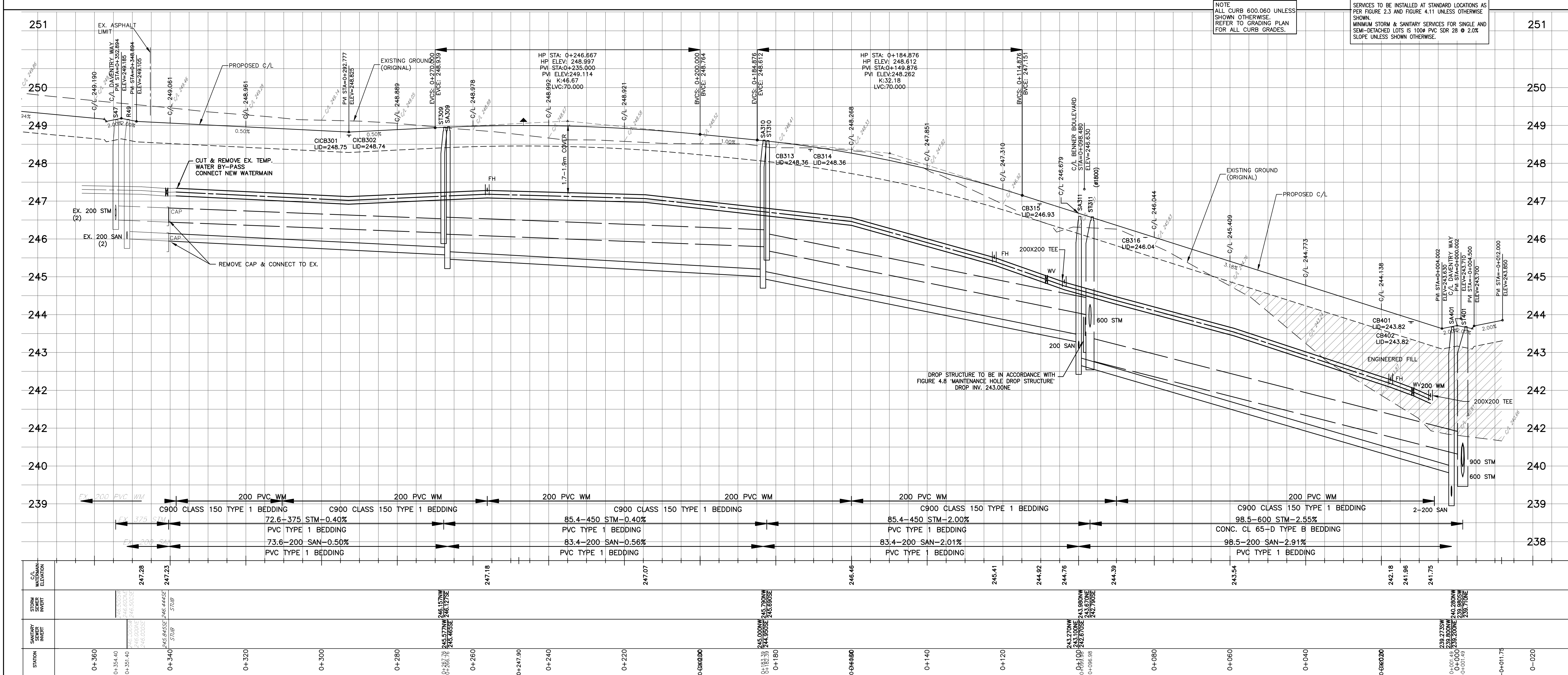
100-623 WILLIAM STREET, LONDON, ON. N6B 301
tel. 519-438-6994 fax. 519-438-7052

**middlesex
centre**
in the centre of it all

PRINTED ON: Jan 02, 2022 2:35pm FILE NAME: X:\Engineering\Drawings\GIS\New-Ph3-Grading-09-Grading & Erosion Control Plan - Interim



ALLISTER DRIVE



EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION
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					CHECKED	VP	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
					APPROVED	VP	4	PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	JUNE 2022	5	PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

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 tel. 519-438-6994 fax. 519-438-7052

ENGINEER'S SEAL
V. PHAM
 LICENSED PROFESSIONAL ENGINEER
 PROVINCE OF ONTARIO

middlesex centre
 in the centre of it all

SCALE - 1 : 500
 5.0 0 10m
 SCALE - 1 : 50
 0.5 0 1m

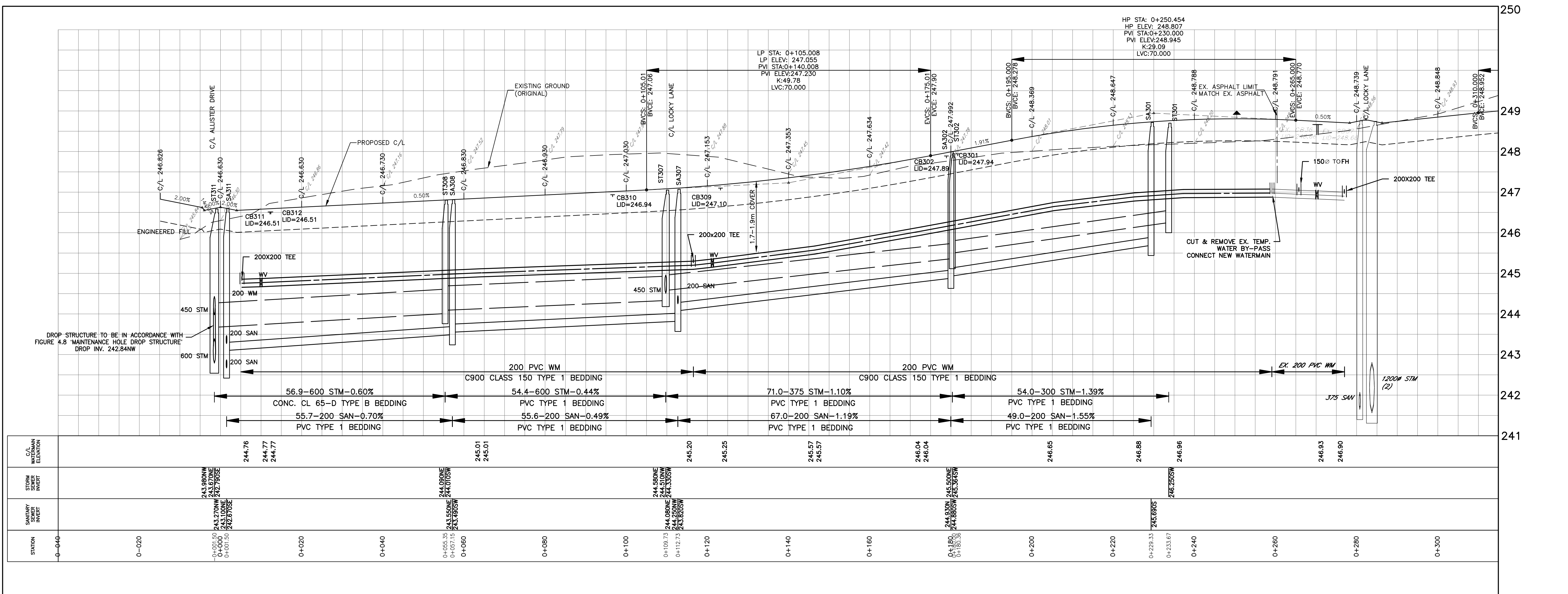
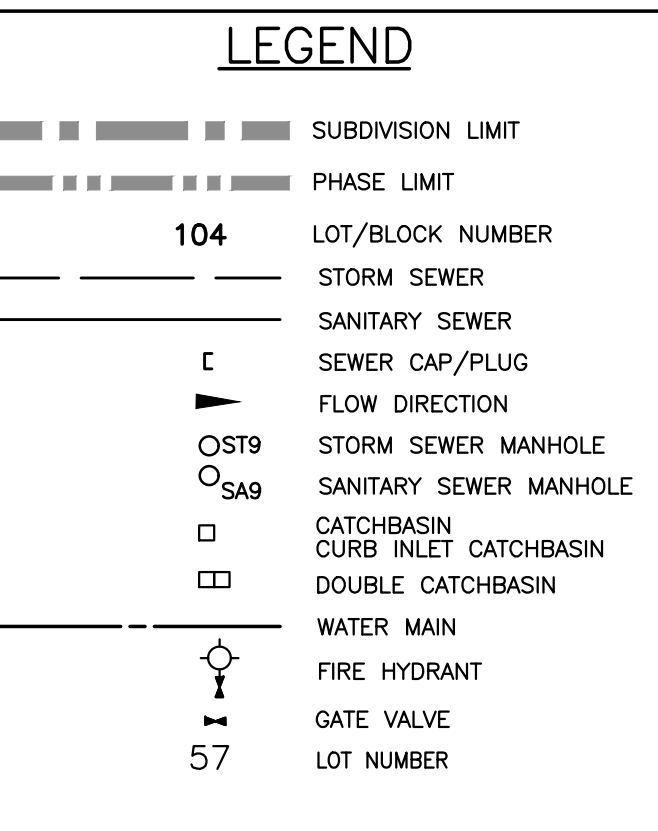
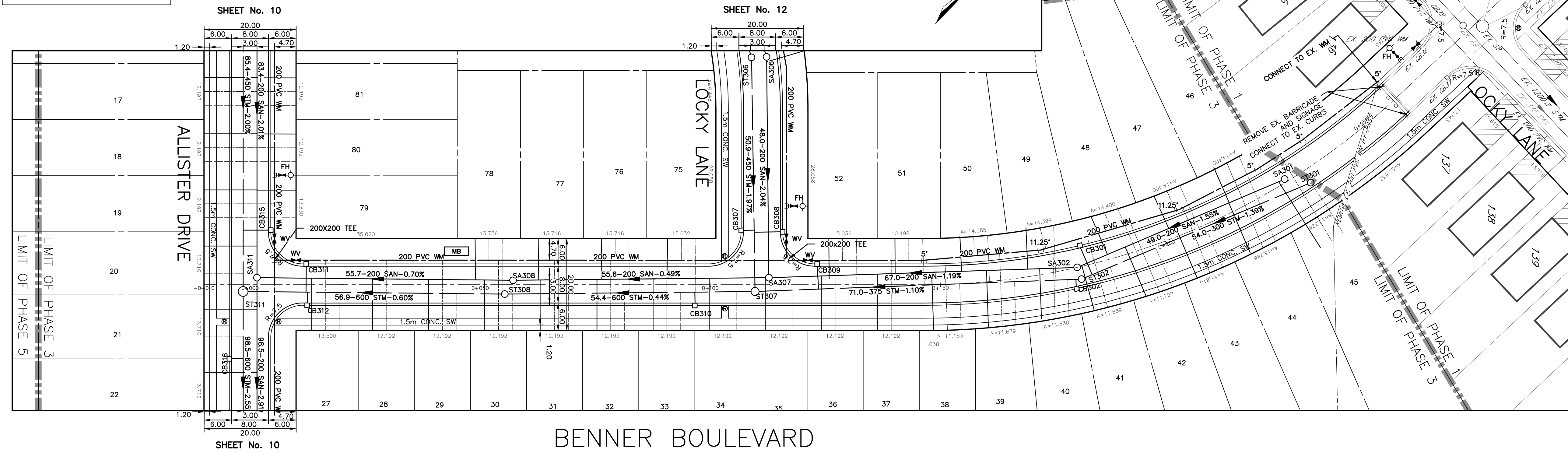
KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
ALLISTER DRIVE
 STA. 0+365 TO STA. 0+015
 PROJECT No. 19.216
 SHEET No. 10
 PLAN FILE No.

PRINTED ON: Jan 02, 2022 2:35pm FILE NAME: K:\Engineering\Drawings\Sheet Set\Allister Drive.dwg LA\VDUT: 10 ALLISTER DRIVE

SERVICING NOTES:
SERVICES TO BE INSTALLED AT STANDARD LOCATIONS AS PER FIGURE 2.3 AND FIGURE 4.11 UNLESS OTHERWISE SHOWN.
MINIMUM STORM & SANITARY SERVICES FOR SINGLE AND SEMI-DETACHED LOTS IS 100P PVC SDR 28 @ 2.0% SLOPE UNLESS SHOWN OTHERWISE.

NOTE:
ALL CURB 800.060 UNLESS SHOWN OTHERWISE.
REFER TO GRADING PLAN FOR ALL CURB GRADES.

NOTE:
ALL LAYOUT SHALL BE DONE TO UTM GRID COORDINATE SYSTEM USING DIGITAL FILES PROVIDED.



PRINTED ON: Jan 02, 2022 2:36pm FILE NAME: K:\Engineering\Drawings\Sheet Set\Benner Boulevard.dwg LAYOUT: 11 BENNER BOULEVARD

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					CHECKED	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
					APPROVED	4	PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

ENG PLUS Engineers Landscape Architects and Building Designers
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tel. 519-438-6994 fax. 519-438-7052

ENGINEER'S SEAL
LICENSED PROFESSIONAL ENGINEER
V. PHAM
PROVINCE OF ONTARIO

middlesex centre
in the centre of it all

SCALE - 1 : 500
5.0 0 10m
SCALE - 1 : 50
0.5 0 1m

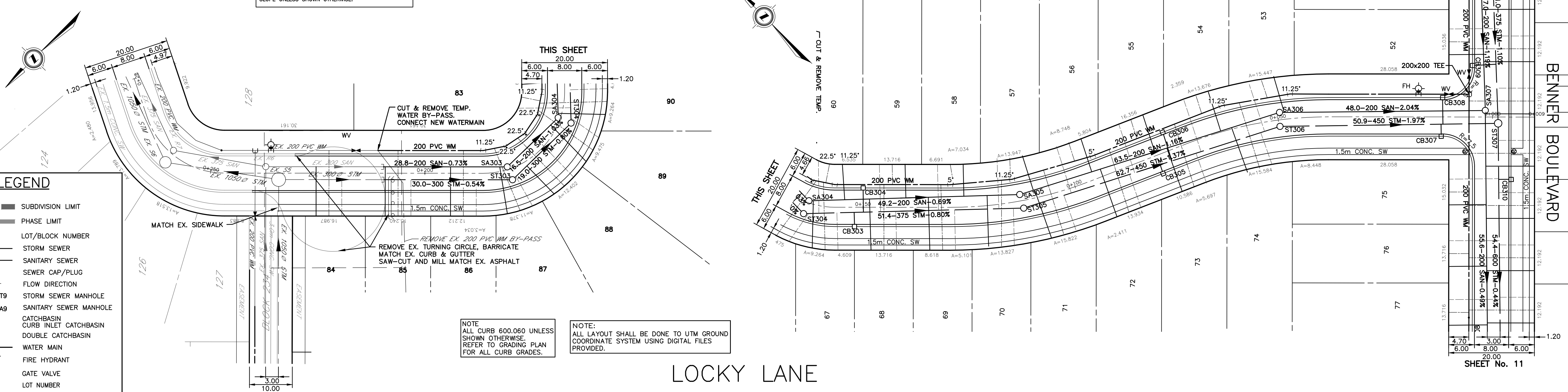
TITLE
KILWORTH HEIGHTS WEST PHASE 3 & 4
KILWORTH HEIGHTS WEST LTD.
BENNER BOULEVARD
STA 0+000 TO STA 0+280

PROJECT No. 19.216
SHEET No. 11
PLAN FILE No.

SERVICING NOTES:
 SERVICES TO BE INSTALLED AT STANDARD LOCATIONS AS PER FIGURE 2.3 AND FIGURE 4.11 UNLESS OTHERWISE SHOWN.
 MINIMUM STORM & SANITARY SERVICES FOR SINGLE AND SEMI-DETACHED LOTS IS 100P PVC SDR 28 @ 2.0% SLOPE UNLESS SHOWN OTHERWISE.

LEGEND

	SUBDIVISION LIMIT
	PHASE LIMIT
	LOT/BLOCK NUMBER
	STORM SEWER
	SANITARY SEWER
	SEWER CAP/PLUG
	FLOW DIRECTION
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	CATCHBASIN
	CURB INLET CATCHBASIN
	DOUBLE CATCHBASIN
	WATER MAIN
	FIRE HYDRANT
	GATE VALVE
	LOT NUMBER

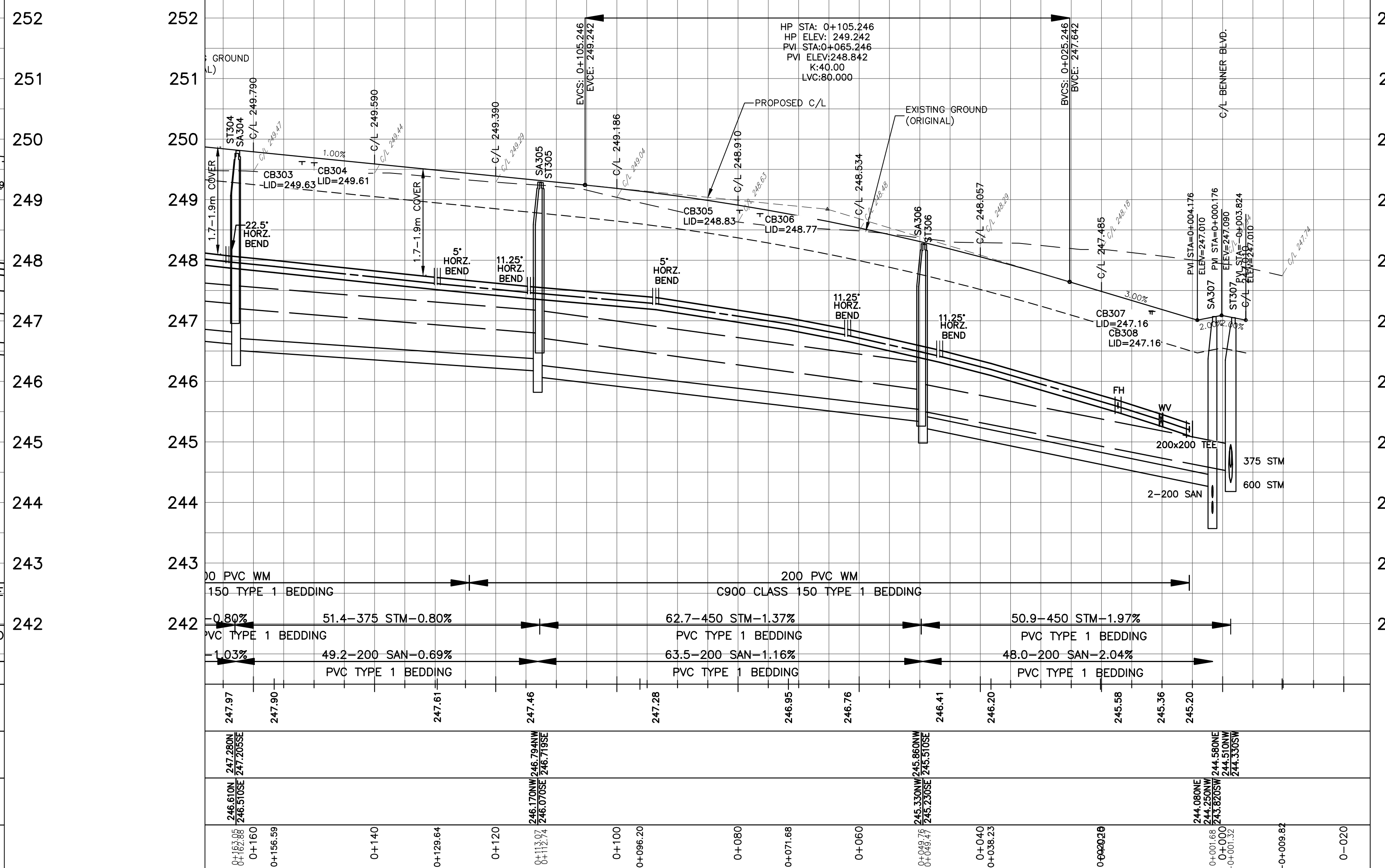
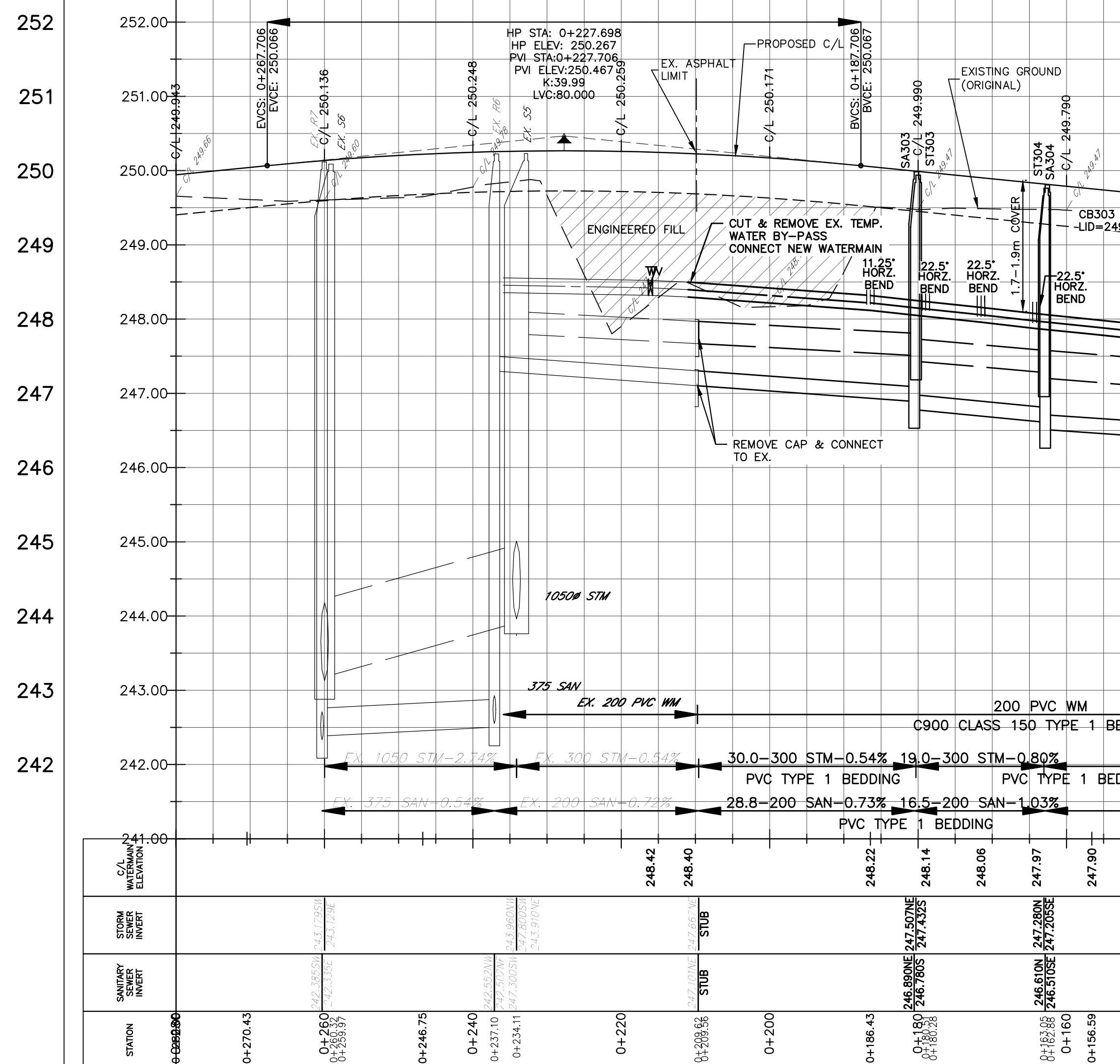


LOCKY LANE

SHEET No. 11

SHEET No. 11

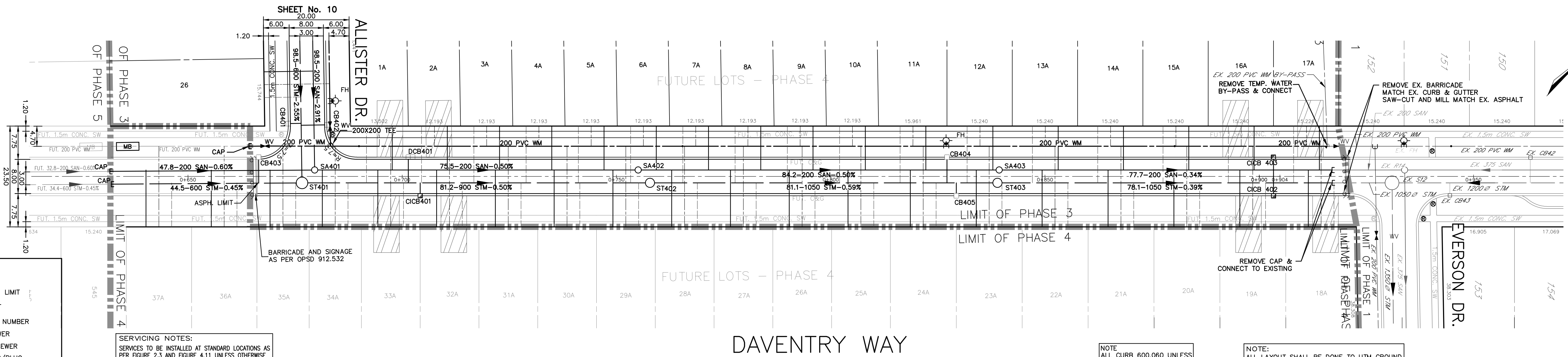
BENNER BOULEVARD



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EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
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					DRAWN BY	2	MECP ECA SUBMISSION	MAY 28, 2021	ENG PLUS LTD.
					CHECKED	3	ENGINEERING SUBMISSION	JAN. 31, 2022	ENG PLUS LTD.
					APPROVED	4	PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

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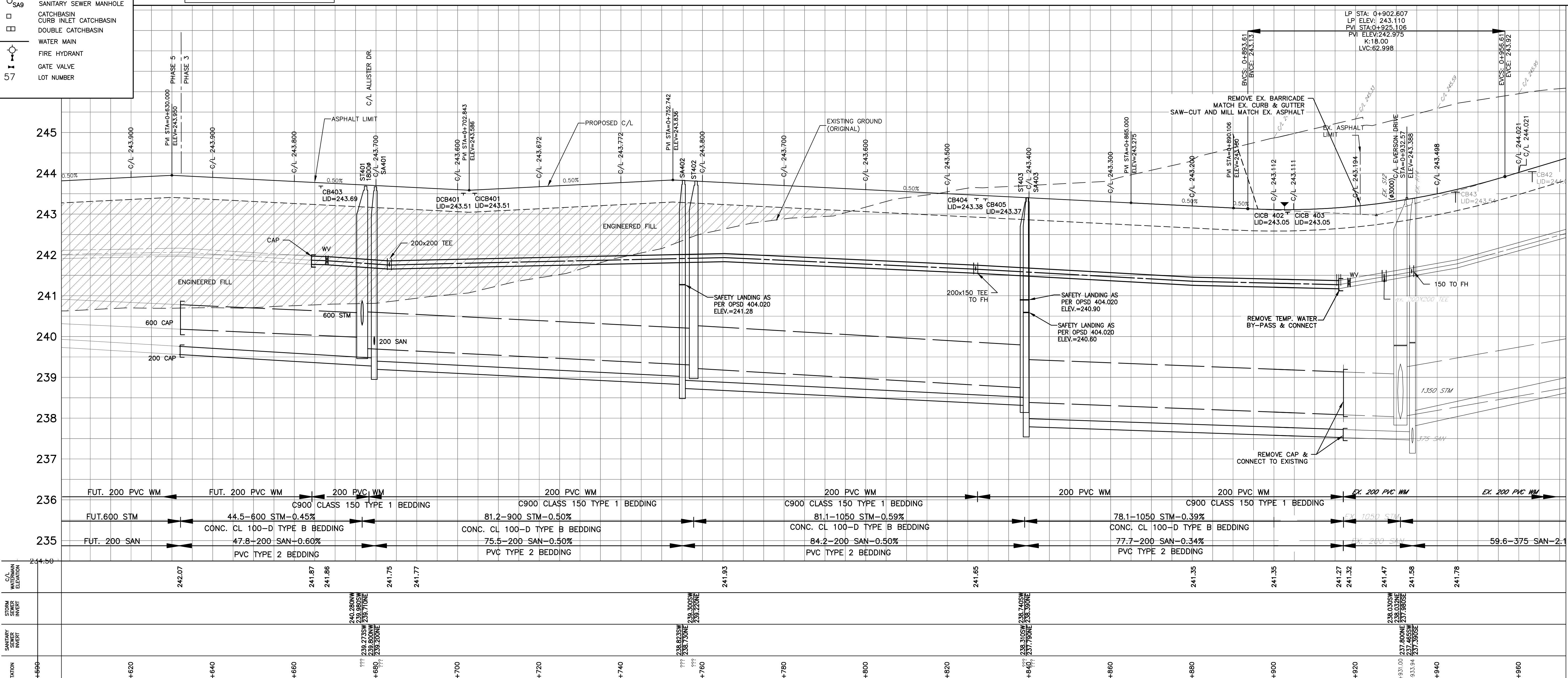
LEGEND

	SUBDIVISION LIMIT
	PHASE LIMIT
	104 LOT/BLOCK NUMBER
	STORM SEWER
	SANITARY SEWER
	SEWER CAP/PLUG
	FLOW DIRECTION
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	CATCHBASIN
	CURB INLET CATCHBASIN
	DOUBLE CATCHBASIN
	WATER MAIN
	FIRE HYDRANT
	GATE VALVE
	57 LOT NUMBER

SERVICING NOTES:
 SERVICES TO BE INSTALLED AT STANDARD LOCATIONS AS PER FIGURE 2.3 AND FIGURE 4.11 UNLESS OTHERWISE SHOWN.
 MINIMUM STORM & SANITARY SERVICES FOR SINGLE AND SEMI-DETACHED LOTS IS 100mm PVC SDR 26 @ 2.0% SLOPE UNLESS SHOWN OTHERWISE.

NOTE:
 ALL CURB 600.060 UNLESS SHOWN OTHERWISE.
 REFER TO GRADING PLAN FOR ALL CURB GRADES.

NOTE:
 ALL LAYOUT SHALL BE DONE TO UTM GROUND COORDINATE SYSTEM USING DIGITAL FILES PROVIDED.



EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
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					APPROVED VP	4	PER MKC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MKC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

STATION	0+600	0+620	0+640	0+660	0+680	0+700	0+720	0+740	0+760	0+780	0+800	0+820	0+840	0+860	0+880	0+900	0+920	0+940	0+960
C/L WATERMAIN ELEVATION		242.07		241.87	241.86		241.75	241.77		241.93		241.65		241.35		241.32	241.47	241.58	241.78
STORM SEWER INVERT				240.260M 239.960M 239.710M													238.000M 237.800M 237.600M		
SANITARY SEWER INVERT																			

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 100-609 WILLIAM STREET, LONDON, ON. M6B 301
 tel. 519-438-6994 fax. 519-438-7052

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 V. PHAM
 PROVINCE OF ONTARIO

middlesex centre
 in the centre of it all

SCALE = 1 : 500
 5.0 0 10m
 SCALE = 1 : 50
 0.5 0 1m

TITLE
KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
DAVENTRY WAY
 STA. 0+620 TO STA. 0+960

PROJECT No. 19.216
 SHEET No. 13
 PLAN FILE No.

PRINTED ON: Jan 02, 2022 2:35pm FILE NAME: K:\Engineering\Drawings\Sheet Set\Daventry Way.dwg LAYOUT: 13 DAVENTRY WAY

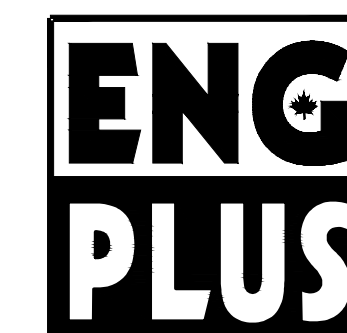
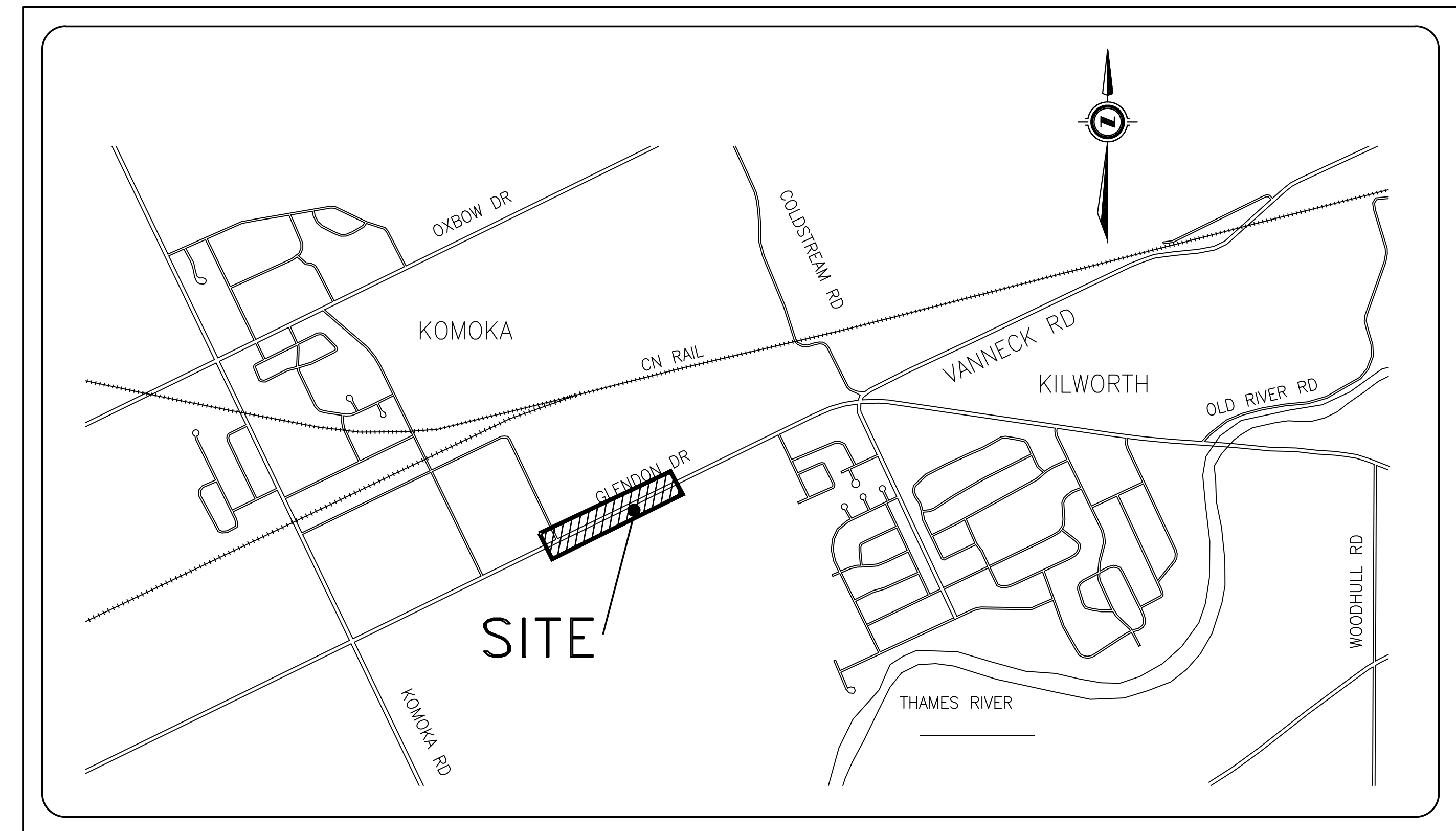
MUNICIPALITY OF MIDDLESEX CENTRE

KILWORTH HEIGHTS WEST SUBDIVISION

PHASE 3 & 4 - GLENDON DRIVE TWIN WATERMAIN

INDEX OF DRAWINGS

Sheet No.	Sheet Title	Description
--	COVER PAGE.	
1	GLENDON DRIVE	STA. 0+440 - STA. 0+775
2	GLENDON DRIVE	STA. 0+775 - STA. 1+060
3	CROSS SECTIONS	CROSS SECTIONS



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tel. 519.438.6994 fax. 519.438.7052



SEDIMENT CONTROL MEASURE NOTES

1. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
3. MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
4. ALL COLLECTED SEDIMENT MUST BE DISPOSED OF AT AN APPROVED LOCATION.
5. MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
6. ALL DEWATERING MUST BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN.
7. PROTECT ALL CATCH BASINS, MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270R).
8. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
9. PREVENT WIND BLOWN DUST.
10. STRAW BALES TO BE USED IN LOCALIZED AREAS AS SHOWN AND AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION FOR WORKS WHICH ARE IN OR ADJACENT TO FLOODLINES, FILL LINES AND HAZARDOUS SLOPES.
11. STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
12. OBTAIN APPROVAL FROM APPLICABLE CONSERVATION AUTHORITY PRIOR TO CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOODLINES, FILL LINES AND HAZARDOUS SLOPES.
13. ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
14. ALL OF THE ABOVE NOTES AND ANY SEDIMENT AND EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT AS REQUIRED BY THE MINISTRY OF LABOUR.
 2. ALL SERVICE TRENCHES SHALL BE BACK FILLED WITH SUITABLE (IN THE OPINION OF THE GEOTECHNICAL ENGINEER) NATIVE MATERIAL AND COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
 3. **RECOMMENDED MINIMUM PAVEMENT STRUCTURE:**
 - 450MM GRANULAR B
 - 150MM GRANULAR A
 - 100MM HL8 HOT MIX ASPHALT (PLACED IN TWO 50MM LIFTS)
 - 40MM HL3 HOT MIX ASPHALT
- ASPHALT SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH THE CURRENT OPSS REQUIREMENTS AND COMPACTED TO AT LEAST 97% OF THE MARSHALL MIX DESIGN BULK DENSITY.
- SHOULD CONSTRUCTION TAKE PLACE UNDER WET SUB GRADE OR WEATHER CONDITIONS, SUB GRADE PREPARATION AND GRANULAR REQUIREMENTS SHOULD BE REVIEWED BY THE GEOTECHNICAL ENGINEER.
4. THE OWNER SHALL BE RESPONSIBLE FOR ALL SURFACE AND SUBSURFACE WATERS.
 5. THE OWNER SHALL BE RESPONSIBLE FOR THE COMPLETE RESTORATION OF DISTURBED AREAS ON MUNICIPALITY'S PROPERTY AND THE ADJACENT AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS.

RESTORATION NOTES:

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL, TO THE SATISFACTION OF THE ENGINEER. ALL AT NO COST TO THE MUNICIPALITY AND COUNTY.

ASPHALT AREAS:
SAWCUT AND REMOVE EXISTING ASPHALT AS INDICATED. TAKE PRECAUTIONS TO AVOID UNDERMINING OR DAMAGING EXISTING SERVICES OR EXISTING CURB & GUTTER. RESTORE EXISTING ROAD AS PER MIDDLESEX CENTRE STANDARDS. ALL ASPHALT CUTS ARE TO BE MILLED 50mm DEEP x 500mm WIDE TO CREATE A LAP JOINT FOR NEW ASPHALT AS PER FIGURE 1.256. APPLY ASPHALT TACK COAT PRIOR TO PLACEMENT OF SURFACE COURSE.

CURB AREAS:
SAWCUT AND REMOVE EXISTING CURB AS INDICATED. MATCH EXISTING CURB DETAILS. ALL DAMAGED CURBS TO BE RESTORED TO AS NEW CONDITION.

BOULEVARD AREAS:
ALL DISTURBED BOULEVARDS TO BE RESTORED TO AS NEW CONDITION WITH MIN. 100mm TOPSOIL & SOD.

PAVEMENT MARKINGS:
RESTORE ALL PAVEMENT MARKINGS TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS. MARKINGS SHALL BE COMPLETED IN ACCORDANCE WITH OPSS 710 'CONSTRUCTION SPECIFICATION FOR PAVEMENT MARKING'.

WATERMAIN NOTES

1. ALL WATERMAIN PIPE UP TO AND INCLUDING 300mm DIA. TO BE PVC C900, CLASS 150 DR18.
2. ALL THE WATERMAIN TO HAVE 1.7m TO 1.9m COVER.
3. WHERE COVER TO WATER SERVICES IS LESS THAN 1.5m, THE SERVICE SHALL BE ADEQUATELY INSULATED OVER THE AFFECTED LENGTH OF SERVICE AS PER THE MUNICIPALITIES STANDARD FIGURE 5.2.
4. ALL WATERMAIN MATERIAL AND CONSTRUCTION SHALL CONFORM TO THE CURRENT MUNICIPALITIES STANDARDS FOR SEWER AND WATER. ALL SERVICE CONNECTIONS TO BE 25mm DIAMETER CROSS-LINKED POLYETHYLENE (PEX). PERMITTED PRODUCTS ARE REHAU 'MUNICIPLEX' AND IPEX 'BLUE 904'.
5. MECHANICAL RESTRAINT JOINTS TO BE USED AT ALL TEES AND BENDS.
6. ALL WATERMAIN VALVES SHALL BE GATE VALVES MANUFACTURED TO AWWA C-508 - RESILIENT GATE VALVES. ALL VALVES TO OPEN COUNTER CLOCKWISE.
7. INSTALLATION, HYDROSTATIC TESTING, SWABBING, FLUSHING AND DISINFECTION SHALL BE DONE IN ACCORDANCE WITH THE MUNICIPALITY'S INFRASTRUCTURE DESIGN STANDARDS.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING INVERTS AND UTILITIES PRIOR TO CONSTRUCTION

CONTRACTOR TO PROVIDE ADEQUATE DUST CONTROL AS PER PROJECT ADMINISTRATOR

EXISTING SERVICES NOTES

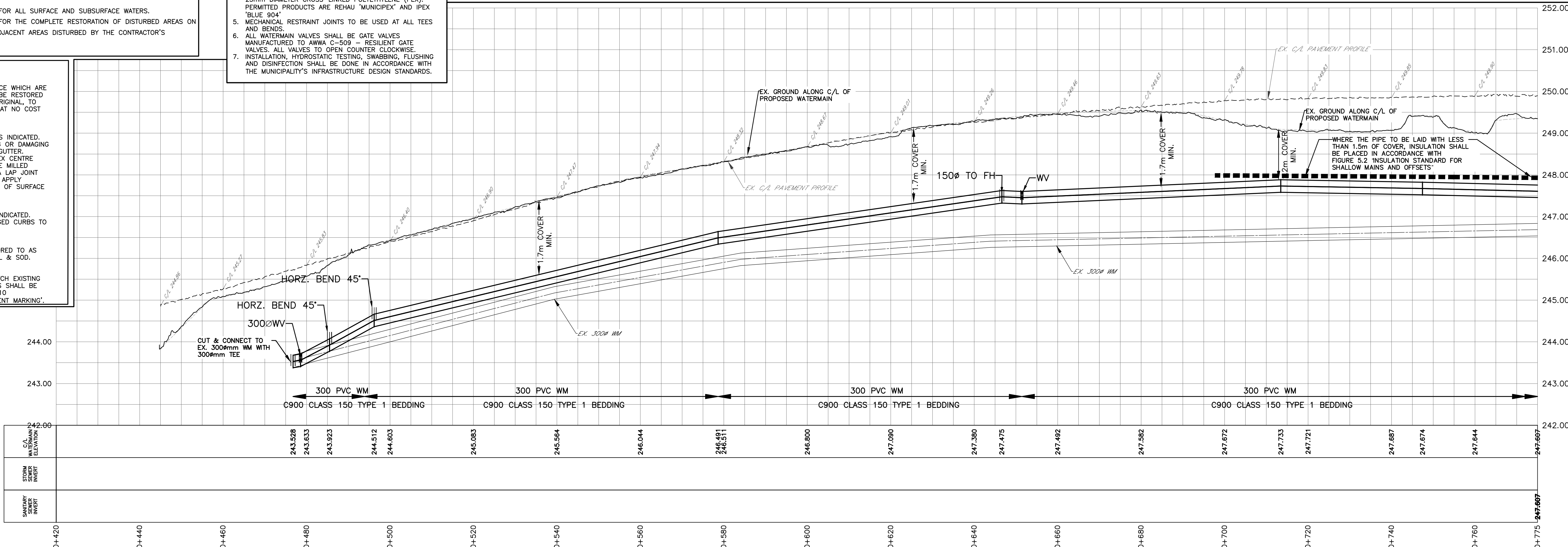
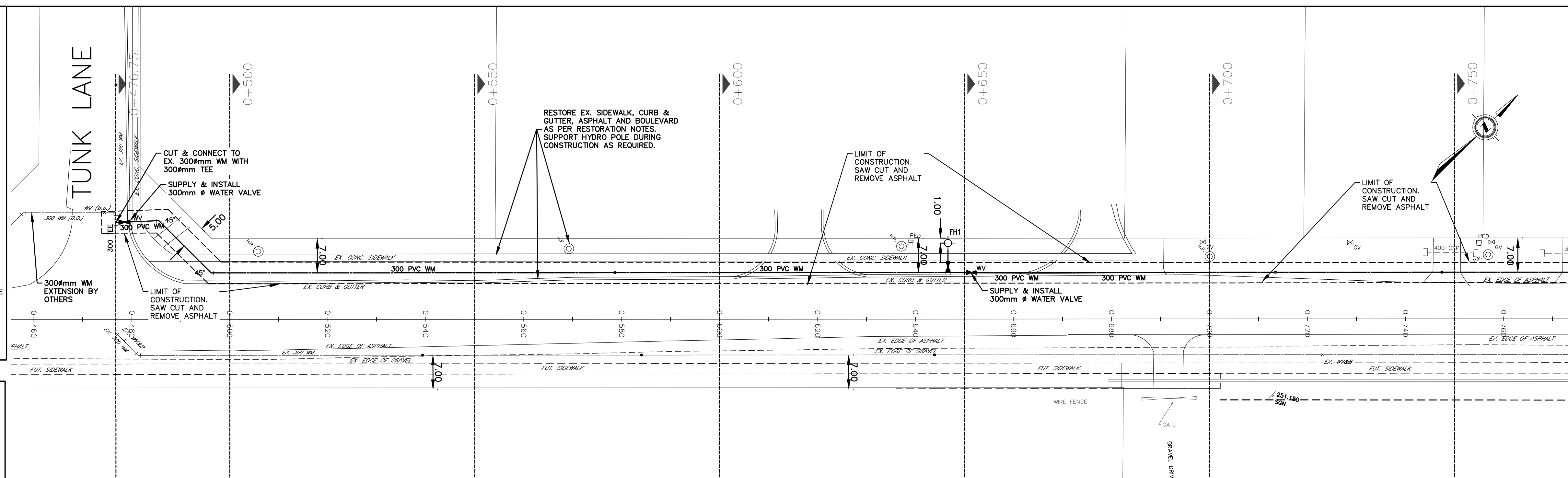
1. BURIED SERVICES HAVE BEEN IDENTIFIED FROM SUPPLIED AS-BUILT DRAWINGS AND MUST BE CONFIRMED IN THE FIELD PRIOR TO EXCAVATION.
2. ABANDONED STORM AND SANITARY PDS'S SHOWN ON THE PLAN OR ENCOUNTERED DURING CONSTRUCTION ARE TO BE EXCAVATED AT THE STREET LINE AND SEALED TO MIDDLESEX CENTRE'S STANDARDS.
3. EXISTING WATER SERVICES MUST BE CUT AND CAPPED AT THE SOURCE. CURB BOXES MUST BE CUT 600mm BELOW FINISHED GRADE. THIS IS AT NO COST TO THE MUNICIPALITY.

ALL CLEARANCES TO ELECTRICAL CONDUCTORS AS SET OUT IN THE 2012 OBC DIV. B-3.1.19.1 'ELECTRICAL CONDUCTOR CLEARANCES TO BUILDINGS' SHALL BE MAINTAINED.

UNION GAS MUST BE NOTIFIED FOR ANY EXCAVATION WORKS WITHIN THE VICINITY OF GAS INFRASTRUCTURE. UNION GAS MUST BE PRESENT WHEN CROSSING THE EXISTING GAS LINE. CONTACT THE GAS COMPANY IN ADVANCE.

NOTE: ALL LAYOUT SHALL BE DONE TO UTM GROUND COORDINATE SYSTEM USING DIGITAL FILES PROVIDED.

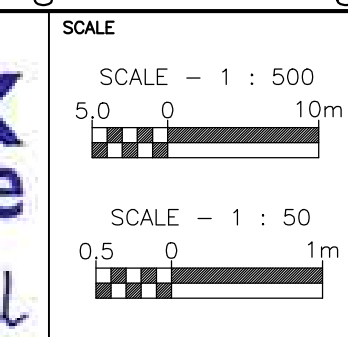
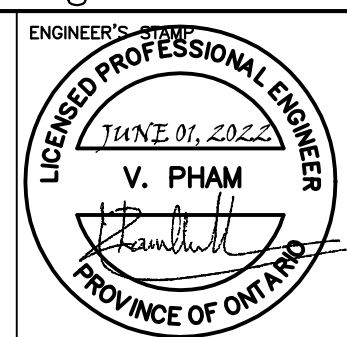
GLENDON DRIVE



PRINTED ON: Jun 02 2022 2:36pm FILE NAME: X:\Engineering\18216 Kilw - Phase 3\Glendon Drive\Glendon Drive.dwg LAYOUT: EXT - GLENDON DRIVE

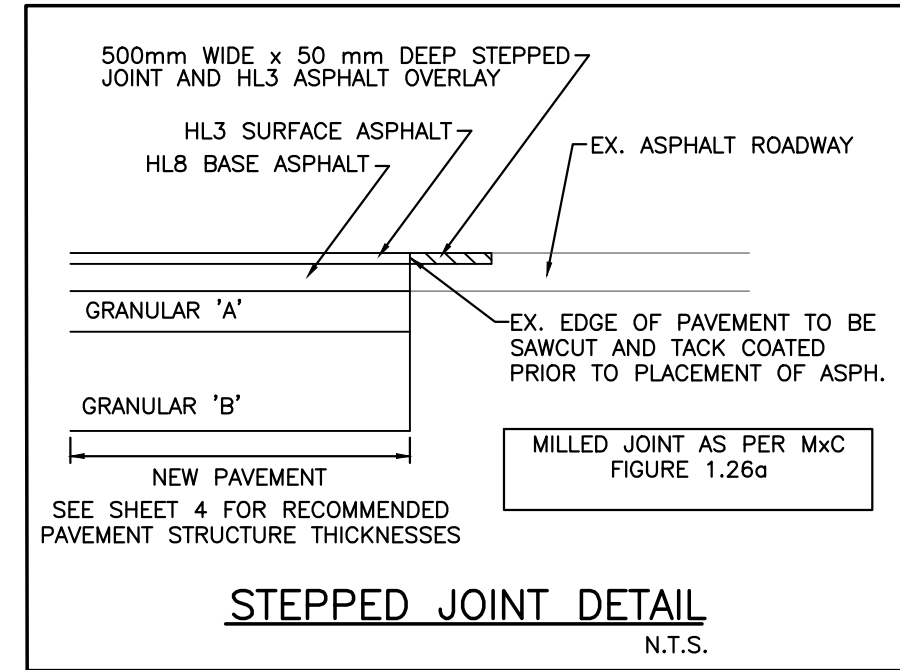
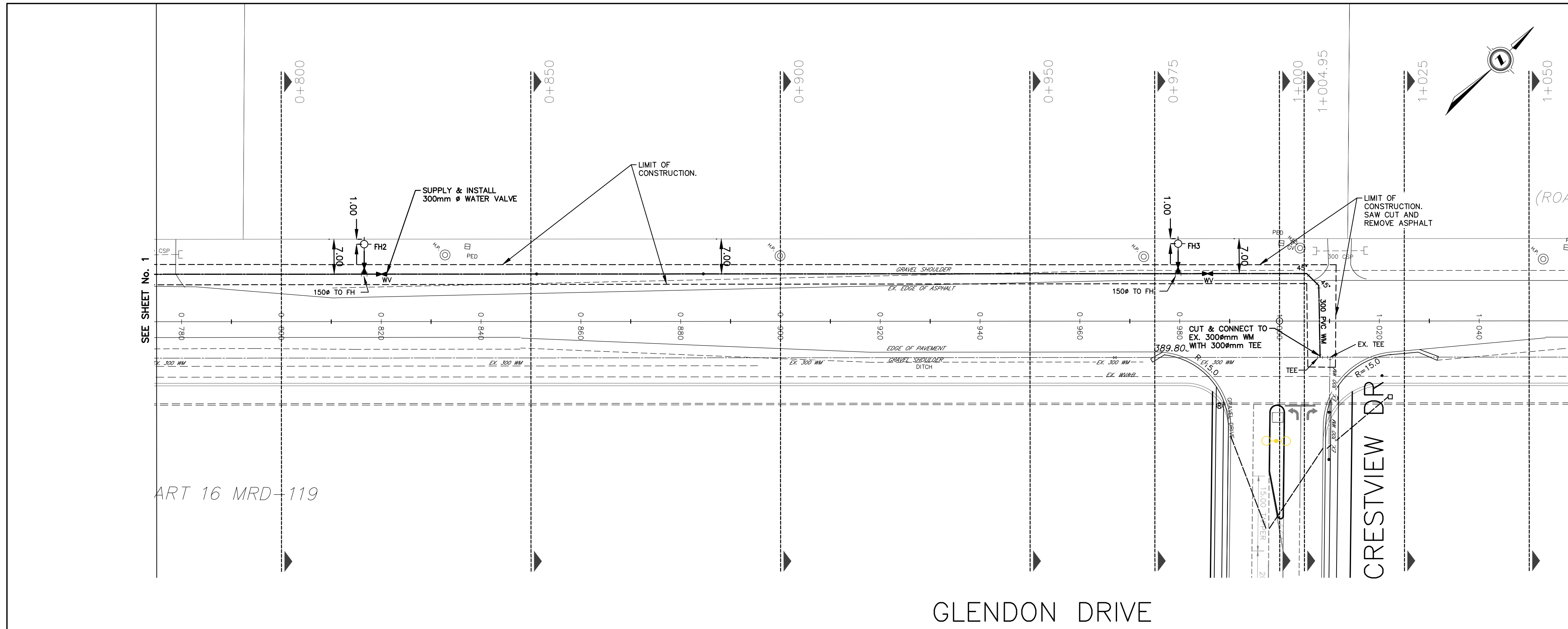
EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN	TK			
					CHECKED	VP			
					APPROVED	VP	44	PER/PERM/COMM/ENGRS	MAY 16, 2022
					DATE	JUNE 2022	55	PER/PERM/COMM/ENGRS/MAY 31, 2022	JUNE 01, 2022

ENG PLUS
Engineers Landscape Architects and Building Designers
 100-609 WILLIAM STREET, LONDON, ON N6B 3G1
 tel. 519.438.6994 fax. 519.438.7052
 email. engplus@engplusltd.com



KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
GLENDON DR. - TWIN WATERMAIN
 STA. 0+460 - STA. 0+775

PROJECT No. 19.216
 SHEET No. EXT-1
 PLAN FILE No.



RESTORATION NOTES:

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL, TO THE SATISFACTION OF THE ENGINEER, ALL AT NO COST TO THE MUNICIPALITY OR COUNTY.

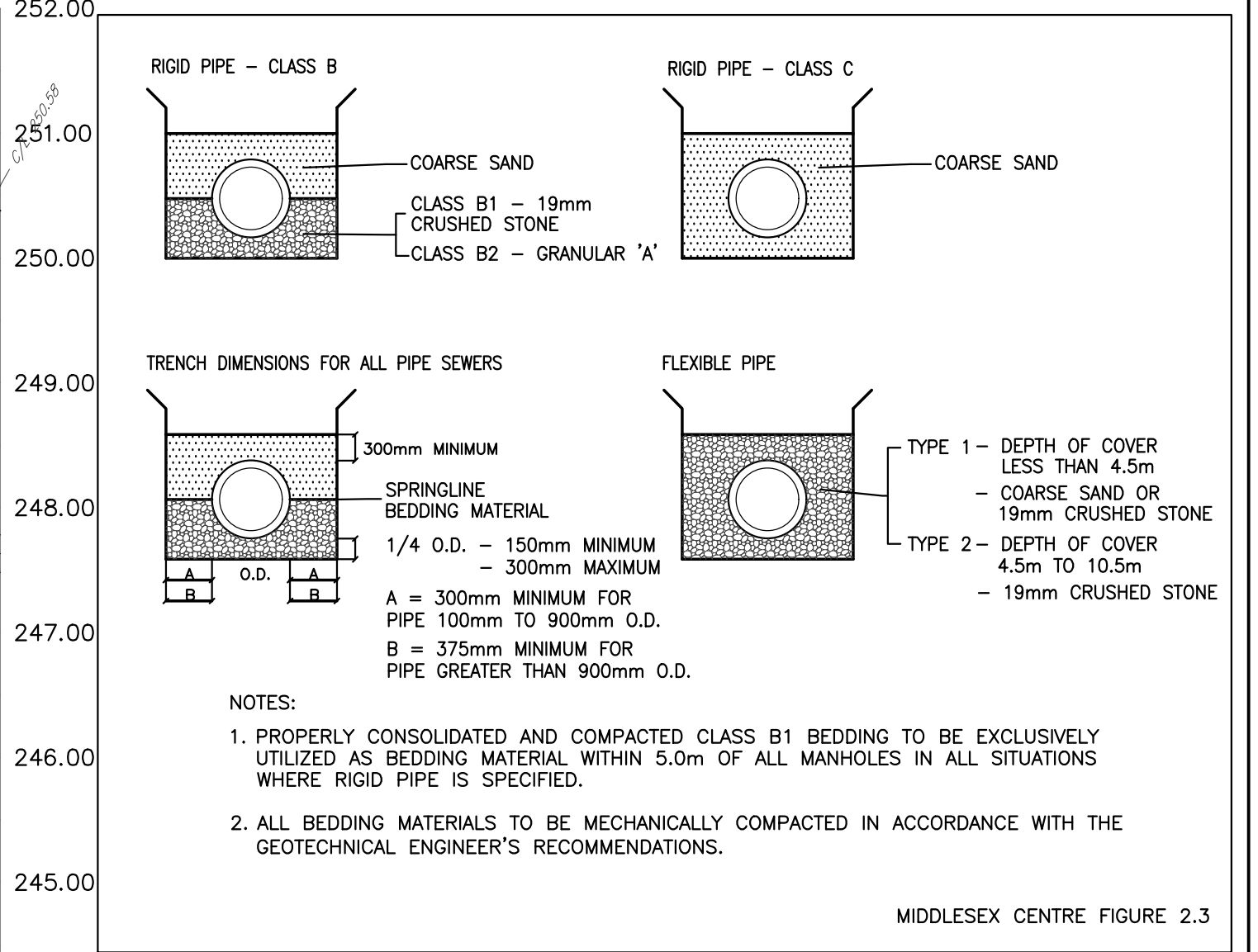
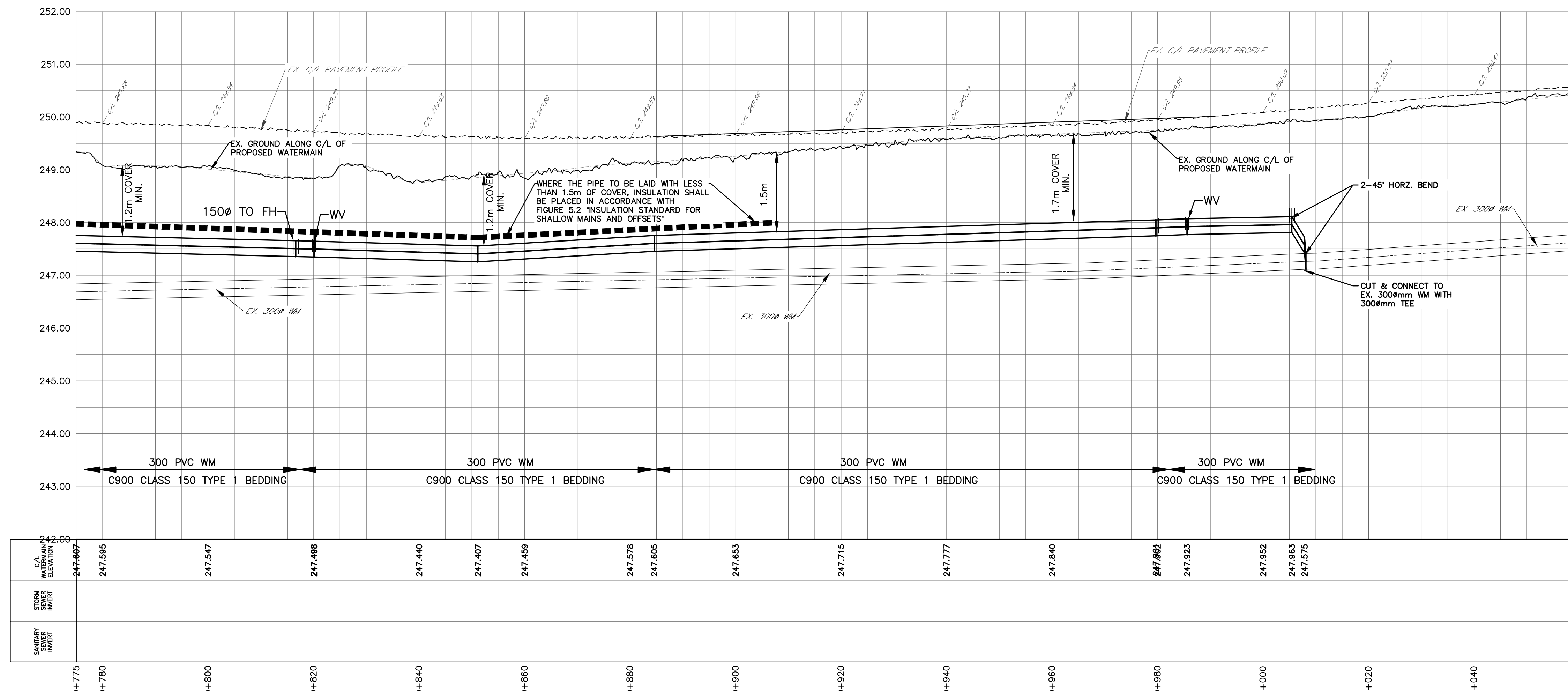
ASPHALT AREAS:
SAWCUT AND REMOVE EXISTING ASPHALT AS INDICATED. TAKE PRECAUTIONS TO AVOID UNDERMINING OR DAMAGING EXISTING SERVICES OR EXISTING CURB & GUTTER. RESTORE EXISTING ROAD AS PER MIDDLESEX CENTRE STANDARDS. ALL ASPHALT CUTS ARE TO BE MILLED 50mm DEEP x 500mm WIDE TO CREATE A LAP JOINT FOR NEW ASPHALT AS PER FIGURE 1.26a. APPLY ASPHALT TACK COAT PRIOR TO PLACEMENT OF SURFACE COURSE.

CURB AREAS:
SAWCUT AND REMOVE EXISTING CURB AS INDICATED. MATCH EXISTING CURB DETAILS. ALL DAMAGED CURBS TO BE RESTORED TO AS NEW CONDITION.

BOULEVARD AREAS:
ALL DISTURBED BOULEVARDS TO BE RESTORED TO AS NEW CONDITION WITH MIN. 100mm TOPSOIL & 50D.

PAVEMENT MARKINGS:
RESTORE ALL PAVEMENT MARKINGS TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS. MARKINGS SHALL BE COMPLETED IN ACCORDANCE WITH OPSS 710 'CONSTRUCTION SPECIFICATION FOR PAVEMENT MARKING'.

GLENDON DRIVE



BEDDING STANDARD FOR RIGID AND FLEXIBLE PIPE

SCALE 1:50

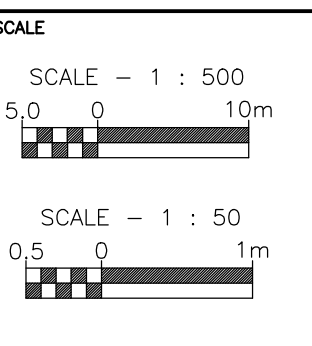
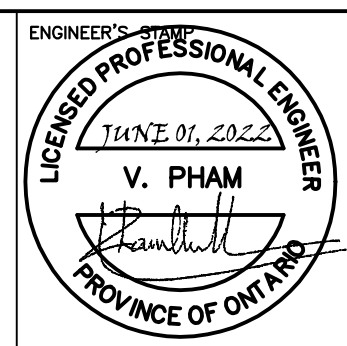
CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING INVERTS AND UTILITIES PRIOR TO CONSTRUCTION

CONTRACTOR TO PROVIDE ADEQUATE DUST CONTROL AS PER PROJECT ADMINISTRATOR

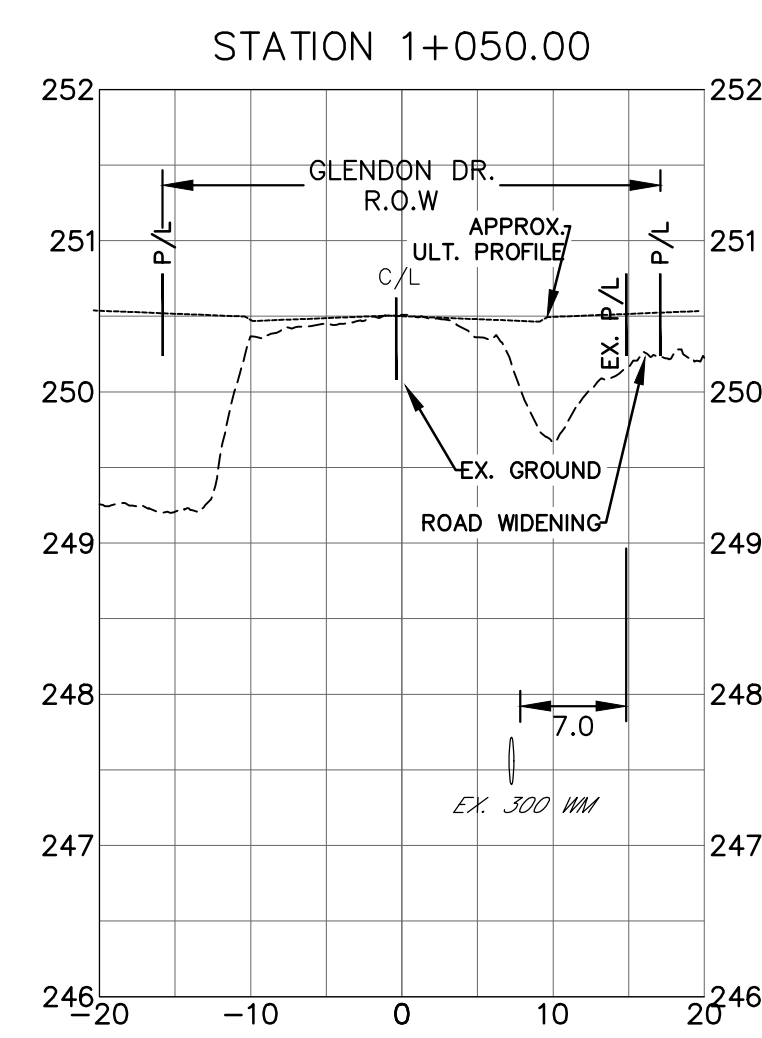
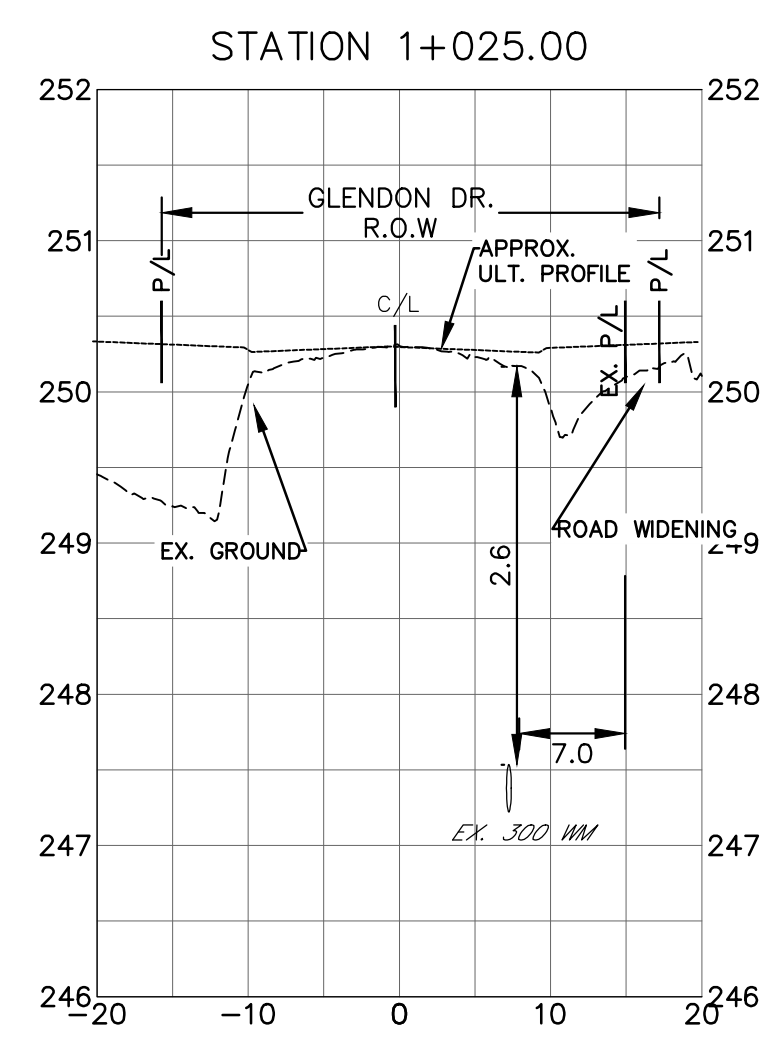
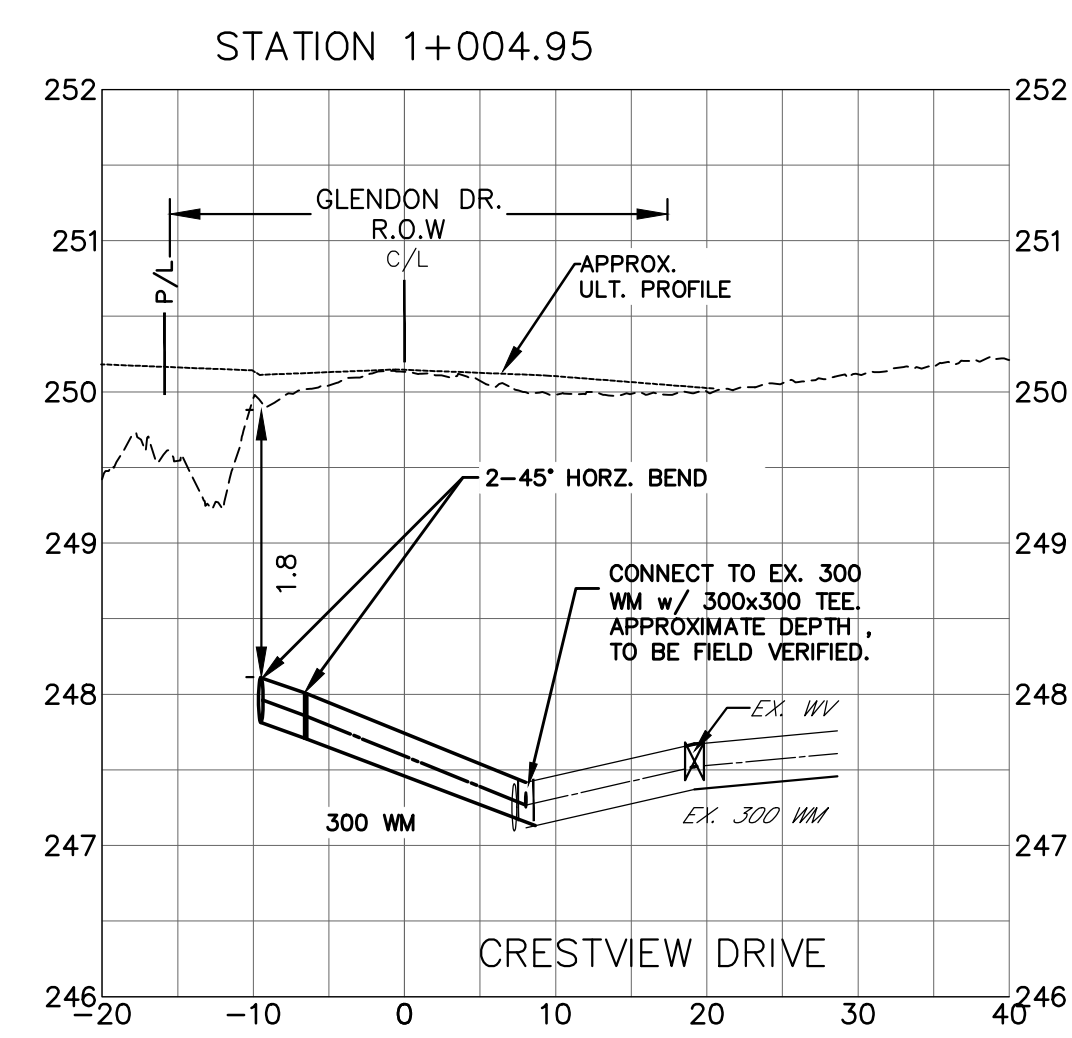
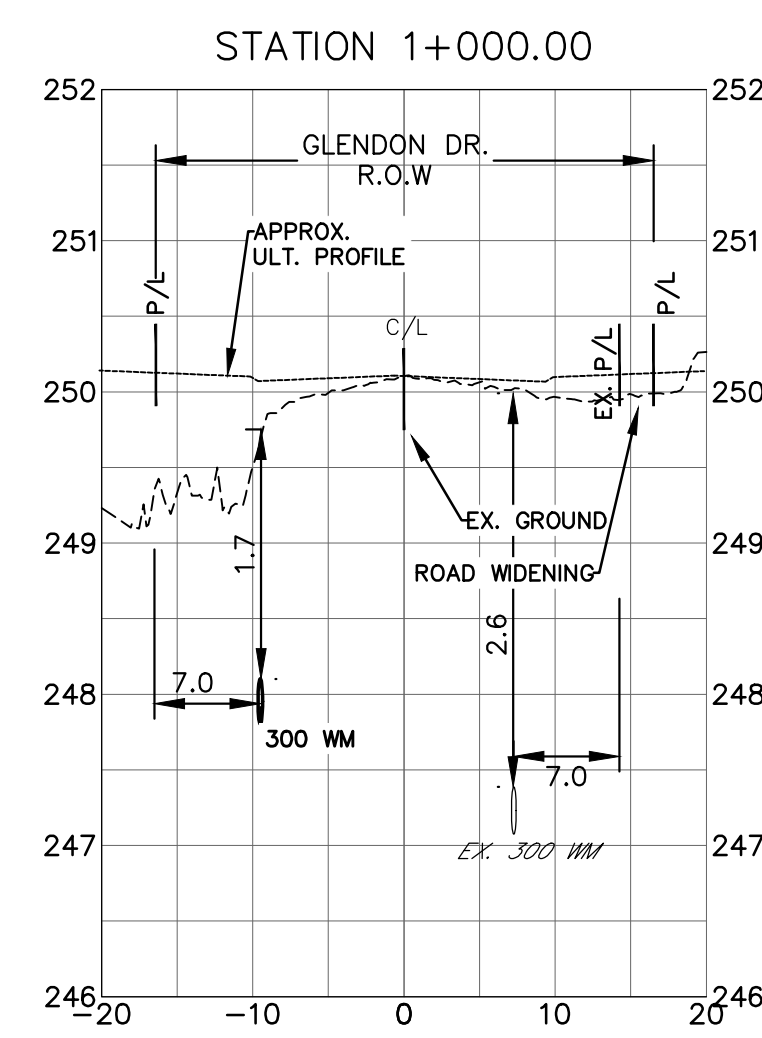
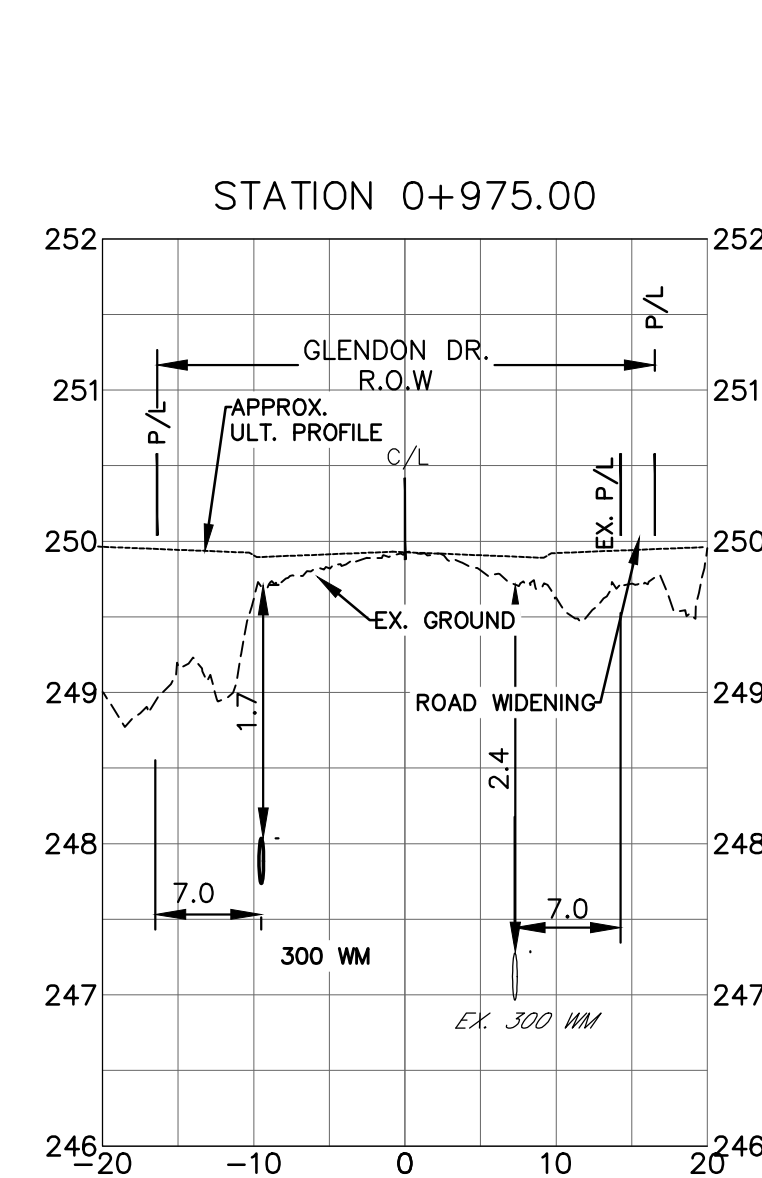
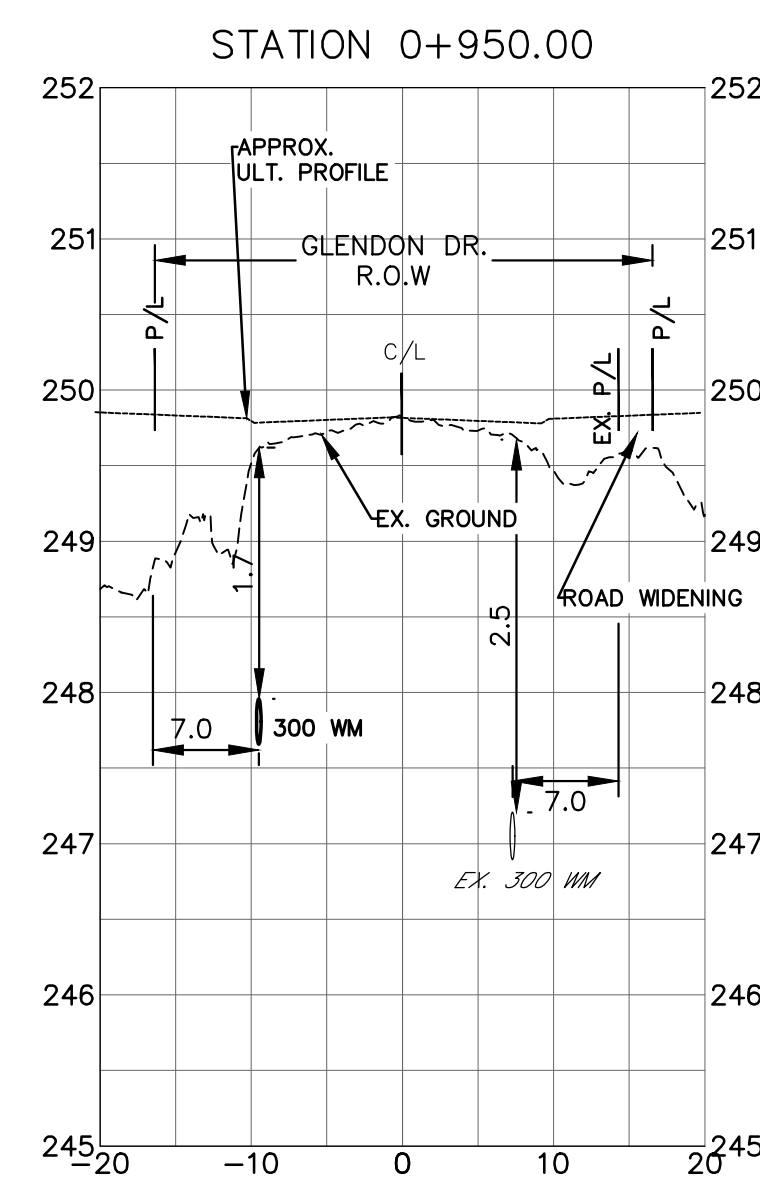
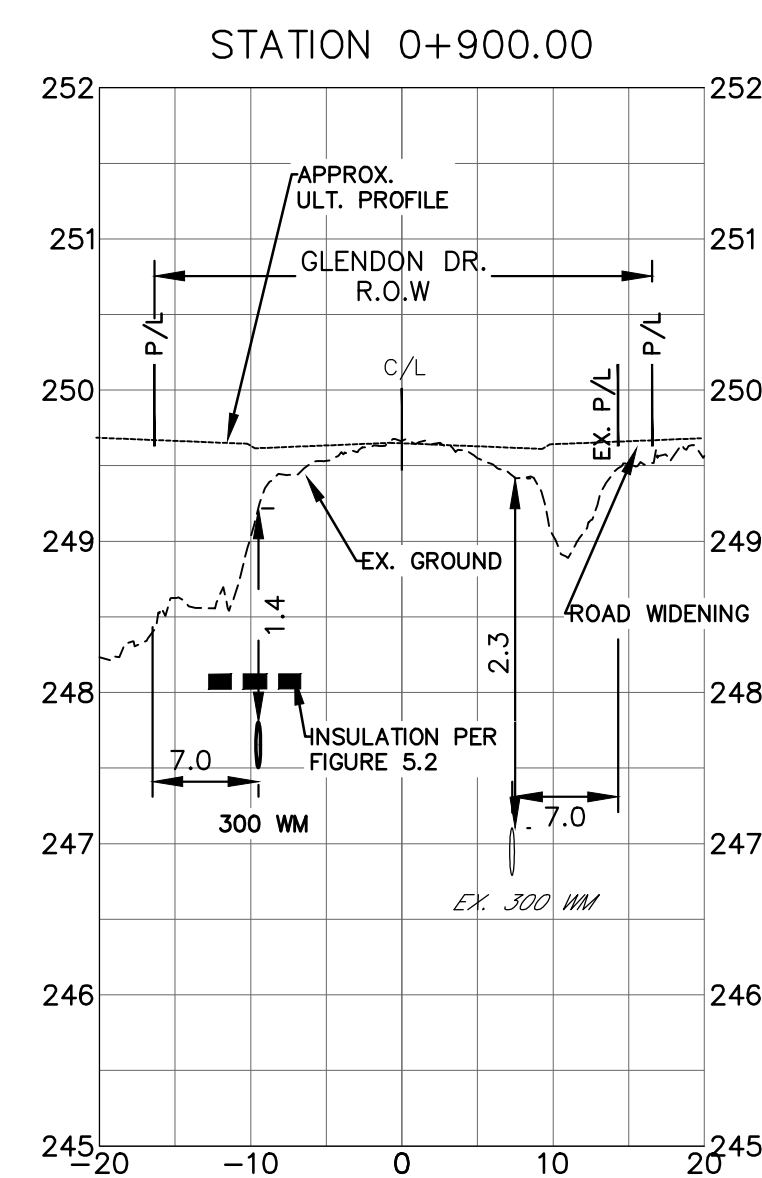
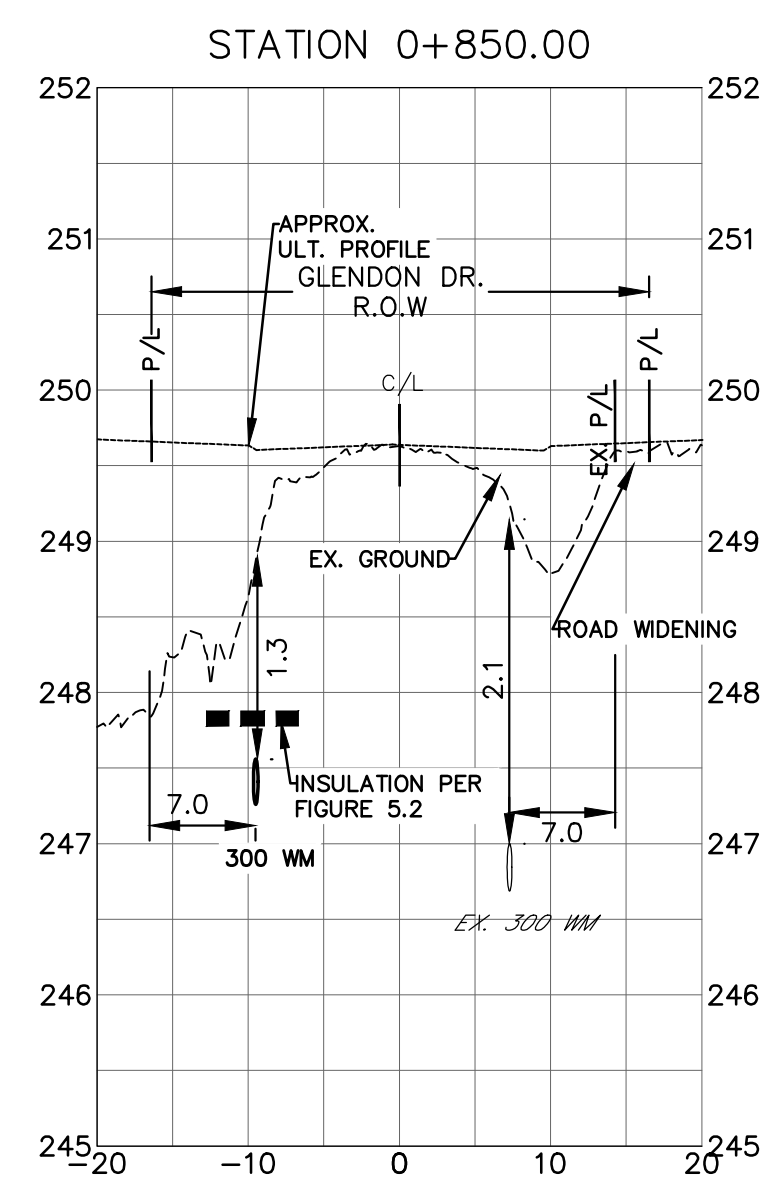
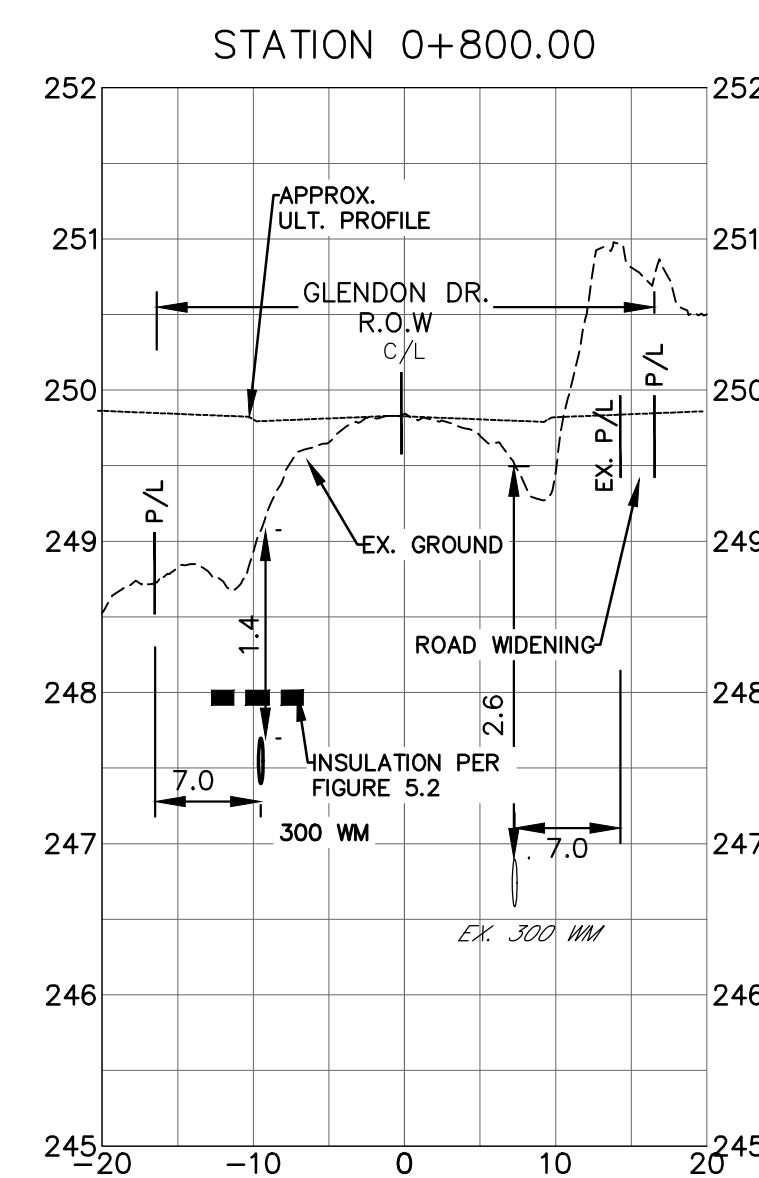
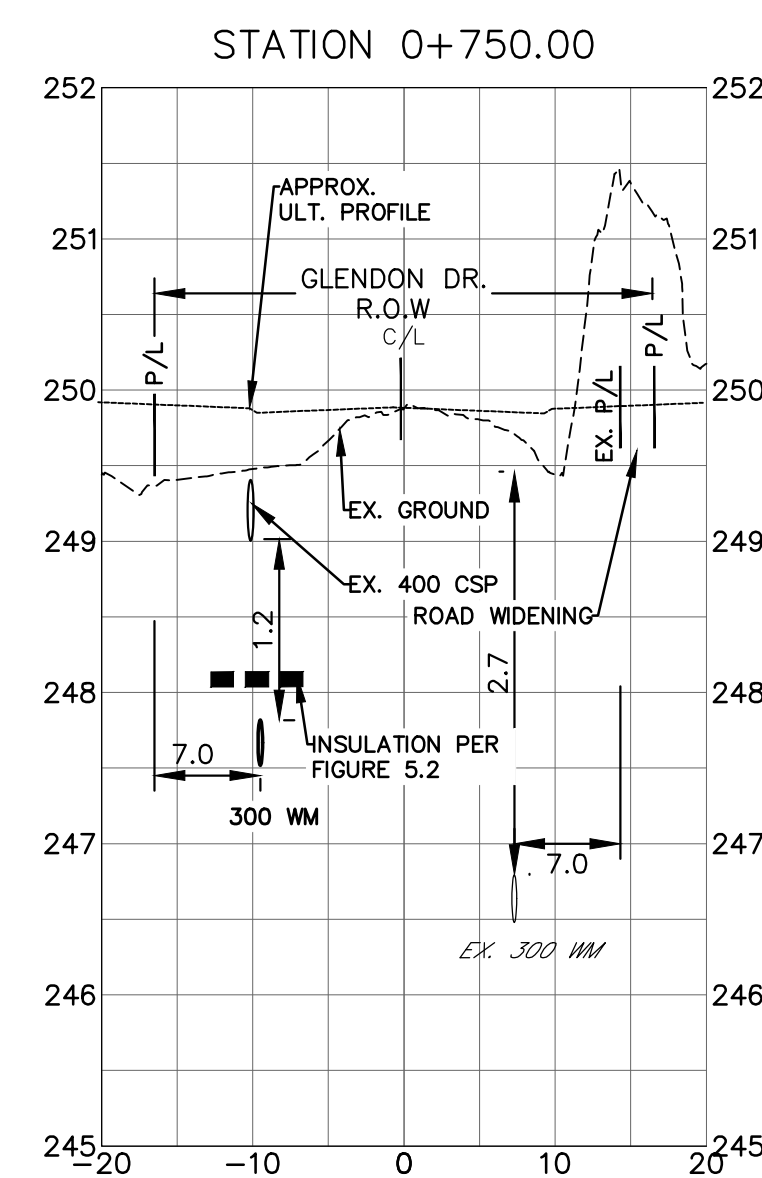
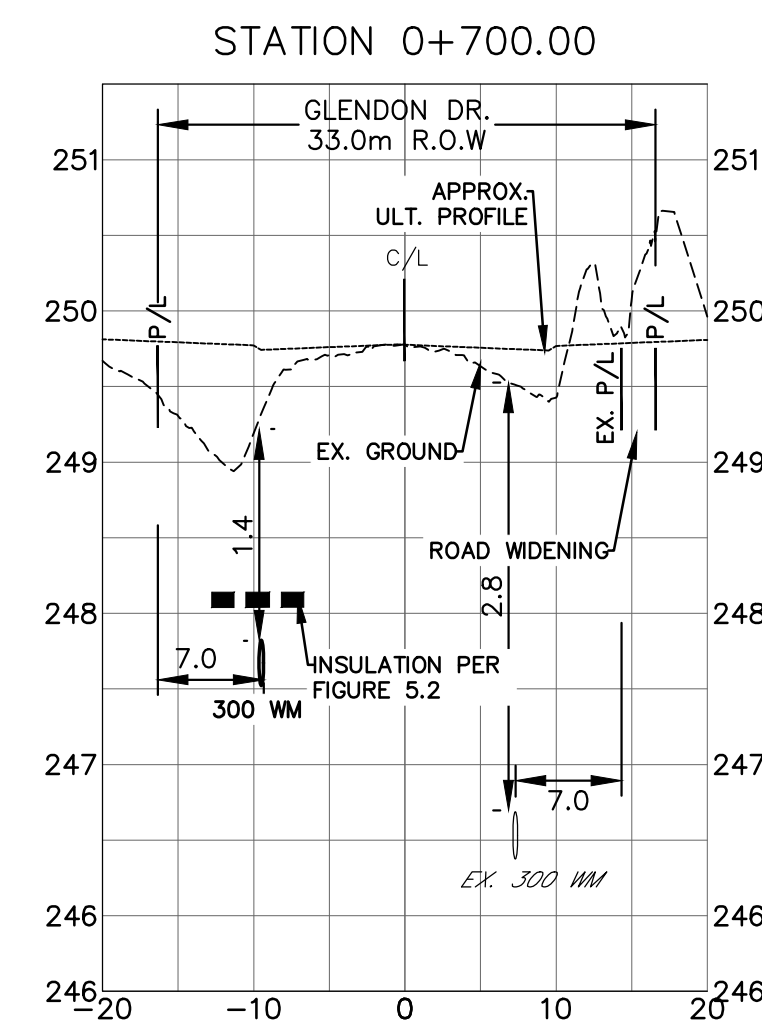
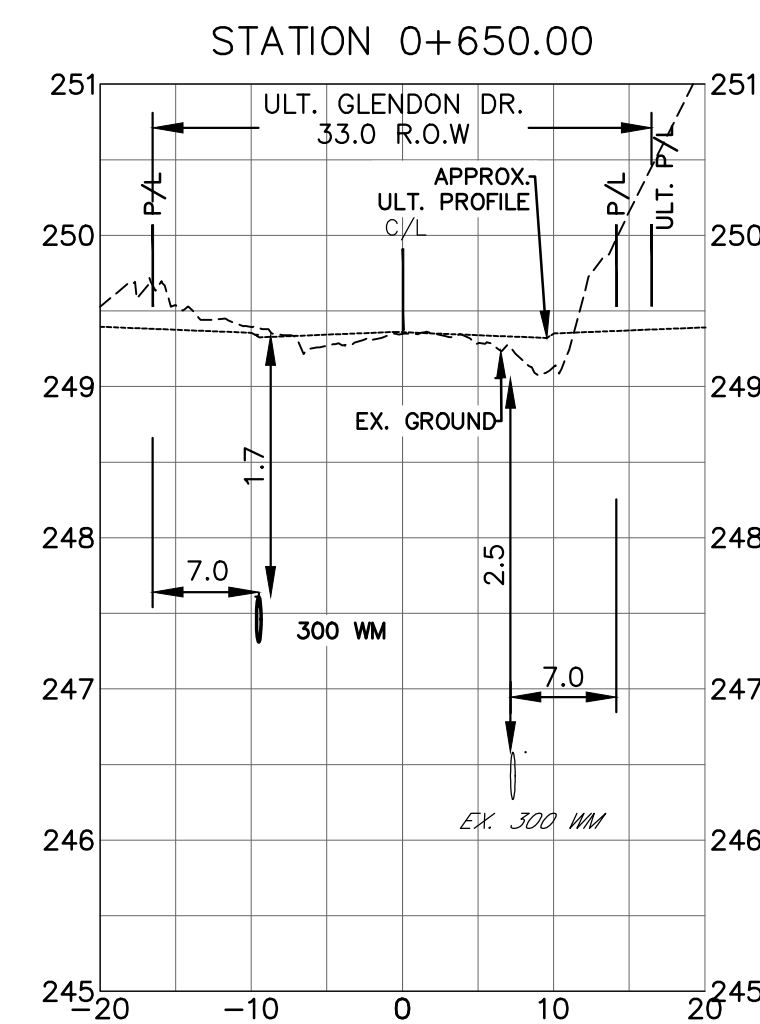
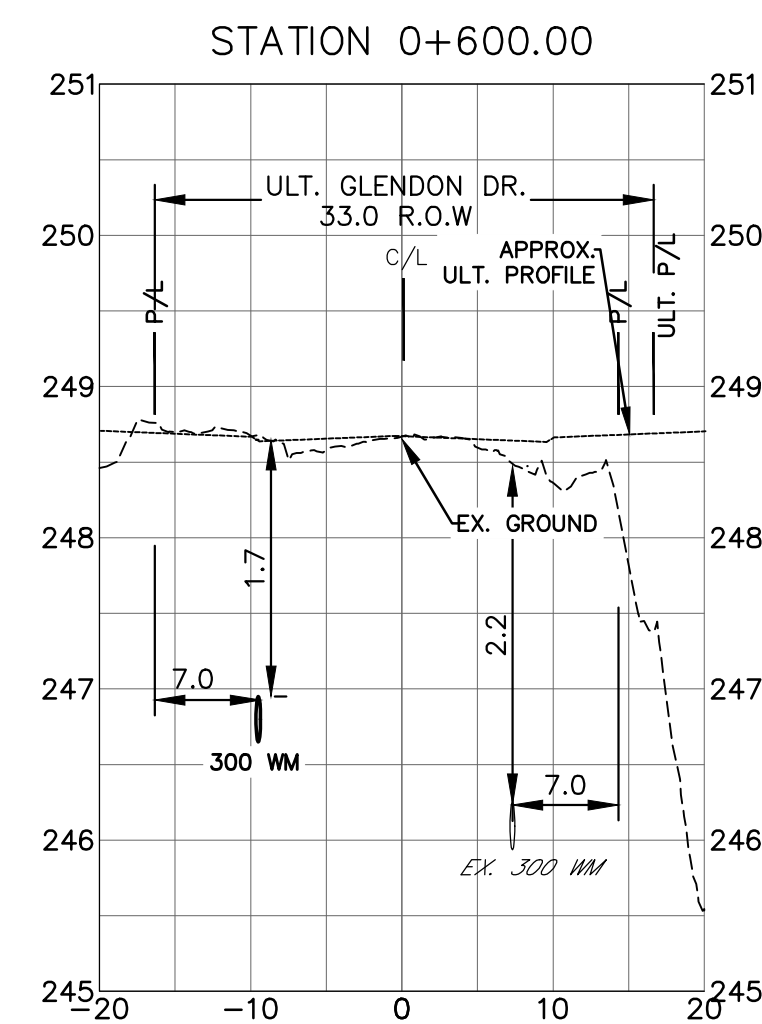
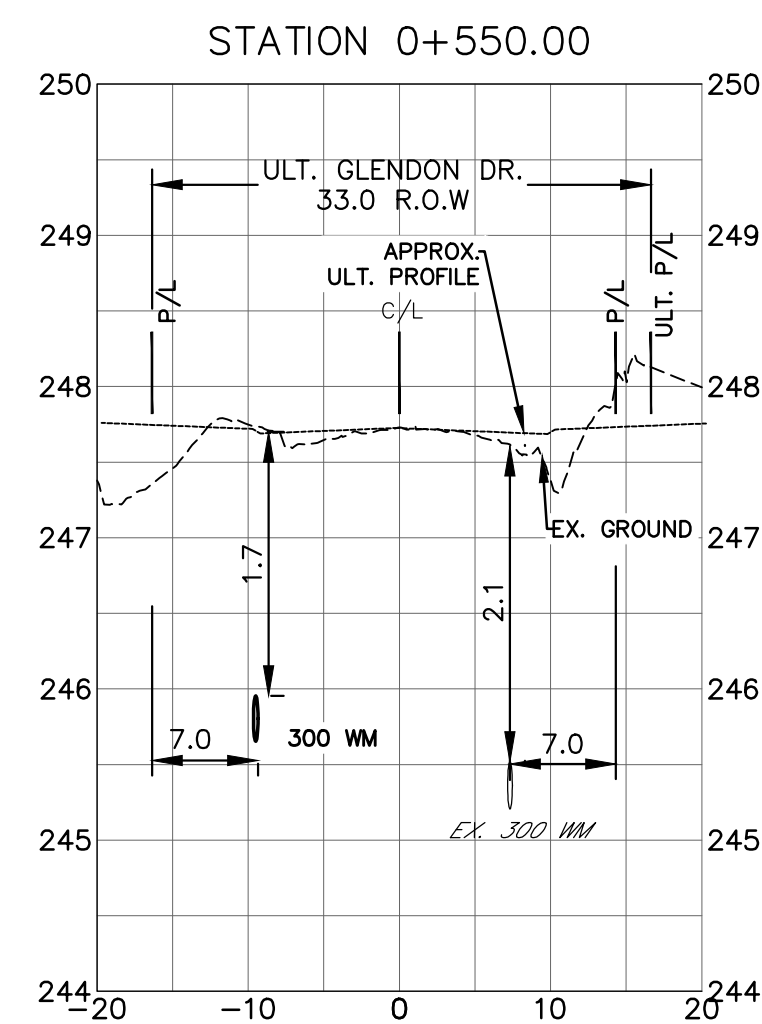
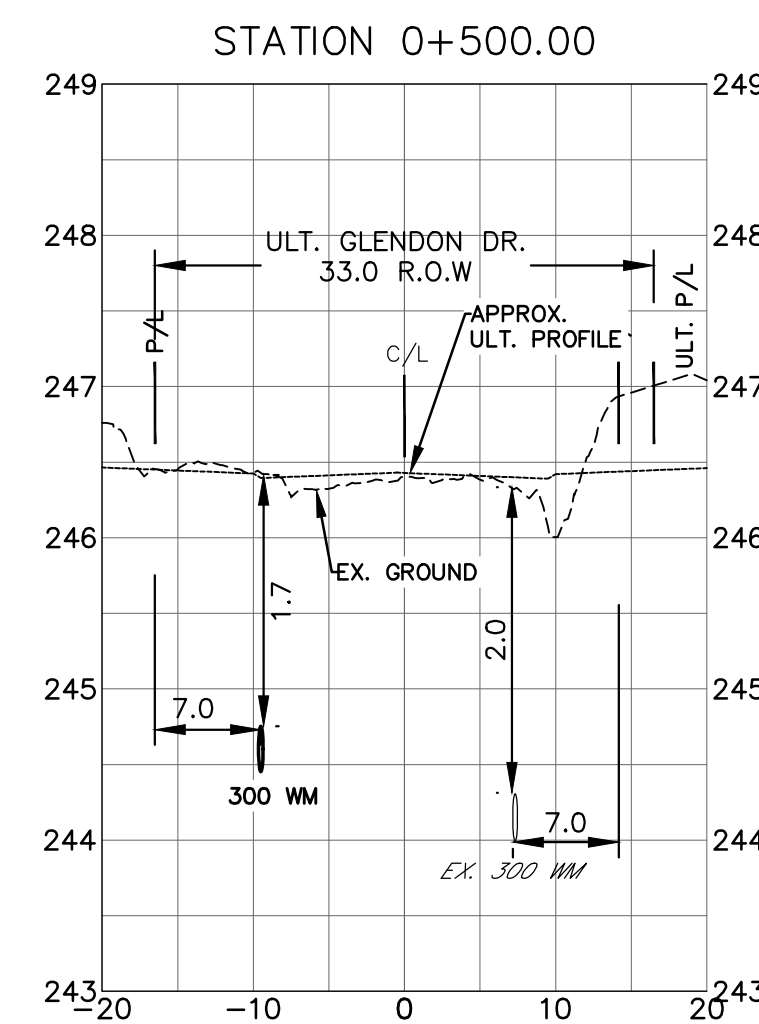
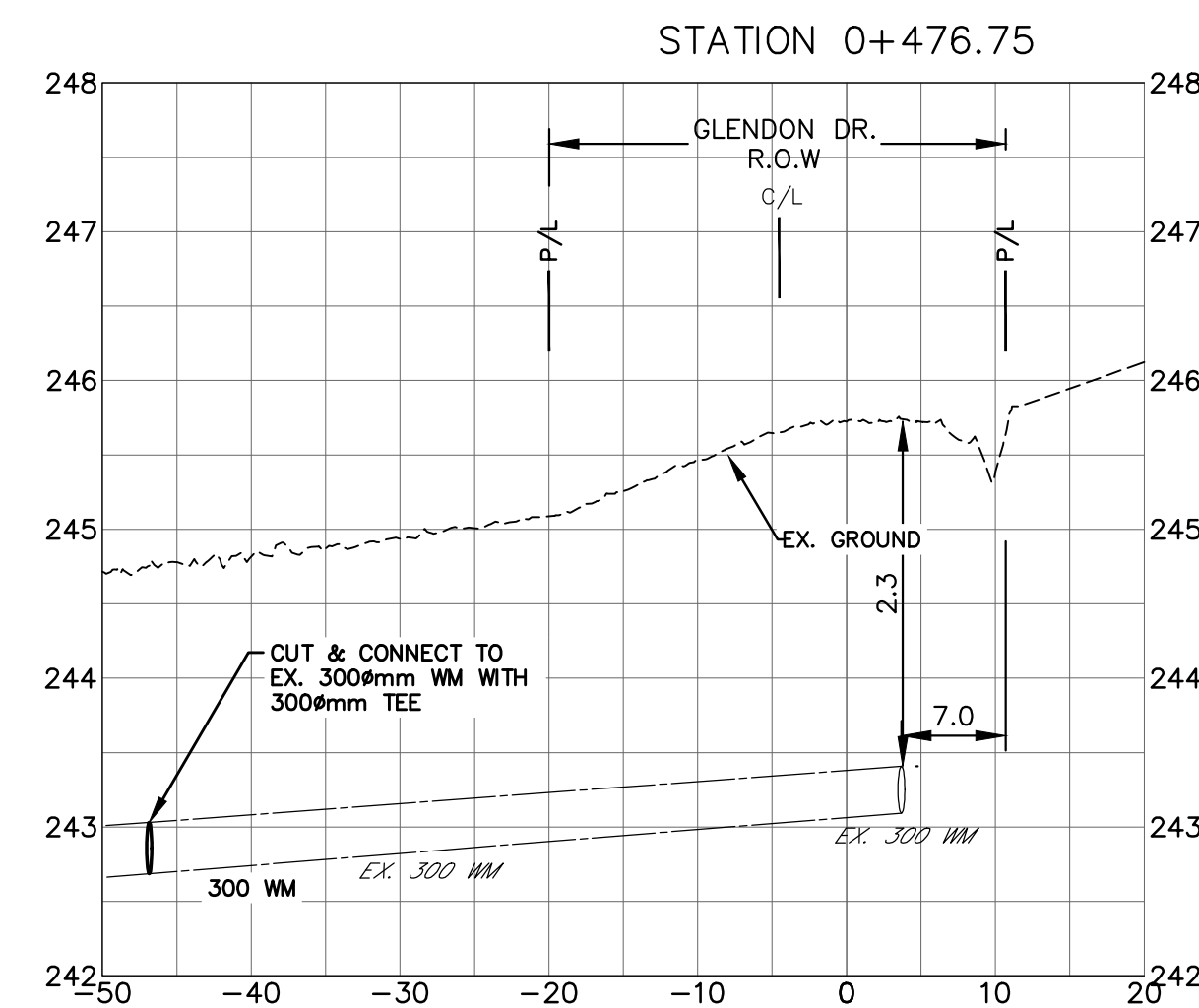
PRINTED ON: Jun 02, 2022 2:36pm FILE NAME: X:\Engineering\18-218 Kilw - Phase 3\Glendon Drive\Glendon Drive.dwg LAYOUT: EXT-2 GLENDON DRIVE

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN TK				
					DRAWN BY TK				
					CHECKED VP				
					APPROVED VP	4	PER MXC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MXC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

ENG PLUS Engineers Landscape Architects and Building Designers
100-609 WILLIAM STREET, LONDON, ON. N6B 3G1
tel. 519.438.6994 fax. 519.438.7052
email. engplus@engplusltd.com



TITLE	KILWORTH HEIGHTS WEST PHASE 3 & 4 KILWORTH HEIGHTS WEST LTD.	PROJECT No.	19.216
		SHEET No.	EXT-2
		PLAN FILE No.	
TITLE	GLENDON DR. - TWIN WATERMAIN		
	STA. 0+775 - STA. 1+060		



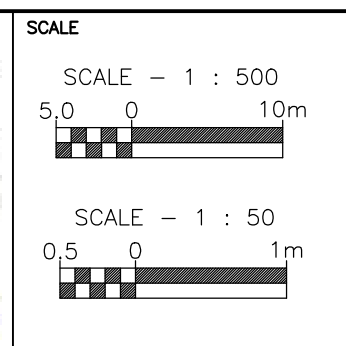
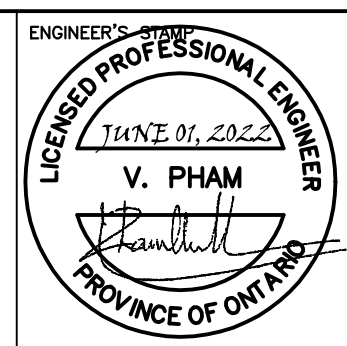
NOTES:

1. THE ULTIMATE PROFILES OF GLENDON DRIVE ARE APPROXIMATION BASED ON PROPOSED GLENDON DRIVE EA AND ASSUMPTION THAT THERE ARE NO MAJOR CHANGES IN THE C/L ROAD PROFILE OF GLENDON DRIVE.
2. EXISTING 300mm WM ON THE SOUTH SIDE OF GLENDON DRIVE ARE BASED ON AS-BUILT DRAWINGS S65-S67 BY TOTEN SIMS HUBICKI ASSOCIATES, DATED JULY 1996.

PRINTED ON: Jun 02, 2022 2:36pm FILE NAME: A:\Engineering\18216 Kilw - Phase 3\Glendon Drive\Glendon Drive.dwg LAYOUT: EXT-3 CROSS SECTIONS

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN TK				
					DRAWN BY TK				
					CHECKED VP				
					APPROVED VP	4	PER MFC COMMENTS	MAY 16, 2022	ENG PLUS LTD.
					DATE	5	PER MFC COMMENTS-MAY 31, 2022	JUNE 01, 2022	ENG PLUS LTD.

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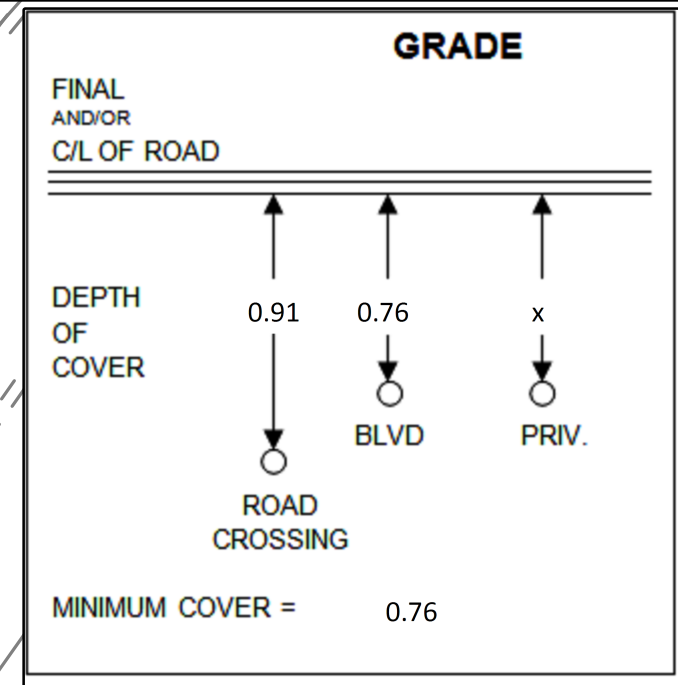
TITLE
 KILWORTH HEIGHTS WEST PHASE 3 & 4
 KILWORTH HEIGHTS WEST LTD.
GLENDON DR. - TWIN WATERMAIN
 CROSS SECTIONS

PROJECT No. 19.216
SHEET No. EXT-3
PLAN FILE No.

APPROVED FOR BELL CANADA SERVICING

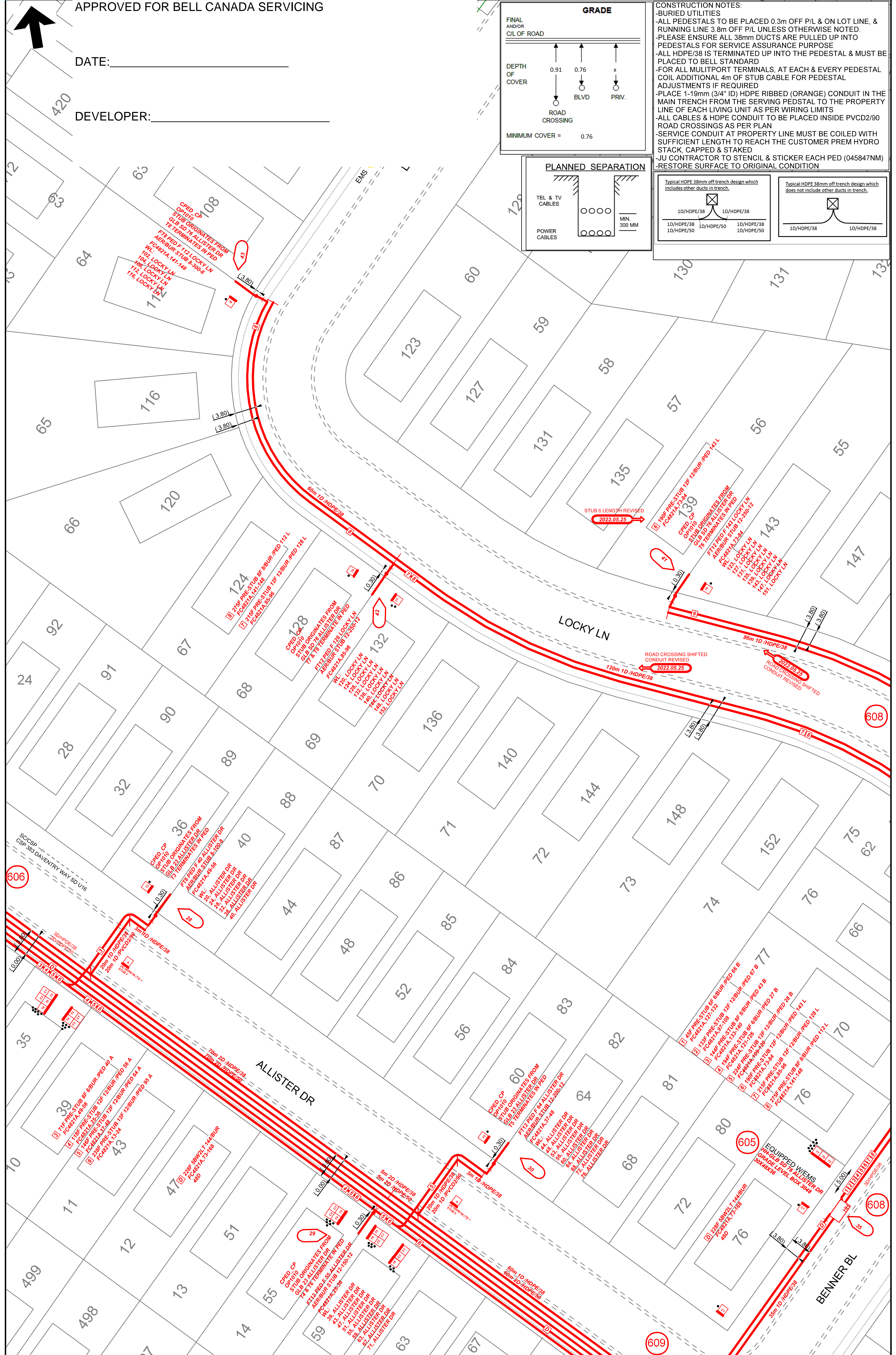
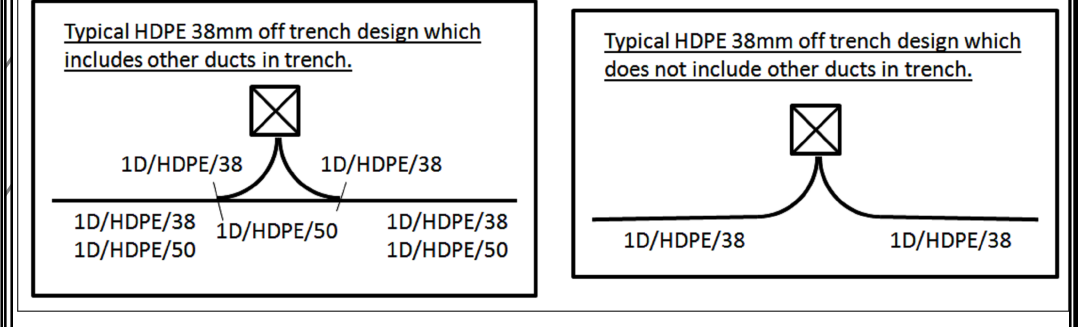
DATE: _____

DEVELOPER: _____



CONSTRUCTION NOTES:

- BURIED UTILITIES
- ALL PEDESTALS TO BE PLACED 0.3m OFF P/L & ON LOT LINE, & RUNNING LINE 3.8m OFF P/L UNLESS OTHERWISE NOTED.
- PLEASE ENSURE ALL 38mm DUCTS ARE PULLED UP INTO PEDESTALS FOR SERVICE ASSURANCE PURPOSE
- ALL HDPE/38 IS TERMINATED UP INTO THE PEDESTAL & MUST BE PLACED TO BELL STANDARD
- FOR ALL MULTIPORT TERMINALS, AT EACH & EVERY PEDESTAL COIL ADDITIONAL 4m OF STUB CABLE FOR PEDESTAL ADJUSTMENTS IF REQUIRED
- PLACE 1-19mm (3/4" ID) HDPE RIBBED (ORANGE) CONDUIT IN THE MAIN TRENCH FROM THE SERVING PEDSTAL TO THE PROPERTY LINE OF EACH LIVING UNIT AS PER WIRING LIMITS
- ALL CABLES & HDPE CONDUIT TO BE PLACED INSIDE PVC2/90 ROAD CROSSINGS AS PER PLAN
- SERVICE CONDUIT AT PROPERTY LINE MUST BE COILED WITH SUFFICIENT LENGTH TO REACH THE CUSTOMER PREM HYDRO STACK, CAPPED & STAKED
- JU CONTRACTOR TO STENCIL & STICKER EACH PED (045847NM)
- RESTORE SURFACE TO ORIGINAL CONDITION



JOINT TRENCH PROJECT

ISSUE DATE	REISSUE DATE	ASSOCIATE / PHONE	SIGNATURE
	2022.05.25	CAG/ Brian Lockwood / (226) 377-0124	
ENGINEERING		RAW	ORIGINATOR / PHONE
		N/A	IM/ Jenny Kendrick / (519) 850-6504
		CLU	NETWORK
		LONDON16	Z57170
		SE	PLAN
		HYDE PARK	607

SCHEDULE "H"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

UNDERTAKING AND AGREEMENT BY SUBDIVIDER'S ENGINEERS

TO: Municipality of Middlesex Centre

FROM: Eng Plus Ltd.
Vinh Pham, P. Eng.
609 William Street, Suite 100
London, Ontario, N6A 3P2

Consulting Engineers to Kilworth Heights West Ltd.

Re: Subdivision Agreement (the "**Phase 3 Subdivision Agreement**") between Kilworth Heights West Ltd. and the Municipality of Middlesex Centre dated the ● day of February 2023 pertaining to the Phase 3 Land being registered plan 33M -

The undersigned hereby represents and warrants that the undersigned is a member in good standing of the Professional Engineers Ontario and that the undersigned has been retained by Kilworth Heights West Ltd. in connection with the Phase 3 Subdivision Agreement and all works required thereby.

As required by the Phase 3 Subdivision Agreement the undersigned hereby undertakes to the Municipality and to its above mentioned consulting engineers as follows:

- To design the Phase 3 Works as described in the Phase 3 Subdivision Agreement and the Schedules thereto,

- To prepare tenders for the construction of any works to be assumed by the Municipality,
- To assist Kilworth Heights West Ltd. to obtain all necessary approvals for the works in cooperation with the Municipality of Middlesex Centre,
- To act as the representative of Kilworth Heights West Ltd. in all matters pertaining to the inspection and contract administration of the installation of the works except as directed by Kilworth Heights West Ltd. by notice to the Municipality,
- To provide full-time on-site inspection of the construction of all Phase 3 Works ,
- To keep the Municipality informed of the general timing of the construction of the works except as otherwise directed by Kilworth Heights West Ltd.,
- To prepare and maintain detailed records in connection with the construction of the works,
- Upon becoming aware of any hazardous materials being encountered as the construction and installation of the Phase 3 Works progresses to forthwith notify the Municipality and the Ministry of Environment, Parks and Conservation Authority in the event that any hazardous materials are encountered, and
- To prepare and furnish "Record" drawings of the works as required by the Phase 3 Subdivision Agreement.

The undersigned agrees that the undersigned will immediately advise the Municipality of Middlesex Centre and its above-mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from Kilworth Heights West Ltd.

In connection with the Servicing Plans attached to the Phase 3 Subdivision Agreement, Eng Plus Ltd., Vinh Pham, P. Eng., hereby acknowledges and agrees that:

- That the Servicing Plans have been and may continue to be relied upon by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority, and Her Majesty the Queen in right of the Province of Ontario as represented by the Ministry of Environment, Parks and Conservation in the normal course of their duties in connection with the approvals and permitting processes for the Phase 3 Subdivision Agreement; and
- That the Servicing Plans may be relied upon by any person who deals with the Phase 3 Land after the Phase 3 Subdivision Agreement has been registered on the title to the Phase 3 Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

Executed the ____ day of August 2023.

Eng Plus Ltd.

Per: Vinh Pham, P. Eng.,
I have the authority to bind the Corporation.

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

SCHEDULE "I"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

HOMEOWNERS' PACKAGE

Provide Revised Homeowners' package



Special Considerations for the Kilworth & Komoka Natural Environment

The 2003 Middlesex Natural Heritage Study by the Upper Thames River Conservations Authority was incorporated into the County of Middlesex Official Plan in 2006. Those and other important documents identify the large sensitive land areas along the Thames River. Your home is near Komoka Provincial Park which is protected under the Provincial Parks and Conservation Reserves Act (2006) and Komoka Park Management Plan.

Community Stewardship Begins with You

Health of native plant, aquatic and animal species requires personal attention. All should be protected from disease. Over activity on your property or the natural areas for any reason is against expert advice.

KILWORTH HEIGHTS WEST



Welcome Home to Kilworth Heights West

Property Maintenance and Yard Waste

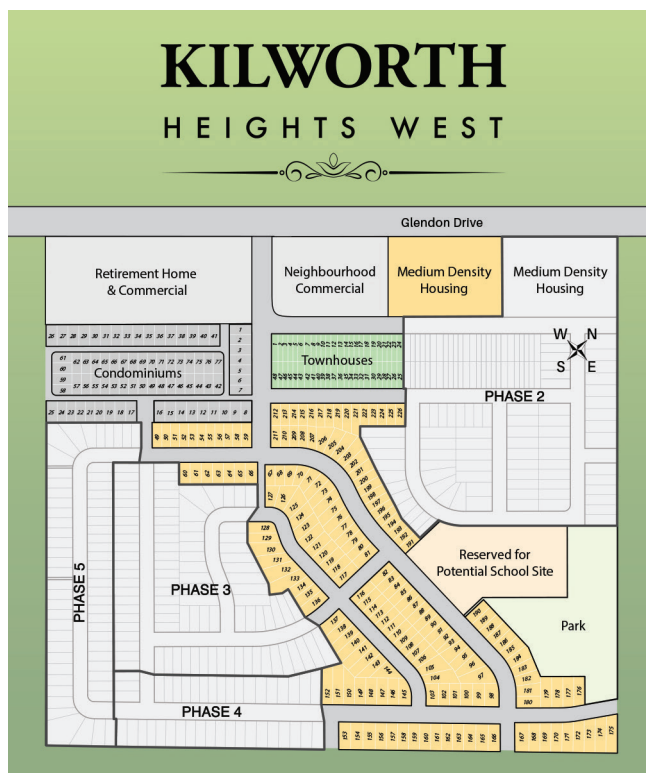
Trees and bushes drop plenty of flowers, seeds, needles, and leaves. Adding yard waste to the natural areas places unnecessary stress on the local ecology and is prohibited by law. Yard waste is valuable if properly disposed and some can be managed on private property with source shredding and composting. Middlesex Centre collects extra volume seasonal yard waste materials at their waste drop-off Enviro Depot at 10191 Longwoods Road

www.middlesexcentre.on.ca

Fertilizers, Herbicides, and Pesticides

Fertilizers, pesticides, and herbicides are increasingly controlled as required for this new environmental community. All such materials should be avoided/used sparingly if approved by municipal and provincial regulation. These materials hurt smaller organisms and can poison insects, fish and animals in the process.

KILWORTH HEIGHTS WEST



This brochure will help you to understand the natural environment around your new home and how to minimize the impact of development on the environment.

This unique community will create the new village core of Kilworth-Komoka with a direct pathway link to the Thames River. This river area includes natural heritage features and preserved woodlands, provincial park lands and wetlands in this new urban/rural setting.



Overall Community Commitment to the Natural Environment

All residents and their guests are needed to help maintain the existing natural environment surrounding Kilworth Heights West which has been carefully studied and protected for this new community. Your direct participation and contribution will greatly help protect and enhance our unique natural features and functions, including the Thames River, the healthy forests, the Komoka Provincial Park, and the wetlands. Your conscientiousness will encourage all wildlife, including plants and creatures, to survive and flourish.

Living With Natural Areas

You and your family will live near a walkway, park or landscaped area that connects with meadows, woodlots, the river, and Komoka Provincial Park with significant wetlands. The planned greenspaces are designed to maintain or have minimal impact upon the ecosystem of the undisturbed lands, and together these lands are the natural areas. There is ongoing planning, protection, and enhancement for natural areas.



Existing Forests & Vegetation

Some trees and plants, especially along the River, might be in poor condition due to storms, disease, or old age. It is best to encourage natural growth of the forest by no intrusive human or pet activity. Leave undisturbed natural areas in the undisturbed state so so they can regenerate. To achieve healthier and natural buffers for the trails River valley and Provincial Park, the property owners adjacent to these features will watch and help with:

- do not cut or remove any of the trees or vegetation from the natural areas
- do not improve or alter drainage systems or build any structures
- do not plant or dispose private property landscape products or yard waste materials
- do not cut your lawn area beyond your property line into a natural area
- access Komoka Provincial Park only from the designated entry points on Gideon Drive; and
- with the information provided herein, consult the Internet for the best planting details for your property.

Property Limits and Stormwater Management

The drainage from the roads, the open spaces and your property is part of a larger stormwater management plan to reintegrate clean water to the natural environment. Your approved grading plan needs to be maintained especially at the limits of your property when fencing and planting work is done.

Trails & Walkways

Random walking and trampling away from designated trails is generally destructive. The earth should not be compacted to inhibit ground vegetation and wildlife development. The forest floor is a crucial privacy protection screen from predators. It is much better for the environment for people and pets to use existing marked trails with access only from the designated entry points on Komoka Road and Gideon Drive.

Pets & Wildlife

Domestic dogs and particularly cats are natural hunters. Wild animals, including injured ones, cannot be kept in captivity without a license. Expert assistance is always available should you contact, including the provincial Ministry of Natural Resources at www.Ontario.ca/page/wildlife. Many of the species in the area are protected by law.

Kilworth Heights West Landscaping

The new grading and vegetation approved restoration and enhancement plan by the developer was designed by professionals and agreed with by municipal and provincial experts. The Kilworth Heights West subdivision has been designed and constructed to achieve this high-level environmental enhancement and stewardship program. Homeowner planting should consider the surrounding natural environment and the community landscaping plans. New properties should avoid plants that might threaten the local ecosystem, including disease.



Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

SCHEDULE “J”

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

ARCHITECTURAL DESIGN GUIDELINES

Insert Architectural Design Guidelines from Phase 2

ARCHITECTURAL DESIGN GUIDELINES

Addendum to the Urban Design Guidelines
of the Municipality of Middlesex Centre for:

KILWORTH HEIGHTS WEST

Prepared by:

Murphy & Murphy Architect Inc.

Conex Construction Excellence Inc.

June 2018

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1.1	CONTROL ARCHITECT.....	3			
1.2	COMPLIANCE.....	4			
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1.0 INTRODUCTION

Kilworth Heights West Ltd., acknowledges the importance of creating and maintaining high standards of quality for public space, streets and housing to help achieve identity, sense of place, sustainability, and livability in new communities.

The following Architectural Design Guidelines encourage the design and construction of houses that are in harmony with their surroundings and achieve a high standard of quality. These guidelines are to be read in conjunction with the Middlesex Centre Urban Design Guidelines, Site Plan Manual, Zoning By-law, and Official Plan. They are intended to provide guidance in establishing a community design vision for new residential development throughout the Kilworth Height West (KHW) subdivision.

For that reason, Kilworth Heights West Ltd., (herein referred to as KHW) in collaboration with the Municipality of Middlesex Centre have implemented an Architectural Design Review and Compliance process to promote best practices and implementation of the Architectural Housing Design and Development process.

1.1 Control Architect

KHW has retained Conex, Construction Excellence Inc., in association with Murphy & Murphy Architect Inc., represented by the Architect David R. Murphy, a registered Architect from the Ontario Association of Architects and Mario G. Garcia to provide a privately-administered

Architectural Design Review process.

The Architectural Design Review process is comprised with the following steps:

- Orientation meeting with KHW builders and Municipal staff
- Preparation of Community Design Guidelines or Urban Design Brief
- Review and approval of architectural documents, streetscape drawings, exterior elevations, exterior materials and colours
- Monitoring for compliance with the Architectural Design Guidelines

These Architectural Design Review and Compliance guidelines and the Architectural Design Review process will apply to all new single family homes, street townhouses and vacant land condominium homes within the KHW subdivision.

These Guidelines are intended for use by the initial builder and will not prevent future homeowners from making alterations provided they comply with applicable local by-laws and other governing regulations.

These Guidelines and their interpretation by the Control Architect (Conex Construction Excellence Inc.) are intended to provide for sufficient flexibility to encourage design creativity and innovation. Proposed designs which are not in total compliance with the guidelines will be considered by the Control Architect, based on their merits, and may be approved where the spirit and intent of the guidelines are maintained.

Approvals by the Control Architect do not release the Builder from complying with the requirements of the Municipality of Middlesex Centre or any other approval Authority. Only dwelling designs which have been given approval by the Control Architect shall be offered for sale.

The Control Architect has the authority to interpret these guidelines and approve alternative design solutions that meet the design objective of these guidelines. Alternative approaches shall be reviewed on a submission by submission basis and considered on their design merits.

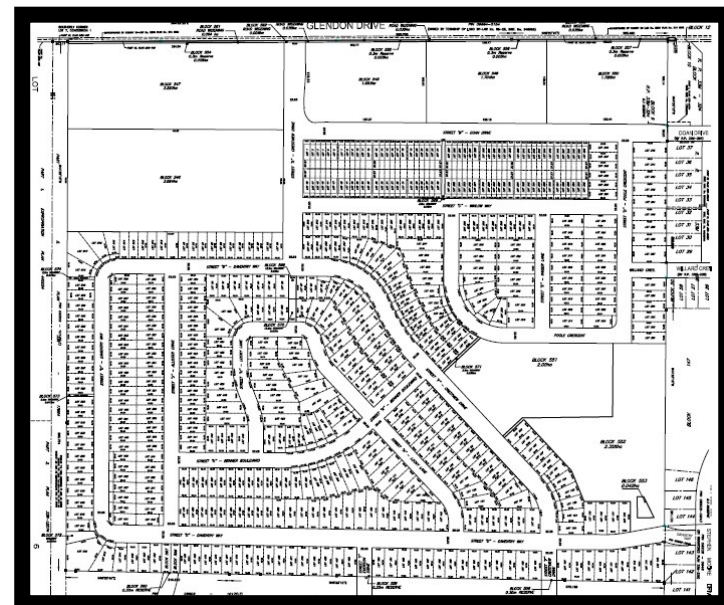
The work of the Control Architect is subject to the review of the Municipality of Middlesex Centre and the Control Architect may be replaced based on their performance. Please refer to Section 7.6 Monitoring of Effectiveness of Control Architect

Builders are responsible for paying all required fees directly to Conex, Construction Excellence Inc.. Further information on the design review and approval process is described in Section 7.0.

1.2 Compliance

Builders are required to comply with these Guidelines throughout the design, marketing and construction process. Approvals by the Control Architect do not release Builder from complying with the requirements of the Municipality of Middlesex Centre, the Project Engineer or any other approval authority.

Only those dwellings designs which have been given approval by the Control Architect shall be offered for sale.



These Architectural Design Guidelines have been prepared specifically for the Kilworth Heights West Community and are intended to build on and provide site specific application and implementation of Municipality of Middlesex Centre's Urban Design Guidelines.

Sections 4.0 Design Guidelines for New Residential Neighbourhoods and Section 5.0 Design Guidelines for Multiple Dwellings of the Municipality of Middlesex Centre's Urban Design Guidelines are specifically relevant to the development of the Kilworth Heights West Community.

The Kilworth Heights Architectural Design Guidelines provide detailed community specific modifications to specific sections to address the planned equalities and building forms envisioned in the approved draft plan of subdivision. The following sections of the Municipality of Middlesex Centre's Urban Design Guidelines have been updated:

Section 4.2.2 Architectural Style

Section 4.2.6 Materials and Colours

Section 4.2.8 Architectural Integration of Garages

The Kilworth Heights West Architectural Design guidelines are to be read in addition to the Middlesex Centre Urban Design Guidelines. The Kilworth Heights Architectural guidelines are to be read as additional community specific guidelines with the exception of the specific sections identified above that represent approved specific agreed modification to the Municipality of Middlesex Centre's Urban Design Guidelines.

2.0 DESIGN GUIDELINE OBJECTIVES

2.1 Objectives

The objectives of the Guidelines are:

- To encourage harmonious and attractive streetscapes through attention to the exterior architectural quality and appearance of new housing.
 - To encourage safe, pedestrian-friendly streetscape by promoting the principles of Crime Prevention Through Environmental Design.
 - To diminish the visual prominence of the garage within the streetscape.
 - To encourage a variety of attractive, cost effective and innovative building designs which combine the best cost of construction with temporary and traditional design thinking.
- To establish the appropriate siting of buildings within the limitations of the Zoning By-law having regard for dwelling type, size, architectural style and location within KHW
 - To establish design requirements for buildings in highly visible locations.
 - To assist builders in the preparation of acceptable building designs.
 - To establish procedures for:
 - Submission, review and approval of building designs;
 - Monitoring construction for compliance within the guidelines;
 - Monitoring the effectiveness of the Control Architect;
 - And dispute resolution

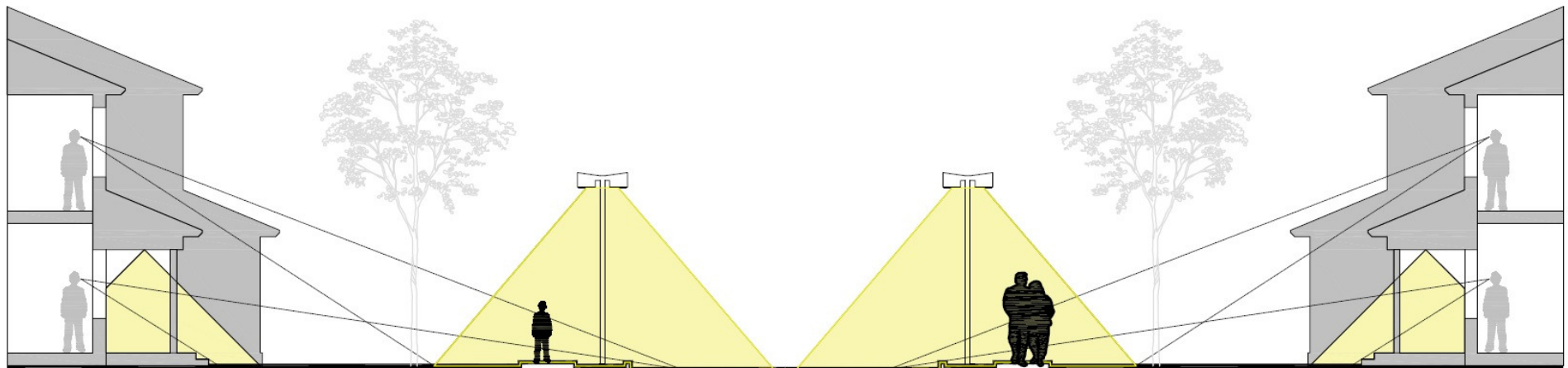


3.0 ARCHITECTURAL DESIGN CRITERIA

3.1 Community Safety

In order to promote safe, pedestrian-friendly communities, dwelling designs should incorporate principles of Crime Prevention through Environmental Design(CPTED), including the following:

- Buildings, fencing and landscaping should provide clear definition between public and private space
- Maximum exposure of building to streets, open spaces, and recreation areas
- Ample fenestration to foster natural surveillance
- Front door fully visible
- All entrances well lit
- Walkways clear and direct pedestrian routes
- Limited garage projections for better visibility
- Encourage large front porches
- Prominent and well lit municipal address



PROMOTE SAFE AND PEDESTRIAN FRIENDLY COMMUNITY

3.2 Architectural Style

This section on architectural styles can within the context of these guidelines be read in its entirety as an approved alternative approach to Section 4.2.2 Architectural Style of the Middlesex Centre Urban Design Guidelines

Architectural Style used for residential development should respect the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.2 and 4.2.3

Builders will be encouraged to employ a variety of architectural styles and building forms to create a harmonic and unique community which will have an identifiable sense of place within KHW.

The design of any building should have distinguishing elements characteristic of a single architectural style. Mixing discordant architectural styles within a single building is to be avoided.

Builders should employ a palette of compatible architectural styles and building forms to ensure visual interest and continuity within the streetscape. Architectural variety needs to be balanced with harmony.

Builders will be encouraged to provide architectural styles which help foster neighbourhood identity and sense of place within Kilworth Heights West. The architectural style of buildings within the streetscape, in conjunction with the streetscape elements found within the public realm, plays a vital role in establishing the character of a

street, a neighbourhood and a community.



3.3 Front Elevations, Real Elevations, Side Elevations

Builders should apply Design Principles for Visual Variety, Section 4.2.3 of the Urban Design Guidelines.

Notwithstanding Sections 4.2.3 d) and e) of the Urban Design Guidelines of the Municipality of Middlesex Centre, in the case of vacant land condominium units, multi-unit dwellings and townhouses, repetition of a popular model may be allowed, without the requirement for alternate elevations .



3.4 Main Entrance

Porches and Entry Elements must comply with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.7. Further considerations regarding main entrances are also included herewith:



- The main entrance should be directly visible from the street
- The detailing of the main entrance should be consistent with the governing architectural style
- Weather protection should be provided like porches, porticos, and canopies
- Natural light at entry is encouraged
- A variety of door styles is encouraged including some with glazing
- Large number of steps leading to the front door should be avoided
- Stairs accessing the main entrance should be design as an integral component of the main façade
- Rough finished precast concrete steps at main entrance should be avoided
- Detailed treatment of stairs should be depicted in the model drawings
- The use of glazed sidelights and transoms at the main entrance is encouraged
- Wraparound porches/verandahs are encouraged for corner lots
- Porch column styles and widths should be consistent with the character of the house
- Handrailings should be consistent with the character of the house.

- The use of maintenance-free pre-finished aluminum, vinyl, composite, iron or painted wood is preferred
- Unpainted pressure-treated wood railings are prohibited on front or flanking porches or balconies
- Ground Level wood porches on front or flankage elevations are discouraged
- The entry porch floor level should generally be limited to a height of approximately 1 meter above average finished grade to maintain a pedestrian scale. Exceptions may be considered based on their design merits.



3.5 Massing and Rooflines

Massing and Rooflines must comply with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.4. In addition, roof design should take into consideration the ability to allow for solar panels. In this regard, the overuse of dormers and gables should be avoided in order to provide opportunities for solar panel placement.



3.6 Windows

The design and placement of windows must be in compliance with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.5

In addition to those guidelines:

- Ample fenestration, consistent with the dwelling's architectural style, is required for publicly exposed elevations to enhance a dwelling's appearance and to promote natural surveillance of the street from within the dwelling
- Window type, material, shape and proportions should complement the architectural style of the dwelling
- Vertical, rectangular window proportions are preferred. Other window shapes are encouraged as an accent but should be used with discretion to ensure consistency with the architectural style of the dwelling
- Primary upper and lower story windows on street facing elevations should be aligned in an organized manner to enhance the façade
- Windows should be located to maximize daylighting and reduce the need for indoor lighting
- Large ground floor windows are encouraged wherever feasible to promote "eyes on the street".
- All windows on publicly exposed façades should be thermally-sealed, double glazed and either casement, single-hung or double-hung type. The use of maintenance-free windows is encouraged.
- Windows on low exposure façades (i.e. facing interior side yards or low exposure rear yards) may be horizontal slider types provided the glass is set within a sash.
- Main floor transom windows are encouraged where floor heights permit.
- Basement windows located on front and flanking elevations should match the main floor windows in terms of style and detail where grade permits.
- To enhance privacy, windows facing interior side yards should be positioned to avoid being directly opposite the windows of the adjacent dwelling.

3.7 Materials and Colours

According to the Urban Design Guidelines of the Municipality of Middlesex Centre the Design Principles the selection of Materials and Colors must comply with Section 4.2.6 and Section 5.3

In addition to the said Guidelines, the following principles should also be taken into account.

3.7.1 Wall Cladding

This section 3..7.1 Wall Cladding and section 3..7.2 Exterior Colours taken in combination can within the context of these guidelines be read in their entirety as an approved alternative approach to Section 4.2.6 Materials and Colours of the Middlesex Centre Urban Design Guidelines.

The following main wall cladding materials are appropriate:

- .- Brick : clay or high quality calcite;
- .- Stone : natural or manufactured;
- .- Glue on Stone
- .- Stucco : in natural earth tones with appropriate trim detailing and a masonry plinth (base);
- .- Siding: either fiber-cement (i.e. Hardie-Board) or high quality vinyl with a horizontal shiplap/ clapboard profile, vertical board + batten profile or decorative shake/scallop profile;

.- ACM Aluminum Composite Material

.- LongBoard

Exterior cladding on all dwelling elevations should be consistent with the cladding on the front elevation. False fronting (i.e. all brick front with siding on the sides and rear) should be avoided

Exceptions to the above may be permitted where an upgraded stone façade, stucco façade or stone plinth is incorporated into the design

Changes in materials should occur according to good design practice, i.e. at changes in plane, at the underside of second storey framing, in line with lintels or sills, etc. Material changes that articulate the transition between the base, middle and top of the building are appropriate



- The use of secondary or accent materials such as stone, stucco, precast or siding is encouraged where consistent with the architectural style of the dwelling. Its use should be complementary to the primary cladding materials
- Certain priority lot dwellings within the community, such as view terminus dwellings, may be required to incorporate upgraded materials such as stone, precast, Hardie-Board and/or stucco
- The use of secondary materials which blend harmoniously with the primary cladding material are encouraged



3.7.2 Exterior Colours

- It is important that individual exterior colours packages are carefully coordinated to create a visually harmonious streetscape appearance. In this respect, jarring colours contrasts will be discouraged. A sufficient variety of exterior colours packages should be offered by each Builder to avoid monotony within the streetscape
- Colours schemes and materials should be carefully coordinated for visual harmony and for consistency with the architectural style
- Dwellings adjacent or directly opposite one another should not have main wall cladding of the same colours
- Street blocks should have no more than 30% of the dwellings (3 in 10) sharing the same colours package. Furthermore, identical colour schemes should be separated by minimum of 2 dwellings
- Compatible material colours should be provided within each individual colours package
- Garage door paint colours should generally be visually subdued, while a more dominant front door colours is encouraged
- The use of an accent colour for brick detailing such as lintels, bands or quoins, is appropriate for certain architectural styles but should be used sparingly. Where an accent brick colour is used it should be subtly different from and complementary to the colour of the main façade brick

- The roof colour should complement the colour of main wall cladding. The use of lighter shingle colours such as white, light grey should be avoided

MATERIAL AND COLOR SCHEDULE					
PROJECT NAME					
BUILDER NAME					
Lot No.		Date			2017-08-23
MATERIAL	Manufacturer	Package No.1	Package No.2	Package No.3	Notes
STONE					
GLUE ON STONE					
STUCCO MAIN					
STUCCO ACCENT					
BRICK					
SIDING HARDIE BOARD					
SIDING LONGBOARD					
SIDING ACM					
ROOF METAL					
ROOF SHINGLES					
ALUMINUM RAINGOODS					
ENTRY DOOR PAINT					
GARAGE DOOR PAINT					
TRIM PAINT					
SHUTTERS					
RAILINGS					
WINDOWS					

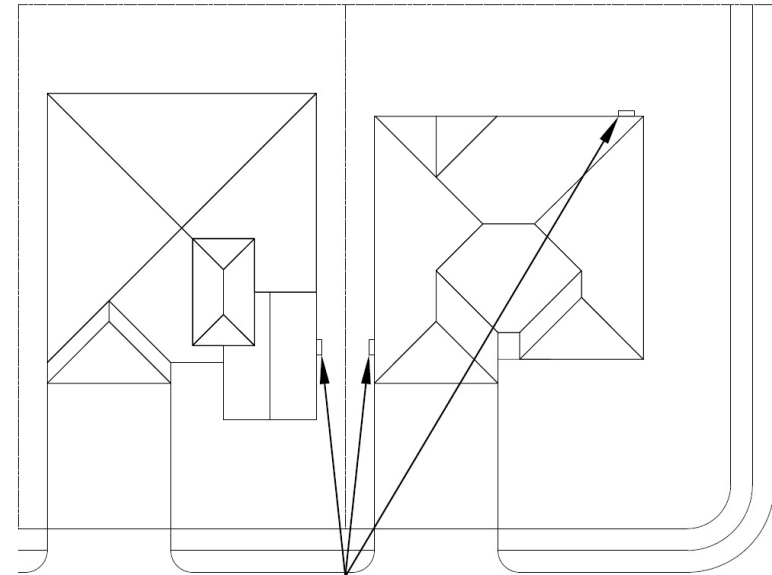
1. This chart indicates the typical materials and colours which shall be identified by the Builder where applicable.
 2. The number of colour packages required for each Builder shall be determined on a project by project basis.
 3. All exterior colour selections are subject to approval by the Control Architect.
 4. All roof vents and flashings to be prefinished or painted to match roof colour.

3.8 Foundation Walls

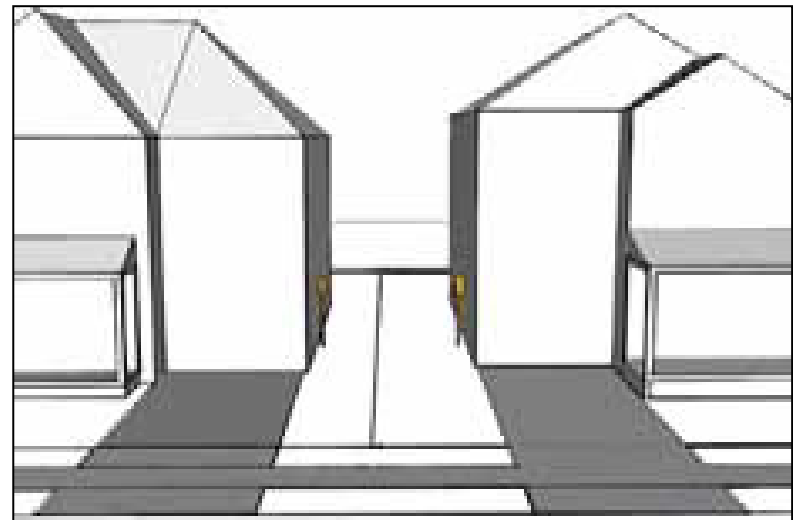
- Exposed concrete foundation walls have a negative visual impact on the streetscape and should be avoided
- Grading should be coordinated with dwelling foundation design and construction to ensure that no more than ~250 mm of foundation walls above grade is exposed on publicly visible elevations and ~300 mm for non publicly exposed elevations
- Where sloping finished grades occur, finished wall materials and foundations should be appropriately check-stepped to minimize exposed foundation walls

3.9 Utility and Service Elements

- Utility and service elements (hydro meters, gas meters, etc.) shall be located discreetly on wall faces perpendicular to the street in the interior side yard
- Corner lot detached dwellings are encouraged to have hydro and gas meters located on the interior side yard wall face
- Utility meters for townhouse units will be grouped and placed on the side elevations of end townhouse units to reduce their prominence along the streetscape
- Air conditioning units are discouraged from being located in the front or flankage yard of any dwelling



PREFERRED LOCATION OF METERS



4.0 DESIGN GUIDELINES FOR GARAGES

The design and placement of Garages must be in compliance with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.8.

Notwithstanding Section 4.2.8 of the Urban Design Guidelines, garage setbacks and projections for the KHW subdivision have been determined through the Ontario Municipal Board (OMB) decision. The respective zoning excerpts are included in the appendices.

4.1 General Criteria for Attached Garages

Attached garages should not dominate the massing of the street-facing façade and should be complementary in terms of character and quality to the principal dwelling

In general, the massing of the garage should be minimized by giving the habitable portion of the dwelling a larger, more dominant mass. Integrating the massing of the garage into the main massing of the dwelling

The streetscape should include a combination of garage door styles to avoid repetition and dominance by a single door type except for VLC and townhouse units

The use of upgraded garage door styles, characteristic of the architectural style of the dwelling, will be encouraged

Garage doors styles should have paneled, sectional roll-up doors, with a variety of glazed top panels

Other design solutions which minimize the presence of the garage, such as recessing the garage doors into the wall or provision of a roofed colonnade treatment in front of the garage will be encouraged

A variety of lintel (header) treatments appropriate to the architectural style of the dwelling should be provided above the garage doors

Lighting fixtures can be mounted either beside the garage door or above the garage door where space permits

4.2 Garage Width Limitations

Garage widths shall comply to the Municipality of Middlesex Centre Zoning By-laws. Garage widths should relate to the width of the lot to ensure a proportional balance between the habitable portion of the dwelling and the garage is achieved. Large garages on narrow lots are to be avoided.

Where two-car garages are permitted, the use of two single bay garage doors (2.5m wide) separated by a masonry pier is generally preferred over the use of a double-wide (4.9m wide) single bay door.

4.2.1 Garage Projection Limitations

This section on Garage Projection limitations can within the context of these guidelines be read in its entirety as an approved alternative approach to Section 4.2.8 Architectural Integration of Garages of the Middlesex Centre Urban Design Guidelines

Single detached dwellings:

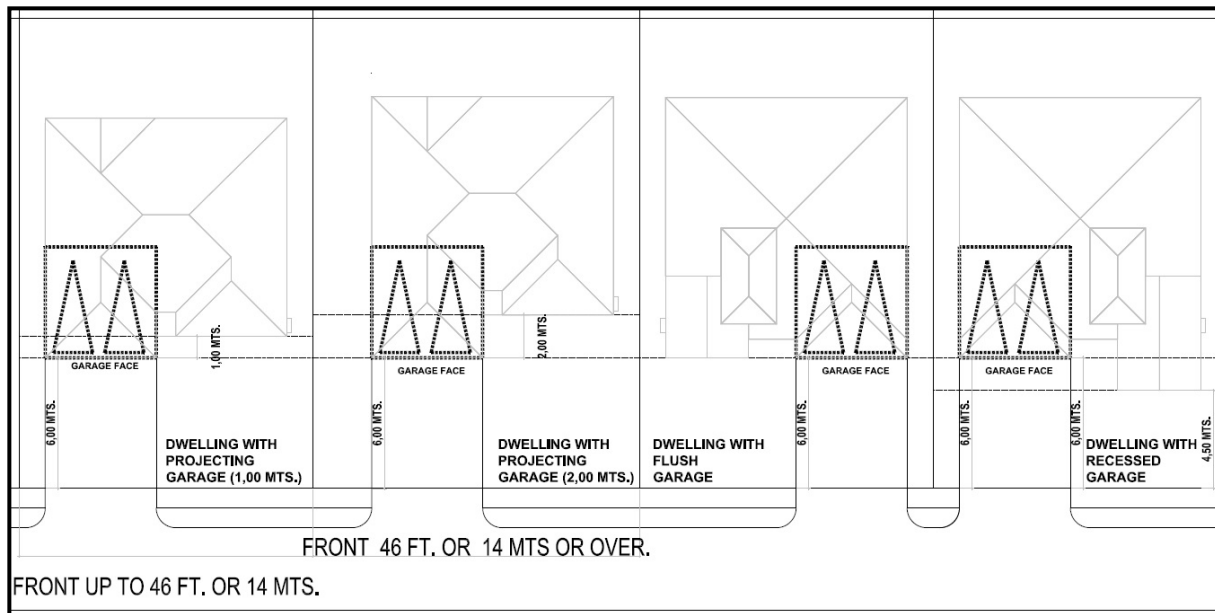
6.00 m (19.7 ft), but not more than 1.00 meter (3.3 ft) closer to the front lot line than the porch or habitable portion of the dwelling on lots 12.19 meters (40 ft) up to 14 meters (46 ft.) wide, and not more than 2.00 meters (6.6 ft.) closer to the front lot line than the porch or habitable portion of the dwelling on lots greater than 14 meters (46 ft.) wide.

4.3 Treatment of Rear Yard Garages

Rear yard garages should be of a complementary design quality, material and colour to the main dwelling.

The siting of these garages should be as close to the minimum setbacks as possible to maximize the rear yard amenity area.

Garage doors should be sectional roll-up type.



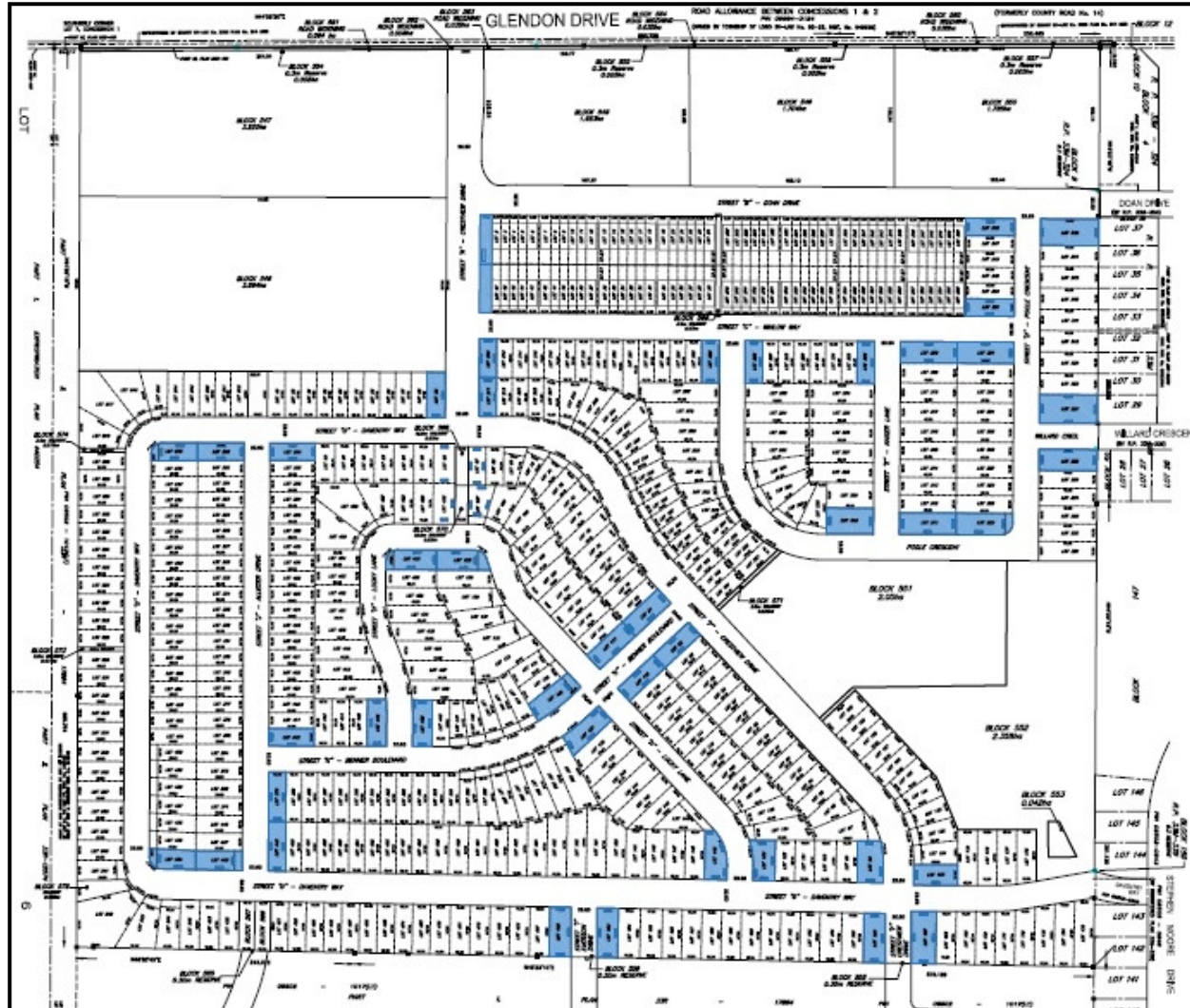
5.0 DESIGN GUIDELINES FOR PRIORITY LOT DWELLINGS

Dwellings in prominent locations are referred to as Priority Lot Dwellings and have a higher degree of visibility within the public realm. Special design consideration is required for the publicly exposed elevations of these dwellings.

5.1 Corner Lot Dwellings

According to the Urban Design Guidelines of the Municipality of Middlesex Centre the Design Principles the Corner Lot Dwellings must comply with Section 4.3.1

 CORNER LOTS



5.3 Dwellings Abutting Public Open Space Areas

Dwellings design Facing or Backing onto Parks and Open Spaces , must be in compliance with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.3.4.

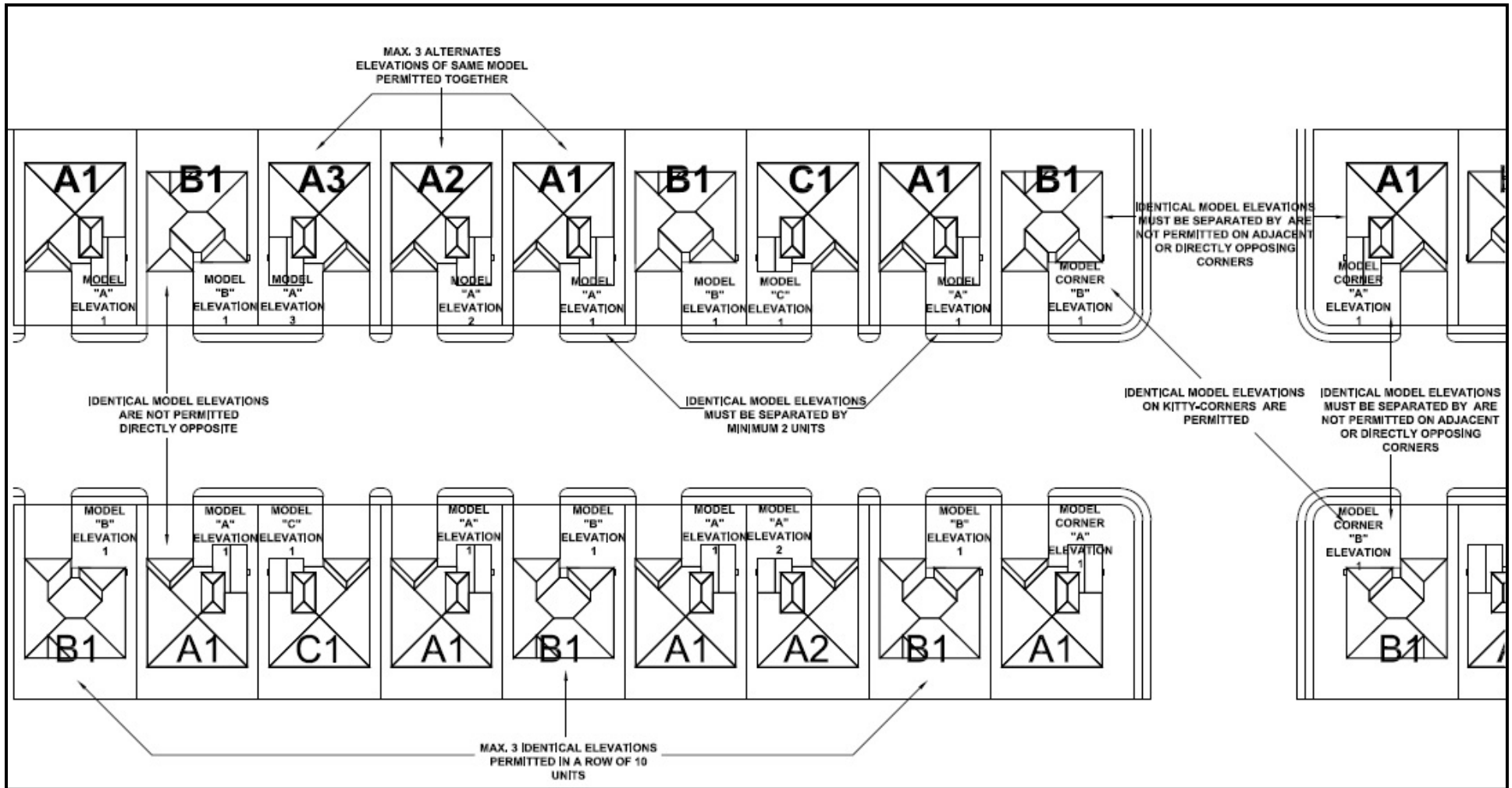


6.0 GUIDELINES FOR SITING OF DWELLINGS

Dwelling should be sited in accordance with the Urban Design Guidelines of the Municipality of Middlesex Centre, Section 4.2.3.

Notwithstanding Sections 4.2.3 e) of the Urban Design Guidelines of the Municipality of Middlesex Centre, The same house elevation shall be separated by a minimum of two other house elevations.

In addition, building orientation, massing and siting shall also be in keeping with Section 5.2 of the Urban Design Guidelines.



6.1 Massing and Clusters

6.1.1 Single detached

The arrangement of houses within a street block is a key component in providing an attractive streetscape. The overall impression created by the grouping and massing of dwellings within a block will have a greater visual impact than the detailing of an individual dwelling. The following design objectives shall be observed to ensure harmonious massing within the streetscape.

- Compatibility in height and massing between adjacent dwellings is encouraged.
- Extreme variations in building heights and size shall be avoided.
- Suitable designed bungalows may be sited on corner lots.
- 2-storey dwellings sited among bungalows shall compromise groupings of at least 2 adjacent units.

6.1.2 Townhouses

Townhouses blocks are comprised of individual dwellings units grouped together into a single, larger building form. They provide diversity of built form, streetscape character and housing choice within Kilworth Heights West. The design of townhouse elevations, shall achieve a standard equal to the adjacent detached housing in scale, form, composition, detail and appearance. Townhouses design shall satisfy the same general design criteria set out for single detached housing and following additional guidelines:

- The design should provide a variety of visual elements and details, which break up the massing and create distinctive character for the individual block.

- Townhouse blocks, should exhibit design and massing compatibility with neighboring buildings.
- Variation in façade elements such as front entries, plane variation and bay and dormer designs appropriate to the particular house style are encouraged to add individual unit identity and variety to the streetscape.
- Along front facades, roofscapes within individual townhouses blocks should vary where possible to contribute to the creation of interesting streetscapes and compatibility with adjacent detached dwellings.
- The replacement of the roof and exterior siding of individual units to a different colour will not be allowed, except if the entire block is done. Nevertheless an individual unit owner will be able to replace his roof if it is the same colour as the remaining units attached. The colours of the exterior elevations can be unique, according to the approved material and colour schedule, but garage doors should be consistent or very similar.
- Front elevations for townhouse units may be identical, and between blocks may also be identical. Townhouse models may be identical and may not have different elevations for a particular model. Townhouse end units within a block should preferably have additional fenestration but are not mandatorily expected to have a higher level of detail.
- Rear Elevations for Townhouse units will not be required to have a variation of rear wall plane.

Where a firewall is necessary it should be located unobtrusively and integrated into the design of the townhouse block to limit its visual impact

Due to limited opportunities for the placement of utility meters on townhouse dwellings, care should be taken to ensure they are not visually prominent within the streetscape

6.2 Driveways

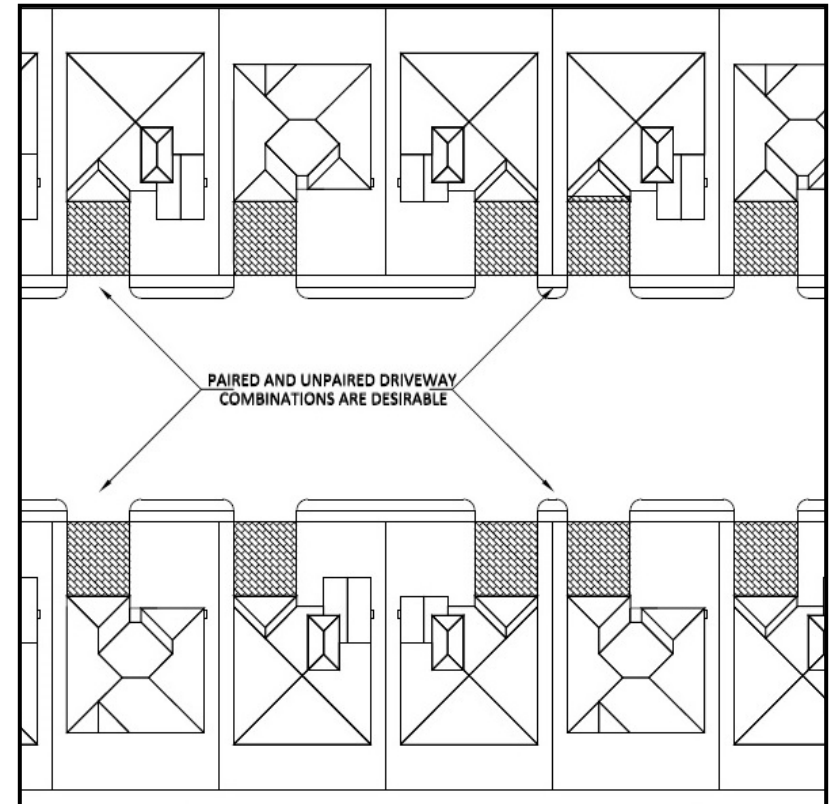
A mix of paired and unpaired driveway combinations is desirable to contribute visual interest along the street and also helps to provide sufficient space for boulevard streets.

Driveways should be located as far as possible from institutional uses, walkways, and intersections.

Driveways should be located to the outside of a pair of view terminus dwellings at the top of a “T” intersection.

The slope of the driveway between the garage and the street is to be kept to a minimum wherever possible and in accordance with municipal standards.

The builder may pave driveways or provide pavers which allow for water infiltration for single detached units.



6.3 Enhanced Landscaping Features

The following design criteria for Front Yard Enhanced Landscaping Features will be apply to lots that are prominently located along a significant vista or view terminus. Examples of such lots in the draft approved plan of subdivision include but are not limited to lots 59, 64-66, 67-69, 71, and 191-192.

The use of foundation shrubs will be encouraged to prevent the visual impact of concrete foundation walls exposed at the front elevation. Mulch and stone installation, hedges near walks, zone of ground cover is recommended.

Functional Entryway

- Dwelling entrances should be clear and inviting
- Shrubs and plants for framing and accent, mulch and / or ground covers for islands around trees will be encouraged
- Driveways should be readily visible

Edgings and Borders

- Edging walkways, borders of flowers, bulbs, or ground covers can be used
- Creating an Attractive Front
- Foundation plantings, raised planting beds, small shrubs, well maintained lawn, flowers, and ground covers are recommended.

7.0 DESIGN REVIEW AND APPROVAL PROCESS

7.1 Preliminary Review

- Preliminary model design proposals which are in conformity with the Architectural Design Guidelines which demonstrate sufficient design quality, variety and the use of appropriate exterior materials will be submitted to the Control Architect (Conex, Construction Excellence Inc.) for review and preliminary approval
- Sale of models cannot commence until after preliminary approval is given by the Control Architect
- Drawings should be a minimum scale of 1:100 (or 1/8"=1'-0") and must clearly depict internal layout, entry conditions, building elevations, fenestration, exterior materials and architectural details
- Proposed model design sketches should include all floor plans and all publicly visible elevations. Floor plans are reviewed and approved in order to assess and support approval of the exterior design
- Floor plans should have a dashed line with dimensions indicating the second floor wall face where it varies from the first floor wall line
- Proposed exterior building materials and colours should be submitted for review at the time of preliminary model review
- A compilation master sheet showing all proposed model elevations should be submitted at this time

7.2 Final Review and Approval

7.2.1 Model Working Drawings

- Model working drawings must depict exactly what the builder intends to construct
- All exterior details and materials must be clearly shown on the drawings.
- An updated compilation master sheet of all publicly exposed model elevations is to be submitted for final approval at this time
- Unit working drawings will be required for special elevations (i.e. upgraded rear / side), walkout lots and grade-affected garage conditions

7.2.2 Site Plans

- Engineer certified site plans are to be submitted to the Control Architect at a minimum scale of 1:250 and may be submitted on single 8-1/2" x 14" sheets
- In addition to the required grading details, the proposed siting of each unit must clearly show: model and elevation type, setback dimensions, driveway location, walkways and steps, any required fencing or landscape features, and where applicable, a special note indicating rear or side upgrades

7.2.3 Exterior Colour Packages

- Prior to final approval of model working drawings, the Builder will be required to submit typed colour schedules and sample boards which include the colour, type and manufacturer of all exterior materials
- Colour package selections for individual lots and blocks should be submitted at the same time as site plans and streetscapes

7.3 Submission Requirements

- The Builder is required to submit to the Control Architect for final review and approval, the following: 6 sets of engineer approved site/grading plans, 4 sets of working drawings, 3 sets of streetscapes, 2 sets of colour schedules, 1 set of colour sample boards (to be returned to the Builder), and 1 set of colour board photographs
- The Control Architect will retain one set of the foregoing other than the colour sample boards.
- The applicant should allow up to 5 working days for final approvals
- Any minor revisions made by the Control Architect to site plans, working drawings, streetscapes and colour schedules must be incorporated on the originals by the Builder's design architect
- Any revisions to an existing approval requested by the Builder will be

considered on their merits and if acceptable will be subject to re-approval by the Control Architect

- It is the Builders' complete responsibility to ensure that all plans submitted for approval fully comply with these Guidelines and all applicable regulations and requirements including zoning provisions
- The Builder is responsible for the pick-up and delivery of all materials to and from the Control Architect's office
- The Builder is responsible for paying all required fees directly to the Control Architect (Conex, Construction Excellence Inc.) in accordance with the fee schedule for architectural review services

7.4 Monitoring for Compliance

- The Control Architect/Kilworth Heights West Ltd. staff will conduct periodic drive-by site inspections to monitor development
- Any visible deficiencies or deviations in construction from the approved plans which are considered by the Control Architect to be not in compliance with the Architectural Review Guidelines will be reported in writing to the Builder and Municipality
- The Builder will respond to the control Architect in writing within 7 days of notification of their intention to rectify the problem after which Kilworth Height West Ltd. and the Municipality will be informed of the Builder's response or lack of response
- Kilworth Height West Ltd. and/or the Municipality may take appropriate action to secure compliance.

7.5 Dispute Resolution

Where there is a dispute between the Control Architect and the Builder concerning the interpretation or application of these Guidelines or the failure to process plans expeditiously, then the following dispute resolution procedure shall apply:

- The aggrieved party shall notify the control architect of the specific reasons and basis for the dispute
- The control architect shall respond in writing to the aggrieved party
- Where it is felt there is reasonable cause for concern, then the dispute and related correspondence will be referred to the Developer, Kilworth Heights West Ltd.
- The Developer, Kilworth Heights West Ltd., decision will be final, will promptly review the dispute, make all necessary decisions and advise in writing all parties concerned of the reason and actions decided upon

7.6 Monitoring effectiveness of control Architect

- Municipality of Middlesex Centre staff will also monitor the development on a periodic basis to ensure adherence to the Architectural Design Guidelines
- Should inadequate enforcement by the Control Architect be determined, the Municipality will discuss the situation with the Developer and Control Architect

- If the Municipality is not satisfied with the outcome of the discussions, it may cease to accept drawings, stamped by the Control Architect and retain another Control Architect, at the expense of the Kilworth Heights West Ltd. and/or the Builder
- A sufficient notice period of 3-4 weeks will be given by the Municipality to the original Control Architect prior to the transition

SCHEDULE "K"

to

THIS SUBDIVISION AGREEMENT made this ____ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Letter of Credit No.

To: Municipality of Middlesex Centre

Pursuant to the request of our customer, Kilworth Heights West Ltd., the _____ Bank, at _____ Street in London hereby establishes in your favour an irrevocable letter of credit for any sum or sums not exceeding total of _____ which may be drawn on at sight by you in whole or in part at any time and from time to time by written demand for payment at the branch named above which demand we shall honour without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our said customer.

PROVIDED, that you are to deliver to the Bank at such time as a written demand for payment is made a certificate signed by your Clerk,

- (a) that the monies demanded pursuant to this Letter of Credit are to be expended, or,
- (b) that the monies demanded pursuant to the Letter of Credit have been expended

in respect to the whole or some of our customer's obligations under the Phase 3 Subdivision Agreement between our customer and you dated the ● day of August, 2023 and registered as instrument no. _____, as amended from time to time.

The amount of this Letter of Credit will be reduced from time to time as you may on notice in writing signed by the Clerk advise.

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

This Letter of Credit will continue up to and including the [insert date] subject to the condition hereinafter set forth.

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 future expiration date, unless at least sixty (60) days prior to the present or future expiration date, we deliver notice to you in writing that we elect not to consider this Letter of Credit to be renewable for any additional period.

Except as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision) International Chamber of Commerce, Publication No. 600.

DATED at London, Ontario, this ____ day of _____, 2023.

SCHEDULE "L"

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

INTERIM CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter referred to as the "**Municipality**") to the undersigned, the receipt and sufficiency of which is hereby acknowledged, I hereby certify that the following services (hereinafter referred to as the "**Completed Services**") have been constructed and installed pursuant to and in accordance with the Subdivision Agreement (hereinafter referred to as the "**Phase 3 Subdivision Agreement**") dated the ● day of August, 2023 and registered as No. _____ on the ____ day of _____, 2023:

1. the underground services to be constructed and installed as part of the Phase 3 Works, as defined in the Phase 3 Subdivision Agreement, have been completed;
2. all utilities to be constructed and installed as required by section 37 of the Phase 3 Subdivision Agreement have been completed;
3. all street signs and regulatory signage to be constructed and installed as required by the Phase 3 Subdivision Agreement have been completed;
4. all street lights to be constructed and installed as required by the Phase 3 Subdivision Agreement have been completed and are fully operational; and
5. a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase 3 Works, as defined in the Phase 3 Subdivision Agreement, has been completed;

I certify also that the Completed Services have been:

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the Municipality.

Finally, I certify that the value of the Completed Services is as follows:

The value of the Completed Services referred to in item 1. above is \$ _____

The value of the Completed Services referred to in item 2. above is \$ _____

The value of the Completed Services referred to in item 3. above is \$ _____

The value of the Completed Services referred to in item 4. above is \$ _____

The value of the Completed Services referred to in item 5. above is \$ _____

for a total value of \$ _____

Certified and delivered under my hand and professional seal this ____ day of _____, 2023.

Professional Engineer

SCHEDULE “M”

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the “**Municipality**”), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the construction and installation of the Phase 3 Works was carried out in substantial conformance with the approved plans and specifications for the Phase 3 Works as required by the Phase 3 Subdivision Agreement dated the ___ day of August, 2023 and registered as No. _____ on the ___ day of _____, 2023 have been completed; and I hereby certify that all such services have been:

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and
- (b) in my professional engineering opinion, construction and installation of the Phase 3 Works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this ___ day of _____, 2023.

Professional Engineer

Kilworth Heights West Ltd. Phase 3
Subdivision Agreement

SCHEDULE “N”

to

THIS SUBDIVISION AGREEMENT made this ___ day of August 2023.

B E T W E E N:

KILWORTH HEIGHTS WEST LTD.
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

ASSET INVENTORY

ASSET INVENTORY									
Subdivision Name: _____									
Number of Lots: _____									
M Plan Number : _____									
Date: _____									
Summary									
Category	Estimate (\$)	Description	Total Length (m)				Cost / Metre		
Storm	\$ -	Storm Sewers and Services							
Sanitary	\$ -	Sanitary Sewers and Appurtenances							
Water	\$ -	Watermains and Services							
Roads	\$ -	Roadworks (granulars to base asphalt)							
Roads	\$ -	Curbs and Gutter							
S/W	\$ -	Sidewalks / Walkways							
Roads	\$ -	Surface Asphalt							
SWM	\$ -	SWM							
Lighting	\$ -	Street Lighting							
	\$ -		Cost / Metre						
			Cost / Lot						
Breakdown									
		Length (M)							
Category	Length	Estimate (\$)	150 dia	200 dia	250 dia	375 dia	450 dia	525 dia	750 dia
Storm		\$ -							
Sanitary		\$ -							
Water		\$ -							
Total		\$ -							