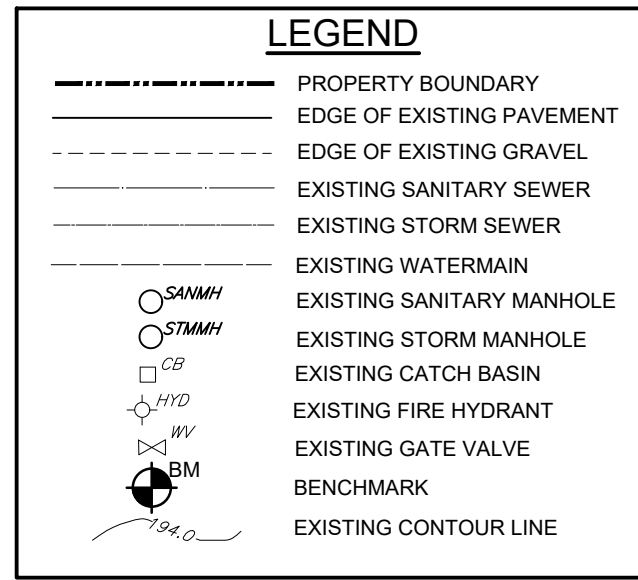
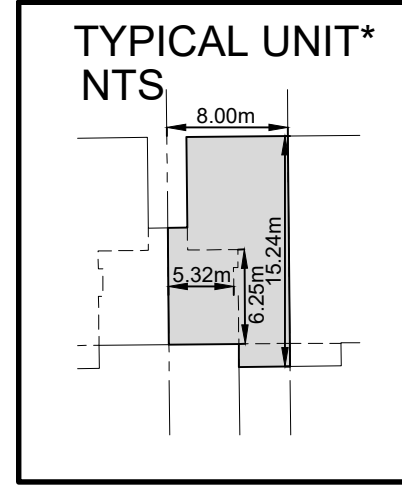
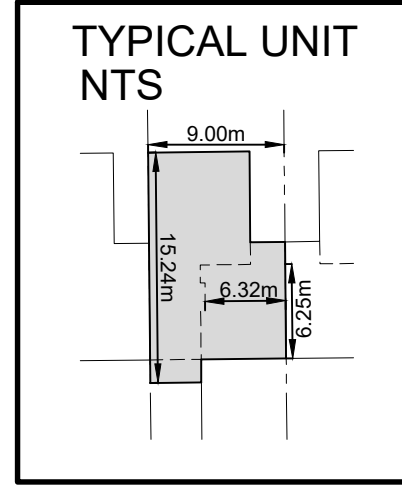


Pretty River – Block 181 – Table Of Contents

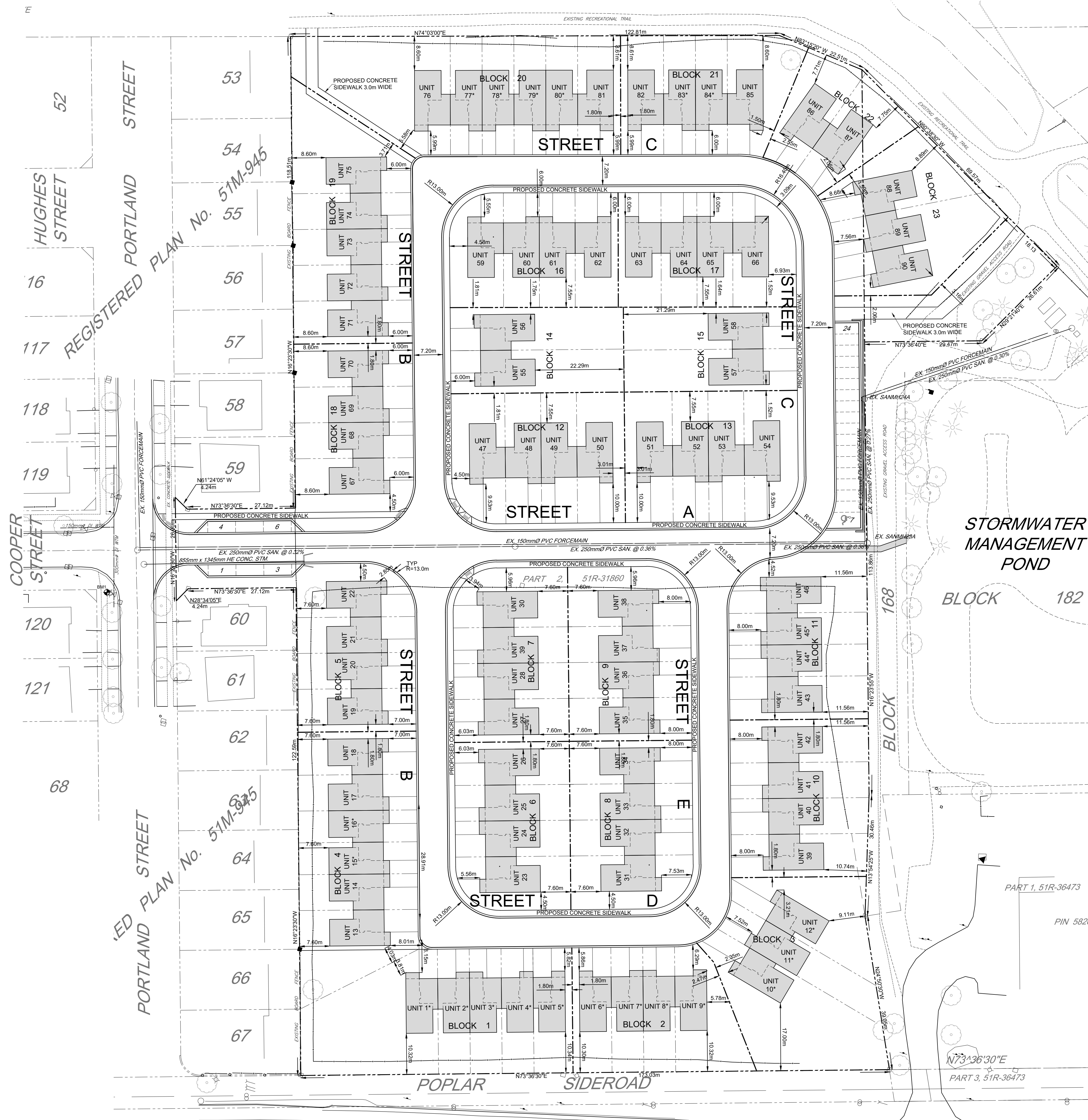
<u>File</u>		<u>Description</u>
A		Site Plan
B		Huron (Town) Model – Elevation and Floorplan
C		Superior (Town) Model – Elevation and Floorplan
D		Sited Models on Site Plan
E		Thompson (Semi) Model - Elevation
F		Thompson (Semi) Model - Floorplan
G		Stewart (Semi) Model - Elevation
H		Stewart (Semi) Model - Floorplan
I		Harris (Semi) Model - Elevation
J		Harris (Semi) Model - Floorplan
K		Springfeild (Semi) Model - Elevation
L		Springfeild (Semi) Model - Floorplan
M		Photo of color pallete display wall
N		Document of exterior materials
O		Features List
P		Satellite Image and outline of Property
Q-		Photos of exterior elevations and streetscape Lockhaven
R-1,2,3		Photos of existing screen fence along Portland
S		Energy Star registration
T		Energuide Registrations

H:\Sunvale Homes\00703 Pretty River Townhouses\Drawings\Submissions\2022-05-02 Second Submission\00703 Base Nov 8-21.dwg May 02, 2022 - 5:07pm



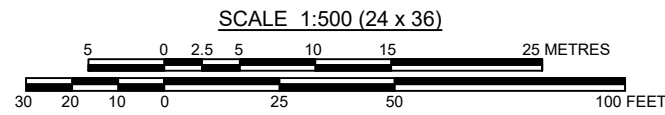
SITE STATISTICS	
PARCEL 1	
AREA = 3.961 ha	
NUMBER OF UNITS = 90	
DENSITY = 22.7 UNITS PER HECTARE	

PROPOSED TOWNHOUSE DEVELOPMENT STATISTICS		
PROPOSED USE: RESIDENTIAL TOWNHOUSE DWELLING		
ZONE: R3-60		
REGULATION	REQUIRED	PROVIDED
MIN. FRONT YARD	6.0 m	7.6 m
MIN. EXTERIOR SIDE YARD	6.0 m	10.16 m
MIN. INTERIOR SIDE YARD	6.0 m	7.75 m
MIN. REAR YARD	7.5 m	7.71 m
MAX. LOT COVERAGE	40%	24.8%
MIN. LANDSCAPED OPEN SPACE	35%	47.0%
EXCEPTION 60-	MINIMUM YARD ABUTTING THE REAR LOT LINE OF A RESIDENTIAL SECOND DENSITY NINE (R2-9) ZONE: 7.5m	7.6 m
	MINIMUM YARD FOR ANY BUILDING OR STRUCTURE ABUTTING A STREET UNDER THE JURISDICTION OF SIMCOE COUNTY: 10m	10.16 m



CAUTION:
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

Notes
1. PROPERTY BOUNDARY DERIVED FROM PLAN OF SURVEY BY ZUBEK, EMO, PATTEN AND THOMSEN LTD.



Benchmark Information	
BM1	TOP NUT OF FIRE HYDRANT LOCATED ON THE SOUTH-WESTERLY CORNER OF THE INTERSECTION OF COOPER STREET AND PORTLAND STREET. ELEVATION 195.24m

No.	DATE	DESCRIPTION	BY	APPD
1	MAY 2/22	SECOND SUBMISSION	TLB	SJC
0	NOV 08/21	FOR PRE-CONSULTATION	TLB	SJC
REVISION / ISSUE				

Seal not valid unless signed and dated

517 10th Street, Hanover, Ontario N4N 1R4
Telephone: (519) 506-5959
www.cobideeng.com

**PROPOSED TOWNHOUSE DEVELOPMENT
PRETTY RIVER ESTATES
TOWN OF COLLINGWOOD
SITE PLAN**

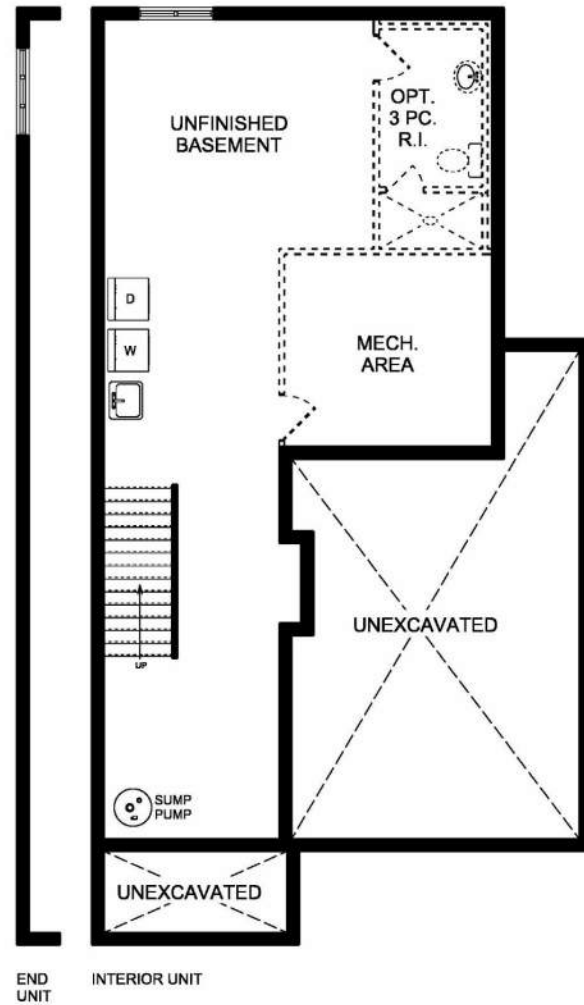
Client: **SUNVALE HOMES LTD.**

Design: TLB	Scale: 1:500
Drawn: JAF	Approved:
Checked: SJC	
Date: JUN 2021	Design Engineer

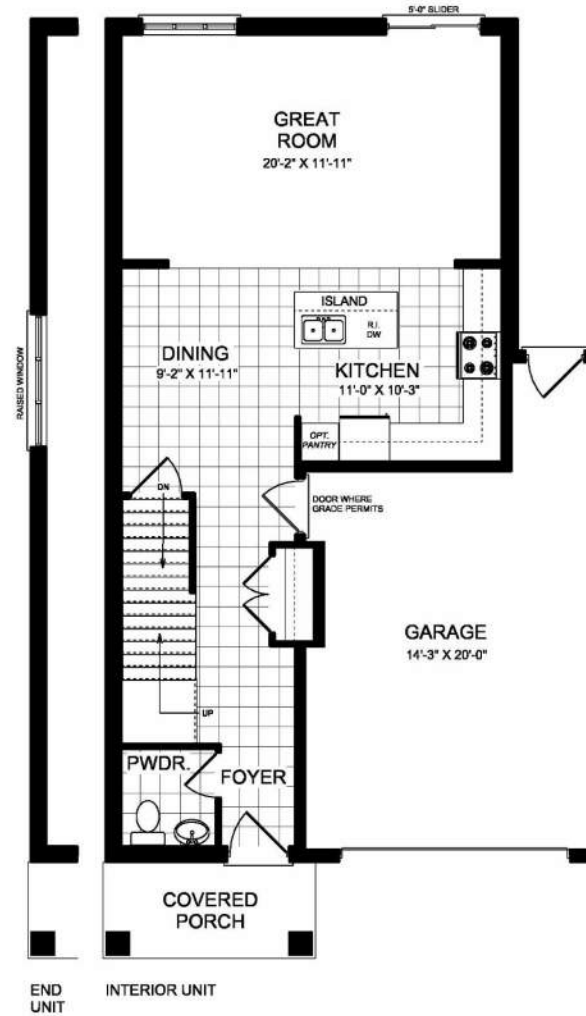
DRAWING No. 00703-SP1

The Huron





BASEMENT PLAN



MAIN FLOOR



STANDARD SECOND FLOOR



Rendering is artist's concept of the completed building and is subject to change. Illustration may show optional features which may not be included in the base price. Landscape areas and plantings are concepts only and may vary from finished landscape. See sales representatives for more information. E. & O. E.

**THE
SUPERIOR** | **1550 sq.ft.**  3  2.5

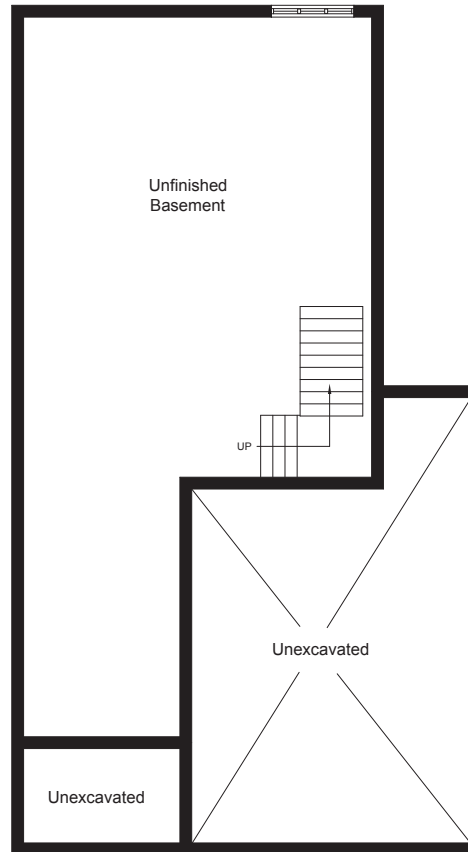
SUNVALE
HOMES

THE
SUPERIOR

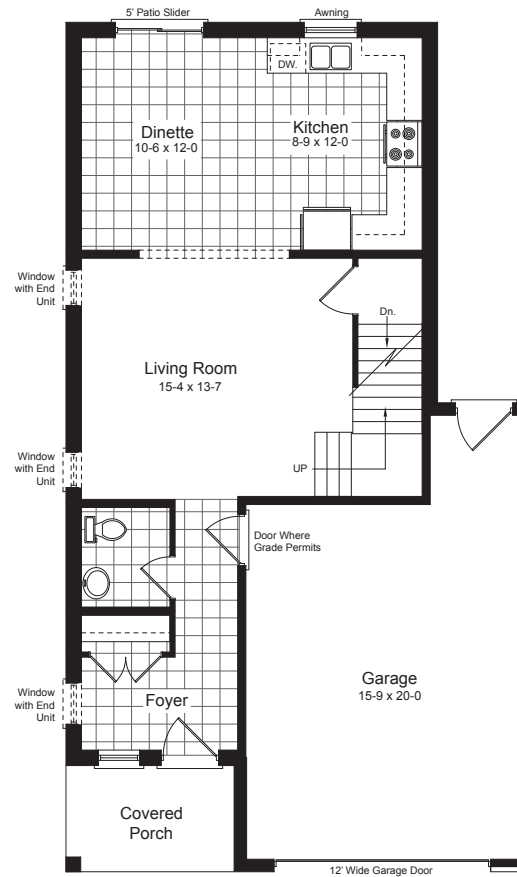
1550 sq.ft.

3 2.5

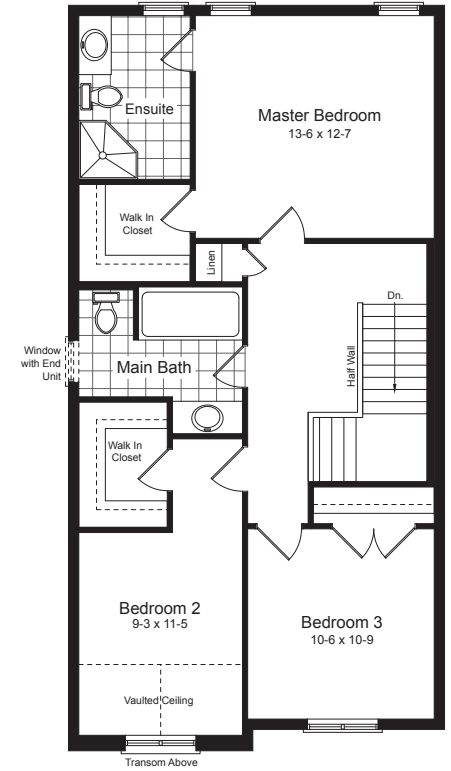
SUNVALE
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Basement



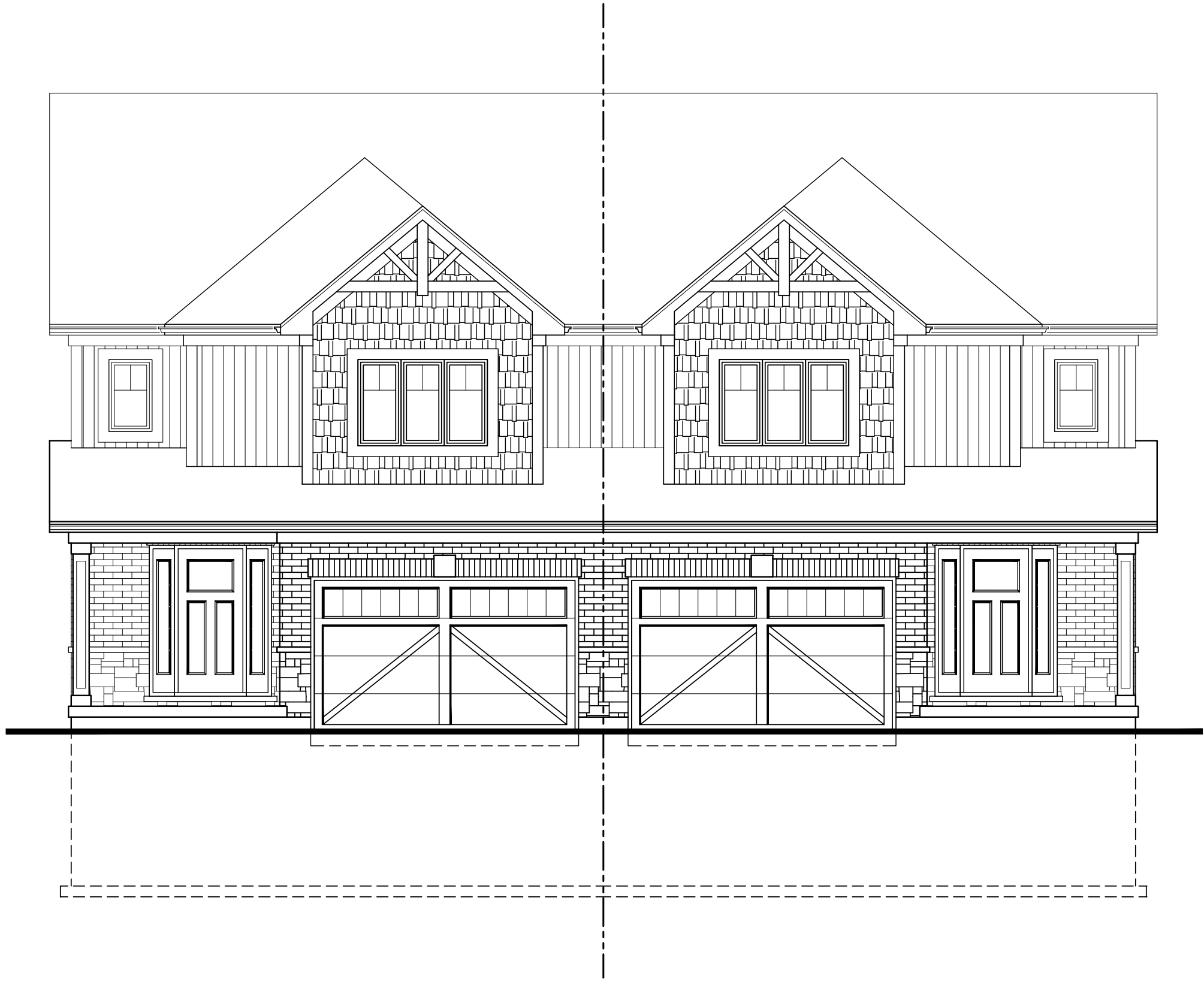
Main Floor



Second Floor

Plans and specifications are subject to change without notice. Actual usable floor space may vary from stated floor area. Illustrations are artists concept only and may show optional features not included in base price. See sales representative for further information. E. & O. E.





SHEET No:
A1

PROJECT: **THE THOMPSON II
LOTS ...
DURHAM, ONTARIO**

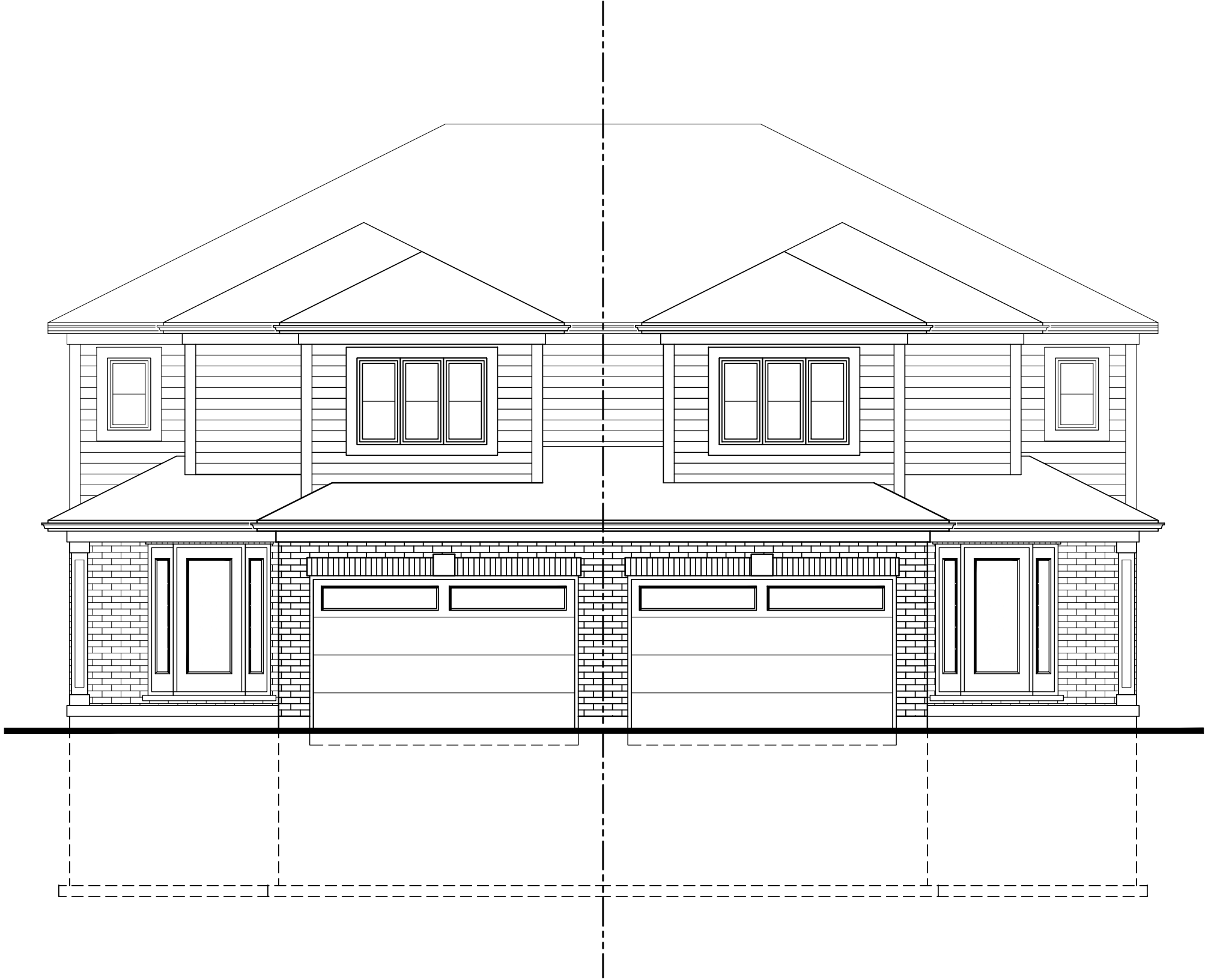
TITLE: **FRONT ELEVATION**

STATUS:	BUILDING PERMIT
PLOTTED:	APR. 15/2020
SCALE:	3/16"=1'-0"
DRWN BY:	KAK
DATE:	APR. 15/2020
LAST REV:	



685 RIDDELL ROAD, UNIT 106
ORANGEVILLE, ONTARIO L9W 4Z5
PHONE: 519.341.6443
FAX: 905.488.4607
www.sunvallehomes.com

DRAWN BY: KAREN KOVATS
BCIN: 28501



SHEET No:
A1

PROJECT: **THE THOMPSON II**
LOTS ...
DURHAM, ONTARIO

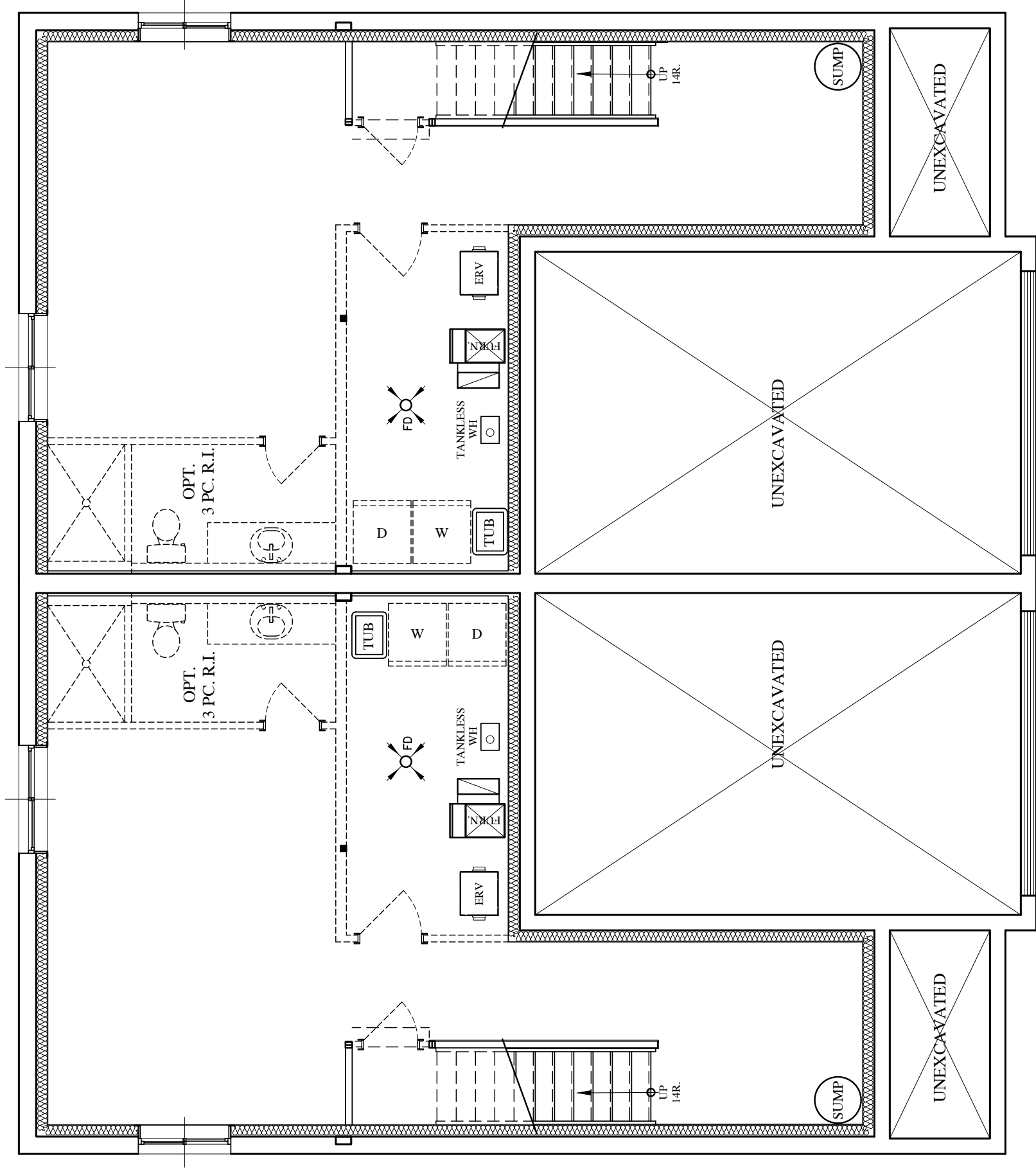
TITLE: **FRONT ELEVATION**

STATUS: BUILDING PERMIT
PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
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DATE: APR. 15/2020
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PROJECT: THE THOMPSON II
LOTS ...
DURHAM, ONTARIO

STATUS: BUILDING PERMIT
PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 15/2020
LAST REV:

TITLE: BASEMENT PLAN

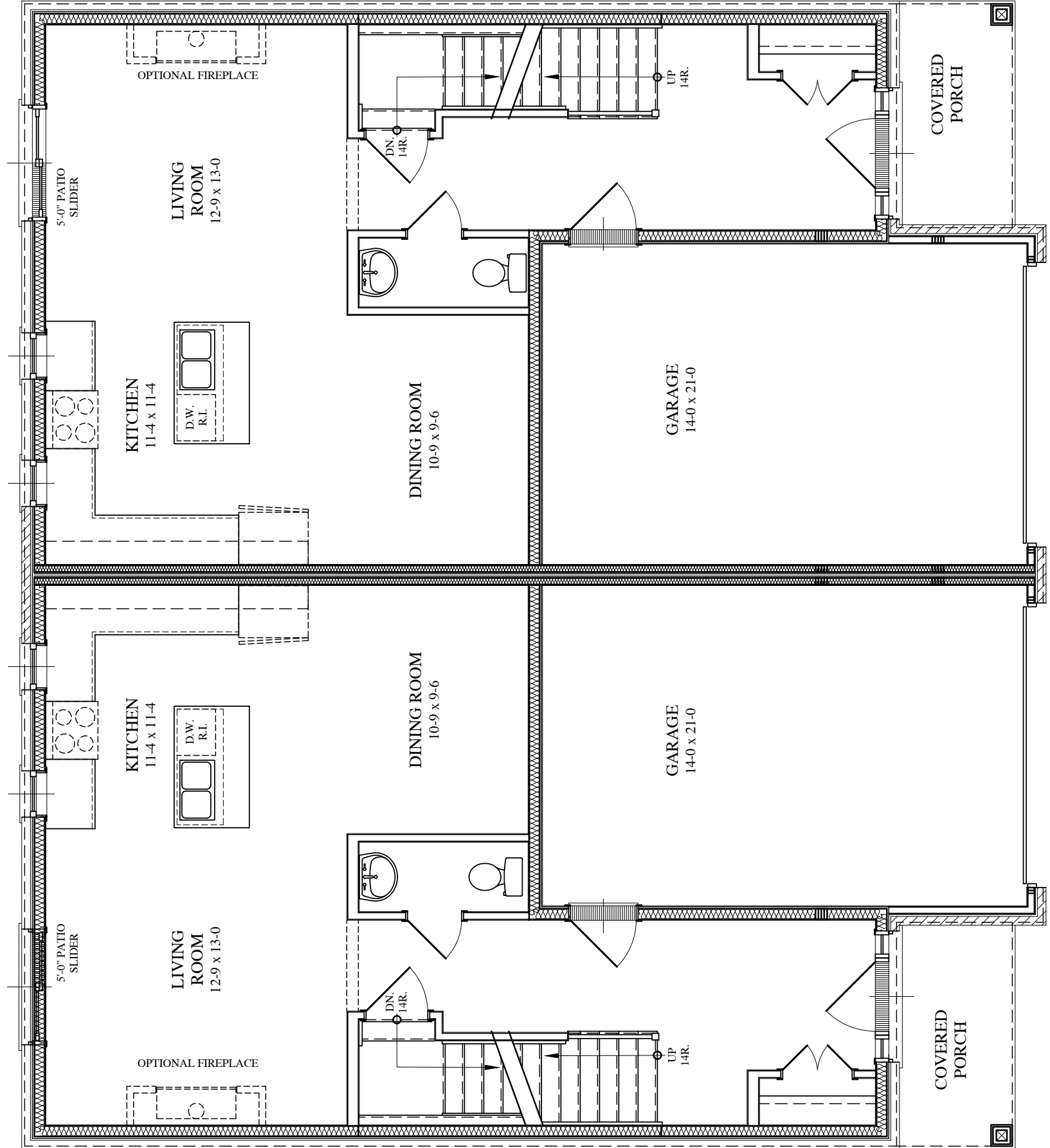
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A3

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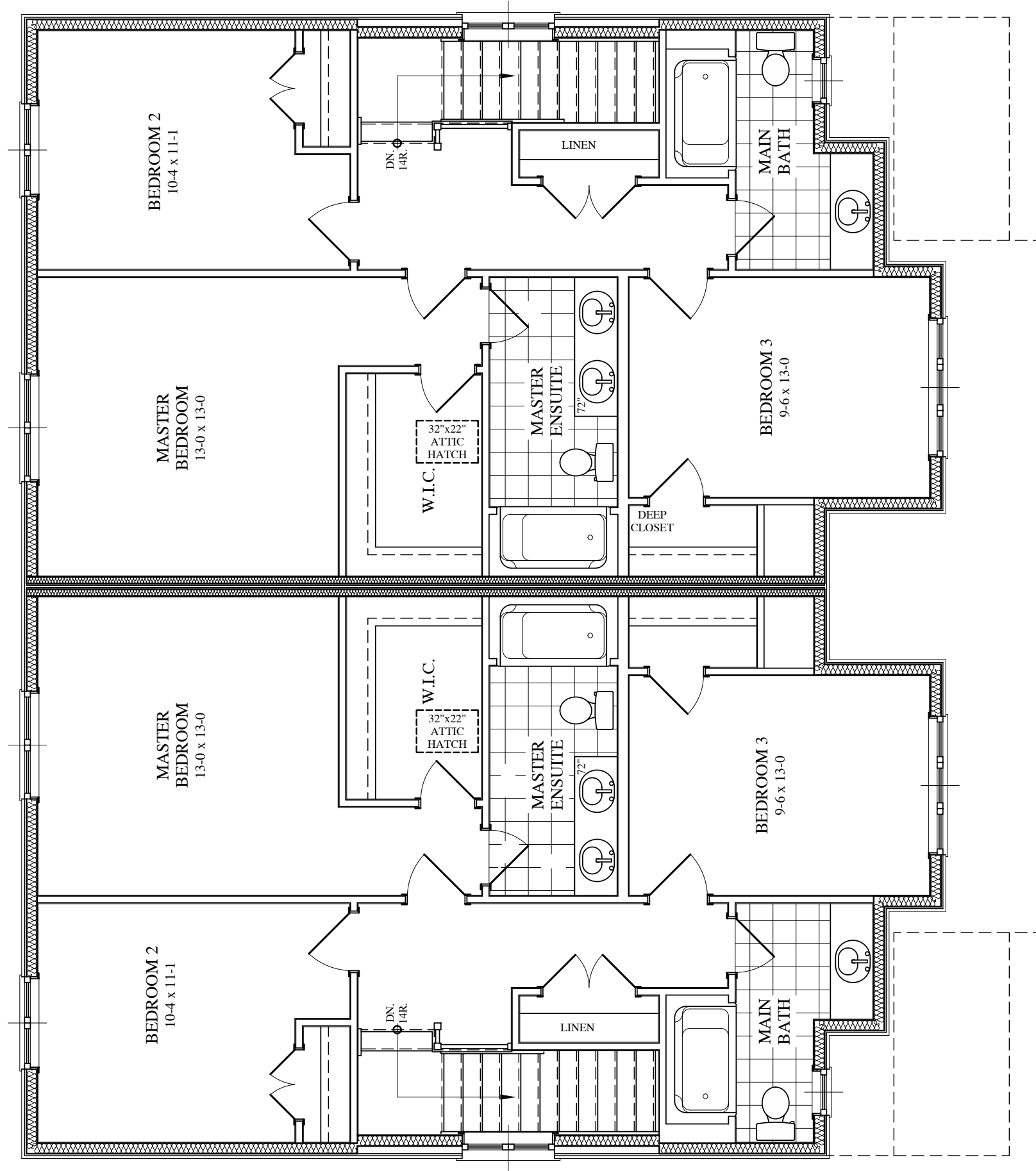
SHEET No:
A4

PROJECT:
**THE THOMPSON II
LOTS ...
DURHAM, ONTARIO**

STATUS: BUILDING PERMIT
PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 15/2020
LAST REV:

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BCIN: 28501



STATUS:	BUILDING PERMIT
PLOTTED:	APR. 15/2020
SCALE:	3/16"=1'-0"
DRWN BY:	KAK
DATE:	APR. 15/2020
LAST REV:	

PROJECT: THE THOMPSON II
LOTS ...
DURHAM, ONTARIO

TITLE: SECOND FLOOR PLAN

SHEET No:
A5



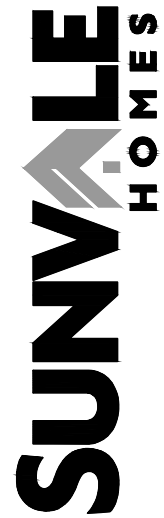


SHEET No:
A1

PROJECT:
**THE STEWART II
LOTS ...
DURHAM, ONTARIO**

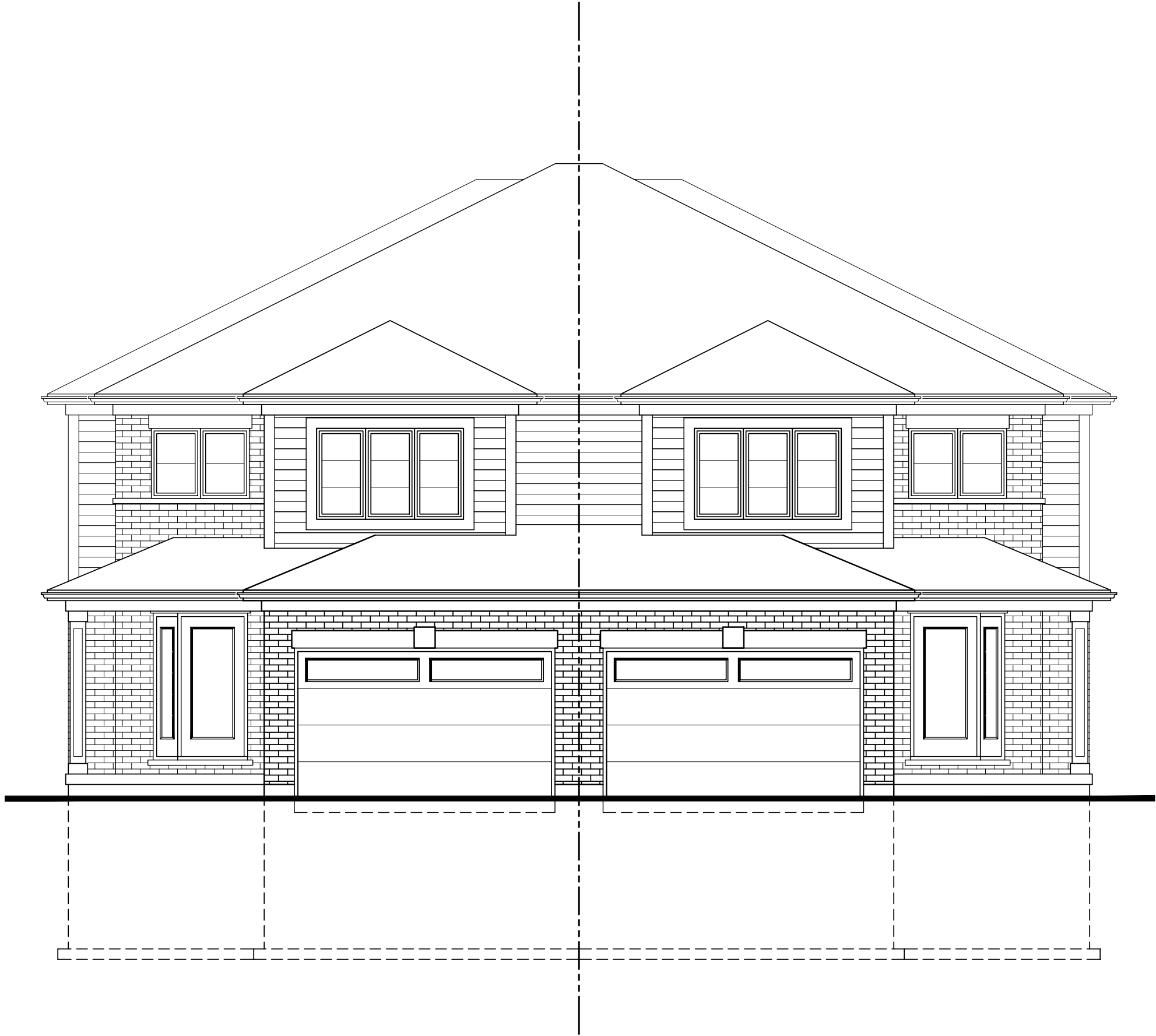
TITLE: **FRONT ELEVATION**

STATUS:	BUILDING PERMIT
PLOTTED:	APR. 19/2021
SCALE:	3/16"=1'-0"
DRWN BY:	KAK
DATE:	APR. 19/2021
LAST REV:	



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BCIN: 28501



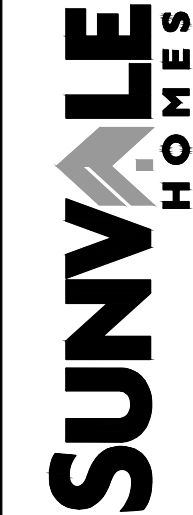
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LOTS ...
DURHAM, ONTARIO**

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PLOTTED: APR. 19/2021
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 19/2021
LAST REV:

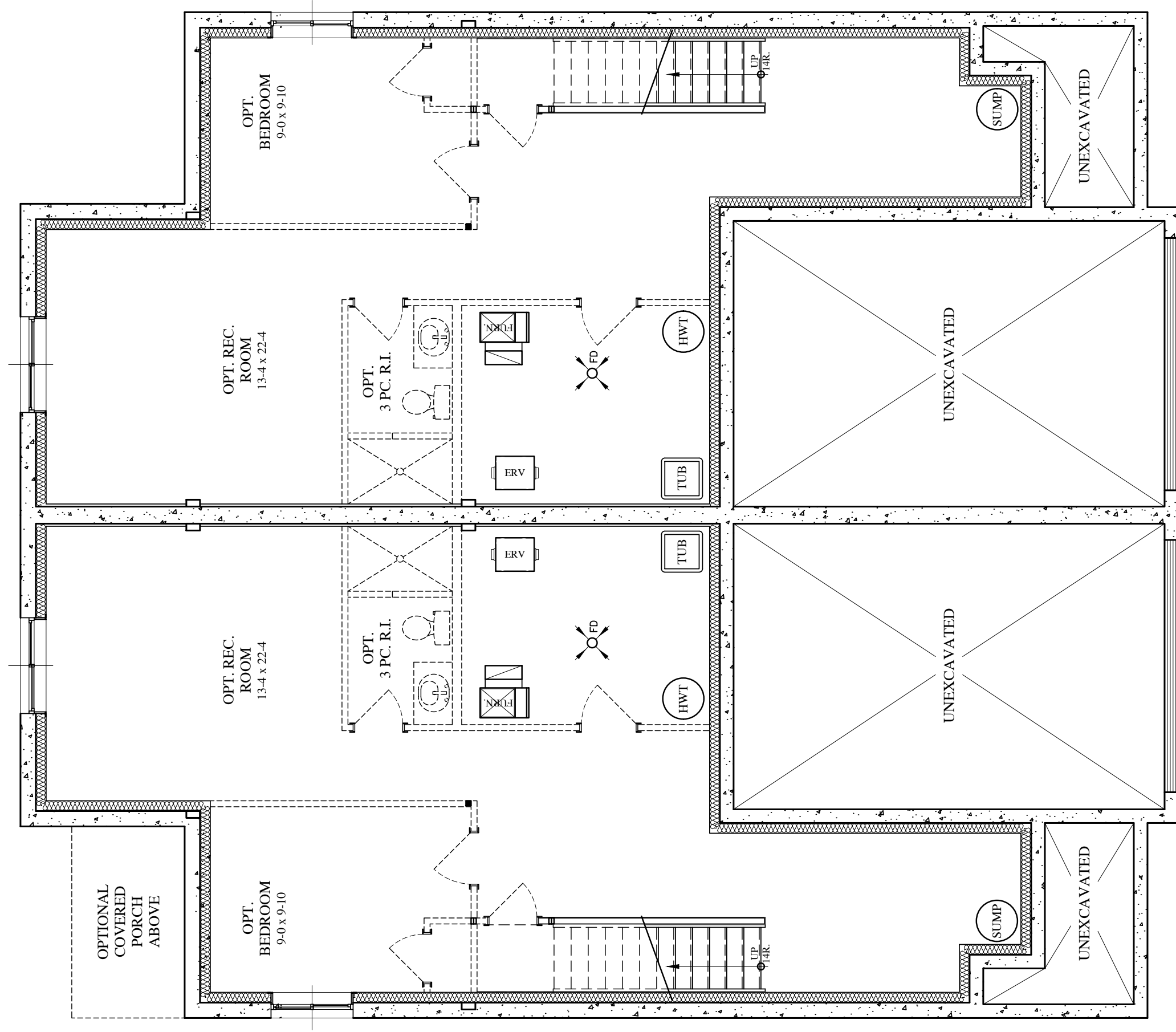
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SHEET No:

A1



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BCIN: 28501



SHEET No:

A3

PROJECT: THE STEWART II
LOTS ...
DURHAM, ONTARIO

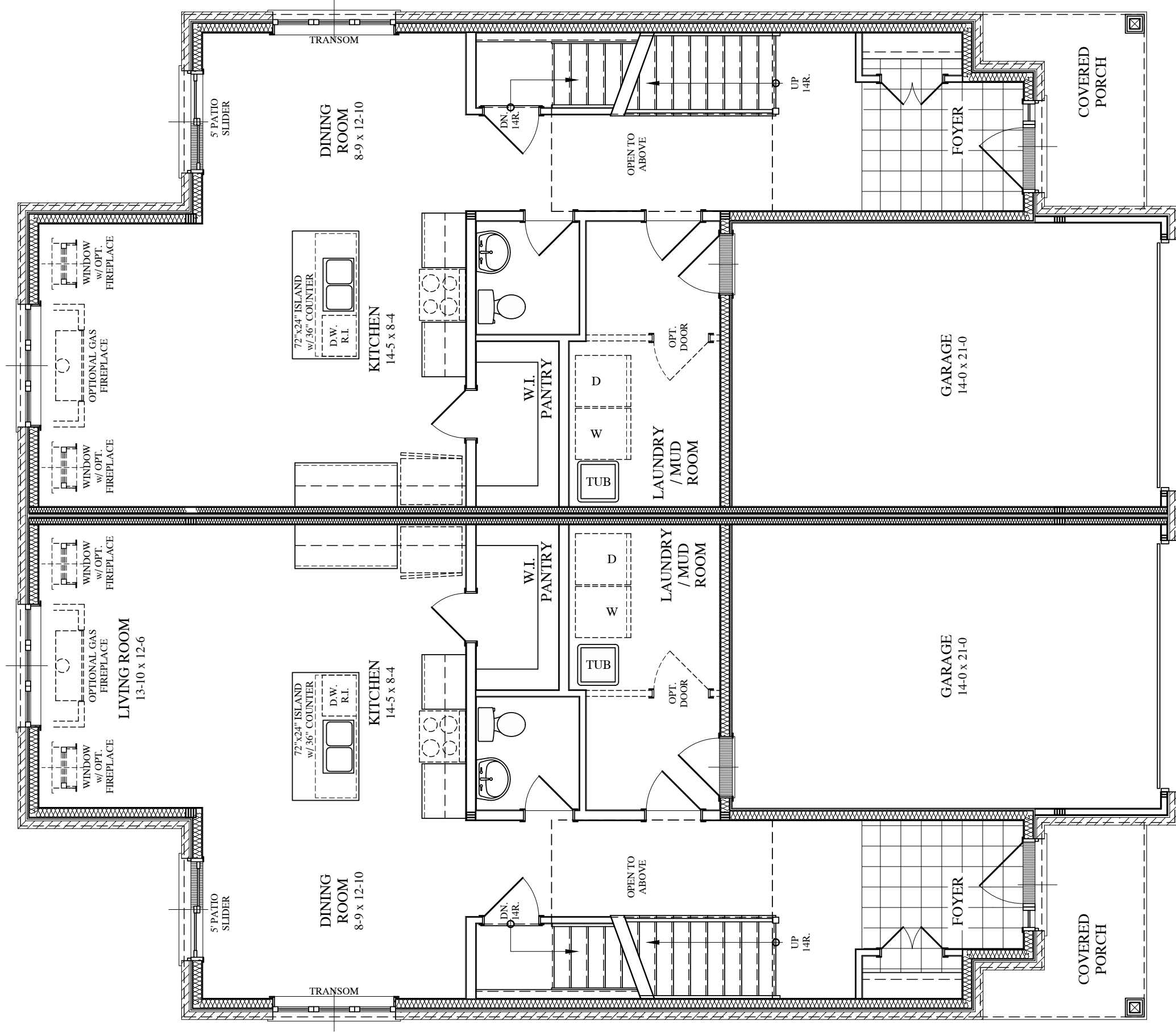
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PLOTTED: APR. 19/2021
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 19/2021
LAST REV:

TITLE: BASEMENT PLAN

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SHEET No:

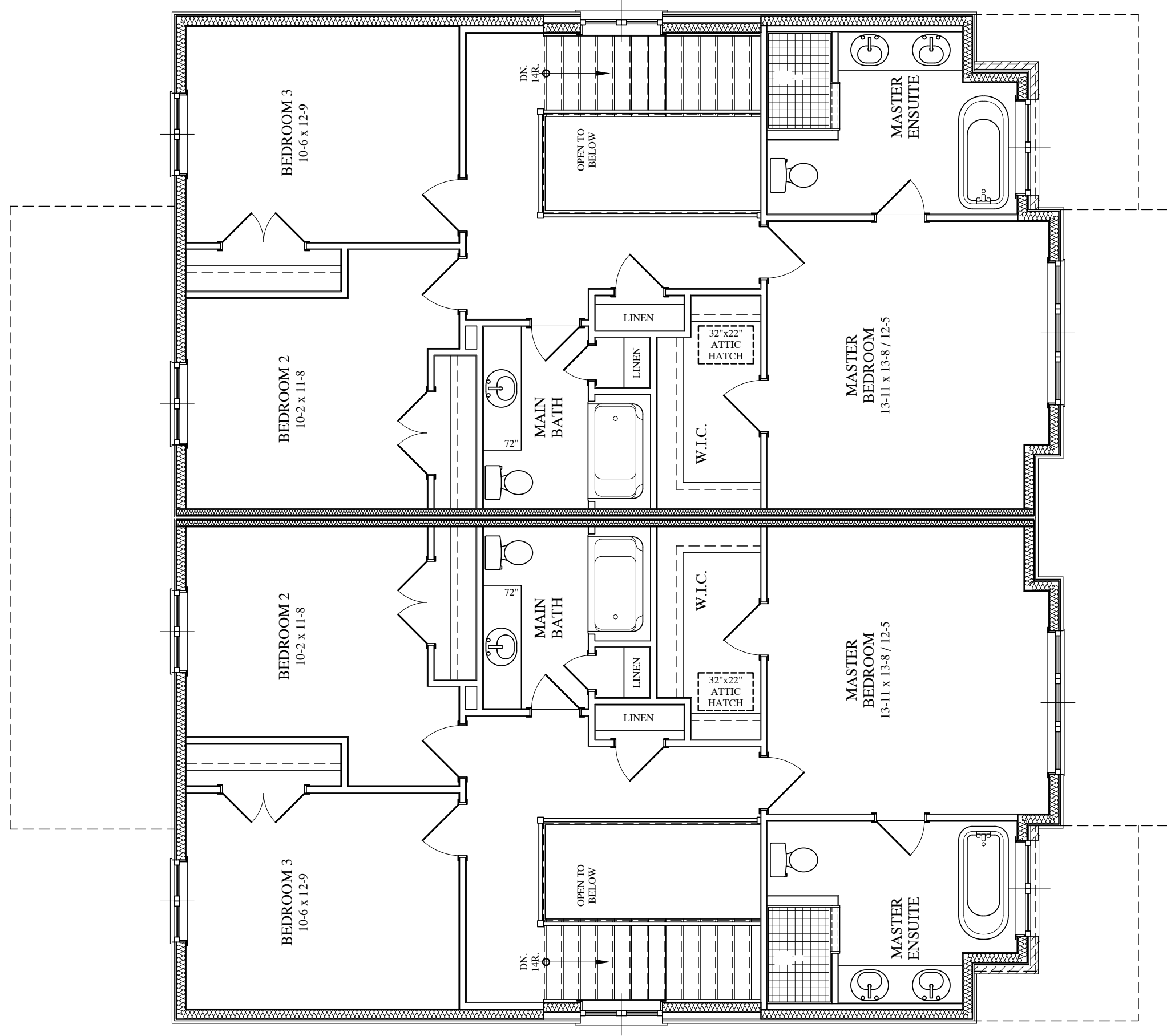
A4

PROJECT: THE STEWART II
LOTS ...
DURHAM, ONTARIO
TITLE: MAIN FLOOR PLAN

STATUS: BUILDING PERMIT
PLOTTED: APR. 19/2021
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 19/2021
LAST REV:

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BCIN: 28501



PROJECT: **THE STEWART II**
LOTS ...
DURHAM, ONTARIO

STATUS: BUILDING PERMIT
PLOTTED: APR. 19/2021
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 19/2021
LAST REV:

TITLE: **SECOND FLOOR PLAN**

SHEET No:
A5

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BCIN: 28501





PROJECT: **THE HARRIS II
LOTS ...
DURHAM, ONTARIO**

TITLE: **FRONT ELEVATION**

SHEET No:

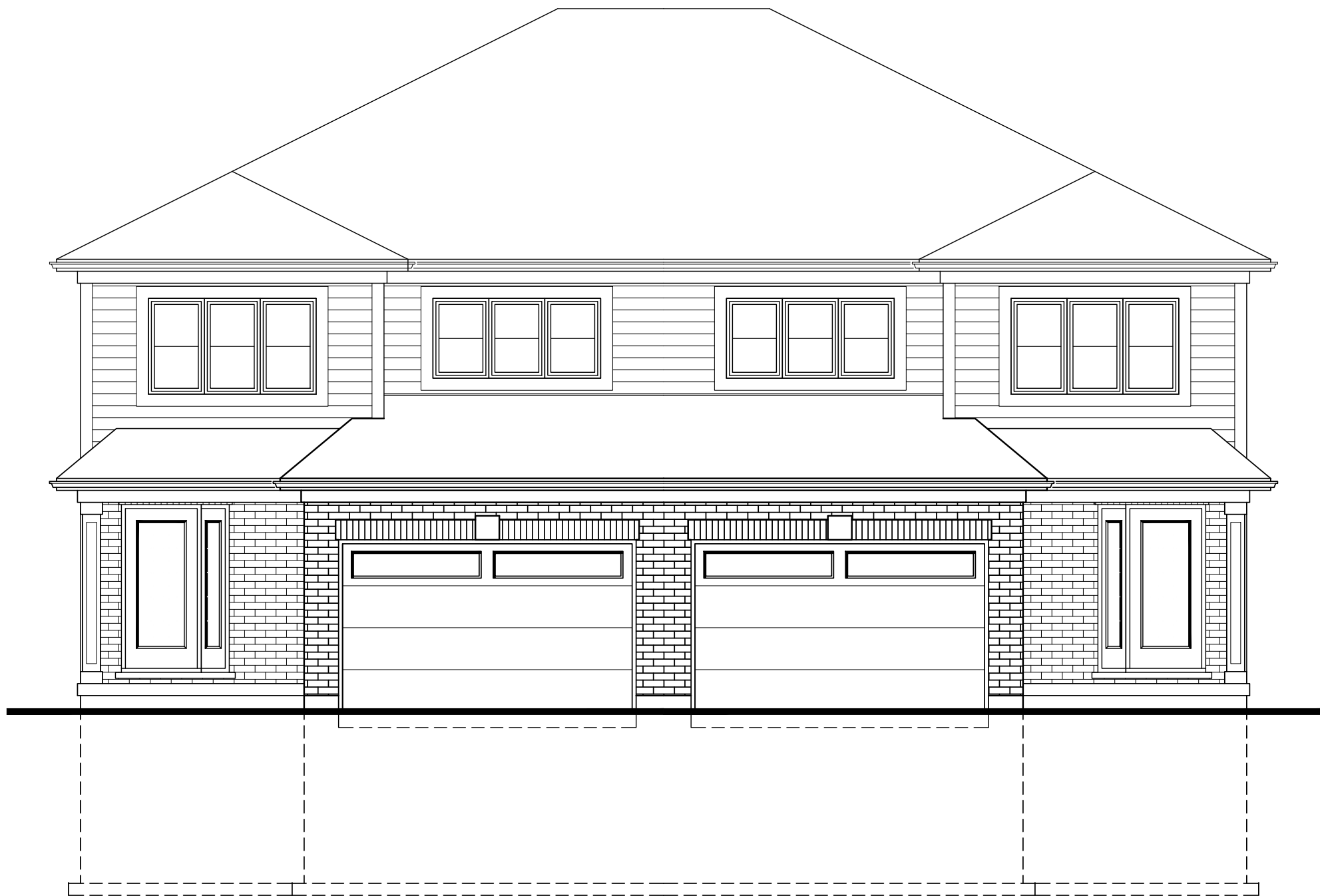
A1

STATUS: BUILDING PERMIT
PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 15/2020
LAST REV:

SUNVALE
HOMES

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BCIN: 28501



SHEET No:

A1

PROJECT:

THE HARRIS II
LOTS ...
DURHAM, ONTARIO

STATUS: BUILDING PERMIT

PLOTTED: APR. 15/2020

SCALE: 3/16"=1'-0"

DRWN BY: KAK

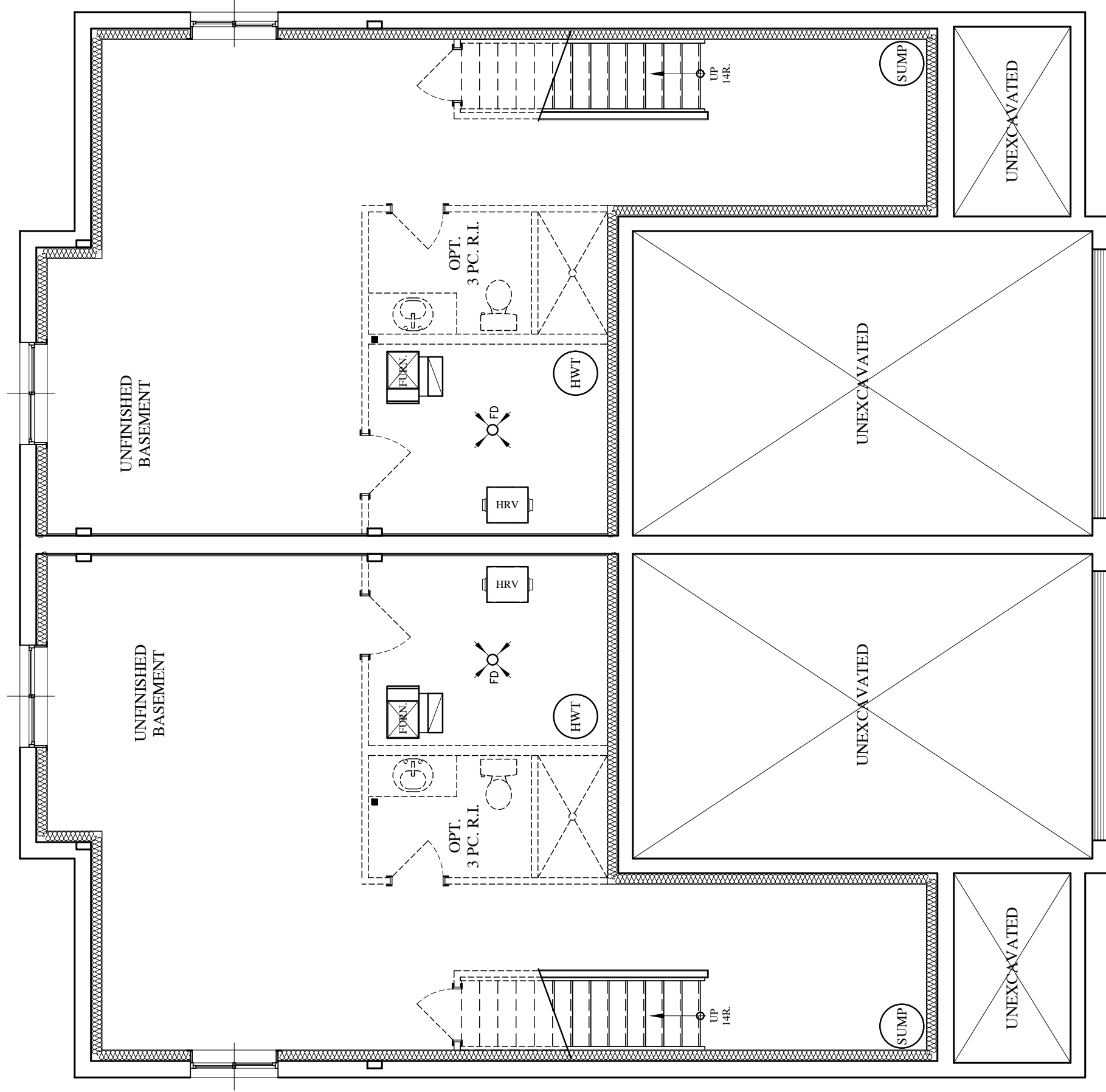
DATE: APR. 15/2020

LAST REV:

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BCIN: 28501



PROJECT:

THE HARRIS II
LOTS ...
DURHAM, ONTARIO

SHEET No:

A3

STATUS: BUILDING PERMIT

PLOTTED: APR. 15/2020

SCALE: 3/16"=1'-0"

DRWN BY: KAK

DATE: APR. 15/2020

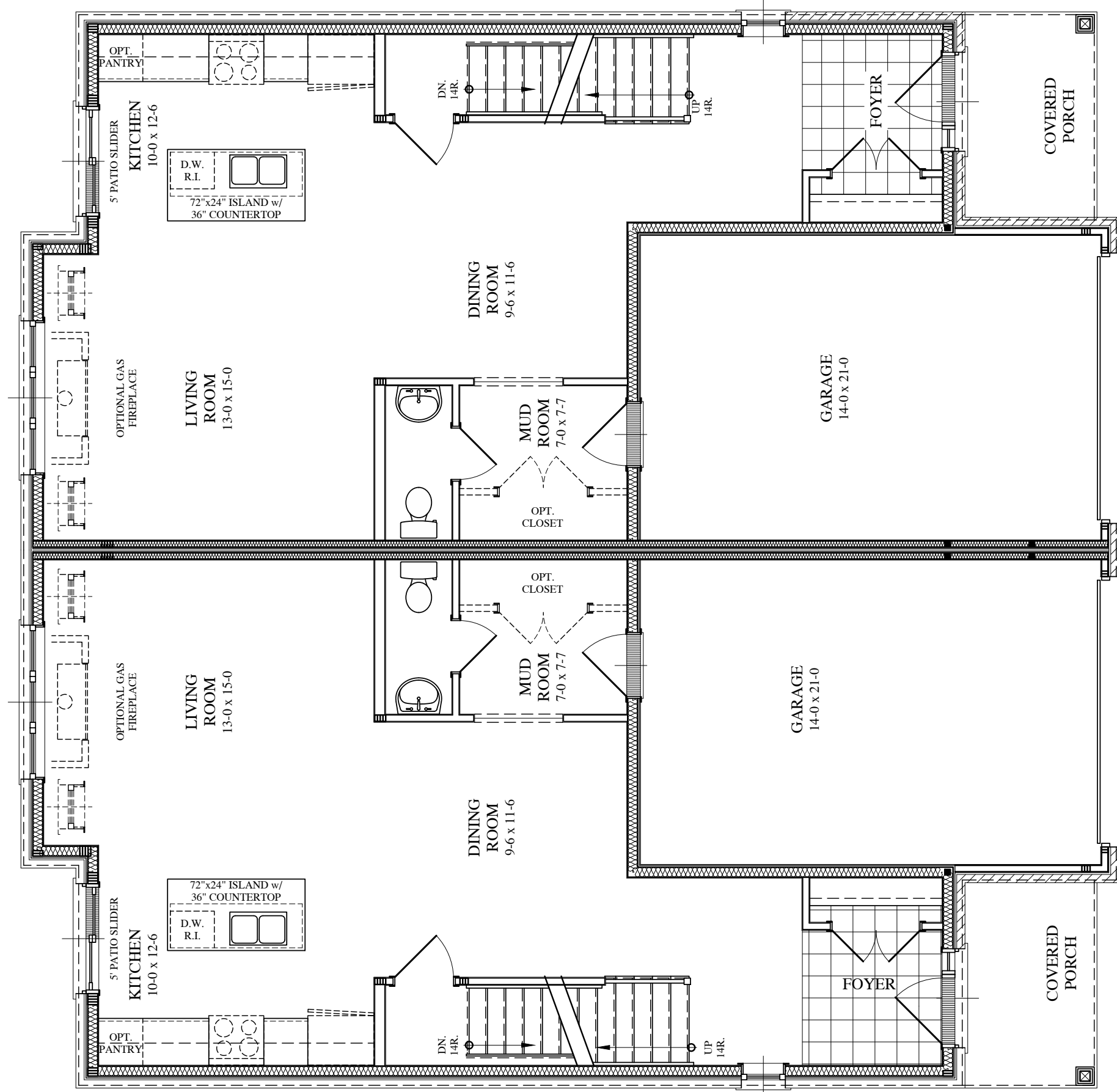
LAST REV:

TITLE: BASEMENT PLAN

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SHEET No:

A4

PROJECT:
THE HARRIS II
LOTS ...
DURHAM, ONTARIO

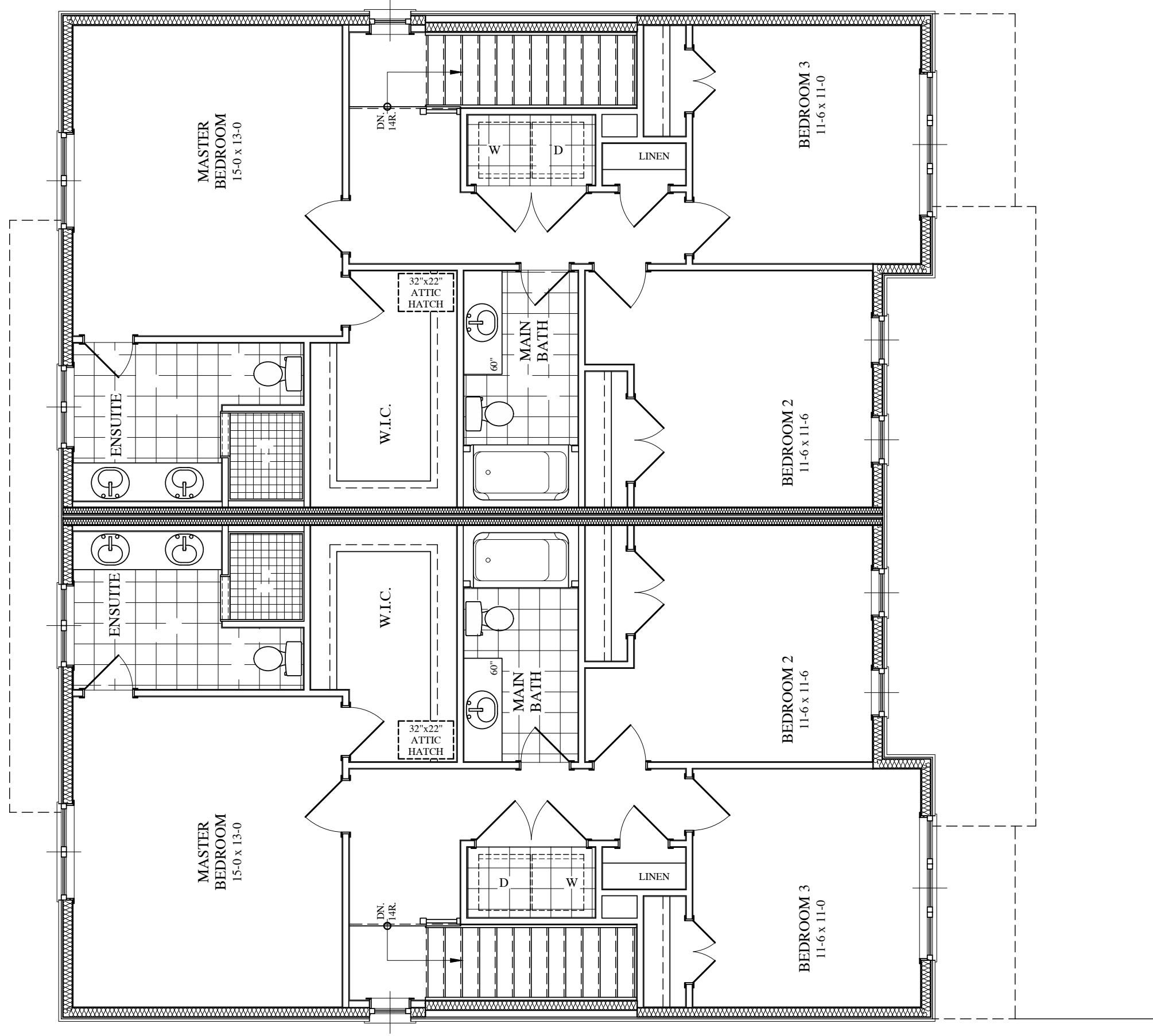
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PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 15/2020
LAST REV:

TITLE: **MAIN FLOOR PLAN**

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DRAWN BY: KAREN KOVATS
BCIN: 28501



SHEET No:

A5

PROJECT:
**THE HARRIS II
LOTS ...
DURHAM, ONTARIO**

STATUS: BUILDING PERMIT
PLOTTED: APR. 15/2020
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 15/2020
LAST REV:

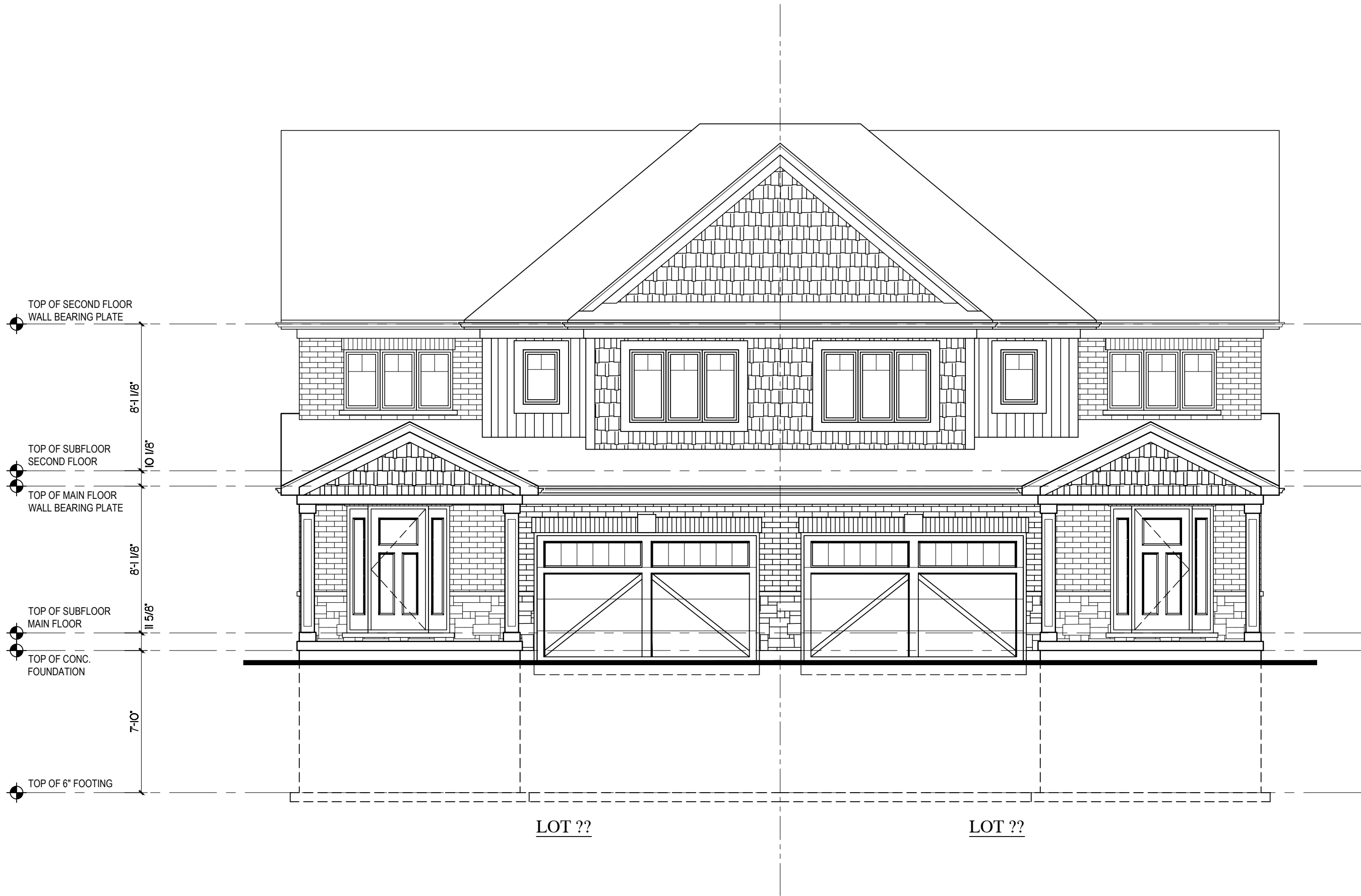
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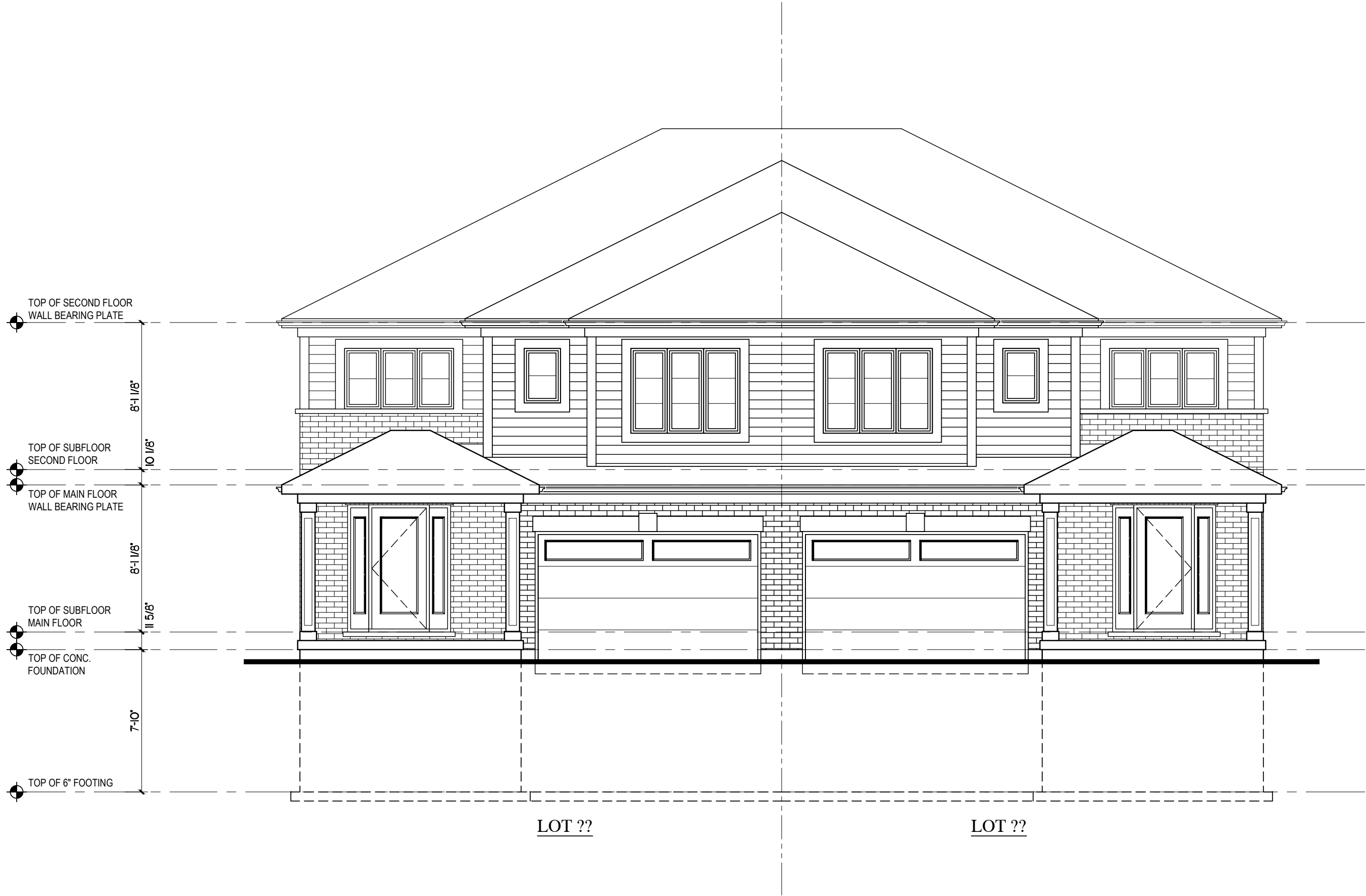
685 RIDDELL ROAD, UNIT 106
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PHONE: 519.341.6443
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DRAWN BY: KAREN KOVATS
BCIN: 28501

SUNVALE
HOMES

STATUS: BUILDING PERMIT
PLOTTED: APR. 1/2022
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 1/2022
LAST REV:

PROJECT: THE SPRINGFIELD
LOTS ...
DURHAM, ONTARIO
TITLE: FRONT ELEVATION

SHEET No:
A1



PROJECT:

THE SPRINGFIELD LOTS ...
DURHAM, ONTARIO

SHEET No:

A1

STATUS: BUILDING PERMIT

PLOTTED: APR. 1/2022

SCALE: 3/16"=1'-0"

DRWN BY: KAK

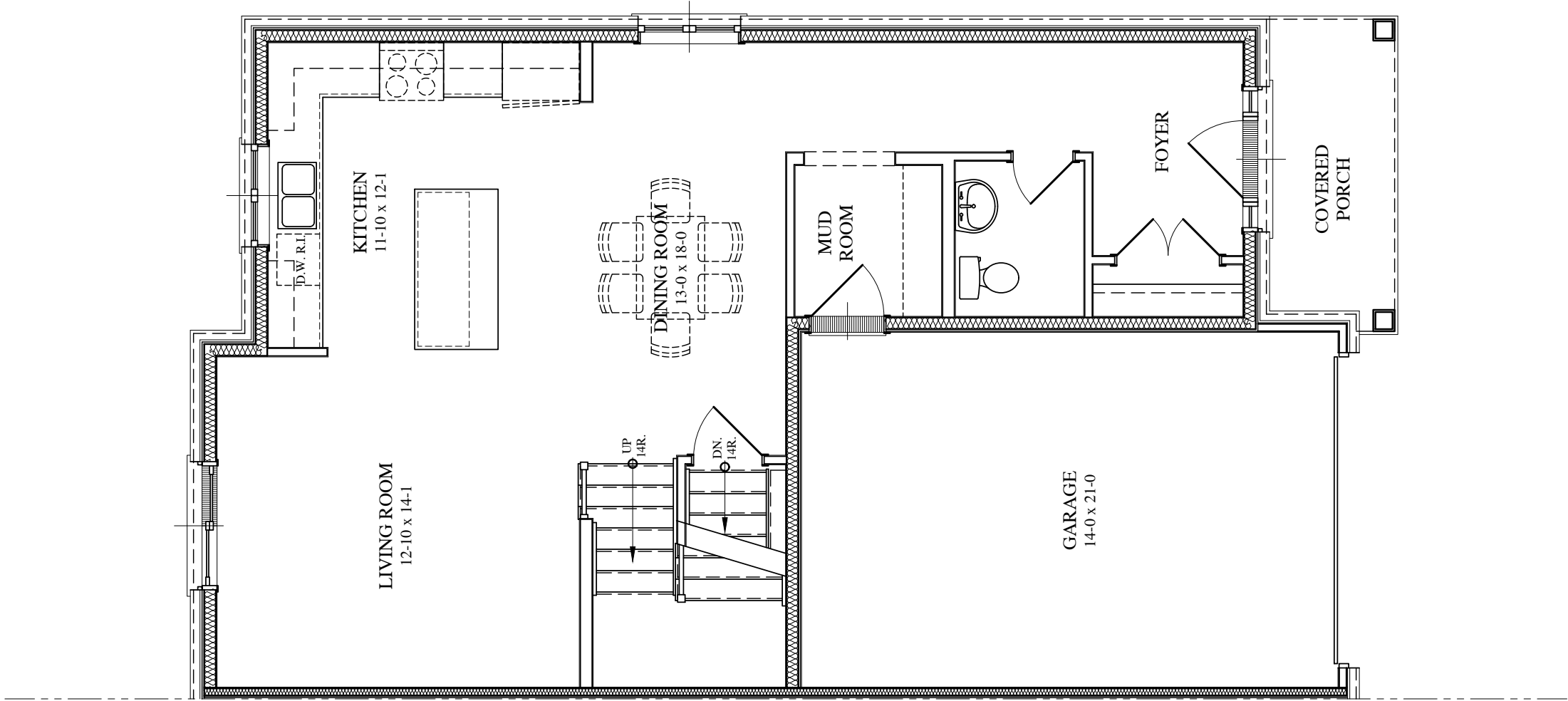
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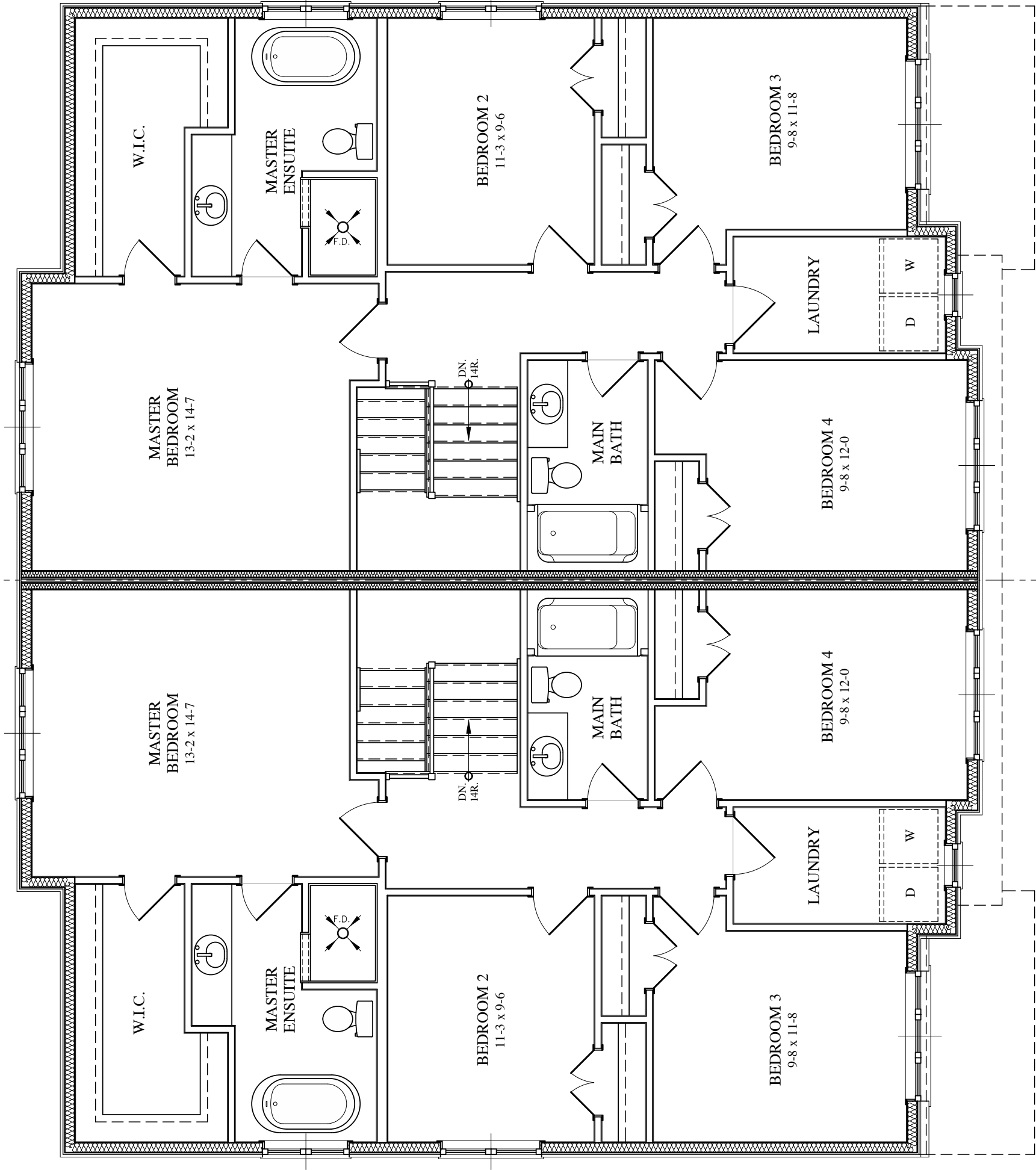
LAST REV:

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PHONE: 519.341.6443
FAX: 905.488.4607
www.sunvalehomes.com

SUNVALE HOMES

DRAWN BY: KAREN KOVATS
BCIN: 28501





PROJECT: THE SPRINGFIELD
SHEET No: A5
TITLE: SECOND FLOOR PLAN

STATUS: BUILDING PERMIT
PLOTTED: APR. 1/2022
SCALE: 3/16"=1'-0"
DRWN BY: KAK
DATE: APR. 1/2022
LAST REV:

SUNVALE
HOMES

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BCIN: 28501

#1 Cimarron



#4 Woodford



#10 Chatham City (Upgrade)



#2 Butterfield Mar



#3 Meridian



#5 Permacon



#6 Permacon



#7 Permacon



#8 Permacon



Townhouses of Pretty River: Colour Palettes

Base Colour (Shade)	Beige/Tan	Brown (Medium)	Red/Brown	Brown/Light	Brown (Dark)	Red (Dark)	Grey (Dark)	Grey (Medium)	Grey (Light)	Grey (Combo)
Element	Palette 1	Palette 2	Palette 3	Palette 4	Palette 5	Palette 6	Palette 7	Palette 8	Palette 9	Palette 10
Window & Door Frames	Sable	Sable	Taupe	Taupe	Taupe	Black	Black	Black	Iron Ore	Black
Garage Door	Bronze	Bronze	*Slate Grey	Bronze	Bronze	Black	*Slate Grey	Black	Café	Charcoal
Brick	Conestoga	Rutherford Matt	Portland	Westford	Labrador	Wellington	Newport Grey	Sterling Grey	Amber Beige	Permacon Range Chambord Grey
Stone (Upgrade)	Collingwood	Tacoma	Avalanche	Driftwood	Tacoma	Steel Grey	Steel Grey	Steel Grey	Tacoma	Shadow Stone Driftwood
Siding	Windswept Smoke	Rockport Brown	Hudson Slate	Pebble	Pebble	Storm	Iron Ore	Hudson Slate	Hudson Slate	Windswept Smoke
Shingles	Driftwood	Driftwood	Pewter Grey	Driftwood	Driftwood	Charcoal	Pewter Grey	Charcoal	Charcoal	Charcoal
Trim, Soffit & Fascia	Pebble	Storm	Windswept Smoke	Monterey Sand	Windswept Smoke	Black	Hudson Slate	Black	Iron Ore	Iron Ore
Columns	Pebble	Storm	Windswept Smoke	Monterey Sand	Windswept Smoke	Black	Black	Black	Iron Ore	Black
Front Door Colours - BM	Willow CC-542	Witching Hour 2120-30	Mysterious AF-565	Willow CC 542	Kendal Charcoal HC-166	Ebony King 2132-20	Dolphin AF-715	Overcoat CC-544	Match Gentek Iron Ore	Wrought Iron 2124-10
Exterior Railing	Yard bronze	Yard bronze	Taupe	Taupe	Taupe	Black	Black	Black	Black	Black

Material	Manufacturer Name & Notes
Window & Door	Golden Windows Golden 'Taupe' closest match is Gentek 'Brownstone' Golden 'Sable' closest match is Gentek 'Sable' Golden 'Iron Ore' closest match is Gentek 'Iron Ore'
Garage Door	Richards Wilcox
Brick	Meridian (Palettes 1-6), Permacon (Palettes 7-9)
Stone	Arriscraft (Stone Profile is "Shadow Stone")
Siding & Aluminum	Gentek (Siding Type is 'Sequoia Select' (Vinyl) - Siding Profile is Double 5")
Shingles	GAF (Shingle Profile is "Timberline")



LOCKHAVEN

Features: Lifestyle Town Estates

EXTERIOR FEATURES

- Unique low maintenance Clay Brick or Stone elevations with architectural features coordinated by the builder.
- Exterior railings (if grade dictates).
- Poured concrete basement walls with heavy duty damp proofing foundation wrap and weeping tiles.
- Pre-finished maintenance free aluminum fascia, soffits, eavestroughs and downspouts as per elevation.
- Thermopane sliding patio door as per plan.
- Quality all vinyl thermopane coloured casement windows as per plan with decorative grills on front elevation only.
- Cambridge asphalt shingles. Manufacturers lifetime warranty.
- Metal insulated non-warp entry doors with designer glass light to be selected by the builder.
- Deadbolt lock in all entry doors to the exterior.
- Raised panel sectional steel garage door to be selected by the builder.
- Two exterior water taps (one at the rear and one in garage).
- Entire lot sodded. Precast concrete slab walkway.
- Precast concrete step(s) at front door.
- Landscaping package and paved driveway included.

INTERIOR FEATURES

- 2 x 6 exterior wall construction.
- 9 foot ceilings on main and 8 foot upper levels.*
- 5/8" OSB sub floors glued, sanded and screwed to the floor joists.
- Cambridge smooth interior passage and closet doors with colonial style baseboards and casing on all windows and doors.
- Your choice of chrome or brass ball knobs on all interior doors.
- Elegant solid oak handrail and pickets from main floor to 2nd floor, including solid oak posts as per plans, natural finish. Half wall on second floor.
- Staircase treads and risers clad with various broadloom selections and quality soft step foam under pad.
- Quality cool white interior paint. Painted with one coat primer and one coat finish.
- California textured ceilings throughout (baths to have smooth ceilings, as per plan).
- Closets feature vinyl coated wire shelving.

LUXURY FLOORING

- Ceramic floor tiles in foyer, kitchen, dinette, bathrooms, mudroom and second floor laundry room as per plan.
- Luxurious broadloom available in a wide range of decorator colors with soft step foam under pad throughout.

HEATING AND ENERGY EFFICIENT FEATURES

• ENERGY STAR QUALIFIED HOMES

- Energy recovery ventilation air exchanger - (ERV).
- High efficiency forced air natural gas furnace.
- High efficiency natural gas water heater (tankless on rental).
- Drain water heat recovery system.
- Carbon monoxide detectors hard wired.
- All insulation conforms or exceeds the Ontario Building Code.
- R25 insulation on exterior walls. R50 ceiling insulation.
- Spray foam insulation in garage ceiling and below livable space in addition to cantilevered areas with living space above R31.
- Exterior basement walls insulated to meet requirements of Ontario Building Code.
- All exterior walls sealed with vapor barrier system.
- Water saving toilets and shower heads throughout.

KITCHEN FEATURES

- Quality kitchen cabinets with a wide selection of styles and finishes. Includes a microwave shelf as per plan.
- Double stainless steel spillway sink with single lever faucet.
- Awning window over kitchen sink for light and ventilation as per plan.
- Exhaust hood fan with ventilation to the outside.
- Provision for rough-in and opening for future dishwasher.

BATHROOM FEATURES

- Luxurious easy clean, one piece acrylic tub/shower enclosures.
- Luxurious pedestal sink in powder room.
- Single lever washerless faucets. Pop up drains in vanities.
- White plumbing features.
- Temperature balance shower controls.
- Quality vanity cabinetry in ensuite and main bathrooms. Post formed Arborite or Formica countertops from samples.
- Make up bar lighting over bathroom mirrors.
- Mirrors with dressed edges in all bathrooms.
- Privacy locks on all bathroom doors.

ELECTRICAL AND LIGHTING

- 100 amp electrical service. Circuit breakers and copper wiring.
- Two exterior waterproof electrical outlets, one ground fault, to protect both.
- Extra plug(s) in garage for future garage door opener.
- Wired in smoke detectors in each bedroom and on each floor of the home.
- Ground fault interrupter located in one bathroom protects all bathrooms.

- Ceiling lights in kitchen, dining, family room and all bedrooms as selected by the builder.
- Coach lights on front elevations.
- All plugs and switches to be white. All switches Decora style.
- All bathrooms ventilated to the outside with mechanical fan.
- TV, internet and telephone hook-ups (4 Locations total)
- Electric door chimes at front door.

WARRANTIES

- All homes covered by the TARION Warranty Corporation includes a comprehensive one year warranty plus a two-year warranty covering electrical, plumbing and heating systems and water penetration of the building envelope. Seven-year structural warranty backed by TARION.
- TARION enrollment fee to be paid by the Purchaser as an adjustment on closing.
- Water meters paid for by the Purchaser on closing.
- Sunvale Homes carefully selects components, suppliers for roofing, hardware, electrical, plumbing, heating, cooling and mechanical systems including other key elements and the warranties provided by these reputable brand name suppliers are all passed on to you, the Purchaser.
- Your new Sunvale Home will be in move-in condition on the date of closing. Broadloom to be vacuumed, tiled areas to be damp mopped, bathrooms to be washed, kitchen cabinets and vanities to be dusted, mirrors to be cleaned, basement to be broom swept and front porch and garage pressure washed.

PURCHASE INCENTIVES

- Low maintenance landscape package with every home.
- Paved driveway and survey paid for by the builder.
- TARION excellent rated builder.

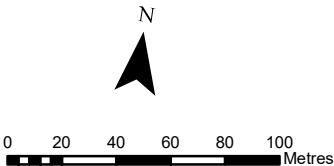
Materials and specifications may vary due to site or supply issues. Substitutions will be made, at the discretion of the builder, with materials, products and specifications of equal or superior quality. All features do not appear in all plans. See Agreement of Purchase and Sale for details on features included in purchase price. E. and O.E. MARCH 2019.

*8 foot ceilings on main and 8 foot upper levels on Block 1, 7 and 10





Sunvale Homes
Blocks 181 & 183, Plan 51M-945
Town of Collingwood



Source: The data used to create this drawing was derived from The Simcoe County Open Data License. Copyright Queen's Printer 2021. THIS IS NOT A PLAN OF SURVEY



Palette Display Boards. For all sited blocks in The Townhomes of Pretty River



Palette Display Boards. For all sited blocks in The Townhomes of Pretty River



Palette Display Boards. For all sited blocks in The Townhomes of Pretty River



Palette Display Boards. For all sited blocks in The Townhomes of Pretty River





LOCKHAVEN

**THE
HARMONY SERIES**

**THE
SERENE SERIES**

TRAIN TRAIL
FORMER CN RAILWAY

Collingwood General
and Marine Hospital
1k



BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

OPEN SPACE

OPEN SPACE

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

FUTURE
COMMERCIAL BLOCK

BLOCK 11

BLOCK 12

COLLINS STREET

WILLIAMS STREET

PEEL STREET

400m
Jean Vanier Catholic
High School

700m
Admiral Collingwood
Elementary School

1k
Collingwood
Collegiate Institute

Site plan is artist's concept. Lot dimensions are approximate and depend on final survey. Landscape areas and plantings are concepts only and may vary from finished landscape. See sales representative for more information. E. & O. E.

SUNVALE
HOMES

















**DEPARTMENT OF NATURAL RESOURCES
CANADA ENERGY STAR FOR NEW HOMES: BUILDER
LICENCE AGREEMENT**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Natural Resources acting through the Office of Energy Efficiency of the Department of Natural Resources (herein referred to as “**NRCan**”),

AND:

THE BUILDER, a person or company constructing new residential housing under the ENERGY STAR for New Homes program (herein referred to as the “**Builder**”).

WHEREAS NRCan is authorized by the United States Environmental Protection Agency to administer the ENERGY STAR marks in Canada;

WHEREAS NRCan administers the ENERGY STAR for New Homes program (herein after referred to as “ESNH”) which includes the use of ENERGY STAR marks;

WHEREAS the Builder holds a valid EnerGuide Rating System licence with **NRCan** and wishes to obtain a licence to use the ENERGY STAR marks and Licensed Material to deliver ESNH; and

WHEREAS NRCan wishes to grant a licence to the **Builder** to use the ENERGY STAR marks and Licensed Material for the purposes of delivering ESNH;

NOW, THEREFORE, NRCan and the **Builder** agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- a) **Agreement** means this Licence Agreement and all schedules annexed to this agreement. In the case of a conflict between the Agreement and the schedules, the terms of the Agreement shall take precedence;
- b) **Builder** means a person or corporation actively operating in Canada whose purpose is to construct new residential houses as defined under Part 9 of the National Building Code and who is registered with Natural Resources Canada under ERS and ESNH;

- c) **ERS** means the EnerGuide Rating System, the national system managed by Natural Resources Canada for rating the energy efficiency of houses. Participation in ERS is a prerequisite for participation in ESNH;
- d) **Energy Advisor** means an individual registered with Natural Resources Canada who performs plan evaluations, on-site ENERGY STAR for New Homes evaluations, blower door testing and recommends energy efficient improvements to the new home builders or homeowner;
- e) **Intellectual Property Rights** means any and all intellectual property rights related to any material, including software, developed by **NRCan** and recognized by the law, including but not limited to intellectual property rights protected through legislation, such as that governing copyright and patents;
- f) **Licensed Material** means the copyright protected labels, and copyright protected Procedural Documents;
- g) **NRCan's Data** means the data collected by the Service Organization and compiled for **NRCan** in the *.HSE *.TSV and .H2K computer files ESNH Enrollment & Compliance Portal.
- h) **Procedural Documents** means the documents which set out the procedures, standards and guidelines for the delivery of ESNH as amended from time to time, and referred to in Schedule A – Procedural Documents;
- i) **Service Organization** means any organization whose role under a licence agreement with Natural Resources Canada is to implement and deliver Natural Resources Canada's EnerGuide Rating System services and ENERGY STAR for New Homes program.
- j) **Marks** means the word mark and graphic designs protected in Canada under Applications # 1009613 and 1018456 respectively, which are owned by the United States Environmental Protection Agency and administered by **NRCan**.

2. COMING INTO FORCE AND TERM

- 2.1 This Agreement comes into force upon its acceptance by the **Builder** by return email.
- 2.2 This Agreement will expire on **June 30, 2025**, unless terminated earlier pursuant with Article 9 (Termination).

3. GRANT OF LICENCE

- 3.1 **NRCan** grants to the **Builder** a non-exclusive, royalty-free, non-transferable, and non-assignable licence to use the marks and to use and reproduce Licensed Materials for the purposes of delivering ESNH in any region in Canada, subject to provincial and territorial limitations, regulations and programming.
- 3.2 The licence described in Article 3.1 does not include the right to grant sub-licences.

4. BUILDER OBLIGATIONS

4.1 The **Builder** shall:

- a) make efforts to promote the ENERGY STAR marks through active participation in ESNH;
- b) comply with the Procedural Documents set out in Schedule A;
- c) comply with the “[The ENERGY STAR® Canada Brand Book](#)” referenced in the Procedural Documents in Schedule A including the requirements:
 - a. to only use the marks when the **Builder** is working with a Service Organization or Energy Advisor to enroll and label homes under ESNH; and
 - b. where the marks are used in association with a housing development, to only use the marks when the housing development contains ENERGY STAR certified homes.
- d) provide to the Service Organization, an attestation that each house labelled with the ENERGY STAR mark meets all requirements of the ESNH Standard including those components which may not be visually verifiable by the Energy Advisor during an as-built evaluation, as set out in Schedule B;
- e) comply with the Code of Ethics and Conflict of Interest guidelines outlined in the Procedural Documents referred to in Schedule A;
- f) enroll and label a house within the ESNH program during the term of this license or two years from date of signing, whichever is longer;
- g) ensure that the **Builder** or any associated, employee, individual, corporation, business unit or line of business is not in any real or apparent conflict of interest related to, or in the delivery of ESNH, and maintain and implement conflict of interest mitigation strategies, to the satisfaction of **NRCan**;

- h) comply with all applicable federal, provincial/territorial and municipal laws, ordinances, rules, regulations and codes in the provinces and territories of Canada in which business is undertaken; and
- i) cooperate with **NRCan** in the implementation of any disciplinary measures imposed on employees of the **Builder** when breaches or infractions of this Agreement, or the Procedural Documents are identified.

5. PERSONAL INFORMATION PROTECTION

- 5.1 The **Builder** shall comply with the requirements of the *Personal Information Protection and Electronic Documents Act* or equivalent and applicable provincial privacy legislation.

6. LIABILITY AND INDEMNIFICATION

- 6.1 Neither **NRCan**, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person, related to ESNH, the acts or omissions of the **Builder** in managing the ESNH evaluations, or otherwise as a result of or arising out of this Agreement, and the **Builder** shall indemnify and save harmless **NRCan**, its employees, officers and agents, in respect of all such claims.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights of **NRCan** existing prior to this Agreement remain the exclusive property of **NRCan**.
- 7.2 All Intellectual Property Rights resulting from this Agreement, including **NRCan's** data shall vest in and become the exclusive property of **NRCan**.

8. ESNH CHANGES

- 8.1 Notwithstanding Article 14.2 (Amendments), **NRCan** reserves the right to update, review or make changes to any of the Procedural Documents incorporated into this Agreement under Schedule A. All current documents will be kept in **NRCan's** web-based resource centre.

9. TERMINATION

- 9.1 The **Builder** must be a licensed participant in ERS. Termination of the ERS licence shall result in the immediate termination of this Agreement, without notice.
- 9.2 Either Party may, by giving thirty (30) days' written notice to the other Party, terminate this Agreement.

9.3 **NRCan** may terminate this Agreement and revoke the licence of the **Builder**, or may suspend the licence of the **Builder**, if the **Builder**:

- a) fails to comply with any of the Procedural Documents set forth in Schedule A, as amended from time to time. For clarity, this includes the “[The ENERGY STAR® Canada Brand Book](#)”; or
- b) fails to comply with any term or condition of this Agreement.

9.4 Upon termination of this Agreement by either Party, or the suspension or revocation of the licence of the **Builder**, the **Builder** shall:

- a) cease all further delivery of ESNH, including the use of the marks and Licensed Material;
- b) provide a list of all incomplete ESNH evaluations undertaken through the **Builder** up to the date of termination and submit all housing data for those evaluations to the Service Organization.

10. LEGAL RELATIONSHIP

10.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

10.2 The **Builder** shall not make any representation that:

- a) the **Builder** is an agent of **NRCan**; or
- b) could reasonably lead any member of the public to believe that the **Builder** or its contractors are agents of **NRCan**.

10.3 The **Builder** shall not imply that **NRCan** endorses, represents, warrants, promotes or advertises the products or services of the **Builder** or its associates, or any other products or services related to energy efficiency measures, and the **Builder** shall not make any claim that could be likewise misconstrued by the public.

11. NOTICES

- 11.1 Any requests, notices, and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address: To

NRCan:

ENERGY STAR for New Homes
Office of Energy Efficiency
Natural Resources Canada
1 Observatory Crescent
Ottawa, Ontario K1A 0E4
Telephone: 1-800-387-2000
E-mail: nrcan.homes-maisons.mcan@canada.ca

To the Builder:

At the address provided upon registration and acceptance of this Agreement by email.

12. INSURANCE

- 12.1 It is the sole responsibility of the **Builder** to carry valid insurance coverage necessary for their protection. Any insurance secured is to the benefit and protection of the **Builder** and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Agreement.

13. DISPUTE RESOLUTION

- 13.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation and may, if necessary, and if the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

14. GENERAL PROVISIONS

- 14.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the province or territory the **Builder** conducts business in.
- 14.2 Subject to Article 8 (ESNH Changes), no amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.
- 14.3 The **Builder** agrees that **NRCan** may disclose information with respect to its participation under ESNH for the purpose of program promotion.

- 14.4 The **Builder** understands that **NRCan**'s Data may be shared with third-parties that have entered into information sharing arrangements with **NRCan**, including other federal departments, provincial, territorial or municipal governments, and public utilities, for the purposes of program administration and evaluation.
- 14.5 This document constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other Agreement, whether written or verbal between the Parties.
- 14.7 No benefit arising from this Agreement shall be assigned in whole or in part by the **Builder** without the prior written consent of **NRCan** and any assignment made without that consent is void and of no effect.
- 14.8 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise from it.
- 14.9 This Agreement shall endure to the benefit of and shall be binding upon the Parties and upon their successors.

SCHEDULE A

PROCEDURAL DOCUMENTS

1. The following Procedural Documents are incorporated by reference into this Agreement, and the **Builder** agrees to follow and adhere to all procedures set out in these documents. Documents and Standard versions used, should be the most current and / or applicable for the build:
 - a) ENERGY STAR for New Homes Standard;
 - b) ENERGY STAR for New Homes Technical Procedures;
 - c) ENERGY STAR for New Homes Administrative Procedures;
 - d) **Builder** Attestation for ENERGY STAR for New Homes; and
 - e) [The ENERGY STAR® Canada Brand Book.](#)

As provided for in Article 8 (ESNH Changes), **NRCan** may update, review or make changes to any of the procedural documents incorporated under this Schedule, and the **Builder** shall be responsible for ensuring that the most current versions of the documents, as posted on **NRCan**'s online resource centre, are being used and referenced.

SCHEDULE B

BUILDER ATTESTATION FOR ENERGY STAR for New Homes

The **Builder** must submit **annually** to the Service Organization, the following certification in writing on company letterhead, signed and dated by the duly authorized officer as follows:

“As a licensed Builder (or designate) of ENERGY STAR for New Homes (ESNH), I attest that each house labelled ENERGY STAR meets all requirements of the ESNH Standard Version (**insert version number**) including those components which may not be visually verifiable by the Energy Advisor during an as-built evaluation. This includes but is not limited to:

- Requirements under the ESNH Standard for ENERGY STAR qualified fenestration and doors
- Requirements under ESNH Standard for insulation (e.g. wall and under slab)
- Other non-visual components under the ESNH Standard (e.g. duct sealing)

I understand that this attestation is valid for one year from the date of signature. I also understand that if, in the opinion of **NRCan**, there has been a misrepresentation of facts relating to this **Builder** Attestation for ENERGY STAR for New Homes, the Government of Canada reserves the right to take action that may include, but is not limited to, removal of the label from the applicable property and termination of applicable license agreements between **NRCan** and the **Builder**.”

Notes:

- The **Builder** Attestation must be kept current. Once signed, it is effective for one year from the date of signature.
- Annual attestations must be signed by a representative of the company with signing authority.
- The **Builder** may also attest to the ENERGY STAR Standard non visible components of homes by development. In this case, the attestation should be signed by the Site Manager, and is considered current solely for that development.
- For quality assurance, the service organization must keep attestations on file and provide these to Natural Resources Canada upon request.

**DEPARTMENT OF NATURAL RESOURCES CANADA
ENERGUIDE RATING SYSTEM: BUILDER LICENCE AGREEMENT**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Natural Resources acting through the Office of Energy Efficiency of the Department of Natural Resources (herein referred to as “**NRCan**”),

AND:

THE BUILDER, a person or company constructing new residential housing under the EnerGuide Rating System (herein referred to as the “**Builder**”).

WHEREAS NRCan administers the EnerGuide Rating System (herein after referred to as “ERS”) which includes the use of EnerGuide Rating System Official Marks;

WHEREAS NRCan wishes to grant a licence to the **Builder** to use the EnerGuide Rating System Official Marks and Licensed Material for the purposes of delivering ERS;

NOW, THEREFORE, NRCan and the **Builder** agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- a) **Agreement** means this Licence Agreement and all schedules annexed to this agreement. In the case of a conflict between the Agreement and the schedules, the terms of the Agreement shall take precedence;
- b) **Builder** means a person or corporation actively operating in Canada whose purpose is to construct new residential houses as defined under Part 9 of the National Building Code and who is registered with Natural Resources Canada under ERS;
- c) **ERS** means the EnerGuide Rating System, the national system managed by Natural Resources Canada for rating the energy efficiency of houses;
- d) **Intellectual Property Rights** means any and all intellectual property rights related to any material, including software, developed by **NRCan** and recognized by the law, including but not limited to intellectual property rights protected through legislation, such as that governing copyright and patents;

- e) **Licensed Material** means the copyright protected labels, and copyright protected Procedural Documents;
- f) **NRCan's Data** means the data collected by the Service Organization and compiled for **NRCan** in the *.HSE *.TSV and *h2k computer files.
- g) **Official Marks** means the Official Mark protected in Canada under Application# 0909605 which is owned by **NRCan**;
- h) **Procedural Documents** means the documents which set out the procedures, standards and guidelines for the delivery of ERS as amended from time to time, and referred to in Schedule A – B Procedural Documents; and
- i) **Service Organization** means any organization whose role under a licence agreement with Natural Resources Canada is to implement and deliver Natural Resources Canada's EnerGuide Rating System services.

2. COMING INTO FORCE AND TERM

- 2.1 This Agreement comes into force upon its acceptance by the **Builder** by return email.
- 2.2 This Agreement will expire on **June 30, 2025**, unless terminated earlier pursuant with Article 9 (Termination).

3. GRANT OF LICENCE

- 3.1 **NRCan** grants to the **Builder** a non-exclusive, royalty-free, non-transferable, and non-assignable licence to use the Official Marks and to use and reproduce Licensed Materials for the purposes of delivering ERS in any region in Canada, subject to provincial and territorial limitations, regulations and programming.
- 3.2 The licence described in Article 3.1 does not include the right to grant sub-licences.

4. BUILDER OBLIGATIONS

- 4.1 The **Builder** shall:
 - a) comply with the Procedural Documents set out in Schedule A or B as applicable to the build;
 - b) comply with the *Guidelines for Reproducing, Applying and Using the EnerGuide Rating System Official Marks* referenced in Schedule B;
 - c) comply with the Code of Ethics, Code of Conduct and Conflict of Interest guidelines in the EnerGuide Rating System: Administrative Procedures, referenced in Schedule B;

- d) enroll and label a house within the ERS program during the term of this license or two years from date of signing, whichever is longer;
- e) ensure that the **Builder** or any associated, employee, individual, corporation, business unit or line of business is not in any real or apparent conflict of interest related to, or in the delivery of ERS, and maintain and implement conflict of interest mitigation strategies, to the satisfaction of **NRCan**;
- f) comply with all applicable federal, provincial/territorial and municipal laws, ordinances, rules, regulations and codes in the provinces and territories of Canada in which business is undertaken; and
- g) cooperate with **NRCan** in the implementation of any disciplinary measures imposed on employees of the **Builder** when breaches or infractions of this Agreement, or the Procedural Documents are identified.

5. PERSONAL INFORMATION PROTECTION

- 5.1 The **Builder** shall comply with the requirements of the *Personal Information Protection and Electronic Documents Act* or equivalent and applicable provincial privacy legislation.

6. LIABILITY AND INDEMNIFICATION

- 6.1 Neither **NRCan**, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person, related to ERS, the acts or omissions of the **Builder** in managing the ERS evaluations, or otherwise as a result of or arising out of this Agreement, and the **Builder** shall indemnify and save harmless **NRCan**, its employees, officers and agents, in respect of all such claims.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights of **NRCan** existing prior to this Agreement remain the exclusive property of **NRCan**.
- 7.2 All Intellectual Property Rights resulting from this Agreement, including **NRCan's** Data, shall vest in and become the exclusive property of **NRCan**.

8. ERS CHANGES

- 8.1 Notwithstanding Article 14.2 (Amendments), **NRCan** reserves the right to update, review or make changes to any of the Procedural Documents incorporated into this Agreement under Schedule A or Schedule B. All current documents will be kept in **NRCan's** web-based resource centre.

9. TERMINATION

- 9.1 Either Party may, by giving thirty (30) days' written notice to the other Party, terminate this Agreement.
- 9.2 **NRCan** may terminate this Agreement and revoke the licence of the **Builder**, or may suspend the licence of the **Builder**, if the **Builder**:
- a) fails to comply with any of the Procedural Documents set forth in Schedule A or B, as amended from time to time; or
 - b) fails to comply with any term or condition of this Agreement.
- 9.3 Upon termination of this Agreement by either Party, or the suspension or revocation of the licence of the **Builder**, the **Builder** shall:
- a) cease all further delivery of ERS, including the use of the Official Marks and Licensed Material; and
 - b) provide a list of all incomplete ERS evaluations undertaken through the **Builder** up to the date of termination and submit all housing data for those evaluations to the Service Organization.

10. LEGAL RELATIONSHIP

- 10.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- 10.2 The **Builder** shall not make any representation that:
- a) the **Builder** is an agent of **NRCan**; or
 - b) could reasonably lead any member of the public to believe that the **Builder** or its contractors are agents of **NRCan**.
- 10.3 The **Builder** shall not imply that **NRCan** endorses, represents, warrants, promotes or advertises the products or services of the **Builder** or its associates, or any other products or services related to energy efficiency measures, and the **Builder** shall not make any claim that could be likewise misconstrued by the public.

11. NOTICES

- 11.1 Any requests, notices, and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To **NRCan**:

EnerGuide Rating System
Office of Energy Efficiency
Natural Resources Canada
1 Observatory Crescent
Ottawa, Ontario K1A 0E4
Telephone: 1-800-387-2000
E-mail: nrcan.homes-maisons.rncan@canada.ca

To the **Builder**:

At the address provided upon registration and acceptance of this Agreement by email.

12. INSURANCE

- 12.1 It is the sole responsibility of the **Builder** to carry valid insurance coverage necessary for their protection. Any insurance secured is to the benefit and protection of the **Builder** and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Agreement.

13. DISPUTE RESOLUTION

- 13.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation and may, if necessary, and if the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

14. GENERAL PROVISIONS

- 14.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the province or territory the **Builder** conducts business in.
- 14.2 Subject to Article 8 (ERS Changes), no amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.
- 14.3 The **Builder** agrees that **NRCan** may disclose information with respect to its participation under ERS for the purpose of program promotion.

- 14.4 The **Builder** understands that **NRCan**'s Data may be shared with third-parties that have entered into information sharing arrangements with **NRCan**, including other federal departments, provincial, territorial or municipal governments, and public utilities, for the purposes of program evaluation and administration.
- 14.5 This document constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other Agreement, whether written or verbal between the Parties.
- 14.7 No benefit arising from this Agreement shall be assigned in whole or in part by the **Builder** without the prior written consent of **NRCan** and any assignment made without that consent is void and of no effect.
- 14.8 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise from it.
- 14.9 This Agreement shall ensure to the benefit of and shall be binding upon the Parties and upon their successors.

SCHEDULE A

PROCEDURAL DOCUMENTS ERS 0-100

1. The following Procedural Documents are incorporated by reference into this Agreement, and the **Builder** agrees to follow and adhere to all procedures set out in these documents, including, but not limited to:
 - a. EnerGuide Rating System: Administrative Procedures (New Homes)
2. As provided for in Article 8 (ERS Changes), **NRCan** may update, review or make changes to any of the Procedural Documents incorporated under this Schedule, and the **Builder** shall be responsible for ensuring that the most current versions of the documents, as posted on **NRCan's** resource centre, are being used and referenced. Changes made to procedural documents will be posted on **NRCan's** web-based resource centre at **NRCan's** discretion.

SCHEDULE B

PROCEDURAL DOCUMENTS ERS GJ per year

1. The following Procedural Documents are incorporated by reference into this Agreement, and the **Builder** agrees to follow and adhere to all procedures set out in these documents, including, but not limited to:
 - a. EnerGuide Rating System Administrative Procedures Version 15 (most current version)
 - b. Guidelines for Using the EnerGuide Rating System Official Marks
2. As provided for in Article 8 (ERS Changes), **NRCan** may update, review or make changes to any of the Procedural Documents incorporated under this Schedule, and the **Builder** shall be responsible for ensuring that the most current versions of the documents, as posted on **NRCan's** resource centre, are being used and referenced. Changes made to procedural documents will be posted on **NRCan's** web-based resource centre at **NRCan's** discretion.