



Via email: ndwyer@carletonplace.ca

March 6, 2024

Niki Dwyer
Development Services – Planning Department
Town of Carleton Place
175 Bridge St
Carleton Place, Ontario
K7C 2V8

Dear Mrs. Dwyer:

Re: Memorandum of Understanding

In response to your request for a Memorandum of Understanding relating to the design and construction of services affecting development projects known as Coleman Central Phase 2, 355 Franktown Rd and Carleton Lifestyles, please see below.

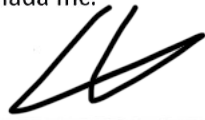
This Memorandum of Understanding (MOU) is entered into on Wednesday, March 6, by and between:



Pierre Dufresne
Cavanagh Communities



Carmine Zayoun
11309455 Canada Inc.



Dr. Neel Chadha
Carleton Lifestyles

referred to collectively as “the Parties”.

Whereas this MOU sets forth the understanding that the Parties wish to enter into an agreement to memorialize the terms and conditions of their anticipated endeavour to work collectively in designing and construction water, wastewater and storm sewer services between their three properties.

Background

1. The development of the Carleton Lifestyles campus and the Heafey Group residential development will rely on a combination of municipal and private servicing, connecting to and through the proposed Coleman Central Subdivision Phase 2.
2. The affected parties are conducting ongoing communication and coordination efforts relating to the design and construction of the necessary servicing.
3. All parties have retained Egis (engineering consultant) to prepare the required designs and obtain approvals from the relevant authorities, including but not limited to Mississippi Valley Conservation Authority, Town of Carleton Place, County of Lanark and Ministry of the Environment, Conservation and Parks.
4. It is expected that a private cost sharing agreement will be entered into amongst the Parties for all construction related costs.

Purpose and Scope

The Parties would like for this MOU to offer some degree of foundation and structure for any future binding agreement ("Final Agreement") related to the cost sharing agreement for construction of the servicing. This MOU merely memorializes the understanding between the Parties in relation to the anticipated agreement and cannot be considered as an obligation.

Objectives

Under this MOU, the Parties agree to the following:

1. The Parties agree to work together towards meeting the purpose of the MOU.
2. The MOU does not limit either party from engaging with other institutions or organizations, whether competing or not.
3. The Parties agree to put their best efforts towards participating in all the planning, negotiations, and discussions surrounding the installation of services.
4. The MOU shall not create any responsibilities, benefits, or rights by or between the Parties.
5. The MOU does not, in any manner, obligate the Parties to supply funds, design or construct.

Design

The Parties have retained Egis to coordinate and prepare the necessary designs. This MOU is to certify that the Parties are working collaboratively, through Egis, to ensure the designs are completed to the satisfaction of the relevant approval authorities, to the mutual benefit of the Parties.



Graham Lancaster, P. Eng.
Egis



Brent Cuming, P. Eng.
Egis

Term

This MOU shall commence immediately. It shall expire within 24 months, unless extended by written notification.

Closure

Should you have any questions regarding this MOU, please do not hesitate to contact the undersigned.

Regards,



Adam O'Connor, P. Eng.
613.229.4744
adam@keeperco.ca