

# SITE PLAN CONTROL AGREEMENT

**BETWEEN:**

**DENZIL ANDREW BROWN**  
**ANGELA CECEILA GARDNER**  
hereinafter referred to as the "Owners"

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**  
hereinafter referred to as the "Township"

**OF THE SECOND PART**

**WHEREAS** the Owners are the registered Owners of those lands and premises located in the Township of Wollaston, more particularly described in Schedule "A", and municipally known as 5269 Highway 620 (the "Owners' Lands");

**AND WHEREAS** the Owners' Lands are subject to the terms of this Site Plan Control Agreement;

**AND WHEREAS** the Owners have made an application to the Township for permission to develop the Owners' Lands;

**AND WHEREAS** the Council of The Corporation of the Township of Wollaston passed Site Plan Control Area By-law No. 24-18 for the approval of site plans pursuant to the *Planning Act*, RSO 1990, c P.13, as amended;

**AND WHEREAS** the Council of The Corporation of the Township of Wollaston has approved those plans for the development of the Owners' Lands set out in Schedule "C" to this Agreement (the "Approved Site Plan Drawings"), subject to the Owners entering into this Site Plan Control Agreement with the Township.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the approval for the development of the Owners' Lands and other good and valuable consideration, the Owners and the Township agree with each other as follows:

- 1) The Owners shall, at their sole risk and expense and to the satisfaction of the Township, develop the Owners' Lands in accordance with the Approved Site Plan Drawings, and shall construct, use, and maintain those facilities and Works set out in the Approved Site Plan Drawings in accordance with the terms of this Agreement.
- 2) The following Schedules are attached to and form part of this Agreement:
  - (1) **Schedule "A"** - Description of the Owners' Lands
  - (2) **Schedule "B"** - Approved Site Plan Drawings
  - (3) **Schedule "C"** - Grants of Easement and Other Public Lands
  - (4) **Schedule "D"** - Municipal Conditions
  - (5) **Schedule "E"** - Approving Authorities and Agencies
  - (6) **Schedule "F"** - Notices to Purchasers and Subsequent Owners
- 3) The Owners shall comply with any amendments, additions or deletions to the Approved Site Plan Drawings that the Township may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owners' Lands and the construction of the works and facilities (hereinafter referred to as the "Works") required by this Agreement.
- 4) Without limiting the generality of the Owners' obligations set out in Clause 1 of this Agreement, the Owners covenant and agree to develop the Owners' Lands in accordance with the Approved Site Plan Drawings and in compliance with the municipal conditions set out in Schedule "D" to this Agreement. The Owners acknowledge and agree that the originals of the Approved Site Plan Drawings shall be kept on file at the office of the Township of Wollaston, Coe Hill, Ontario. The Approved Site Plan Drawings on file with the Township are hereby incorporated by reference into this Agreement. In the event of any

dispute as to which drawing is incorporated by reference into this Agreement, the copy on file with the Township shall govern.

- 5) Prior to the commencement of construction, the Owners:
  - a) Shall obtain all other permits and approvals required by any other agency or authority having jurisdiction, including, without limiting its generality, those agencies and authorities set out in Schedule "E" to this Agreement; and
  - b) Shall ensure that the requirements of this Agreement and the Approved Site Plan Drawing are brought to the attention of the Owners' contractors, employees and workers.
- 6) For the duration of all construction, the Owners:
  - a) Shall ensure that all construction work is carried forward as expeditiously as possible and in a good and workmanlike manner in accordance with good trade practices according to the Township's standards and specifications, and so as to cause a minimum of nuisance to neighbours;
  - b) Shall take all reasonable precautions to avoid dust, noise, and other nuisances and to provide for public safety, including, without limiting the generality of the foregoing, taking all measures deemed necessary by the Roads Superintendent of the Township to ensure the safety of pedestrians and motorists on all highways adjacent to the Owners' Lands; and
  - c) Shall, if determined necessary by the Chief Building Official, erect a fence around the entire excavation site to provide for the security of the site and public safety.
- 7) The Owners:
  - a) Covenant and agree that time shall be of the essence of this Agreement and time shall be of the essence with respect to any extension of time that may be agreed upon by the parties;
  - b) Covenant and agree not to use or occupy or permit the use or occupancy of any building or part thereof for which building permits have been issued until all Works required under this Agreement are completed to the satisfaction of the Township;
  - c) Acknowledge and agree that, in exceptional circumstances, compliance with clause 7(b) may be waived by the Chief Building Official, in his or her sole discretion. The Chief Building Official's decision shall be final. Such a waiver by the Chief Building Official is not a waiver of the requirement to complete the Works required under this Agreement;
  - d) In the event that a building or part thereof is used or occupied otherwise than in accordance with the provisions of clause 7(b), acknowledge and agree that the Township shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the use or occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and an order obliging the Owners to comply with this Agreement. The Owners shall be estopped from opposing such application(s) on the part of the Township;
  - e) Covenant and agree that except as may otherwise be provided for in this Agreement, construction of all Works shall be completed within four (4) months of the date of occupancy of the building. In cases of undue hardship, the Township may extend in writing any time for completion required by this Agreement;
  - f) Covenant and agree that they are aware of the requirements of the Township of Wollaston and shall pay all required charges in accordance with the provisions of any fee schedule in effect at the time that the payment is required;
  - g) Covenant and agree that they are aware of the requirements of the Site Plan Control By-Law of the Township of Wollaston and that a penalty for breach of the Site Plan Control By-Law, in the event that the plans are not complied with, may result in a charge under section 67 of the *Planning Act*;
  - h) Acknowledge that if any lien is claimed pursuant to the *Construction Lien Act*, RSO 1990, c C.30, as amended, for the supply of services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any lands owned by the Township or any other public authority, the Owners shall be considered in default under this Agreement and shall continue to be in default until all liens are discharged, and the Township may, in its absolute discretion, use the financial security deposited by the Owners to pay into court any amounts required to discharge all liens plus costs;

- i) Covenant and agree that in the event the Owners are in default in the performance of any obligation, term, covenant or condition under this Agreement and such default continues more than seven (7) days after the Township delivers written notice to the Owners to remedy the default, the Township may, without further notice to the Owners, do such thing at the Township's expense as it may reasonably require necessary to remedy the default, and the Township may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act, 2001*, SO 2001, c 25, as amended. The Owners acknowledge and agree that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any obligation, term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of or alter, affect or prejudice any other remedy or other rights or remedies to which the Township may be lawfully entitled for the same default or breach.
- 8) The Owners shall, as applicable:
    - a) Provide all parking areas and vehicle/pedestrian access routes with lighting in a manner satisfactory to the Township;
    - b) Ensure that the façade of the building shall be constructed of the colour and materials as noted and approved by the Township on the approved Elevation Plan(s) and listed in Schedule "B" Approved Site Plan Drawings in this Agreement;
    - c) Be aware that interior floor layouts and structural details as shown on the above listed plans shall not be subject to the regulations of Site Plan Control. These matters shall, however, be subject to the *Building Code Act, 1992*, SO 1992, c.23 and regulations, as amended; and
    - d) Design and construct facilities to provide for the unobstructed use of the public areas of the building by the physically challenged in conformity with the Ontario Building Code provisions for access.
  - 9) The Township will make reasonable efforts with the number of personnel available to it to inspect the Works to be constructed in accordance with the Approved Site Plan Drawings and this Agreement, but the Owners shall indemnify and save harmless the Township, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
  - 10) The Owners shall indemnify the Township against all actions, causes of action, suits, claims, charges, fees, regulatory orders, prosecutions, expenses (including damages, fines, insurance adjusters' fees and legal costs on a full recovery basis) and demands whatsoever that may arise from the actions of the Owners, that are not caused by the negligent acts of the Township, its employees, servants and agents, related in any way to this Agreement and the Works.
  - 11) The Owners hereby grant to the Township, its servants and contractors, a license to enter the Owners' Lands during normal operating hours for the purpose of inspecting the Works and to perform any work arising from or the result of any default by the Owners under this Agreement.
  - 12) Upon completion of Works, the Owners shall deliver to the Township the certificate of a Qualified Person confirming that all Works have been installed in accordance with the Approved Site Plan Drawings and this Agreement. For the purposes of this Agreement, Qualified Person means an individual with qualifications and/or credentials related to a field of study and who is therefore appropriate for conducting a study and/or providing expert opinion that has been required by the Township. The qualifications and credentials of the qualified person may be Landscape Architect, Architect or Certified Engineer depending on related work and must be to the satisfaction of the Township, or where appropriate, are defined by relevant legislation, regulation and standards.
  - 13) It is the intent of this Agreement that the Township shall not incur any expense for the development of the Owners' Lands and every obligation of the Owners under this Agreement shall be deemed to include the words "at the expense of the Owners", unless specifically stated otherwise.
  - 14) All invoices, costs and expenses received or incurred by the Township and payable by the Owners shall be paid within thirty (30) days of the Township's invoice or demand for payment to the Owners, failing which the Owners shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.

- 15) Interest shall be paid by the Owners on all overdue amounts at the same rate per annum and calculated in the same manner as the Township charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
- 16) The Owners consent to the registration by the Township, at the Owners' expense, of this Agreement against the title to the Owners' Lands and, in accordance with s. 41(10) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owners and any and all subsequent owners of the Owners' Lands. The Owners further agree that the Township may register this Agreement electronically, and for that purpose, the Owners authorize the Township to complete the registration of documents on behalf of the Owners, as their agent.
- 17) Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the *Arbitration Act, 1991*, SO 1991, c.17, as amended, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
- 18) Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
- 19) It is agreed between the parties hereto that every covenant, provision and agreement herein shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine gender, as the case may be, were expressed.
- 20) Notwithstanding any other provision to the contrary, this Agreement may, at the option of the Township, be terminated under any of the following circumstances:
  - a) Where the building permit expires or is revoked for any justifiable reason;
  - b) If construction of the building shown on the Approved Site Plan Drawings is not commenced within one (1) year of the date of this Agreement;
  - c) Where construction has ceased for any reason and the Owners' Lands are not properly secured or the Owners' Lands pose a potential safety risk to the public;
  - d) Where the Owners are in default of any of its obligations under this Agreement and has not cured the defect within the time period provided to cure the defect; or
  - e) Where the Owners advise the Township that it does not intend to comply with this Agreement.
- 21) The Owners covenant and agree that nothing in this Agreement releases the Owners from the obligation to comply with the provisions of the Township's Zoning By-Laws, as amended, or any by-laws of the Township that may now or in the future be in effect.
- 22) All notices or other documents required or which may be given under this Agreement shall be in writing duly signed by the party giving such notice and delivered personally or by prepaid courier, each with proof of delivery or by registered mail, addressed as follows:

Township: The Corporation of the Township of Wollaston  
90 Wollaston Lake Road,  
Coe Hill, ON K0L 1P0  
Attention: Township Clerk

Owners: Denzel Brown and Angela Gardner  
5269 Highway 620 Coe Hill, ON K0L 1P0

Any notice document shall be deemed to have been received on the 5<sup>th</sup> business day following the date of mailing if sent by registered mail or on the next full business day if delivered personally or by prepaid courier. Notice shall not be given by registered mail during any periods of postal disruption. Any party may from time to time by notice given as provided above, change its address for the purposes of this clause. Facsimile, electronic mail or other electronic communication between the parties shall not be considered proper notice under this Agreement.

- 23) The failure of the Township to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the Township of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the Township from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 24) The Owners agree that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid

**IN WITNESS WHEREOF** the parties hereto have affixed their Corporate Seals, under the hands of their proper signing officers, duly authorized in that behalf.

<b>DATED this _____ day of _____, 2020.</b>	)
WITNESS AS TO THE SIGNATURES OF DENZIL BROWN AND ANGELA GARDNER	) _____
	) OWNER: DENZIL BROWN
	)
_____	)
WITNESS	) _____
	) OWNER: ANGELA GARDNER
	)
<b>DATED this _____ day of _____, 2020.</b>	) <b>THE CORPORATION OF THE TOWNSHIP OF WOLLASTON PER:</b>
	) _____
WITNESS AS TO SIGNATURES OF MAYOR AND CLERK	) MAYOR: BARBARA SHAW
	) _____
_____	) CLERK: BERNICE CROCKER
WITNESS	)
	) <b>We have the authority to bind the Corporation.</b>

## SCHEDULE "A"

### DESCRIPTION OF THE LANDS

#### Owner's Lands:

**Legal Description:** Part of Lot 18, Concession 8, Part 1 on Registered Plan 21R-5416, S&E Part 12 on Registered Plan 21R-6688

**Municipal Address:** 5269 Highway 620

## **SCHEDULE "B"**

### **APPROVED SITE PLAN DRAWINGS**

**THE ORIGINALS OF ALL PLANS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE ON FILE IN THE OFFICE OF THE DIRECTOR OF PLANNING, BUILDING & LICENSING AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.**

- Dwg. A1      Site Plan – Liquidmix Agitators Shop Addition, 5269 Hwy 620, Coe Hill  
Dated: July 23, 2020  
Scale: 1:950  
Prepared by: Alex Arthur
- Dwg. A-01      Front View –Liquidmix Agitators Shop Addition, 5269 Hwy 620, Coe Hill  
Dated: June 8, 2020  
Prepared by: Buelow Engineering Ltd.
- Dwg. A-02      Right End View –Liquidmix Agitators Shop Addition, 5269 Hwy 620, Coe Hill  
Dated: June 8, 2020  
Prepared by: Buelow Engineering Ltd.

## **SCHEDULE "C"**

### **GRANTS OF EASEMENT AND OTHER PUBLIC LANDS**

There are no grants of easement and other grants related to this development.



## **SCHEDULE "D"**

### **MUNICIPAL CONDITIONS**

The Owners further covenant and agree to develop the Owners' Lands in accordance with the following General Municipal Conditions, as applicable:

#### **GENERAL CONDITIONS:**

1. To install all exterior lighting and signs in accordance with the Approved Site Plan Drawings, and to direct any light emitted from them downwards and away from adjacent uses or streets.
2. For the duration of all construction, the Owners:
  - a) Shall ensure that all construction work is carried forward as expeditiously as possible and in a good and workmanlike manner in accordance with good trade practices according to the Township's standards and specifications, and so as to cause a minimum of nuisance to neighbours;
  - b) Shall take all reasonable precautions to avoid dust, noise and other nuisances and to provide for public safety, including, without limiting the generality of the foregoing, taking all measures deemed necessary by the Roads Superintendent of the Township to ensure the safety of pedestrians and motorists on all highways adjacent to the Owners' Lands; and
  - c) Shall, if determined necessary by the Chief Building Official, erect a fence around the entire excavation site to provide for the security of the site and public safety.
3. All mechanical units shall be screened in order to provide visual buffering and any noise mitigation measures as required by the recommendations of a noise study in support of the development. The screening shall be in a form satisfactory to the Township and shall be shown on the Approved Site Plan Drawings.
4. The property shall be kept tidy and free from debris.
5. Review this Site Plan Agreement with the Municipality within 60 days after being given written notice by the Municipality to do so.
6. Terminate this Agreement should the Municipality request termination in writing.
7. The Owners shall advise any prospective purchaser or transferee of the Property of the existence of this Agreement. The Owners agree that any Agreement of Purchase and Sale or Transfer agreement with respect to the property shall include the following clause: "This property is subject to the terms of an Agreement with the Corporation of the Township of Wollaston (registered an Instrument Number \_\_\_\_\_) which pertains to a Site Plan Control Agreement".

#### **Environmental Protection:**

8. While undertaking clearing, demolition, excavation or construction the Owners and their contractors shall be vigilant for the potential presence of underground fuel tanks, potentially contaminated soil or groundwater, buried wastes or abandoned water wells. If any of the above are encountered or suspected, the Owners shall ensure that:
  - a. The Township of Wollaston is advised that contaminants or wastes have been discovered or are suspected;
  - b. Any soil or groundwater contamination encountered is managed following applicable standards as defined within O.Reg. 153/04 or as revised;
  - c. Any wastes generated are managed in accordance with applicable laws and standards;
  - d. Any abandoned fuel tanks encountered are decommissioned in accordance with applicable laws and standards;
  - e. Any unused water wells (drilled or dug) are properly abandoned in accordance with Ontario Regulation 903 – Wells or as revised;

- f. If it appears likely that contamination extends beyond the boundaries of the Owners' Lands, the Owners shall notify the local office of the Ministry of the Environment, Conservation and Parks and the Township of Wollaston's Environment Division;
- g. Construction wastes are not permitted to be buried within the Owners' Lands, the property that is the subject of this Agreement, and
- h. The Owners and their contractors report all spills to the Ministry of the Environment, Conservation and Parks Spills Action Centre (1-800-268-6060) and to the Township (613-337-5731) forthwith.

**Archaeological or Heritage Features:**

9. In the event that deeply buried, or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease, and the site must be secured. The Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132) and the County of Hastings's Planning Division (613-966-6712) must be immediately contacted.

10. In the event that human remains are encountered, all work must immediately cease, and the site must be secured. The Ontario Provincial Police (1 888 310-1122), the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Government and Consumer Services (416-326-8404), the Cultural Program Branch of the Ministry of Tourism, Culture and Sport (416-314-7132), and the County of Hastings's Planning Division (613-966-6712) must be immediately contacted.

**CVCA Approval Under Ontario Regulation 159/06**

11. If required, the Owners shall obtain a Permit under the Crowe Valley Conservation Authority – Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 159/06) prior to the commencement of work (including the placement, removal, or re-grading of fill) on the Owners' Lands.

**Accessibility for Ontarians with Disabilities Act, 2005**

12. When constructing new or redeveloping off-street parking facilities, the Owners shall comply with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c 11 (the "AODA"). "Off-street parking facilities" includes open area parking lots and structures intended for the temporary parking of vehicles by the public, whether or not the payment of a fee is charged and includes visitor parking spaces in parking facilities.

13. Commencement of construction or redevelopment of off-street parking facilities on or after January 1, 2017 by large organizations (private and not-for-profit organizations with 50 or more employees), and commencement of construction or redevelopment of off-street parking facilities on or after January 1, 2018 by small organizations (private and not-for-profit organizations with at least one but fewer than 50 employees), must comply with the "Design of Public Spaces Standards (Accessibility Standards for the Built Environment)" set out in Part IV.1 of O.Reg. 191/11: Integrated Accessibility Standards, under the AODA (the "Accessibility Standards").

14. If the Owners' Approved Site Plan Drawings do not currently comply with the Accessibility Standards and, if the Owners commence construction/redevelopment after the dates for compliance noted in clause 23 above, then prior to commencement of construction/redevelopment, the Owners shall make such amendments or additions to the drawings as required to ensure compliance with the Accessibility Standards. The Owners shall enter into an Amendment to Site Plan Agreement with the Township to incorporate the revised drawings.

## SCHEDULE "E"

### APPROVING AUTHORITIES AND AGENCIES

The Owners shall be responsible for obtaining all permits and approvals required for the development of the Owners' Lands from all applicable agencies and authorities having jurisdiction, including but not limited to the following:

<u>APPLICABLE LAW</u>	<u>AGENCY</u>
1. The Ontario Building Code	Township of Wollaston Building Services 90 Wollaston Lake Rd Phone: (613) 337-5731
2. Gas/Water/Sewer	Township of Wollaston 90 Wollaston Lake Rd Phone: (613) 337-5731
3. Hydro	Hydro One Networks Inc. PO Box 4300 Markham, Ontario L3R 5Z5P Phone: (1 800) 434-1235
4. Provincial Signs, Building Location, Entrance Permits, and Drainage onto Provincial Highways	Ministry of Transportation of Ontario 1355 John Counter Boulevard Kingston, Ontario K7L 5A3 Phone: 613 545-4865
5. Entrance Permits	Township of Wollaston 90 Wollaston Lake Rd Phone: (613) 337-5731
6. Cut Permits	Township of Wollaston 90 Wollaston Lake Rd Phone: (613) 337-5731
7. Work Permit for Shoreline Construction Permits	Ministry of Natural Resources 106 Monck Street Bancroft, Ontario K0L 1C0 Phone: (613) 332-3940
8. CVCA Approval under Ontario Regulation 148/06	Crowe Valley Conservation Authority 70 Hughes Lane Marmora, Ontario K0K 2M0 Phone: (613) 472-3137
9. Labour Approvals	Ministry of Labour 1111 Prince of Wales Drive Suite 200 Ottawa, Ontario K2C 3T2 Phone: (613) 228-8050
10. Private and Public Sewer Approvals; Exhaust Air Approvals	Ontario Ministry of the Environment, Conservation and Parks 345 College Street East Belleville, Ontario K8N 5S7 Phone: (613) 962-9200
11. Septic and Holding Tank Public Use Approvals	Hastings And Prince Edward Counties Health Unit 179 North Park Street Belleville, Ontario K8P 4P1 Phone: (613) 966-5500
12. Hydro One	Hydro One Networks Inc. PO Box 4300 Markham, Ontario L3R 5Z5P Phone: (1 800) 434-1235
13. Bell Canada	Bell Canada 1 Carrefour Alexander-Graham-Bell Building A, 4th Floor

- Verdun, Québec H3E 3B3  
Phone: 1 (866) 301-1942
14. Cable  
Cogeco  
5, Place Ville-Marie, Office 1700  
Montréal, Québec H3B 0B3  
Phone: 514-764-4600
15. Office of the Fire Marshall  
Office of the Fire Marshall  
5775 Yonge St., 7<sup>th</sup> Floor  
North York, Ontario M2M 4J1
16. CNR  
Canadian National Railways  
1 Administration Road  
Concord, Ontario L4K 1B9  
Phone: (905) 760-5007
17. CMHC  
Canadian Mortgage and Housing Corporation  
100 Sheppard Ave. East, Suite 300  
Toronto, Ontario M2N 6Z1
18. Airport  
Airports Group  
Transportation Canada  
4900 Yonge Street, Suite 300  
Willowdale, Ontario M2N 6A5  
Phone: (416) 224-3217
19. Fuel Safety  
Technical Standards and Safety Authority  
345 Carlingview Dr,  
Etobicoke, Ontario M9W 6N9
20. Wollaston Fire & Rescue  
Wollaston Fire & Rescue  
90 Wollaston Lake Rd  
Phone: (613) 337-5731
21. Condominium & Apartment Buildings  
Ontario New Home Warranty Program  
1130 Morrison Drive, Suite 250  
Ottawa, Ontario K2H 9N6  
Phone: (613) 829-6877
22. Trans-Northern Pipelines Inc.  
Trans-Northern Pipelines Inc.  
45 Vogell Road, Suite 310  
Richmond Hill, ON L4B 3P6
23. National Energy Board  
National Energy Board  
444 Seventh Avenue S.W.  
Calgary, Alberta T2P 0X8
24. Energy Regulation  
Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
Toronto, Ontario, Canada  
M4P 1E4
25. Electrical Safety  
Electrical Safety Authority  
Customer Service Centre  
P.O. Box 24143  
Pinebush Postal Outlet  
Cambridge, ON N1R 8E6  
1-877-372-7233
26. Union Gas Ltd.  
Union Gas Limited  
520 Gardiners Road  
Chatham, ON N7M 5M1

**SCHEDULE "F"**  
**NOTICES TO PURCHASERS AND SUBSEQUENT OWNERS**

1. The Owners and all subsequent owners, successors or assigns (all of which are referenced by the term "Owner") are hereby advised that, notwithstanding the issuance of Site Plan Control Approval by the Township of Wollaston, it is the Owners' responsibility to determine if the proposed use or any subsequent use of the Owners' Lands or property are subject to the requirements of a Comprehensive Certificate of Approval issued by the Ontario Ministry of the Environment, Conservation and Parks.