Appendix III

LRO # 30 **Notice Of Subdivision Agreement** **Receipted as NR544826** on 2020 06 22 at 16:54

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 43

Properties

PIN	46383 - 0439 LT	☑ Redescription
Description	LOTS 1 TO 4, 30M-460; TOWN OF NIAGARA-ON-THE-LAKE	
Address	NIAGARA ON THE LAKE	

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name	THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
Address for Service	1593 Four Mile Creek Road, P.O. Box 100 Virgil, Ontario L0S 1T0

I, Lord Mayor Betty Disero and I, Town Clerk Peter Todd, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name	BRADFIELD ESTATES INC.
Address for Service	P.O. Box 938 Virgil ON L0S 1T0

Statements

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Town of Niagara-on-the-Lake

Schedule: See Schedules

Signed By

Monica Evelyn Wolfe	39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7	acting for Applicant(s)	Signed	2020 06 22

Tel 905-688-1125

Fax 905-688-5725

I have the authority to sign and register the document on behalf of the Applicant(s).

Douglas Alan Goslin	4780 Portage Road Niagara Falls L2E 6B1	acting for Party To(s)	Signed	2020 06 22

Tel 905-357-0500

Fax 905-357-0501

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

DOUGLAS ALAN GOSLIN LAW	4780 Portage Road Niagara Falls L2E 6B1	2020 06 22

Tel 905-357-0500

Fax 905-357-0501

Fees/Taxes/Payment

Statutory Registration Fee	$65.05
Total Paid	$65.05

File Number

Applicant Client File Number : 36765

THE CORPORATION

OF THE TOWN

OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 5222-20

(445 Line 2 Road)
(Roll No. 2627 020 014 28600 0000)

A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND BRADFIELD ESTATES INC.

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated the 30th day of March, 2020 between The Corporation of the Town of Niagara-on-the-Lake and Bradfield Estates Inc. be and the same is hereby approved; and,
2. THAT the Lord Mayor and Town Clerk be authorized to affix their hands and the Corporate Seal; and,
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 30TH DAY OF MARCH, 2020

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

THIS INDENTURE made this 30th day of March, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

AND:

BRADFIELD ESTATES INC.
(Hereinafter called the 'Owner')

WHEREAS the Owner warrants and represents that it is the registered Owner of the lands described in Schedule "A" attached hereto and forming part of this Agreement (the "Lands");

AND WHEREAS the Owner has made an application to the Town for approval of a plan of subdivision (for the Lands (the "Subdivision") attached hereto as **Schedule "B"**) known as 445 Line 2 Road for the purpose of registering the same;

AND WHEREAS the Town, as a condition of granting such approval, has imposed certain conditions upon the Owner to be carried out to the satisfaction of the Town;

AND WHEREAS the Town requires the Owner, before final approval of the plan of Subdivision, to agree to pay for the construction and installation of certain municipal services to serve such Subdivision, or that part of such Subdivision for which approval is sought, and to agree to the other provisions contained herein;

AND WHEREAS this Agreement is entered into pursuant to the authority conferred by Section 51 of the *Planning Act*, R.S.O. 1990, Chapter P. 13, as amended, for the purpose of fulfilling the said conditions and obtaining such approval;

AND WHEREAS the Owner agrees to be bound by and to fulfil the obligations and conditions imposed on the Owner of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto, in consideration of the premises and the sum of One Dollar ($1.00) of lawful money of Canada now paid by each of the said parties to the other (the receipt and sufficiency of which is hereby acknowledged), covenant and agree as follows:

1 DEFINITIONS

1.1 **Acceptance or Accept** means the Works that have been accepted by the Town in accordance with an Assumption By-law.

1.2 **Agreement** means this Subdivision Agreement.

1.3 **Approved Plans** means the required plans as approved by the Town and other government agencies including the Niagara Peninsula Conservation Authority.

1.4 **Assume or Assumption** means the Town's acceptance of the Works to be constructed in accordance with this Agreement, as evidenced by a by-law of Council of the Town, whereby such Works vest in the Town and the Owner has no right, title or interest therein.

1.5 **Assumption By-law** means a by-law passed by the Town accepting the Works to be constructed herein, whereby such Works vest in the Town and the Owner has no right, title or interest therein.

1.6 **Builder** means the Person engaged by the Owner or subsequent owner to construct a building or any other work on a Lot.

1.7 **Building** means a building as defined in the *Building Code Act*.

1.8 **Building Code Act** means the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, or any successor legislation thereto.

1.9 **Building Permit** means a permit issued by the Chief Building Official of the Town approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of the *Building Code Act*.

1.10 **Chief Building Official** means the Chief Building Official as appointed by by-law of the Council of the Town of Niagara-on-the-Lake or his designate.

1.11 **Clerk** means the Clerk of the Town.

1.12 **Conditions** means the conditions of draft approval for the Draft Plan of Subdivision imposed by the Town in accordance with the requirements of the Planning Act, Ontario.

1.13 **Consulting Engineering Firm** means a competent professional engineer or firm of engineers registered with the Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*, R.S.O. 1990, c.P. 28, as amended, who are retained or employed by the Owner to provide and carry out professional engineering services required pursuant to this Agreement on behalf of the Owner.

1.14 **Council** means the Council of the Corporation of the Town of Niagara-on-the-Lake.

1.15 **Construction Drawings** means the drawings showing building components and the manner in which they are assembled to form a building.

1.16 **Developer** includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law.

1.17 **Director of Community and Development Services** means the Director of Community and Development Services of the Town or his or her designate.

1.18 **Director of Operations** means the Director of Operations of the Town or his or her designate.

1.19 **Easement** means the easements that are to be conveyed to the Town or Region to service Lands.

1.20 **Final Approval** means final approval of the Plan for registration given by the Town in accordance with the requirements of the Planning Act (Ontario).

1.21 **Final Certificate of Completion of Primary Services** means the certificate issued by the Director of Operations upon satisfactory completion of all Primary Services and following completion of the maintenance period.

1.22 **Final Certificate of Completion of Services** means the certificate of completion of all primary and secondary services when all works under the Agreement have been completed, the maintenance period has expired, and no other obligations under the Agreement remain outstanding other than as may be specified on the date of assumption.

1.23 **Final Inspection** means an inspection of a building or structure for which a Building Permit has been issued by the Town, to determine whether all works required by the Building Permit have been completed to the satisfaction of the Town.

1.24 **Final Plan** means a Plan prepared at the request of the Developer and submitted to the approval authority as a Final Plan suitable for registration. Upon registration the registered plan shall be the final plan for the purposes of this Agreement.

1.25 **Grading Conformance Certificate** means a declaration by the Consulting Engineering Firm certifying that the Lands and any individual lot and/or block has been graded in accordance with the Overall Grading Plan as approved by the Director of Operations.

1.26 **Highway** means land dedicated as a public highway by the Plan and includes a proposed road widening shown on the Draft Plan.

1.27 **Individual Lot Grading Plan** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades on an individual Lot/Block to the satisfaction of Chief Building Official.

1.28 **Inspector** means the Inspector appointed by the Town of Niagara-on-the-Lake for the Subdivision who provides inspection services on behalf of the Town.

1.29 **Install** shall also mean reinstall, provide, construct, or reconstruct.

1.30 **Lands** means all the lands shown on the Draft Approved Plan and described in Schedule 'A'.

1.31 **Letter of Credit** means a standby municipal, irrevocable letter of credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement.

1.32 **Local Improvement** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and other such local improvements as are defined in the former *Local Improvement Act*, R.S.O. 1990, c. L. 26, as amended, or in the *Municipal Act, 2001,* S.O. 2001, c. 25, as amended, or any successor thereto and regulations made thereunder.

1.33 **Occupancy Permit** means a permit or other written authorization, issued by the Chief Building Official of the Town, permitting occupancy of a Building for which a Building Permit has been issued.

1.34 **Overall Grading Plan** means a drawing showing grades, swales, and drainage patterns and may include catch basins and floor heights in relation to grades of the overall Subdivision development to the satisfaction of Director of Operations.

1.35 **Owner** means BRADFIELD ESTATES INC. and the registered owner or owners in fee simple of the Lands and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.

1.36 **Person** means a person, firm or corporation and where required, may mean all or a combination of them.

1.37 **Plot Plan/ Site Plan** means a drawing showing the building in relation to property lines and may include the locations of driveways and other structures and services.

1.38 **Preliminary Certificate of Completion of Primary Services** means the certificate issued by the Director of Operations upon satisfactory completion of all Primary Services prior to commencement of the maintenance period.

1.39 **Preliminary Certificate of Completion of Secondary Services** means the certificate issued by the Director of Operations upon satisfactory completion of all Secondary Services prior to commencement of the maintenance period.

1.40 **Primary Services** means road signs, public utilities, street lighting, watermains, sewers, both sanitary and storm, any pumping station, emergency accesses, community mail box pads, catch basins or other appurtenances, the base road including base asphalt, curbs and gutters, regulatory signs, lot pre-grading including Sodded Swales and retaining walls, **fencing and noise attenuation facilities (including noise berms and noise fencing). (Delete bold if not applicable)**

1.41 **Public Utilities** mean telephone, hydroelectric system, natural gas systems and cable television.

1.42 **Region** means The Corporation of the Regional Municipality of Niagara.

1.43 **Regional Public Works Department** means the Region of Niagara Public Works Department.

1.44 **Registration** means the time of registration in the office of Land Titles at St. Catharines and "register" has a corresponding meaning.

1.45 **Reserve Strip** means a parcel of land conveyed by the Owner to the Town in fee simple and free of encumbrances abutting a street line and separating the street from the next abutting lot or block for the purpose of preventing legal access from the said street to the said lot.

1.46 **Required Plans** means all of the plans and specifications for all of the works and matters required to be designed, installed, and done by the Developer by way of this Agreement for the subdivision and development of the Lands, including without limiting the generality of the forgoing, servicing plans, street lighting plans, landscape and fencing plans, which include the plans for the noise attenuation works and which shall be completed by a qualified landscape architect, etc. Where the subject matter or context of a particular section of this Agreement requires reference to any one of the required plans, it may be referred to by its individual name, e.g., 'required street lighting plans'.

1.47 **Secondary Services** means all Works to be installed, constructed or erected which are not defined as Primary Services or Public Utilities. Included as a Secondary Service is the cleaning of any storm water management pond and/or stormceptor. All Storm Ponds shall be cleaned out and silt removed to the original approved design elevations prior to the assumption by the Town.

1.48 **Section** when used in reference to a numbered part of this Agreement means:

(a) A complete section including all its sections and subsections;

(b) A particular subsection including its subsections; and,

(c) A particular subsection as the context may dictate or require.

1.49 **Sodded Swales** means the installation of sod within drainage swales which collect storm water runoff from multiple lots or units, and does not include swales located between individual lots or townhouse units unless the Town has required a drainage easement in that location.

1.50 **Street Lighting** means street lighting and park walkway lighting system which includes all poles, standards, arms, lights, fixtures, wires, ducts and related equipment's that are necessary for the safe illumination of the roadway, boulevard, park and walkway to the Town requirements.

1.51 **Subdivision** means the plan of subdivision as set out and illustrated on **Schedule "B"** of this Agreement.

1.52 **Surveyor** means an Ontario Land Surveyor (O.L.S.).

1.53 **The Engineer** shall refer to the Developer's Consulting Engineer.

1.54 **Town** means The Corporation of the Town of Niagara-on-the-Lake.

1.55 **Treasurer** means the Treasurer of the Town.

1.56 **Works** shall mean and include all Primary and Secondary Services and any and all works, services, things, actions and other matters without limitation required to be completed or performed by the Owner pursuant to this Agreement.

2 GENERAL PROVISIONS

2.1 The Owner covenants and agrees to pay all arrears of taxes outstanding and all taxes for the current year in respect to the Lands described in **Schedule A**, prior to the execution of this Agreement by the Town.

2.2 The Owner covenants and agrees to commute and pay, upon execution of this Agreement, all designated charges, local improvement charges, and imposed rates now assessed and levied upon the Land, including but not limited to levies under the Local Improvement Act, Ontario Water Resources Act, Public Utilities Act, Drainage Act, and the Municipal Act, 2001, and any other special levies or charge against the property, save and except development charges.

2.3 The Owner shall prepare cost estimates for the construction of all Primary and Secondary on-site and off-site services, and estimate the number of working days associated with the construction of such services upon which the calculation for inspections, Letter of Credit and security deposits shall be based.

2.4 The Owner hereby consents to the registration of this Agreement against the title of the Lands. The Owner agrees that it shall not sell or convey any portion of the Lands described in **Schedule "A"** attached hereto until such time as this Agreement and all other documents required by this Agreement have been registered on title to the Lands. The Owner therefore agrees to restrictions being placed on title to the Lands preventing the transfer of all or a portion of the Lands until the Town has received all documents required by this Agreement and these documents have been registered on title.

2.5 In the event that any monies payable hereunder by the Owner to the Town have not been paid within thirty (30) days after the date when the same becomes due and payable, then the Owner shall pay interest on the amount so payable at a rate equal to that established by the Town's current bank borrowing prime rate of interest plus two percent (2%) calculated from the date that the said monies become payable.

2.6 Unless expressly stated otherwise, where under any provision of this Agreement, the Owner is obligated to make any payments, or to make conveyances or dedications of lands, or to install or construct or carry out any Works on the Lands or external to the Lands, or to provide any services by any other Persons, the provision provisions contained herein shall be deemed to include the words "solely at the expense of the Owner." For clarity, all matters to be done or carried out pursuant to this Agreement, whether by the Owner or the Town, shall be at the sole expense of the Owner, whether or not such words appear in any section of this Agreement.

2.7 As per the Town's Street Cleaning Policy (CDS-PLG-005), all streets abutting on the Lands or used for access to the Lands during the installation or construction of the Works or during the construction of dwellings upon the Lots shall, at all times, be kept

by the Owner in a good, clean and usable condition and, if damaged or littered shall be restored immediately to the Town's requirements. A **$2,000.00** deposit will be collected to ensure this policy is adhered to during construction.

2.8 The Owner shall ensure that all trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. All Town-owned roads are subject to a half-load restriction from February 1 - April 30 of every year.

2.9 In the event that the Subdivision has not been registered within one (1) year from the date of execution of this Agreement, the Town may, at its sole option and within its sole and absolute discretion, on thirty (30) days' notice in writing to the Owner, declare this Agreement to be null and void.

2.10 In the event that the Owner wishes to register more than one Subdivision over the Lands, the Owner shall first obtain the written consent of the Town to do so, and such consent shall be conditional upon the Owner registering such plans in such order as determined by the Town and upon registering such plans concurrently. The Owner shall not register a Subdivision over part of the Lands without prior written consent of the Town.

2.11 The Owner agrees to provide all rights, lands, matters and easements to construct and provide all of the Works described in all the Schedules of this Agreement, in accordance with the conditions and specifications contained in the respective Schedules, and in accordance with all applicable terms of this Agreement, unless otherwise provided in the Schedules.

2.12 The Owner does hereby agree to indemnify and save harmless the Town from any liability for the cost of the Works described in any of the Schedules.

2.13 "Should deeply buried archaeological remains/resources be found on the property during construction activities, all activities impacting archaeological resources must cease immediately, notify the Archaeology Programs Unit of the Ontario Ministry of Heritage, Sport, Tourism and Culture Industries (416-212-8886) and a licensed archaeologist [owner's archaeology consultant] is required to carry out an archaeological assessment in accordance with the Ontario Heritage Act and the Standards and Guidelines for Consultant Archaeologists.

In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services in Toronto (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, MTCS should also be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act."

2.14 The Owner agrees to provide an undertaking to the Town agreeing that a properly executed copy of the transfer of lands to the municipality will be deposited to the Clerk concurrently with the registration of the final plan of subdivision.

2.15 The Owner agrees to comply with Niagara Region's current Corporate Policy for waste collection and complete the Application for Commencement of Collection.

2.16 The Owner agrees to enter into a separate agreement with Niagara-on-the-Lake Hydro for the provision of hydro services for the development.

3 CONVEYANCES AND DEDICATIONS OF LAND FOR MUNICIPAL AND OTHER PURPOSES

3.1 Any dead ends and/or open sides of roads created by the Subdivision shall be terminated in 0.3 metre Reserve Strips. The Owner shall convey to the Town, free of all encumbrances, 0.3 metre Reserve Strips, which are described in **Schedule "C"**, forthwith after registration of this Agreement.

3.2 The Owner shall convey to the Town, free of all encumbrances, any daylighting triangles as may be required by the Town.

3.3 The Owner shall convey to the Town, free of all encumbrances, all dedications, which are described in **Schedule "C",** forthwith upon registration of this Agreement.

3.4 All roads, which are described in **Schedule "C",** shown on the Plan of Subdivision shall be dedicated by the Owner to the Town as public highways and all such public highways shall be named to the satisfaction of the Town prior to the registration of the Subdivision.

3.5 The Owner shall convey to the Town, the easements in, over, along and upon such parts of lands described in **Schedule "C"**, forthwith upon registration of this Agreement. The Owner further agrees that no land affected by any such easement shall be sold, transferred or encumbered unless made subject thereto.

3.6 The Owner shall convey to such public utility company or commission, as the Town may direct, easements as required for utility or drainage purposes in, over, across and under the Lands. All such grants of easement shall be in a form satisfactory to those for whom they are intended.

3.7 The Owner shall obtain and convey to the Town such further easements that, at the sole discretion of the Director of Operations, are required for the construction of the Works to be constructed pursuant to this Agreement.

3.8 The Owner agrees to convey a strip of land to the Town that is 3.05 metres in width along the full frontage of the subject lands along Line 2 Road for the purposes of road widening, as shown on the Draft Plan of Subdivision, to the satisfaction of the Director of Operations.

3.9 The Owner shall transfer the lands referred to in this Section in a neat and tidy condition, free of all debris and trash and with all necessary improvements completed to the satisfaction of the Town.

3.10 "If easement(s) are required to service this development and any future adjacent developments, the owner will provide all easement(s) to Enbridge Gas at no cost."

4 ENGINEERING AND INSPECTION

4.1 The Owner shall, with the approval of the Town, retain or employ a competent and qualified Consulting Engineering Firm licensed in Ontario, to carry out any professional engineering services required herein, in accordance with the Town's Municipal Engineering Standards, and approved by the Director of Operations. The Consulting Engineering Firm shall undertake and/or prepare and execute the following:

(a) Design brief including the following:

(i) Geotechnical Report;

(ii) Calculations for pipe strength and bedding requirements;

(iii) Sanitary sewer design calculations including standard form;

(iv) Storm sewer design calculations including standard form;

(v) Watermain design calculations/analysis;

(vi) Pavement/roadway design calculations/analysis;

(vii) Stormwater Management calculations/analysis; and,

(viii) Traffic impact study.

(b) Detailed estimates of costs;

(c) Plans, profiles and specifications for the Works;

(d) A Geodetic Bench Mark at such locations required by the Director of Operations;

(e) Applications for submission to the necessary authorities for approval of the Works prior to their construction;

(f) Call tenders for the Works, analysis of bids and recommendations to the Owner including the provision of adequate bonding or other security for the performance of all Works;

(g) Construction layout of the Works;

(h) Provide full-time competent field supervision of the construction of the Works to the satisfaction of the Director of Operations;

(i) Maintain all records of the installation or construction of the Works and submit a copy to the Director of Operations;

(j) Supply the Town with a set of "as constructed" drawings showing all Works, in PDF and AutoCAD formats, to the satisfaction of the Director of Operations prior to the full release of securities;

(k) Review and approve individual lot grading submissions prior to the issuance of a Building Permit for the Lot under review. Further, co-ordinate all grading activity within the Subdivision, and provide Grading Conformance Certificates for all Lots and blocks within the Subdivision in the Town's standard form for grading plan, prior to the issuance of the Final Certificate of Completion of Services; and,

(l) Supply the Region with a set of the "as constructed" drawings showing all Works, in PDF and AutoCAD formats, to the satisfaction of the Region.

4.2 The Owner shall ensure that the Consulting Engineering Firm files forthwith after the execution of this Agreement, with the Director Operations, a written undertaking outlining the following:

(a) That the firm does not have any direct or indirect monetary interest in the proposed development contemplated by this Agreement;

(b) That the firm has been authorized in writing by the Owner to perform the services set forth in **Section 4.1**;

(c) That the construction of the Works will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement;

(d) That all phases of the Works are subject to prior approval of the Director of Operations; and,

(e) That, when requested by the Director of Operations, the final drawings, inspections and testing reports shall be forwarded to the Director of Operations.

4.3 The Owner shall be liable for any loss, costs or damages arising out of or attributable to failure by the Consulting Engineering Firm to provide or fulfil the requirements set forth in Sections 4.1 and 4.2 herein and any other requirements arising from the performance of the Consulting Engineering Firm's obligations pursuant to or arising from this Agreement. Prior to any construction of Works, the Consulting Engineering Firm shall provide to the Town proof, satisfactory to the Town, of the Consulting Engineering Firm's liability coverage for the minimum amount of Two Million ($2,000,000.00) Dollars per occurrence, auto coverage for the minimum amount of Two Million ($2,000,000.00) Dollars per occurrence, Professional Liability coverage for the minimum amount of Two Million ($2,000,000.00) Dollars per occurrence and

that it has errors and omissions insurance in the amount of Two Million ($2,000,000.00) Dollars per occurrence.

4.4 The Owner shall pay the full cost of all inspections and testing, including geotechnical, and all corrective work called for herein and required by emergency conditions, whether performed by the Owner and its agents or performed by the employees or consultants of the Town including overhead. An inspector or inspectors will be assigned to the Lands by the Director of Operations on either a full-time or part-time basis, as deemed appropriate by and at the sole discretion of the Director of Operations, during installation of the Works, regardless of who designs the Works. The costs of all Works, testing and inspections done by such inspector or inspectors, shall be solely at the expense of the Owner. The Owner agrees to obey all orders and directives made pursuant to this **Section 4.4.** by the Director of Operations.

4.5 The Regional Public Works Department shall have the right to inspect and approve all Works over which it has jurisdiction and this **Section 4** shall be applicable with necessary modifications to such inspection and approval.

4.6 The Consulting Engineering Firm shall be required to certify the conformity of the completed Works with submitted and approved drawings. A copy of the said certification shall be provided to the Town.

4.7 The Owner shall obtain from the Ministry of the Environment, Conservation and Parks an Environmental Compliance Approval under the Transfer of Review Program for the necessary servicing (sanitary sewer and storm water drainage) for the development prior to final approval for registration.

Note: The design of any new stormwater management system should be submitted directly to the Ministry of the Environment, Conservation, and Parks, Toronto office, for an Environmental Compliance Approval.

4.8 The Developer shall be required to submit a completed Form One, Record of Watermains Authorized as a Future Alteration as published by the Ministry of the Environment, Conservation and Parks and engineering drawings, prepared by a Professional Engineer, to the Town Operations Department for review and approval in accordance with the Town's Drinking Water Works Permit. The design must satisfy the design criteria set out in the Ministry of the Environment, Conservation and Parks publication "Water Main Design Criteria for Future Alterations Authorized under a Drinking Water Permit – June 2012".

4.9 The Owner agrees that the detailed design drawings and calculations for the watermain system, sanitary sewer system and stormwater drainage systems required to service this proposal shall be submitted to the Town's Operations Department for review and approval. The Owner agrees that detailed design drawings and calculations for the watermain system shall be submitted to the Operations Department and Fire and Emergency Services for review and approval and shall include required fire flows and existing system flows calculations. The owner shall design the stormwater system to ensure that no adjacent properties are adversely affected.

4.10 The Owner agrees that all servicing plans and supporting reports will be subject to a peer review at the Owner's expense.

5 TENDERS AND CONTRACTORS

5.1 All contractors must be approved by the Director of Operations before commencement of any Works and the Director of Operations shall provide his reasons in writing should the proposed contractor not be recommended for approval.

5.2 Before commencement of any Works, the Owner shall provide documentary proof to the Town that the proposed contractor has sufficient and valid insurance liability policies for the minimum amount of Five Million ($5,000,000.00) Dollars per occurrence; a certificate from the Workplace Safety and Insurance Board showing that the contractor is in good standing; and, satisfactory evidence that the contractor

is qualified, experienced and has all necessary equipment to successfully complete the Works.

5.3 The Owner shall give seven (7) days' notice to the Director of Operations prior to the commencement of construction. The Owner agrees to hold a pre-construction meeting in accordance with the Town's Municipal Engineering Standards, prior to commencement of any Works contemplated by this Agreement. The Owner agrees that the Director of Operations must approve all construction entrances into the Lands, prior to commencement of any Works on the Lands. If construction ceases for twenty-eight (28) days or more, seven (7) days' notice must be given to the Director of Operations of any intention to resume construction. The Owner shall also provide a construction work schedule for the project to the Director of Operations. It is the responsibility of the owner, or his contractors, to notify adjacent and abutting property owners of the work schedule.

5.4 The Owner shall, before commencement of any Works, ensure that all contractors deposit with the Town a performance and maintenance bond guaranteeing to the Owner the completion of the Works and the maintenance thereof, for a minimum period of twenty-four (24) months after the Acceptance of the Works by the Director of Operations of all such construction. Bonds shall be in the amount of one hundred percent (100%) of the construction value of all Works and the form of the bond must be approved by the Director of Operations prior to the undertaking of construction of any Works contemplated by this Agreement.

5.5 The Owner shall, before commencement of any Works:

(a) Undertake a pre-condition survey of surrounding lands, as agreed upon by the Director of Operations at the pre-construction meeting noted in **Section 5.3**, for the purpose of identifying property and structures that may be susceptible to damage resulting from the Works; and,

(b) Provide to the Town a copy of the pre-condition survey completed to the satisfaction of the Director of Operations.

6 INSTALLATION OF SERVICES

6.1 General

(a) The Owner agrees that all sanitary sewer, watermain and storm sewer construction will be in accordance with current Town Specifications and subject to approvals from the Ministry of Environment, Conservation and Parks, the Town, and the Region of Niagara.

(b) The Owner shall remove any surplus or other material as may be designated by the Director of Operations and further, shall remove from the Lands any unkempt, diseased or infested trees, vines, bushes or weeds. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may have the same removed and the Owner agrees to pay to the Town the cost incurred thereby.

(c) The Owner shall not change or do any Works or carry out any activities that will prejudicially affect any natural watercourse or drainage ditch, without making full and proper provisions, to the satisfaction of the Director of Operations, for the continuance of such drainage facilities and the Owner shall be solely responsible for all loss or damages caused thereby and shall indemnify and hereby does save harmless the Town therefrom.

(d) The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any Public Utilities, including water, sewer, hydro-electric, gas or telephone, pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Director of Operations and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other Works and shall and hereby does indemnify and save harmless the Town therefrom. Notice of any

work to move or disturb any of the herein mentioned Public Utilities shall be provided to the Town and the Public Utility as the case may be.

(e) The Owner agrees to keep boulevards and easements clear and free of all material and obstructions, which might interfere with the installation or construction of telephone, gas, water, cable and hydroelectric installations, and other Public Utility works.

(f) The Owner shall not remove soil or permit any site alteration of the Lands without first obtaining written approval from the Director of Community and Development Services. The Owner further acknowledges that there is a Site Alteration By-law in effect in the Town with which the Owner must comply.

(g) The Director of Operations may have qualitative and quantitative tests made of any materials which have been, or are proposed to be, used in the construction of any Works required by this Agreement and the costs of such tests shall be paid by the Owner.

(h) The Owner agrees that the Works constructed by the Owner may be used, prior to Acceptance by the Town, for the purpose for which they are designed, subject to the approval of all other parties as may be required. Such use shall not constitute Acceptance of the Works and shall not relieve the Owner of any of its obligations.

(i) The Owner covenants and agrees to carry out all Works on the Subdivision in such a manner as to prevent erosion as well as earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened or onto the property of any other Person or Persons. If such earth, debris or other material is washed or carried onto such road, road allowance or highway, whether opened or unopened, or onto the property of any Person or Persons, the Town, its servants or agents, may at its sole and absolute discretion clean and remove such material, rectify any damage caused as aforesaid, and abate any nuisance created by the Owner. The cost of any such Works performed by or at the instructions of the Town shall be paid by the Owner on demand, and this cost may be paid out of any money the Owner may have deposited with or paid to the Town for any purpose whatsoever.

(j) The Owner shall provide the Town with written confirmation from any and all Public Utilities that satisfactory arrangements have been made for underground services in the Subdivision prior to final approval of the proposed Subdivision.

6.2 Roads

(a) The Owner shall construct all roads as shown on the Subdivision in accordance with the plans approved by the Director of Operations. The Owner agrees that no Works shall commence until such time as the designs, plans and specifications have been submitted to and approved by the Director of Operations in writing.

(b) The Owner agrees that the road entrance designs will be constructed to current Town standards and subject to Town inspection at the Owner's expense.

(c) All Works to be undertaken within the road allowance of Line 2 Road and Pierpoint Drive are subject to the prior approval of the Town. The Owner shall obtain an entrance work permit and utility installation permit from the Town prior to carrying out any Works within the Line 2 Road and Pierpoint Drive road allowance. The Owner shall, upon the completion of all Works, reconstruct and restore Line 2 Road and Pierpoint Drive to the satisfaction of the Director Operations.

(d) The Owner agrees to remove from all roads shown on the Subdivision, any trees, brush or other material as designated by the Director of Operations. The Owner shall rough grade to the Town's specifications, the full width of all roads as shown on the Subdivision prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Director of Operations and which is conducive to the interim drainage requirements of the Subdivision. The topsoil, so stockpiled, shall be used to grade the Lots and boulevards after construction thereon in accordance with the Grading Plan. No topsoil shall be removed from any of the Lands for any reason unless approved by the Director of Community and Development Services in writing. Further, the stockpile, or any open areas, are to be seeded to prevent erosion and assist with dust control.

(e) The Owner agrees to pave all driveways between the edge of the pavement of the street and to the property line and/or sidewalk as the case may be, for the Lots/blocks shown on **Schedule "B"** attached hereto.

(f) The Owner agrees that all proposed laneways are to be private, including maintenance of underground services as required.

6.3 Storm Drainage and Sanitary Sewers

(a) The Owner shall construct a storm drainage system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This drainage system shall be constructed in accordance with the design, plans and specifications approved by the Town. The Owner covenants and warrants that the storm drainage system will be designed and installed such that surrounding lands are not adversely impacted and that there is no increase in post development flows. The Owner shall ensure that any Lot or block or part thereof is filled with clean fill and graded so as to prevent the ponding of water on such Lot or block or part thereof, or the flooding of adjacent lots or properties.

(b) All rainwater leads shall discharge on the surface of front and/or rear lawns and away from the building and shall not be connected to the storm sewer laterals or the sanitary sewer laterals. House foundation drains shall be gravity connected to the storm sewers. Should sump pumps be required, they shall outlet to grade, unless otherwise approved by the Director of Operations.

(c) The Owner shall construct a sanitary sewer drainage system to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This sanitary sewer system shall be constructed in accordance with the design, plans and specifications approved by the Town. The Owner covenants and warrants that the sanitary sewer drainage system will be designed and installed in such a way that surrounding lands are not adversely impacted.

(d) The Owner shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director of Operations with the Town's standard service cards showing the location and depth of each sanitary sewer lateral and storm sewer lateral constructed to serve the buildings which are to be to be erected on the Lands.

(e) Upon completion of the Primary Services, the Owner shall have all storm sewer and sanitary sewer systems cleaned and flushed to the satisfaction of the Director of Operations.

(f) Prior to the placement of the base course asphalt, the Owner shall be responsible for carrying out an in-line inspection of all storm sewer and sanitary sewer systems, including all catch basin leads, by television as directed by the Director of Operations, and the report and video thereof shall be provided to the Town. In the event that results are not, in the opinion of the Director of Operations, satisfactory, then the Owner shall take such remedial steps

including re-televising the repairs as may, in the opinion of the Director of Operations, be required.

(g) Prior to the placement of the base course asphalt, the Owner shall have all sanitary sewer systems tested either by infiltration or by exfiltration and the method of testing shall be in the sole direction of the Director of Operations.

(h) Prior to the placement of the base course asphalt, the Owner shall have all sanitary sewer and storm sewer systems, which have been constructed using flexible piping mandrel tested to the satisfaction of the Director of Operations.

(i) Prior to the placement of the topcoat asphalt and prior to the issuance of Final Certificate of Completion of Services, the Owner shall have all sanitary sewer and storm sewers, including all catch basin leads, flushed and carry out an in-line television inspection of all sanitary sewer and storm sewers, to the satisfaction of the Director of Operations.

(j) The Owner agrees to mark the location of storm and sanitary laterals at property line with 1.2 metre markers painted white and green, respectively, and shall ensure the same is kept clear of debris, fill, equipment or material.

6.4 Watermains

(a) The Owner shall connect to the existing watermain system for the purpose of servicing the Lands in accordance with the design, plans and specifications approved by the Director of Operations.

(b) Upon completion of the Primary Services and prior to connecting to the Town's existing watermain system, the Owner shall have all watermains swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Director of Operations.

(c) The Owner shall supply the Town with standard service cards showing the location of the water lines serving each dwelling to be erected upon the Lots.

(d) The Owner agrees to place a plastic or burlap bag over all hydrants that are not actively in service.

(e) The Owner agrees to mark each valve box with a 1.2 metre marker painted blue and shall ensure the same is kept clear of debris, fill, equipment or material.

(f) The Owner agrees that no Person or Persons, except the Director of Operations or those acting under the Director of Operations authority, shall open or close any valve, or hydrant in any street main connected into and served by the Town's water system or interfere with the source in any manner.

(g) The Owner agrees to address fire flows requirements and any deficiencies and to construct the necessary system improvements to provide adequate water pressure and fire flows to the proposed development to the satisfaction of the Director of Operations and Fire Department prior to any approvals.

6.5 Public Utilities

The design and installation of all Public Utilities shall be at the sole cost of the Owner and shall be subject to the terms and conditions of the utility company or commission.

(a) "The Owner shall contact Enbridge Gas' Customer Connections department for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving."

(b) "If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner."

(c) "The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping."

6.6 Signage

The Owner shall provide and install all street and traffic control signs as approved by the Director of Operations.

6.7 Sidewalks

The Owner shall install sidewalks in accordance with the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004). The taking and release of securities for sidewalks shall be in accordance with the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004). Securities for sidewalks shall be deposited with the Town prior to execution of this agreement by the Town. For greater certainty, in regards to sidewalks only, in the event of any conflict between the terms of this agreement and the Town's Sidewalk Installation policy, the Town's Sidewalk Installation Policy for new developments (Policy No. CDS-PLG-004) shall prevail.

The Owner agrees to construct a concrete sidewalk along the full frontage of the subject lands along Line 2 Road in accordance with Town Policy CDS-PLG-004, "Sidewalk Installation – New Developments", or provide payment of cash for the future construction of said sidewalk, at the discretion and to the satisfaction of the Director of Operations.

The Owner shall pay to the Town the sum of **$6,771.53** in cash as a capital contribution to the future construction of sidewalks.

6.8 Geotechnical Report and Inspections

If required by the Director of Operations, the Owner shall prepare and submit to the Town prior to the installation of services, a report from an independent professional geotechnical soil consultant. The details to be included within the geotechnical soils report are to be reviewed and approved by the Town. The Owner agrees that the Director of Operations may increase the number and/or frequency of any inspections relating to the geotechnical report and the Owner shall pay the full cost of all such inspections.

6.9 Fencing

The Owner shall provide the following fencing:

(a) Fencing shall be provided for stormwater management facilities and parks in accordance with the Plans approved by the Director of Operations or his designate; and,

(b) Boundary fencing and privacy fencing, as required by and to the satisfaction of the Director of Community and Development Services or his designate.

7 WARNING CLAUSES

7.1 The Owner acknowledges and agrees to provide to the Region with a written undertaking that all offers and agreements of purchase and sale which may be negotiated prior to registration of this Subdivision, shall contain a clause clearly indicating that a servicing allocation for this Subdivision will not be assigned until the Subdivision is granted final approval for registration and any pre-servicing will be at the sole risk and responsibility of the Owner.

7.2 That the subdivision agreement between the owner and the Town of Niagara-on-the-Lake contain a clause prohibiting occupancy of the proposed dwellings prior to the owner receiving allocation of sanitary capacity for the proposed lots from Council, or prior to the Town receiving confirmation from the Niagara Region that the new Niagara-on-the-Lake Wastewater Treatment Plant is operational or identifying

available sanitary capacity from the existing Plant, all to the satisfaction of the Director of Community and Development Services.

7.3 The Owner acknowledges and hereby agrees to include, in all offers of purchase and sale agreements, the following clauses:

(a) "The lands are subject to the payment of development charges in accordance with the Region and Town Development Charge By-laws in effect at the time of payment. Development charges are payable prior to the issuance of a building permit".

(b) "If any change is made to the grading of the Lot, which in the opinion of the Town is contrary to the approved Overall Grading Plan for the Lot (a copy of which may be obtained from the Town), the Town may, at its sole discretion, enter upon the Lot and correct the grading deficiency and add the cost of effecting the correction to the assessment roll for the Lot. Such cost shall constitute a special lien upon the Lot and may be collected in the same manner, and with the same remedies, as municipal taxes."

7.4 The Owner acknowledges and hereby agrees that this development will receive mail delivery via lot line delivery to a rural mail receptable supplied by the Owner. The Owner further agrees to provide notice to prospective purchasers and/or tenants of the location of the rural mail receptable.

7.5 The Owner acknowledges and hereby agrees that an electrical distribution line operating below 50,000 volts might be located within the Subdivision or in the vicinity of the Lands. Pursuant to the section entitled "Electrical Hazards" in Part II and Section 188 thereunder of *Ontario Regulation 213/91 (amended to Ontario Regulation 627/05),* as amended, being the Regulation relating to construction projects and made under the *Occupational Health and Safety Act,* R.S.O. 1990, c. O.1 as amended, no object shall be brought closer than 3 metres to the energized conductor. The Owner agrees that it is the Owner's responsibility to be aware and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Regulation. The Owner acknowledges and hereby agrees that the electrical conductors could raise and lower without warning, depending on the electrical demand placed on the line. The Owner agrees to place warning signs on the wood poles supporting the conductors stating "Danger-Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

8 LANDSCAPING, LOT GRADING AND DRAINAGE

8.1 The Owner agrees to submit a Landscape Plan, showing at least one medium to large-scale street tree per lot and two street trees per corner lot, for urban design approval from the Town, to the satisfaction of the Director of Community and Development Services. Approval of the Landscape Plan must be obtained before entering into the subdivision agreement with the Town.

8.2 The Owner agrees to submit streetscape drawings for the proposed development for review and approval by the Town Operations Department before entering into the subdivision agreement with the Town.

8.3 The Owner agrees to submit a Tree Protection Plan for review and approval by the Town Operations Department regarding the protection and removal of any boulevard trees before entering into the subdivision agreement with the Town.

8.4 The Owner agrees to pay to the Town the sum of **$2,000.00** for the removed boulevard trees due to the limited space for replanting, prior to the execution of the subdivision agreement.

8.5 The Owner shall grade and place a minimum of one-hundred millimetres (100 mm) of topsoil, together with No. 1 nursery sod, on all portions of road allowances not covered by asphalt, sidewalks or gravel shoulder shown on the Subdivision, and along any side of the Subdivision abutting on adjacent existing streets. All sodding as

herein described shall be considered as part of the cost of construction of Secondary Services for the said Subdivision and shall be completed before October 15th in the year in which the dwelling is occupied when the dwelling is occupied prior to October 15th. When the dwelling is occupied after October 15th, the sodding shall be completed by no later than June 30th in the year following the date of occupancy. The Owner further agrees that no sodding shall be carried out between July 1st and August 31st, unless approval is given by the Director of Operations.

8.6 In order to maintain a high standard of amenity and appearance, the Owner shall retain the maximum number of existing trees as approved by the Director of Community and Development Services consistent with good design and conservation practices.

8.7 The Owner shall, upon completion of each dwelling on each of the Lots, lay No. 1 nursery sod and shall maintain all sod until it has become well established. All sodding as herein described shall be completed before October 15th in the year in which the dwelling is occupied when the dwelling is occupied prior to October 15th. Where the dwelling is occupied after October 15th the sodding shall be completed by no later than June 30th in the year following the date of occupancy. The Owner further agrees that no sodding will be carried out between July 1st and August 31st, unless approval is given by the Director of Operations.

8.8 If the Town determines that the Works outlined in **Section 8.5 and 8.7** have not been completed and the Owner does not complete the Works within fourteen (14) days of written notice to the Owner, the Town may have the Works completed and the Owner agrees to pay to the Town the cost incurred thereby.

8.9 The Owner shall provide one tree for each **Lot/Unit** and two trees for each corner Lot/Unit to be planted within the road allowance. Each tree shall have a minimum calliper of fifty millimetres (50 mm), to be planted so as not to interfere with sightlines, the municipal services or public utilities within the road allowance or the service connection to each dwelling. The Director of Operations shall approve the tree location and species.

8.10 Unless exempted by the Director of Operations, all lands conveyed to the Town shall be serviced, sodded and landscaped by the Owner, within eighteen (18) months from the date of registration of this Agreement or such extension of such time period as may be approved by the Director of Operations in writing.

8.11 The Owner agrees to submit an Overall Grading Plan and Erosion and Sediment Control Plan prepared in accordance with the Town's Municipal Engineering Standards to the Director of Operations for their respective review and written approval. The Owner further agrees to implement the Overall Grading Plan under the supervision of the Consulting Engineering Firm, to the satisfaction of the Town.

8.12 The Owner shall submit an Overall Grading Plan prepared in accordance with Town standards to be approved by the Town's Operations Department. The Owner shall also submit, at the time of building permit application, Individual Lot Grading Plans, to be approved by the Chief Building Official, which shall be prepared in accordance with the approved Overall Grading Plan. The Individual Lot Grading Plans shall provide that the maximum height of the concrete showing on the foundation walls of buildings shall not be more than 30.48 cm (12 inches) above the final approved grade elevation, and all construction shall be in accordance with the approved Overall Grading Plan.

8.13 Until the completion of all buildings on the Lots and blocks, the Owner shall ensure that the front yards, rear yards and side yards of each of the Lots and blocks are properly graded and completed to prevent the ponding of surface water on the Lots and blocks or on adjacent lands.

8.14 All drainage ditches, or drainage depressions within the Subdivision shall be final graded and maintained with approved sediment control devices, as shown on the approved Overall Grading Plan, prior to the issuance of the Preliminary Certificate of Completion of Primary Services and the said surface drainage Works shall be

sodded, including Sodded Swales, prior to the occupancy of any dwelling in accordance with the requirements of the Director of Operations. If the Town determines that the said surface drainage Works have not been maintained and the Owner does not repair the Works within three (3) days of written notice to the Owner, the Town may have the Works repaired and the Owner agrees to pay to the Town the cost incurred thereby.

8.15 The stormwater management works shall be constructed in accordance with the design and plans approved by the Town, and the Owner shall be responsible to ensure that the construction of the Works is carried out in accordance with the "Storm Water Management Planning and Design Manual, March 2003", "Stormwater Quality Guidelines for New Development, May 1991" and "Ministry of the Environment" (collectively the "Manual and Guidelines") as revised or replaced from time to time. The Owner shall ensure that its contractors carry out adequate controls in conformity with the said Manual and Guidelines. The Director of Operations shall provide the final directive as to interpretation of the requirements of the Manual and Guidelines should questions or conflicts arise. Failure of the Owner to comply with the Manual and Guidelines and to implement the requirements therein may result in the necessary controls being carried out by the Town with all associated costs charged back to the Owner. Any related damages to downstream or adjacent landowners for failure of the Owner's contractors to comply with the Manual and Guidelines or to implement proper controls shall be the sole responsibility of the Owner.

8.16 If, after the Town accepts the Individual Lot Grading Plan as satisfactory, a change is made to the grading of a Lot or block by the Owner which, in the opinion of the Town, is contrary to the Individual Lot Grading Plan, the Town may, at its sole discretion, enter upon the said Lot and correct the grading deficiency. The Town may then, after having corrected the grading deficiency, either charge back the cost thereof to the Owner or add the cost of effecting the correction to the assessment roll for the Lot or block and such cost shall constitute a special lien upon the Lot and may be collected in the same manner, and with the same remedies, as municipal taxes.

8.17 The Town may, upon the written application of the Owner or any subsequent owner of any Lot or block authorize an amendment to the Overall Grading Plan. Before granting such an amendment, or as a condition of granting the amendment, the Town may impose such terms and conditions on the Owner or subsequent owner as it deems appropriate. Forthwith upon the granting of any amendment, the Director of Operations shall make such changes in the Overall Grading Plan as are necessary to give effect thereto and shall ensure that any terms or conditions of the granting of the amendment are fulfilled.

8.18 Forthwith after the completion of all buildings or structures constructed pursuant to a Building Permit on any Lot or block, the Chief Building Official shall require the Owner to submit a Grading Conformance Certificate, that certifies conformity with the Overall Grading Plan and a surveyor's plan or certificate indicating the location of all buildings or structures and the grade levels of the Lot or block.

A final lot Grading Conformance Certificate may be delayed for a period of not greater than six (6) months for any dwelling occupied after October 15th of any year.

If the Chief Building Official is not satisfied, he may either:

(a) Require the Owner to make alteration(s) to such Lot or block into substantial conformity with the Overall Grading Plan; or,

(b) Require an amendment to the Overall Grading Plan under **Section 8.13**.

In every such case the Chief Building Official shall not approve the certificate until he is satisfied that the Lot or block substantially conforms to the Overall Grading Plan or the amended Overall Grading Plan as the case may be.

8.19 The Owner covenants and agrees that the provisions of this Section are to constitute a separate registered restriction on title to every Lot and block on the Plan of Subdivision (except for the lands mentioned in **Schedule "C"** attached hereto and

forming part of this Agreement) and agrees to execute and register all further documents required for the purpose of carrying out the intent of this Section before selling or further encumbering any such Lot or block.

8.20 The Owner shall cooperate with the Town in registering the following covenant on title to each of the Lots and blocks within the Subdivision:

"No person shall interfere with the drainage swales or surface drainage pattern on the Lot or block without explicit written permission from the Town. All swales are for drainage purposes and it shall be the responsibility of the Owner to maintain drainage across the Lot or block in accordance with the approved Overall Grading Plan. Should the Town find it necessary to enter upon the Lands to undertake any inspection of any Works with regard to any drainage works, the Town shall have such rights as are prescribed by the Agreement dated the _____ day of ____, 2020 and registered on the _____ day of ____, 2020, particularly **Section 8**."

Such registration shall occur at the time of, or immediately after, registration of the Agreement. The Owner shall provide documentary proof to the Town that such covenant has been registered on title to each of the Lots and blocks within the Subdivision.

8.21 It is agreed and understood that the Owner and the Town shall have the right to enter upon the Lands from time to time, prior to Acceptance by the Town, to undertake any grading works which may be deemed necessary by the Chief Building Official in order to ensure compliance with the Overall Grading Plan. In the event that the Town finds it necessary to undertake any drainage works, the cost of any such Works performed by the Town shall be paid by the Owner upon demand and this cost may be paid out of any money the Owner may have deposited or paid to the Town for this purpose. It is agreed and understood that should the Town find it necessary to enter upon the Lands to undertake any drainage works that the Town shall proceed with reasonable care and shall not be responsible for the final restoration of any property including fences, gardens, landscaping, etc. The Town shall have no further responsibility with respect to grading upon Acceptance of the Subdivision by the Town.

8.22 Except as outlined in **Section 6.9** in this Agreement, no fences shall be erected on any Lot or block until a final Lot Grading Conformance Certificate has been submitted to and approved by the Chief Building Official pursuant to **Section 8.18** herein.

8.23 The Owner acknowledges and agrees that no structures are permitted on any part of the Lands, which are subject to an easement in favour of the Town. If any structures are so erected, the Town shall not be responsible or liable for any damage to any such structures, including but not limited to fences arising out of the Town's access in, under or along any easement lands pursuant to its rights.

8.24 The Owner shall advise all builders and subsequent purchasers with respect to all of the terms, conditions and requirements of this Agreement, with particular regard to, but not limited to, the provisions of this **Section 8**.

8.25 Unless otherwise approved or required by the Town, the Owner, hereby irrevocably undertakes not to alter the grades or remove trees or other vegetation from the Lands until such time as the Chief Building Official has agreed in writing to such alteration or removal and the Director of Operations has approved an Overall Grading Plan, or an amendment to the Overall Grading Plan as may be necessary, pursuant to the terms of this Agreement.

8.26 The Owner shall install, inspect and maintain all required erosion and sedimentation measures for all the four (4) lots throughout the construction period, to the satisfaction of the Town.

9 COMPLETION OF SERVICES

9.1 Primary Services

(a) The Owner shall proceed with the installation or construction of the Works required in Phase 1 hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of this Agreement. The Owner shall proceed with the installation or construction of the Works in Phase 2 within one (1) year of the date of the Final Certificate of Completion of Services in Phase 1, and shall commence construction of Primary Services on Phase 3 within one (1) year of Final Certification of Completion of Services in Phase 2. The Director of Operations may extend the time for completion of the Primary Services, as he may deem expedient upon the written application of the Owner.

(b) The Owner agrees that if construction has not been commenced within one (1) year of the registration of this Agreement or in the opinion of the Town where construction is substantially suspended or discontinued for a period of more than one (1) year, the Town may refuse to issue any further approvals or Building Permits under the terms of this Agreement or, may revoke any existing approvals or building permits issued to the Owner pursuant to the terms of this Agreement, and may require the execution of a new Agreement.

(c) The performance by the Owner of its obligations in this **Section 9.1**, to the satisfaction of the Town and the Director of Operations shall be a condition precedent to the Acceptance by the Town of the Works.

(d) Prior to the issuance by the Town of the Preliminary Certificate of Completion of Primary Services, the Owner shall:

(i) Provide the Director of Operations with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Operations, that all accounts for the installation, construction and maintenance of the Primary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Primary Services; and,

(ii) Provide the Director of Operations with a Certificate signed by the Consulting Engineering Firm certifying that the Primary Services have been fully completed, inspected, tested and maintained in accordance with the provisions of this Agreement hereof, with the standards and specifications of the Town, and with the approved plans and specifications as approved by the Director of Operations.

(e) Upon the completion by the Owner, to the satisfaction of the Director of Operations, of the installation or construction of all of the Primary Services and upon the satisfaction by the Owner of all other relevant requirements herein, the Director of Operations shall provide the Owner with a Preliminary Certificate of Completion of Primary Services.

9.2 Secondary Services

(a) All Secondary Services, except sodding as noted in **Sections 8.5 and 8.7**, shall be completed within eighteen (18) months after the date of the issuance of the Preliminary Certificate of Completion of Primary Services. Once started, the Owner shall proceed with construction expeditiously until the Secondary Services are completed.

(b) The Director of Operations may extend the time for completion of the Secondary Services for such length of time, as he may deem expedient upon the written application of the Owner and the written approval by the Director of Operations.

(c) Prior to the issuance by the Town of the Preliminary Certificate of Completion of Secondary Services, the Owner shall:

(i) Provide the Director of Operations with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Operations, that

all accounts for the installation, construction and maintenance of the Secondary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Secondary Services; and,

(ii) Provide the Director of Operations with a Certificate signed by the Consulting Engineering Firm certifying that the Secondary Services have been fully completed, inspected, tested and maintained in accordance with the provisions of this Agreement hereof, with the standards and specifications of the Town, and with the approved plans and specifications as approved by the Director of Operations.

(d) Upon the completion by the Owner, to the satisfaction of the Director of Operations, of the installation or construction of all of the Secondary Services and upon the satisfaction by the Owner of all other relevant requirements herein, the Director of Operations shall provide the Owner with a Preliminary Certificate of Completion of Secondary Services.

(e) The Town will issue a Final Certificate of Completion of Services upon expiry of a one-year maintenance period following the issuance of the Preliminary Certificate of Completion of Secondary Services, and provided all outstanding deficiencies have been resolved to the satisfaction of the Director of Operations. See **Section 10.6.**

10 MAINTENANCE AND ASSUMPTION OF THE WORKS

10.1 The Town agrees to snow plow and sand all paved roads in the Subdivision upon completion by the Owner of the base coat of asphalt, and when all frames and covers for the catch basins, manholes and water valves have been set at the same elevation as the base coat of asphalt so that they will not interfere with the Town's snowplowing operations, and when a minimum of one new dwelling is occupied with frontage on a new road in the subdivision. The extent of snow plowing within the subdivision shall be at the discretion of Director of Operations. The Owner agrees that any service provided by the Town, prior to Acceptance of the roads by the Town, shall not be deemed acceptance of the roads.

10.2 The Owner shall, at its own expense and to the satisfaction of the Director of Operations, repair and maintain all Works required to be installed or constructed pursuant to this Agreement for the minimum period of one (1) year from the date of completion of Secondary Services and issuance of Preliminary Certificate of Completion of Secondary Services. The maintenance period shall apply to both Primary and Secondary Services.

10.3 The Town shall, notwithstanding the obligations of the Owner to maintain all Works set out in this Agreement, have the right to enter on the Lands and carry out the necessary maintenance and repairs:

(a) Without notice to the Owner where, in the sole opinion of the Director of Operations, an emergency condition exists or where the streets have not been kept free of mud, dust and building materials, as per the Town's Street Cleaning Policy; and,

(b) Where repairs to or maintenance of the Works have not been completed within twenty-four (24) hours after a notice requiring such repairs or maintenance has been forwarded to the Owner.

10.4 The cost of any repair to or maintenance of the Works undertaken by the Town pursuant to the provisions hereof shall be borne by the Owner and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account has been forwarded to the Owner. If the Owner fails to pay the amount due to the Town within such thirty (30) day period, then the Town may, and is hereby expressly authorized by the Owner to, deduct the amount owing to it for such repairs or maintenance from any monies or letters of credit deposited by the Owner with the Town pursuant to the

provisions hereof, or to add such sum to the assessment roll for the Lands and collect such monies in the same manner and with the same priority and remedies as taxes.

10.5 The Owner agrees that the decision of the Director of Operations regarding required repairs or maintenance to the Works or an emergency state requiring immediate repair or maintenance to such Works shall be final, conclusive and incontestable.

10.6 After expiry of the maintenance period provided for in **Section 10.2** herein, and provided that all Works required to be constructed, installed or done by the Owner have been completed to the satisfaction of the Town, the Town will issue a Final Certificate of Completion of Services, upon the application of the Owner, and provided that the following items have been submitted to and approved by the Director of Operations:

(a) A Statutory Declaration in a form satisfactory to the Director of Operations stating that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of all the Works or any of them;

(b) A certificate signed by the Consulting Engineering Firm certifying that all the Works have been fully completed, inspected, tested and maintained in accordance with the provisions herein and the standards and specifications of the Town and the plans as approved by the Director of Operations;

(c) The "as constructed" final drawings in AutoCAD and PDF formats showing each of the Works as constructed; and,

(d) The certificate of a registered Ontario Land Surveyor certifying that he has currently found and replaced, as necessary, all pins or standard iron bars as shown on the Subdivision.

The Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director of Operations, the Owner is in default of his obligations to repair, construct or maintain any of the Works pursuant to this Agreement.

10.7 The issuance by the Town of the Final Certificate of Completion of Services may be withheld until eighty percent (80%) of the Lots have been built upon, Occupancy Permits have been issued and Grading Conformance Certificates for the Lots have been approved by Building Department.

10.8 The issuance by the Town of the Final Certificate of Completion of Services shall not relieve the Owner, its successors and assigns from the covenants and obligations imposed under this Agreement, which covenants and obligations shall continue to bind the Owner of the Lands for the time being.

10.9 Upon the expiry of the minimum maintenance guarantee period referred to in **Section 10.2** herein, and so long as the Director of Operations is satisfied that no deficiencies exist which require rectification and the extension of the maintenance guarantee period, the Director of Operations may, following the issuance of the Final Certificate of Completion of Services, present to Council an Assumption By-law for Council's consideration with a recommendation that some or all of the Works be Assumed by the Town. Upon the Assumption of the Works the same shall vest in the Town and the Owner shall have no right, title or interest therein. Notwithstanding anything else contained in this Agreement, the Town may, at any time, pass any by-law or take whatever steps are necessary to Assume the Works and services and the same shall so vest in the Town as provided for in this paragraph.

11 BUILDING PERMITS AND OCCUPANCY OF BUILDINGS

11.1 No Building Permit shall be issued, nor excavation started on any Lot until:

(a) The Subdivision has been registered and all registrations on title to the Lands and conveyancing documents and any other documents required by this Agreement have been completed;

(b) The Primary Services have been installed to the satisfaction of the Director of Operations, and the Preliminary Certificate of Completion of Primary Services has been issued. For the purpose of this **Section 11.1**, the Director of Operations may permit the completion of Primary Services in phases;

(c) A Plot Plan/Site Plan has been deposited with and approved by the Town;

(d) An Individual Lot Grading Plan for the subject Lot or block has been deposited with and approved by the Chief Building Official. The Individual Lot Grading Plan shall be prepared in accordance with the Town's current policies and standards.

(e) A declaration has been provided by the Consulting Engineering Firm certifying that the Lands have been graded in accordance with the Overall Grading Plan deposited with and approved by the Director of Operations;

(f) Any default pursuant to the provisions of this Agreement has been resolved;

(g) All required financial deposits and financial guarantees, including maintenance deposits in the amounts and forms satisfactory to the Town, are deposited with the Town to complete all Works specified in this Agreement and shown on the approved drawings;

(h) Any required Works for noise abatement have been affected;

(i) The application for the Building Permit has complied with all other relevant by-laws, regulations and lawful requirements pertaining to the issuance of such permit;

(j) Prior to the issuance of a building permit, the building permit materials shall receive urban and architectural design review and approval from the Town, to the satisfaction of the Director of Community and Development Services.

(k) Development charges have been paid;

(l) The building for which the Building Permit application is made is located within an approved and registered portion of the Subdivision;

(m) All regulatory traffic control signs and street name signs have been installed; and,

(n) That a completed entrance permit application has been submitted to, and approved by the Town's Operations Department.

11.2 Notwithstanding **Section 11.1** above, a Conditional Building Permit may be issued for the construction of dwellings, constituting not more than one (1) lot, provided that the dwellings can neither be sold nor occupied as a residence until primary services are provided and all conditions of the permit and this section have been met. Any permissions granted by the Model Home Agreement shall be included in the Conditional Building Permit for the one (1) lot. It is acknowledged by the Developer that the Conditional Building Permit is issued pursuant to the Building Code Act and to the satisfaction of the Chief Building Official and the Director of Community and Development Services. The Conditional Building Permit deposit required per lot or block shall be at the current applicable rate.

11.3 The owner of a Lot shall, in addition to paying the Building Permit fee:

(a) Pay the amount of the development charges which are applicable at the time of application for Building Permit;

(b) If required, pay the amount of the cash in lieu of lands for parks purposes pursuant to **Section 12**;

(c) Deposit with the Town at the prevailing rate per unit, an amount which is used to ensure the following:

(i) The provisions of the Overall Grading Plan;

(ii) The location of the building is in accordance with the Plot Plan/Site Plan, construction drawings and the Ontario Building Code, and the Town's Zoning By-law;

(iii) Conformance with building requirements required by other agencies;

(iv) The sodding of the Lots;

(v) The surfacing of the driveway, at the discretion of the Town;

(vi) To cover costs for damages to Primary or Secondary Services; and,

(vii) To ensure that the Lands are kept clean so that refuse, rubbish, dust or debris is not scattered on abutting streets or properties.

11.4 The deposit required in **Section 11.3(c)** is intended as a form of security from the applicant for a Building Permit for due observance and performance of all applicable provisions of this Agreement, and is not to be construed as payment for any work described in this **Section 11**, nor as imposing any obligation on the Town to undertake such work. The deposit is refundable, without interest to such applicant in accordance with **Section 11.5,** and may be forfeited in accordance with **Section 11.6**.

11.5 Prior to the issuance of any Building Permit, the Owner shall provide to the Chief Building Official the following:

(a) A certificate from the Consulting Engineering Firm indicating which Lots and /or blocks will result in buildings being constructed on fill exceeding 1.2 metres from the original grade;

(b) For approval, foundation drawings prepared by a Professional Engineer for all buildings to be built on Lots or blocks mentioned in the certificate required by **Section 11.5 (a);** and,

(c) A certificate from the Consulting Engineering Firm indicating which Lots and/or blocks will require sump pumps.

11.6 The owner of the deposit may, at any time after completion of the Works authorized by the Building Permit and before the deposit is forfeited under, apply for a refund of the deposit and the Town shall refund the deposit, without interest to such owner, provided that the application is accompanied by evidence that the provisions of **Section 11.3(c) (i) through 11.3(c)(vii)** inclusive have been complied with to the satisfaction of the Chief Building Official and that:

(a) An Occupancy Permit has been issued under **Section 11.8** and a Final Inspection has been completed and approved;

(b) A Grading Conformance Certificate has been approved pursuant to **Section 8.18**;

(c) All damage to Primary or Secondary Services incurred during the course of construction of the Works has been repaired, or adequate provision made therefore;

(d) A legal survey has been submitted showing the building as located on the land; and,

(e) A Final Inspection has been completed and the Building Permit has been closed.

11.7 Where, for any reason a deposit has not been refunded within two (2) years after being lodged with the Town pursuant to **Section 11.4**, the Treasurer shall notify the depositor of the fact and warn him that the deposit is subject to forfeiture thirty (30) days after the giving of notice. Notification by the Town will be at the last known address of the depositor. If through no fault of the Town, the deposit remains unrefunded after the expiry of the thirty (30) day period, the Treasurer may, without further notice, declare the deposit as forfeited, whereupon the deposit shall become the property of the Town free of all claims by the Owner hereof or anyone claiming through or under him. After such forfeiture, the deposit may be credited to the Town's general revenues and may be applied for any municipal purposes, which the Treasurer may deem advisable, including but not limited to the performance of any Works or repairs for which the deposit was originally taken as security.

11.8 No dwelling on any Lot shall be occupied until:

(a) A Preliminary Certificate of Completion of Primary Services has been issued by the Director of Operations;

(b) All work in connection with such building or structure has been completed in accordance with the conditions of the Building Permit and any applicable Site Plan/Plot Plan;

(c) All Sodded Swales have been constructed to the satisfaction of the Director of Operations;

(d) All necessary Public Utilities are completed and installed to such building or structure;

(e) An Occupancy Permit has been issued by the Chief Building Official;

(f) A water meter has been installed, and the curb stop has been installed to grade; and,

(g) All fencing required by **Section 6.9** has been completed to the satisfaction of the appropriate Director or his designate.

11.9 After the issuance of an Occupancy Permit, the dwelling mentioned herein may be permanently used or occupied.

11.10 In any case where, at the time of the application for any Occupancy Permit, it appears that one (1) or more utilities are incomplete or unavailable for reasons beyond the control of the Owner, the Town may, at its discretion, issue an Occupancy Permit notwithstanding failure of compliance with **Section 11.8** but subject to the following conditions:

(a) The building meets the occupancy regulations of the Ontario Building Code and external cladding of the building has been completed;

(b) The applicant shall acknowledge and accept in writing the unavailability of the particular utility or utilities, which shall be specified;

(c) The applicant shall indemnify the Town from all liability for any loss, costs or damages arising out of the lack of every such unavailable utility; and,

(d) The Occupancy Permit and every certificate thereof shall contain a statement to the following effect: "(name of utility_____) service not available at the time of issue of permit; the Town accepts no responsibility for the unavailability of such service or any consequences or damages that may follow from the unavailability of such service".

11.11 No Occupancy Permit shall authorize or be deemed to authorize any use or occupancy contrary to the provisions of the Building Permit or any applicable Zoning By-law.

11.12 The provisions of this **Section 11** are intended to be in support of and complementary to the provisions of any applicable Municipal or Provincial Building Code, development control by-law, and other like statutes, regulations and by-laws in force for the time being. In the case of a conflict between any provisions of this Section and the corresponding provisions in any such code, bylaw, statute or regulation, the latter provision shall prevail.

12 PARKLAND DEDICATION/CASH-IN-LIEU/PARKLAND DEVELOPMENT

Prior to the issuance of a Building Permit, the Owner agrees to pay five percent (5%) of the value of the lands, excluding the proposed lot containing the existing dwelling (Lot 2), to the Town in lieu of lands for parks purposes pursuant to the provisions of The *Planning Act.* The Owner will submit an appraisal to the Town to determine the value of the Lots and/or blocks pursuant to *The Planning Act.* The Town will update the appraisal on a yearly basis and the Owner agrees to reimburse the Town for any subsequent yearly appraisal.

13 ZONING

The Owner agrees to comply with the applicable standards and regulations of Zoning By-law No.4316-09, as amended from time to time, or any successor zoning by-law as it applies to the Lands and the Lots.

14 INSURANCE

Before commencing the construction of any Works, the Owner shall provide to the Town with evidence of a public liability insurance policy in a form satisfactory to the Town, in an amount of no less than five million dollars ($5,000,000.00) per occurrence, naming the Town as an insured party and indemnifying the Town and all of its employees, contractors, servants, agents, officials and Council members from any liability arising from claims for damage, injury or loss to Persons or property in connection with the work done or materials furnished by the Owner, its contractors, servants or agents under this Agreement and said policy shall not contain an exclusion for blasting. The Owner shall continue such insurance in force continuously throughout the term of this Agreement and shall submit evidence thereof satisfactory to the Town from time to time, as may be required, that all premiums on such policy or policies have been paid and that the insurance is in full force and effect. Furthermore, the Owner shall provide an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice being given to the Town. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be responsible to indemnify the Town pursuant to the terms of this Agreement.

15 LETTER OF CREDIT

15.1 A Letter of Credit, drawn upon a chartered bank or credit union in favour of the Town in the format as outlined in **Appendix 1**, and in the amount referred to in **Schedule "D"**, shall be provided to the Town at the time of the execution of this Agreement, and shall be held by the Town as security for the obligations of the Owner pursuant to any of the provisions of this Agreement. If in the opinion of the Director of Operations, at any time and from time to time, such amounts are required to be increased, the Owner shall pay such additional sum or provide such additional security as may be required as a result of such increase. In determining the sufficiency of the amount, regard need not be had solely to the particulars outlined in **Schedule "D",** but to the total cost of satisfying all of the obligations of the Owner pursuant to any of the provisions of the Agreement.

15.2 A Letter of Credit, as referred to in **Schedule "D"** shall be in a form acceptable to the Treasurer, a template of which is provided in **Appendix 1**, and shall contain the following provisions:

(a) The Letter of Credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without any limitations whatsoever;

(b) Drawings on the Letter of Credit shall be permitted upon presentation of a letter from the Town to the credit union or chartered bank claiming default by the Owner under the terms of this Agreement, and such default shall not be limited to the actions of the Owner;

(c) Partial drawings shall be permitted; and,

(d) If the Town has not determined the extent of the default or the amount required to rectify the default or compensate the Town or third parties as a result thereof, the Town may draw on the full amount of the Letter of Credit without any requirement to justify the amount of the Letter of Credit.

If the Town is not provided with a renewal of the Letter of Credit at least thirty (30) days prior to its date of expiry, the Town may forthwith draw the full amount secured and hold it upon the same terms that applied to the Letter of Credit.

15.3 The Director of Operations shall not consider any application for reduction of any Letter of Credit unless and until all of the Primary Services required by this Agreement have been fully completed to the satisfaction of the Director of Operations and a Preliminary Certificate of Completion of Primary Services has been issued.

15.4 The Director of Operations may, at such yearly or other intervals as he or she deems necessary, revise the estimated costs of Primary and Secondary Services and maintenance costs so as to reflect any existing or anticipated increase in costs at the time of such revision.

15.5 The Director of Operations shall embody his or her revised estimates in a written report certified by him, which shall be served on the Owner forthwith after its completion, and a copy of the report shall be furnished to Council.

15.6 Where the amount of any revised estimate exceeds the amount of the credit as established pursuant to **Section 15.1** of this Agreement which is on deposit with the Town for the same purpose, the report under **Section 15.5** shall state the amount of the excess and shall require the Owner to deposit such amount with the Town within twenty-one (21) days after the service of the report on the Owner. Such amount when deposited with the Town shall be added to the credit held for the same purpose.

15.7 Failure by the Owner to make the deposit required by **Section 15.6** within the time limited therefore, shall be deemed to be a failure by the Owner embodied in a written report or notice for the purposes of **Section 19** herein, which has not been remedied, and shall, without any further report or notice to the Owner, entitle the Council to resort to the remedies and powers set forth in **Section 19** herein.

15.8 The Owner expressly agrees that the Town shall have the right to utilize and cash any Letters of Credit for purposes of rectifying any and all defaults in any Works commenced under any provisions of, or in any payments required by this Agreement.

16 MAINTENANCE GUARANTEE

16.1 The cash deposit or Letter of Credit deposited by the Owner pursuant to **Section 15** herein shall, upon the completion of the Primary Services and upon the issuance of Preliminary Certificate of Completion of Primary Services by the Town, be reduced in accordance with **Section 15.3**. The Town will retain 10% of the original security for Primary Services, in addition to securities for Secondary Services and any other securities or deposits required by this Agreement. The Town will release the remaining security for Primary Services upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Primary Services.

16.2 The cash deposit or Letter of Credit deposited by the Owner pursuant to **Section 15** herein shall, upon the completion of the Secondary Services and upon the issuance of the Preliminary Certificate of Completion of Secondary Services by the Town, be reduced in accordance with **Section 15.4**. The Town will retain 10% of the original securities for Secondary Services, in addition to any remaining securities for Primary Services in **Section 16.1** above, and any other securities or deposits required by this Agreement. The Town will release the remaining securities for Secondary Services upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Services.

16.3 The Owner shall be conclusively deemed to be in default of this Agreement if, in the case of the cost of the Works or materials or the fees of the Consulting Engineering Firm, a lien against the Lands, or any part thereof, is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under the Agreement, a notice to that effect is forwarded to the Owner by the Director of Operations.

16.4 Upon the passing of the Assumption By-law in accordance with **Section 10** herein, the Town shall release all monies and other credits, or the amounts thereof remaining, to the Owner.

17 CAPITAL CONTRIBUTIONS

17.1 All development charges shall be paid prior to the issuance of a Building Permit for any Lot(s). The amount of the development charges shall be the amount which, at the time of payment, is imposed by the Town and the Region upon such Lot(s) in accordance with the relevant by-laws, as amended from time to time.

18 PAYMENTS TO THE TOWN

18.1 The Owner shall pay to the Town a fee for the preparation of this Agreement and shall pay an administration fee as outlined in **Schedule "D"** attached hereto. Inspection fees are not included under this paragraph and shall be paid by the Owner in accordance with **Section 4.4** herein. The Owner shall pay to the Town all legal fees associated with this Agreement. Legal fees and inspection fees will be billed to the Owner on a quarterly basis where applicable.

19 DEFAULT

19.1 Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Owner is in default. Notice of such default shall be given by the Town in writing to the Owner and, if the Owner does not remedy such default within such time, as provided in the notice, the Town may declare that the Owner is in final default under this Agreement and shall then forthwith give notice thereof to the Owner. Provided that if, in his or her sole discretion, the Director of Operations deems that the failure creates an emergency situation, then the Town can effect the remedies available to it in this Section of the Agreement, without notice to the Owner and without complying with any of the provisions of this Agreement regarding notice to the Owner.

Upon notice of default having been given, the Town may require all Works by the Owner, its servants, independent contractors and subcontractors to cease (other than any Works necessary to remedy such default) until such default has been remedied and, in the event of final default, all Works as aforesaid may be required to cease. Upon final default of the Owner the Town may, at its option, adopt or pursue any or all of, but not be bound by or limited to, the following remedies:

(a) Have its employees, servants, agents and contractors enter upon the Lands to complete any Works, services, repairs or maintenance wholly or in part required herein to be done by the Owner, and recover the costs thereof from the Owner by action or, in the same manner and with the same priority and remedies as municipal taxes, or draw upon or cash any Letter of Credit or security available to it;

(b) Make any payment which ought to have been made by the Owner and upon demand recover the amount thereof from the Owner by action or, in the same manner and with the same priority and remedies as municipal taxes, or draw upon or cash, any Letter of Credit or security available to it;

(c) Retain any sum of money or cash and Letters of Credit heretofore paid or rendered by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any Works which the Town may undertake or to pay off any construction or other liens against the Lands attributable to work and materials supplied by the Town or others, or otherwise;

(d) Assume any Works at its option, whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration thereto;

(e) Bring action for damages or to compel specific performance of all or any part of this Agreement; and,

(f) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law or equity.

20 INDEMNIFICATION

The Owner hereby agrees, for itself, its successors and assigns to indemnify, save harmless and keep indemnified the Town, its successors and assigns from and against any and all manner of actions, suits, accounts, bonds, claims and demands whatsoever for any loss, charges, damages, injuries, expense or other liability whatsoever to any Person or to any property arising, accruing or happening before the issuance of the Final Certificate of Completion of Services under **Section 10.6** (or after the issuance of such Final Certificate of Completion of Services under **Section 10.6** if such loss, costs, charges, damages, injuries, expenses or other liability is directly or indirectly attributable to the error, nuisance, omission or negligence of the Owner) in connection with or arising out of anything done or omitted to be done by the Owner, his contractors, servants or agents pursuant to the terms of this Agreement.

21 CONSTRUCTION STANDARDS

It is agreed that any construction undertaken by the Owner pursuant to the terms of this Agreement which is not shown on the approved engineering drawings and specifications shall be in accordance with Town standards as interpreted by the Director of Operations.

22 REGISTRATION AND CLEARANCE LETTER

22.1 Council shall consider enacting a by-law authorizing the execution of this Agreement upon the Owner having satisfied all pre-requisites for execution of this Agreement by the Town, and without limiting the generality of the foregoing, the Owner has:

(a) Obtained and filed with the Directors of Operations and Community and Development Services all necessary approvals, consents and agreements;

(b) Obtained written approval from the Director of Operations for all plans and specifications;

(c) Obtained written approval of the following documentation:

(i) Draft of the proposed Subdivision for the Lands;

(ii) If required, a draft of the proposed Reference Plan setting out the Lands to be subdivided;

(iii) If required, a draft of the proposed Reference Plan providing legal descriptions for easements, transfers or other registerable instruments in, over, along and upon the lands situated outside the boundaries of

the proposed Subdivision; and,

(iv) If required, a draft of the proposed Reference Plan providing legal descriptions for easements, transfers or other registerable instruments in, over, along and upon the Lands situate within the boundaries of the proposed Subdivision (i.e. rear yard catch basins and leads);

(d) Posted all securities required by the terms of this Agreement or its Schedules;

(e) Delivered executed documentation and funds to register documents required by the terms of this Agreement or its Schedules;

(f) Delivered this Agreement duly executed by the Owner; and,

(g) Delivered all other required documentation and, without limiting the generality of the foregoing, includes a Certificate of Corporate status for the Owner, if applicable.

22.2 After the completion of the matters set out in **Section 22.1** above, and after the passage of a By-law authorizing the execution of this Agreement, the Owner shall register the following documentation:

(a) The approved Reference Plan setting out the Lands to be subdivided, if required; and,

(b) The approved Reference Plan providing legal descriptions for easements in, over, along and upon lands situate outside the boundaries of the proposed Subdivision.

Further, the owner shall deliver duplicate registered copies of the same, as outlined above, to the Town and the Town's Solicitor.

22.3 Upon the Owner having satisfied its obligations under **Section 22.2** above, the Town shall execute this Agreement.

22.4 Forthwith after execution of this Agreement by the Town, at the sole expense of the Owner, the Town's Solicitor shall register the following concurrently:

(a) This Agreement;

(b) All documentation related to the Agreement whether or not expressly required by this Agreement, including all easements situated outside the boundaries of the Subdivision and all documentation related thereto (i.e. postponement of charge, etc.); and,

(c) An inhibiting order requiring no further dealings on the Lands until the Subdivision has been registered on title.

22.5 After the registrations set out in **Section 22.4** have occurred and if all of the conditions have been met, the Town, as the approval authority, may declare that all conditions of the Town, as set out in the draft approval conditions, have been satisfied.

22.6 Within thirty (30) days after the Town has given final approval to the Subdivision, such Subdivision shall be provided to the Town to be registered on title. In the event that the Subdivision is not provided to the Town for registration within the time specified above, or within one (1) year from the date of the registration of this Agreement, whichever date shall first occur, the Town, at its sole discretion, may either:

(a) Upon receipt of a written application from the Owner including reasons why the extension is required, extend the time allowed for registration of the Subdivision, upon such terms and conditions as the Town may determine; or,

(b) Declare the Owner in final default.

22.7 Concurrent with the registration of the Subdivision, the Town's Solicitor shall register:

(a) All deeds/transfer of lands for Lands required to be conveyed to the Town pursuant to the terms of this Agreement;

(b) All other documentation related thereto (i.e. releases, partial cessations, etc.); and,

(c) An inhibiting order requiring no further dealings with specified Lots in, over, along or upon which the Town requires easements, transfers or other registerable instruments pursuant to the terms of this Agreement and the approved plans.

22.8 Forthwith after the registrations set out in **Section 22.7** have occurred, the Owner or its agent shall finalize and have approved by the Town and then register on title a reference plan(s) required for easements, transfers or other registerable instruments within the Subdivision to be conveyed to the Town.

22.9 Forthwith after receipt by the Town of duplicate registered copies of the reference plan(s) required by **Section 22.8**, the Town's Solicitor shall register all easements, transfers or other registerable instruments situated within the Subdivision.

22.10 The Owner shall not deal in any manner whatsoever with any Lot or block shown on the Subdivision until this Agreement, the Subdivision and all other documentation (i.e. transfers, easements, cessations of charge, inhibiting orders, reference plan, etc.) required by this Agreement have been delivered, approved and registered on title to the complete satisfaction of the Town's Solicitor.

23 SCHEDULES

23.1 All Schedules to this Agreement and all documentation referred to in the Agreement and Schedules (whether attached to this Agreement or not) shall form an integral part of this Agreement.

23.2 The Schedules to this Agreement are those marked respectively as **Schedule "A"** Description of Lands, **Schedule "B"** Draft 30M Plan of Subdivision, **Schedule "C"** Easements and Dedications, **Schedule "D"** Estimated Cost of All Works, **Schedule "E"** List of Engineering Drawings. The contents of these Schedules are to be read, interpreted and enforced as being part of this Agreement.

24 AMENDMENTS TO THIS AGREEMENT

24.1 Subsequent to the registration of this Agreement on title to the Lands, the Owner and the Town may amend, by mutual agreement, any of the terms of this Agreement, without being required to obtain the acknowledgement or consent thereto of any Person who becomes the heir, successor or assign of the interest of the Owner of the Lands or any part of the Lands described in **Schedule "A"** herein, provided that such amendment mutually agreed to by the Owner and the Town shall be reduced to writing and shall be registered on title of the Lands described in **Schedule "A"** herein or some of them, as may be applicable, and the Owner covenants with the Town, that the contents of this **Section 24.1** and the contents of any amendment mutually agreed to between the Owner and the Town, pursuant to the contents of this **Section 24.1**, shall, through the registration of this Agreement, be binding upon anyone who, from time to time, owns or occupies some or all of the Lands described in **Schedule "A"** attached hereto.

25 MISCELLANEOUS PROVISIONS

25.1 Assignment of Agreement

The Owner shall not assign this Agreement except with the prior written agreement of the Town, which will not be unreasonably be withheld.

25.2 Notices

(a) Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by certified mail (postage prepaid) as follows:

To the Town at:
Town Clerk
The Corporation of the Town of Niagara-on-the-Lake
1593 Four Mile Creek Road PO Box 100
Virgil, Ontario
L0S 1T0

To the Owner at:

Bradfield Estates Inc.
417 Line 1 Road
Niagara-on-the-Lake, ON L0S 1J0
Email: joshbice@bicebuilders.com

Or any other such address that the parties may, from time to time, designate in writing and every such notice shall be deemed to have been given upon the day it was so delivered or on the fifth day after the date upon which it is mailed by certified mail. The Owner agrees that it is the Owner's responsibility to notify the Town of any change in address of the Owner.

(b) In lieu of mailing such notice as specified in **Section 25.2(a)**, the Town may, at its sole discretion, provide notice to the Owner by way of email or by posting a notice or document on the Lands described in **Schedule "A"** to this Agreement.

(c) If notice is intended to be given to any other Person, or to an officer or employee of such Person, it may be done so by way of mail to the last known address or by personal delivery. The date of mailing or delivery, as the case may be, shall be deemed to be the date on which the notice was given or served.

25.3 Street Names and Street Numbers

The Town shall approve all street names, in accordance to the Town's Municipal Street Naming Policy, and allocate all street numbers for use within the proposed Subdivision. The Owner shall provide the Director of Community and Development Services with a copy of the Subdivision as approved, upon which the Director of Community and Development Services will designate the proper street name and street number or numbers for each Lot. It shall be the responsibility of the Owner to provide the subsequent purchaser of each Lot with the correct street number.

25.4 Right of Entry

The Owner shall obtain from any purchaser of any of the Lots or blocks shown on the Subdivision, written authorization for the Owner and the Town to enter upon the Lands for a period of three (3) years after the transfer of title thereof in order to ensure compliance with the provisions of this Agreement and shall forthwith forward a copy of said permission to the Town.

25.5 Encumbrancers or Mortgagees

Prior to the registration of this Agreement, the Owner shall provide postponements or discharges, as the Town may direct, of any mortgages, liens or other encumbrances on the Lands in order to ensure that this Agreement is registered on title prior to any such mortgages, liens or other such encumbrances and that it shall have full force and effect in priority to any claims to the said Lands by the said encumbrancers and mortgagees.

25.6 Headings

The headings used in the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

25.7 Gender, Number

Wherever the singular or masculine is used in this Agreement, if the context so requires, it shall be deemed to include the plural or feminine.

25.8 This Agreement and the provisions hereof do not give to the Owner or any other Person where they acquire any interest in the said Lands any rights against the Town with respect to the failure of the Owner or any such Person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force the Owner or any such Person to perform or fully perform any obligation under this Agreement or any negligence of the Owner or any such Person in the performance of the said obligation.

25.9 The Owner shall not call into question directly or indirectly, in any proceedings whatsoever whether in law or in equity or before any administrative tribunal, the right of the Town to enter in this Agreement and to enforce each and every item, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against any such Person in any such proceedings. The Owner acknowledges that the Town is entering into this Agreement and approving the Subdivision upon the express representation of the Owner that it, and its successors and assigns, will observe and perform all the provisions of this Agreement and that the Town is of the opinion that the Subdivision would not be in the public interest if the Owner, its successors and assigns and any owner or owners from time to time of the Lands in the Subdivision were not obligated to observe and perform all of the provisions hereof except to the extend the Town may change them.

25.10 No covenant, condition or obligation in this Agreement may be waived except by the written consent of the Town. The failure on the part of the Town to exercise or enforce any right conferred upon it under this Agreement or the decision to waive any covenant, condition or obligation shall not be deemed to be a waiver of any such right of the Town to compel compliance with any covenant, condition or obligation or to exercise or enforce any right at any time or times thereafter.

26 BINDING ON SUCCESSORS, ETC.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and to the extent provided herein shall run with the Lands within the Subdivision and be binding upon the Owner or Owners from time to time thereof, and all covenants in this Agreement shall be joint and several.

The Owner agrees that it shall, upon the sale or transfer by it of the Lands included within the Subdivision or any parts or parts thereof, require the purchaser or transferee thereof as a condition of such sale or transfer to execute an agreement satisfactory in form to the Town's Solicitor, agreeing to assume this Agreement and to be bound by and fulfil all of the terms, conditions and covenants herein set forth and containing a like covenant to this effect (the Assumption Agreement). The Assumption Agreement shall be executed by the Town, the Owner and any such purchaser or transferee and may, at the Town's option, be registered on title, provided, however, that such Assumption Agreement shall not be required for the sale or transfer of a Lot or block as shown on the Subdivision for the purpose of construction.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
Per:

LORD MAYOR BETTY DISERO

TOWN CLERK: PETER TODD
We have the authority to bind the Corporation

WITNESSED BY:

Matt Srigley

BRADFIELD ESTATES INC.
Per:

Signature

Name: Josh Bice (print)

Position: President (print)
I have the authority to bind the Corporation

SCHEDULE "A"
TO A SUBDIVISION AGREEMENT BETWEEN
BRADFIELD ESTATES INC.
AND
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

PIN: 46383-0439 (LT)

LEGAL DESCRIPTION:

Part of Township Lot 120, Being Part 1 on 30R-15474; TOWN OF NIAGARA-ON-THE-LAKE

SCHEDULE "B"
TO A SUBDIVISION AGREEMENT BETWEEN
BRADFIELD ESTATES INC.AND
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Insert a subdivision plan or 30M plan to be registered.

SCHEDULE "C"
EASEMENTS AND LAND DEDICATIONS
TO A SUBDIVISION AGREEMENT BETWEEN
BRADFIELD ESTATES INC.
AND
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

1. EASEMENTS

All references to easements within Schedule "B" shall mean the draft 30R Plan as prepared by _____ dated _____, 2020, filed with the Town.

(a) Easements in favour of the Town for storm sewer purposes over Lots 1,2 and 3 described as Parts 1, 2, and 3, inclusive, on the draft 30R Plan.

2. LAND DEDICATIONS

(a) Road Widening

Dedication of Block 5 of the approved 30M Plan to the Town for 3.05 meter wide road widening.

SCHEDULE "D"
ESTIMATED COST OF WORKS
TO A SUBDIVISION AGREEMENT BETWEEN
BRADFIELD ESTATES INC.
AND
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1.		Tax Arrears			0
Total					
Preconditions of the Construction of Services:					
1.		Primary Services - 20% or $10,000.00, whichever is greater	$90,705.10	$18,141.02	
2.		Secondary Services -100%	$11,944.10	$11,944.10	
3.		Sidewalks-100%			$6,771.53
4.	2.7	Road Cleaning			$2,000.00
5.	4.4	Inspection			$3,900.00
6.	8.4	Removed Boulevard Trees			$2,000.00
Total				**$30,085.12**	**$14,671.53**
Prior to Issuance of Building Permit					
	12	Parkland Dedication			$20,615.00
		Lot Grading Deposit			Prevailing Rate

APPENDIX 1: LETTER OF CREDIT TEMPLATE

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
SAMPLE LETTER OF CREDIT

DATE:

STREET ADDRESS
CITY, PROVINCE
POSTAL CODE
COUNTRY

BENEFICIARY:

THE TOWN OF NIAGARA-ON-THE-LAKE
1593 FOUR MILE CREEK ROAD
P.O. BOX 100
VIRGIL, ONTARIO
L0S 1T0
CANADA

REFERENCE NO.:

APPLICANT:

CURRENCY AND AMOUNT: CAD.
(CANADIAN DOLLARS)

IRREVOCABLE STANDBY LETTER OF CREDIT NO.:

WE HEREBY AUTHORIZE YOU TO DRAW ON (LEGAL NAME AND ADDRESS OF FINANCIAL INSTITUTION) , FOR THE AMOUNT OF (DOLLAR AMOUNT) CANADIAN DOLLARS (CAD) AVAILABLE ON DEMAND AS FOLLOWS:

PURSUANT TO THE REQUEST OF OUR CUSTOMER, THE SAID (CUSTOMERS FULL LEGAL NAME WE, (LEGAL NAME AND ADDRESS OF FINANCIAL INSTITUTION) , HEREBY ESTABLISH AND GIVE TO YOU AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOUR IN THE TOTAL AMOUNT OF CAD (DOLLAR AMOUNT) WHICH MAY BE DRAWN ON BY YOU AT ANY TIME AND FROM TIME TO TIME UPON WRITTEN DEMAND FOR PAYMENT MADE UPON US BY YOU WHICH DEMANDS WE SHALL HONOUR WITHOUT ENQUIRING WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND OUR SAID CUSTOMER TO MAKE SUCH DEMAND, AND WITHOUT RECOGNIZING ANY CLAIM OF OUR SAID CUSTOMER.

PROVIDED, HOWEVER, THAT YOU ARE ABLE TO DELIVER TO (LEGAL NAME AND ADDRESS OF FINANCIAL INSTITUTION) , AT SUCH TIME AS A WRITTEN DEMAND FOR PAYMENT IS MADE UPON US, A CERTIFICATE SIGNED BY YOU AGREEING AND/OR CONFIRMING THAT MONIES DRAWN PURSUANT TO THIS LETTER OF CREDIT ARE TO BE AND/OR HAVE BEEN EXPENDED PURSUANT TO OBLIGATIONS INCURRED OR TO BE INCURRED IN CONNECTION WITH AN AGREEMENT BETWEEN THE CORPORATION OF TOWN OF NIAGARA-ON-THE-LAKE AND (CUSTOMERS FULL LEGAL NAME) REGARDING (BRIEF SUMMARY OF AGREEMENT) .
THE AMOUNT OF THIS STANDBY LETTER OF CREDIT SHALL BE REDUCED FROM TIME TO TIME AS ADVISED BY NOTICE IN WRITING GIVEN TO US FROM TIME TO TIME BY YOU.
PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT WILL CONTINUE TO (DATE) AND WILL EXPIRE ON THAT DATE AND YOU MAY CALL FOR PAYMENT OF THE FULL AMOUNT OUTSTANDING UNDER THIS LETTER OF CREDIT AT ANY TIME UP TO THE CLOSE OF BUSINESS ON THAT DATE. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE, WE SHALL NOTIFY YOU IN WRITING BY REGISTERED MAIL OR COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2008 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, PUBLICATION NO. 600.

(LEGAL NAME OF FINANCIAL INSTITUTION)

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

APPENDIX 2: APPROVED COST ESTIMATES

BRADFIELD 2, TOWN OF NIAGARA-ON-THE-LAKE
COST ESTIMATE FOR SECURITIES

SUMMARY

SECTION A - SERVICING		$62,320.00
SECTION B - PRELIMINARY ROADS		$17,950.00
SECTION C - SECONDARY ROADS		$10,570.00
SECTION D - CASH PAYMENT		$5,992.50
	TOTAL	**$96,832.50**

PREPARED BY: UPPER CANADA CONSULTANTS
JASON SCHOOLEY

DATE: NOVEMBER 21, 2019

COST ESTIMATE FOR SECURITIES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION 'A' - SERVICING					
1.	Sanitary Sewer Service (Lateral) - Green 135mm dia. PVC DR 28, with Granular 'A' bedding and cover as per OPSD 802.010 and select native material backfill except under existing roads, full Granular 'A' backfill. Including connection to existing mainline, risers and 2x4 marker post	3	ea	$5,500.00	$16,500.00
2.	Precast Concrete Yard Catchbasin per OPSD 705.010 including 600mm sump, frame and grate per OPSD 400.020 with Granular 'A' backfill	3	ea	$1,500.00	$4,500.00
3.	Yard Catchbasin Leads - 200mm dia. PVC Ribbed with Granular 'A' bedding and cover per OPSD 802.010 and select native material backfill to 95% SPD	71.6	m	$200.00	$14,320.00
4.	Storm Service (Lateral) - White 100mm dia. PVC DR28, Granular 'A' bedding and cover as per OPSD 1006.020, selected native material backfill except under existing roads, full Granular 'A' backfill. Including connection to main sewer tee, risers, plug and 2x4 marker post	3	ea	$4,500.00	$13,500.00
5.	Water Services - 20mm dia. Type 'K' soft copper per OPSD 1104.040, including connection to existing mainline, curb stop, curb box, main stop, tracer wire, cathodic protection and 2x4 marker post	3	ea	$4,500.00	$13,500.00
		TOTAL SECTION 'A' - SERVICING			**$62,320.00**
SECTION 'B' - PRELIMINARY ROADS					
1.	Supply and place hot mix asphalt - 50mm HL8	220	m^2	$18.00	$3,960.00
2.	Concrete barrier curb and gutter replacement	50	m	$120.00	$6,000.00
3.	Concrete sidewalk replacement - 125mm thick concrete with 100mm thick Granular 'A' base compacted to 100% SPD	65	m^2	$140.00	$9,100.00
4.	Sawcutting existing sidewalk, curb and asphalt	90	m	$25.00	$2,250.00
5.	Granular 'M' shoulder restoration, 0.5m width by 75mm thick	4	m^2	$150.00	$600.00
		TOTAL SECTION 'B' - PRELIMINARY ROADS			**$17,950.00**
SECTION 'C' - SECONDARY ROADS					
1.	Supply and place hot mix asphalt - 40mm HL3	260.0	m^2	$17.00	$4,420.00
2.	Asphalt milling, 40mm deep	40.0	m^2	$25.00	$1,000.00
3.	Reinstatement of boulevard with 100mm topsoil and sod	250	m^2	$15.00	$3,750.00
4.	Boulevard Trees - 60mm caliper	4	ea	$350.00	$1,400.00
		TOTAL SECTION 'C' - SECONDARY ROADS			**$10,570.00**
SECTION 'D' - CASH PAYMENT					

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Supply and place concrete sidewalk, 1.5m wide, 125mm thick, 100mm Granular 'A'. FUTURE BY TOWN	70.5	m^2	$85.00	$5,992.50
				TOTAL SECTION 'D' - CASH PAYMENT	**$5,992.50**
				TOTAL 'A' - 'C'	**$96,832.50**

SCHEDULE "E"
LIST OF ENGINEERING DRAWINGS
TO A SUBDIVISION AGREEMENT BETWEEN
BRADFIELD ESTATES INC.
AND
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

The following is a list of the plans identified by drawing numbers and descriptions that are located in the office of the Operations Department of the Town:

DRAWING NO.	DESCRIPTION	DATE OF PLAN
1917-SSGP	Site Servicing and Grading Plan	2020-02-19
1917-SEDM	Sediment Control Plan	2020-02-19
1917-STREET	Streetscaping Plan	2020-02-20

Depending on the number of drawings, rows can be added or removed from the table above.