

## TEMPORARY CONSTRUCTION AND ACCESS LICENCE

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2020,

**BETWEEN:**

**ONTARIO POWER GENERATION INC.,**  
a corporation existing under the laws of Ontario  
(“**OPG**”)

-and-

**Township of South Stormont**  
(the “**Township**”)

**RECITALS**

A. OPG is the owner of certain lands legally described as PINs 60223-0153 and 60223-0150 being:

PIN 60223 – 0153: BLK G PL 261; BLK A PL 294; Township of South Stormont, United Counties of Stormont, Dundas and Glengarry;

and

PIN 60223 – 0150: BLK H PL 261; BLK A PL 294; Township of South Stormont, United Counties of Stormont, Dundas and Glengarry;

the locations of which is shown shaded in red on the plan annexed hereto as Schedule “A” (hereinafter referred collectively to as the “**Lands**”);

B. The Township has retained EVB Engineering (the “**Contractor**”) to design and provide construction administrations services for the reconstruction of storm drainage systems on Moulinette Island. A portion of the project is improving and/or re-establishing roadside ditches and installing new drainage easements paralleling property lines draining to the St. Lawrence (the “**Project**”).

C. In 2018, the Contractor installed two new drainage easements as part one of the Project.

D. The Township is requesting OPG’s permission to complete the second phase of the Project. The permitted scope of work for which this Licence is being granted by OPG is attached hereto as Schedule “B” (the “**Work**”).

E. OPG has agreed to grant the Township a non-exclusive temporary licence to access a portion of the Lands (hereinafter referred to as the “**Licensed Lands**”) as shown on the plan annexed hereto as Schedule “C” for the sole purpose of the completion of the Work subject to the terms and conditions hereinafter stated;

F. The Township has agreed to erect modular fencing on a portion of the Licensed Lands (hereinafter referred to as the “**Work Areas**”) as shown on the plan annexed hereto as Schedule “C” for the sole purpose of the completion of the Work;

G. The Township understands that OPG has granted waterfront licenses to private property owners on the Licensed Lands (the “**Waterfront Licensees**”);

H. Upon completion of the Project, the Township shall undertake to enter into an interest over the portion of the Licensed Lands required for the Project, more particularly described in the attached “Schedule D” (the “**Transfer and Grant of Easement**”)

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION** of the sum of TWO (\$2.00) DOLLARS (the receipt and sufficiency of which is hereby acknowledged), and the mutual covenants terms and conditions contained herein, the parties hereto agree as follows:

### 1. DEFINITIONS

For the purposes of this Agreement, the following terms have the following definitions:

“**Applicable Laws**” in respect of any person, property, transaction or event, means all applicable federal, provincial, municipal and local laws, statutes, rules, regulations, orders, guidelines, codes, by-laws, ordinances, standards, treaties, judgements and decrees applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law, all applicable approvals, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, policies and formal interpretations thereof of any governmental authority having or purporting to have authority over that person, property, transaction or event at the applicable time;

**“Environmental Laws”** mean all applicable federal, provincial, municipal and local laws, statutes, regulations, guidelines, provincial policies, and by-laws, official plans, and all orders, directives, rulings and decisions rendered by any ministry, department or administrative or regulatory agency or court, including any obligations or requirements arising under common law, relating to the protection of the environment, mining, drinking water, wildlife, human health and safety or the manufacture, processing, sewage treatment, storage, disposal, transport, handling, containment, clean-up or other remediation or corrective action or in respect of a Hazardous Substance;

**“Hazardous Substance”** means any substance, material, chemical, waste of any nature, or thing (including asbestos, asbestos containing material, petroleum, petroleum by-products, radioactive substances, pesticides, herbicides, polychlorinated biphenyls) which is or is deemed or defined to be, alone or in any combination, hazardous, dangerous, toxic, a pollutant, a deleterious substance, a dangerous good, a designated substance, a contaminant or a source of pollution or contamination or is otherwise regulated, and includes all analogous concepts as defined in or pursuant to any Environmental Law or designated under any Environmental Law; and

**“Release or Released”** has the meaning prescribed in any Environmental Law and includes any release, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional.

## 2. LICENCE

- (a) OPG grants to the Township a non-exclusive temporary licence to permit its employees, contractors, agents and assigns (**“Authorized Representatives”**) to enter onto and to pass and repass over the Licenced Lands to conduct the Work (the **“Licence”**). The Township shall not enter into agreements in respect of the Licenced Lands which would materially affect the rights given to the Township by this Licence without the prior written consent of OPG.
- (b) Subject to the right of earlier termination as hereinafter specified, the term of this Licence shall commence on the first day of June, 2020 and shall expire at midnight on the first day of October, 2020 (the **“Access Period”**), or upon completion of the Work, whichever is earlier.
- (c) The Licence subject to the terms herein, the right to bring such equipment, vehicles and supplies onto the Licenced Lands as may be necessary for the sole purpose of the Work. Access to the Licenced Lands shall be granted by others.
- (d) The Township shall notify and advise its Authorized Representatives of the terms and conditions of this Agreement. The Township shall assume full responsibility for the acts and omissions of its Authorized Representatives and all other persons or entities permitted by the Township to enter the Licenced Lands in their use and occupation of the Licenced Lands and shall forthwith remove from same any individual that OPG, in its sole discretion, deems to be acting in an incompetent, illegal or unsafe manner.
- (e) The rights granted to the Township herein are a licence to access and use the Licenced Lands to complete the Work only in accordance with Schedule “B”. The Township is not being granted a licence to conduct any activity that is not included in Schedule “B”. Any modifications of the Work which are materially different from that set out in Schedule “B” shall require the notification and prior written approval of OPG.
- (f) This Licence (including the Work conducted) shall not under any circumstances whatsoever constitute a right by the Township to have or claim exclusive possession of the Lands, claim any past or present interest, and shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease, grant or joint venture agreement made between the parties. The granting of this Licence and the rights hereunder by OPG does not constitute and shall not be interpreted as any type of approval, consent or acceptance by OPG of the Project or any proposed use of the Lands by the Township.
- (g) This Licence shall apply only to the Licenced Lands as shown outlined in purple on Schedule “C” but shall be subject to all third party leases, licences, easements or other rights of use or occupation as registered on title, unregistered, as well as any exceptions or limitations established by this Agreement.
- (h) Upon completion of the Work, OPG has agreed to provide an easement over a portion of the Lands for the new drainage easements. The Township may register notice of easement against title to the applicable portion of the Lands. The Township shall provide OPG with a draft of such notice for review and approval, prior to registering the notice on title. The Township has agreed to cover all costs for legal surveying, registration, legal fees and any other costs associated with and resulting from the grant of easement.

## 3. NON-INTERFERENCE

- (a) The Township will ensure that its activities will not materially interfere in any way with, disrupt or cause any damage to the Lands or the facilities and works of the **Waterfront Licensees** at or near the Lands, or any other works of the Waterfront Licensees now existing or hereafter constructed at or near the Lands, and will comply with all instructions and orders to suspend or halt its operations in the event of such interference or damage. The Township shall assume all liability and obligation in respect of any and all loss, damage or injury sustained by OPG or the Waterfront Licensees as a direct result of such interference or damage unless such loss, damage or injury is caused by the gross negligence of OPG, the Waterfront Licensees, or those for whom OPG is in law responsible.

- (b) The Township will ensure that its activities will not in any way interfere with or disrupt OPG's or the Waterfront Licensees' access to and from the Lands. For greater clarity, the Township will ensure that OPG or the Waterfront Licensees have, at all times, unrestricted access to and from the Lands and its facilities and operations on the Lands at all times throughout the term of this Licence. OPG has the right to have an OPG employee or employees or a consultant working for OPG on the Licenced Lands at the same time as the Township for any purpose, including monitoring the Township's access to the Licenced Lands.
- (c) If, in the opinion of OPG, the Township does anything or permits anything to be done on the Lands or the adjacent lands of OPG which may, in the opinion of OPG, acting reasonably, be a nuisance, cause damage, endanger or interfere with or disrupt any works of OPG, or be considered dangerous or offensive by OPG, acting reasonably, OPG may require the Township to immediately remove, relocate or clear the offending work from the Lands or cease the activity which is interfering or disruptive or deemed dangerous or offensive by OPG forthwith, or at the option of OPG and at the Township's expense, OPG shall be entitled to forthwith remove, relocate or clear the offending work from the Lands without being liable for any damages caused thereby and the Township shall reimburse OPG for all expense to OPG in so doing or OPG may require the Township to immediately remove, relocate, clear or cease.

#### **4. REPORTS**

Upon receipt, the Township shall provide OPG with copies of all draft and final reports, findings, surveys, data, test results or other information resulting from the Work (collectively, the "**Reports**"), to the extent that the Reports, findings, data, test results or other information are related to the Licenced Lands. In the event any Report limits or restricts reliance on the findings, conclusions, information or results contained therein, the Township shall ensure such Report is addressed to OPG or will be accompanied with a reliance letter allowing OPG to rely on such Report to the same extent as it OPG had originally commissioned the authors of such report, using a form acceptable to OPG. OPG may rely upon any the Reports for its own purposes. Except for its advisors, agents and representatives, OPG shall not distribute the Reports without permission of the Township.

#### **5. EXPENSES**

All reasonable costs, expenses, liabilities and risk of any kind directly associated with the use of the Licenced Lands and completion of the Work will be borne by the Township. In particular and without limiting the generality of the foregoing, the Township will assume all costs, expenses, liabilities and risk to supply any required power to complete the said Work.

#### **6. REMOVAL OF PROPERTY AND RESTORATION OF THE SITE ON EXPIRATION OR TERMINATION OF LICENCE**

- (a) Upon the expiration or earlier termination of this Licence as provided herein, the Township shall, within seven (7) days of the date of expiration or earlier termination, restore the Licenced Lands to a similar condition that existed on the initial date of the term of this Licence, without limitation, removing from the Licenced Lands all equipment, vehicles and supplies of the Township or its Authorized Representatives, at such mutually agreeable time to both parties. If the Township does not meet the timelines herein, OPG shall have the right to remove same and restore the Licenced Lands to such similar condition (as per the above) and to recover from the Township all reasonable costs associated therewith.
- (b) The obligations of the Township under this Section 6 will survive the expiration or termination of this Licence.

#### **7. LICENCEE'S COVENANTS**

- (a) At all times throughout the term of this Licence, the Township shall use and maintain the Licenced Lands (and any of the improvements thereon) and perform the Work:
  - i. strictly in accordance with Applicable Laws, including the *Occupational Health and Safety Act* and Environmental Laws;
  - ii. in a reasonable and careful manner as a prudent owner would do; and
  - iii. in accordance with all rules, regulations and requirements, as may be prescribed from time to time by OPG or any authority with relevant jurisdiction.
- (b) The Township shall be solely responsible for obtaining and maintaining all consents, approvals, permits and authorizations necessary or related to the Work.
- (c) The Township will ensure that modular fencing around the Work Area is at all times secure and access to the Work Area is secured and only to be accessed by the Township and or its Authorized Representatives.
- (d) All vehicles must display proper identification. The Township will ensure that vehicles are parked in a safe manner and do not interfere with OPG, private and public traffic.

- (e) The Township acknowledges that OPG makes no representations about the Licenced Lands. The Township shall report to OPG any reports by itself or its consultants that suggests or gives rise to or may give rise to any breach of a law or standard or may result in any liability to OPG.
- (f) The Township will replace any trees that are removed that have a trunk diameter of more than 4 inches, with a tree similar in type and size as is
- (g) The Township covenants and agrees that:
  - i. All the Reports pertaining to the Work on the Licenced Lands and the information contained therein is strictly confidential and the Township represents and warrants that neither the Township nor its Authorized Representatives will release the Reports or any of the information contained therein to any other individual or corporation or to any federal, provincial or municipal agency or institution or any other government body, domestic or foreign, without the express written consent of OPG, and the Township shall refuse all requests for such Reports or information in the absence of OPG's express consent, unless compelled to do so by competent judicial or administrative authority or except as required by law. Without restricting the generality of the foregoing, the Township shall not disclose, deposit with the applicable Land Titles office or register on title to the Lands, any surveys of the Licenced Lands without the prior written consent of OPG;
  - ii. It shall not store on the Licenced Lands any solid, liquid or gas material that if Released could have an adverse effect on the natural environment, injure or damage property or plant or animal life or have an adverse effect on the health of any individual, and the Township shall ensure that such substances are not Released on, under or above the Licenced Lands. Notwithstanding the foregoing, the Township shall be permitted to store materials that are necessary for the Work on the Licenced Lands, provided always that prior to any such storage, the Township shall obtain and maintain throughout the term of this Licence all necessary governmental approvals, permits or authorizations required for such storage of materials and the Township shall ensure that such materials are stored in accordance with all Applicable Laws related thereto.

## **8. RESPONSIBILITY FOR EMPLOYEES, AGENTS, ETC.**

- (a) The Licenced Lands are being made available by OPG to the Township on an "as is, where is" basis and the Township shall assume all liabilities, arising in the future caused by accessing and using the Licenced Lands and the Work.
- (b) The Township will assume full responsibility for the acts and omissions of its Authorized Representatives and all other persons or entities permitted by the Township to enter the Licenced Lands. The Township will not permit such Authorized Representatives to enter the Licenced Lands for any purpose other than for the purposes of the Work.
- (c) The Township shall ensure that its Authorized Representatives will be trained and qualified to safely and competently conduct the Work. The Township agrees that with respect to any access to the Licenced Lands, it shall ensure that its staff, contractors, subcontractors and consultants, and any employees/workers of the foregoing who are provided access to Licenced Lands by the Township, shall comply at all times with all applicable laws, including, but not limited to, any Environmental Laws, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, and its regulations and any amendments thereto.
- (d) The Township agrees and acknowledges that it and its Authorized Representatives shall be responsible for all loss or damage to its and its Authorized Representatives' equipment, vehicles, tools and chattels brought onto the Licenced Lands, and acknowledges that they bring such equipment, vehicles, tools and chattels onto the Licenced Lands at their own risk. The Township shall ensure that all equipment, vehicles and supplies that are brought onto the Licenced Lands are kept in good working order. The Township shall ensure the safe and secure storage of all such equipment, vehicles and supplies at all times and shall remove all such equipment, vehicles and supplies at the end of each day.

## **9. RELEASE AND INDEMNITY**

- (a) In consideration of the rights and privileges granted herein, the Township shall assume all liability and obligation for any and all loss, damage or injury (including death), by reason of fire, accident or otherwise, to all persons or property, howsoever arising, as a result of or connected in any way with the use and occupation of the Licenced Lands, the performance of the Work or that would not have occurred but for the granting of the rights granted herein, save and except for any loss, damage or injury (including death) arising out of OPG's gross negligence or willful misconduct or for whom it is in law responsible. the Township does hereby release and forever discharge OPG, its subsidiary and affiliated corporations, predecessors, agents, successors, assigns and all persons acting on its and their behalf (together, the "**OPG Indemnitees**"), from all claims, actions, suits, demands or any proceedings which are attributable to or connected with, or arising from, or that would not have occurred but for the granting of this Licence, the Work, or the use and occupation of the Licenced Lands by the Township, whatsoever including any charges, expenses or costs associated therewith, and whether arising in law, equity, or otherwise and in further considerations of same. the Township hereby agrees to indemnify and save harmless the OPG Indemnitees from and against all such claims, actions, suits, demands or proceedings which are attributable to or connected with, or arising from, or that would not have occurred but for the granting of this Licence, the Work, or the use and occupation of the Licenced Lands by the Township whatsoever, including any expenses or costs associated therewith, and

whether arising in law, equity or otherwise, save and except for any loss damage or injury (including death) arising out of OPG's gross negligence or willful misconduct.

- (b) All personal property owned by or in the possession of the Township on the Licenced Lands shall be at the sole risk of the Township. OPG shall not be liable for any loss or damage thereto, however occurring. The Township releases and indemnifies the OPG Indemnitees from all claims and demands in respect of any such loss or damage.
- (c) With respect to Hazardous Substances which are on or under or about the Licenced Lands as of the initial date of the Access Period ("**Prior Hazardous Substances**") or any breach or violation of any Environmental Law respecting the Lands which existed prior to the initial date of the Access Period ("**Prior Environmental Law Breaches**"), the Township shall have no responsibility or obligation whatsoever to remediate the Licenced Lands in relation to Prior Hazardous Substances or to rectify Prior Environmental Breaches except to the extent that a liability or obligation to remediate Prior Hazardous Substances or to rectify Prior Environmental Law Breaches has resulted or arisen out of or would not otherwise have occurred but for the Township's activities on the Licenced Lands during the Access Period. The Township agrees that OPG is not obliged to provide the Township or any of its Authorized Representatives with a list of or any information relating to Hazardous Substances on, under, or about the Licenced Lands and that if such a list or information is required to be provided to any of the Township's Authorized Representatives, pursuant to statute or otherwise, this is the Township's obligation alone.
- (d) Without limiting the foregoing, if at any time OPG or the Township is required by any governmental authority pursuant to any Environmental Laws to take remedial action in respect of Hazardous Substances or any breach or violation of Environmental Laws respecting the Licenced Lands which would not have occurred but for the granting of this Licence or the Township's or its Authorized Representatives' use, occupation, activities or Work on the Licenced Lands, then the Township shall, at its cost, take all required remedial action in respect of the Hazardous Substances or breach or violation of Environmental Law, including any repairs or replacements to the Licenced Lands and the facilities and the removal, treatment, disposal, restoration and replacement of the soil or any other part of the Licenced Lands.
- (e) The obligations of the Township under this Section 9 will survive the expiration or termination of this Licence.

## **10. INSURANCE**

The Township shall purchase and maintain throughout the term of this Agreement, commercial general liability insurance which shall include coverage for personal injury (including death) and property damage, including loss of use thereof, all on a per occurrence basis, with respect to the use and occupation of the Licenced Lands, its employees, representatives and invitees permitted by the Township to use the Licenced Lands, with a limit for any one occurrence or claim of not less than ten million dollars (\$10,000,000), which amount may be increased if OPG, in its sole discretion, so requires. Such insurance shall (1) name OPG as an additional insured, (2) contain a severability of interests and cross-liability clause, (3) contain a waiver of any subrogation rights which the Township's insurers would have against OPG for any person for whom OPG is in law responsible, except any loss or damage caused by the gross negligence of OPG or any person for whom OPG is in law responsible and (4) specify that it is primary coverage and not contributory with or in excess of any insurance coverage maintained by OPG. The Township shall provide evidence of such insurance to OPG upon request.

## **11. TERMINATION**

- (a) In the event that the Township is in default of any of the terms and conditions of this Agreement, and without limiting the generality of the foregoing, such default may include a failure to comply with any request, instruction or order of OPG or any person acting on its own behalf, or a failure to comply with or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities relating to the Work or a failure to perform the Work in accordance with the terms and conditions herein, OPG can, upon delivery of written or verbal notice, and without prejudice to any other rights and remedies it may have, forthwith terminate this Agreement. In the event of such termination, OPG will have the right to remove any vehicles, equipment, machinery, supplies and other materials from the Licenced Lands and to restore the same to their original condition and to recover from the Township all costs associated therewith.
- (b) Notwithstanding the foregoing, if the Township is in default under the terms of this Agreement, it is entitled to five (5) business days written notice or such longer period of time as is necessary to cure the default, as long as the Township commences to cure the default within the five (5) business day period and thereafter duly cures it.
- (c) Either party may, provided such party is not in default under this Agreement, terminate this Agreement upon no less than ten (10) business days prior written notice.

## **12. SUSPENSION**

OPG will have the right, without invalidating this Licence, to suspend this Licence for such reasonable period of time as OPG may require for safety, security or emergency purposes, by giving the Township twenty four (24) hours notice in writing, where practicable. OPG will not be liable to the Township for any damages or loss occasioned thereby.

### 13. NO ASSIGNMENT

This Licence shall not be assignable by the Township without the express consent in writing of OPG, which consent may be unreasonably or arbitrarily withheld in the sole and absolute discretion of OPG. Notwithstanding the foregoing, access by Authorized Representatives shall not be considered an assignment for the purposes of this Licence.

### 14. NOTICE

- (a) Except as otherwise provided in this Agreement, every notice required or permitted under this Agreement must be in writing and may be delivered in person, by courier or by electronic mail to the applicable party as follows:

To OPGI at: Ontario Power Generation Inc.  
700 University Avenue, H18  
Toronto, ON M5G 1X6  
  
Telephone: 416-592-1743  
Email: ray.davies@opg.com  
Attention: Senior Manager Real Estate Services

To the Township at: Township of South Stormont  
2 Mille Roches Rd., P.O. Box 84  
Long Sault, ON, K0C 1P0  
  
Telephone: 613-534-8889 ext. 240  
Email: ross@southstormont.ca  
Attention: Ross Gellately, CET, Director of Public Works

or to any other address, or individual that a party designates by notice. Any notice under this Agreement, (a) if delivered personally or by courier will be deemed to have been given when actually received, or (b) if delivered by electronic mail before 3:00 p.m. on a business day, will be deemed to have been delivered on that same business day.

- (b) Unless otherwise specified notice of any accident, incident, spill, damage, injury, or emergency shall be given at the same time as notice is required by law to be given under any legal authority or forthwith if there is no specific notice requirement set by law. All such notice shall be properly given if done in person, by fax and/or by phone. In the case of notice being provided by the Township to OPG, in the event that OPG does not acknowledge receipt of notice by email or by phone, notice shall be properly given by the Township to OPG by calling the OPG Media Line at 416-592-4008.

### 15. SUCCESSORS AND ASSIGNS

This Licence shall enure to the benefit of and binds the parties hereto and their respective successors and permitted assigns.

### 16. GENERAL

- (a) The division of this Agreement into sections, and insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement. Words importing the singular include the plural and vice versa. The term “including” means “including without limitation”, and the terms “include”, “includes” and “included” have similar meanings.
- (b) This Agreement shall be governed by, and is to be construed in accordance with, the laws of Ontario and the federal laws of Canada applicable therein. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario in respect of any matter relating to this Agreement. If any term of this Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability will be deemed severable and will not affect any other term of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal. No term of this Agreement may be amended or waived except in writing. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.
- (c) This Agreement may be signed and delivered in any number of counterparts (including counterparts by electronic mail), each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument.

The parties hereto have duly executed this Agreement as of the year and date first above written.

**ONTARIO POWER GENERATION INC.**

**TOWNSHIP OF SOUTH STORMONT**

\_\_\_\_\_  
Name: Vicky Bennett

\_\_\_\_\_  
Name: Ross Gellately, CET

Title: Real Estate Associate

Title: Director of Public Works

*I have the authority to bind the Corporation*

*I have the authority to bind the Corporation*

**Schedule "A" – Lands**

PIN 60223 – 0153: BLK G PL 261; BLK A PL 294

&

PIN 60223 – 0150: BLK H PL 261; BLK A PL 294

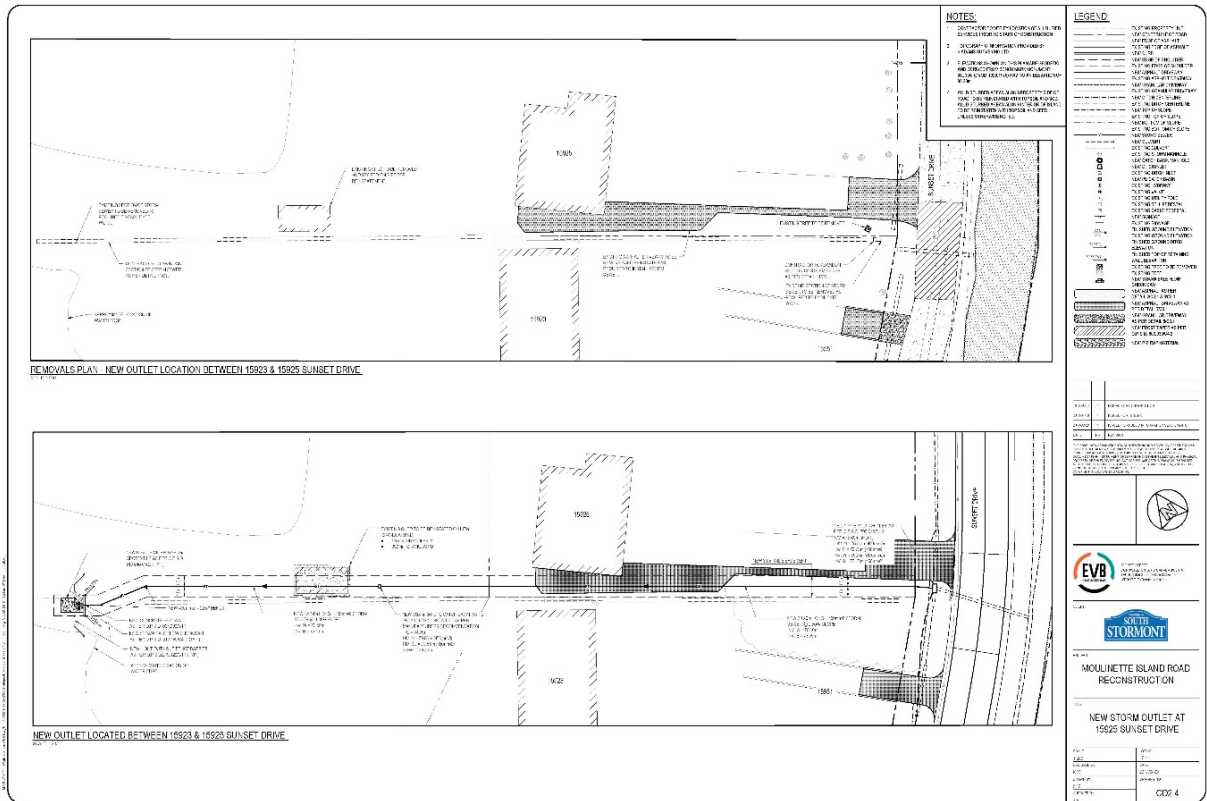




**Schedule "B" - Work**

**Outlet #3**

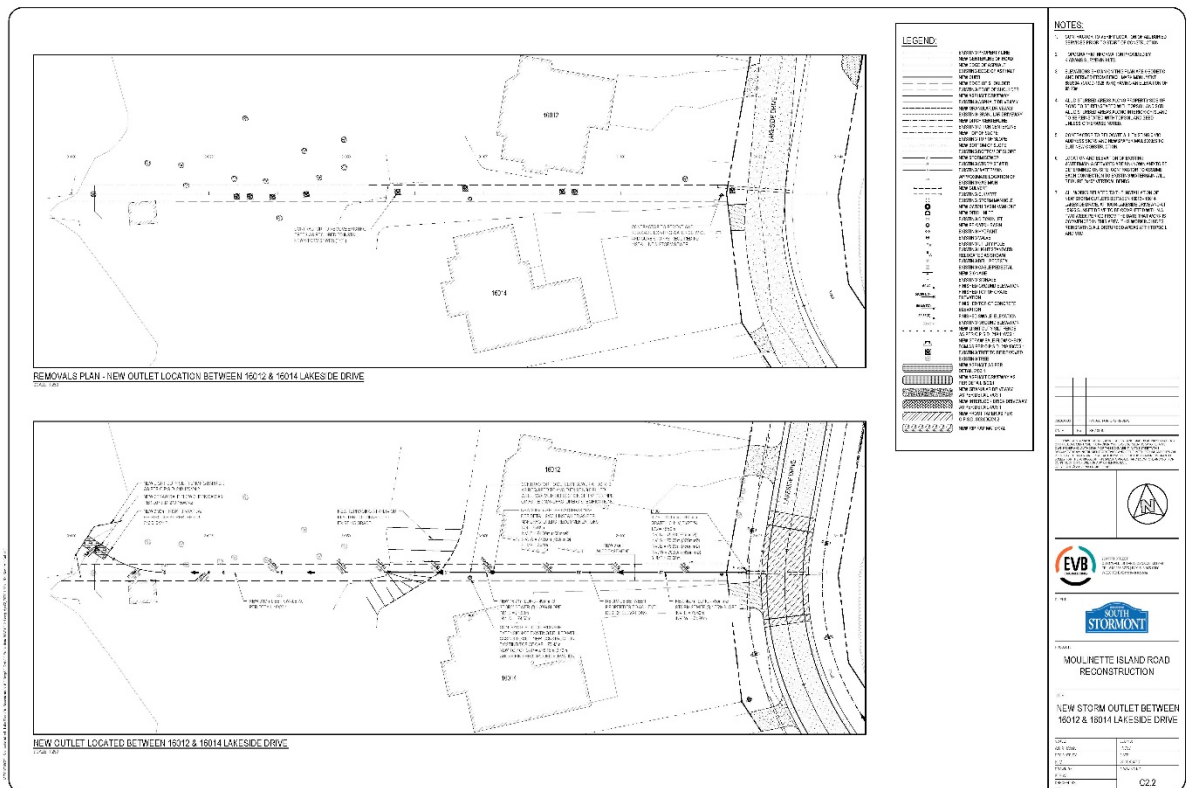
New 450mmØ storm sewer to be installed discharging into St. Lawrence River. Outlet to be complete with sediment and erosion control measures. All disturbed areas to be reinstated with topsoil and sod.



**Outlet #4**

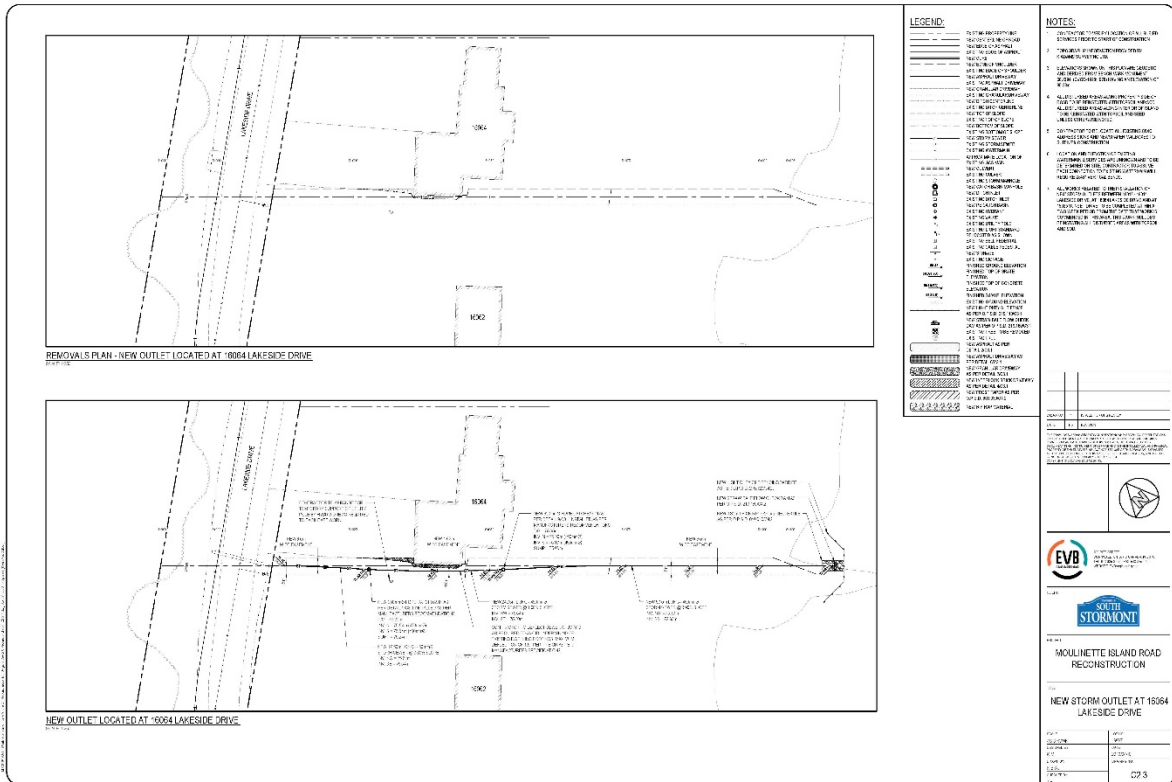
New 0.30m deep swale to be installed discharging into St. Lawrence River. Outlet to be complete with sediment and erosion control measures. All disturbed areas to be reinstated with topsoil and sod. All trees removed will be replaced as requested by OPG.

Note: Trees removed from OPG Lands with Trunk Diameter Greater than 4” to be replaced as close in proximity, but not to infringe on the Works. Replacement trees shall be the same species and with a trunk not less than 3” diameter.



**Outlet #7**

New 450mmØ storm sewer to be installed discharging into St. Lawrence River. Outlet to be complete with sediment and erosion control measures. All disturbed areas to be reinstated with topsoil and sod.



All Work noted above will completed in a manner to minimize disruption and access to the waterfront licensee's docks on the Lands. It is the Township's responsibility to manage restrictions as necessary to allow for safe installation of the new drainage easements.

Schedule "C": - Licenced Lands



**Note:**

**#1 and #2 Outlets completed in 2018 (green dashed line)**

**#3, #4 and #7 Outlets to be completed in 2020 (red dashed line)**