

**THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO. 2026-008

26T-18-22-01 – Modero
Part of Township Lots 180 & 181, Town of Niagara-on-the-Lake

A BY-LAW TO AUTHORIZE A SUBDIVISION
AGREEMENT BETWEEN THE CORPORATION
OF THE TOWN OF NIAGARA-ON-THE-LAKE
AND MARZ HOMES (NOTL) 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 24th day of February 2026 between The Corporation of the Town of Niagara-on-the-Lake and Marz Homes (NOTL) 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 24th DAY OF
FEBRUARY 2026.**

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

THIS INDENTURE made in triplicates this 24th day of February, 2026.

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

AND: MARZ HOMES (NOTL) INC.
(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 Modero 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. **Cost Sharing** of Works means the cost sharing of certain public works, internal or external to the development that have to be constructed in order for the Owner's development to proceed. The works may include construction of roads, intersections, traffic control signals, watermains, sanitary sewers, stormwater management facilities, road surface treatment, etc.
- 1.15. **Council** means the Council of the Corporation of the Town of Niagara-on-the-Lake.
- 1.16. **Construction Drawings** means the drawings showing building components and the manner in which they are assembled to form a building.

- 1.17. **Developer** includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law.
- 1.18. **Director of Planning, Building & Development Services** means the Director of Planning, Building & Development Services of the Town or his or her designate.
- 1.19. **Director of Public Works & Infrastructure** means the Director of Public Works & Infrastructure of the Town or his or her designate.
- 1.20. **Easement** means the easements that are to be conveyed to the Town or Region to service Lands.
- 1.21. **Final Approval** means final approval of the Plan for registration given by the Town in accordance with the requirements of the Planning Act (Ontario).
- 1.22. **Final Certificate of Completion of Primary Services** means the certificate issued by the Director of Public Works & Infrastructure upon satisfactory completion of all Primary Services for a Phase and following completion of the maintenance period.
- 1.23. **Final Certificate of Completion of Services** means the certificate of completion of all Primary and Secondary Services when all works for a phase 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.
- 1.24. **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.
- 1.25. **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.
- 1.26. **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 Public Works & Infrastructure.
- 1.27. **Highway** means land dedicated as a public highway by the Plan and includes a proposed road widening shown on the Draft Plan.
- 1.28. **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.
- 1.29. **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.
- 1.30. **Install** shall also mean reinstall, provide, construct, or reconstruct.
- 1.31. **Lands** means all the lands shown on the Draft Approved Plan and described in **Schedule 'A'**.
- 1.32. **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.

- 1.33. 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.
- 1.34. 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.
- 1.35. 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 Public Works & Infrastructure.
- 1.36. Owner** means Marz Homes (NOTL) 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.
- 1.37. Person** means a person, firm or corporation and where required, may mean all or a combination of them.
- 1.38. Phase** means a defined portion of the Lands within the Plan of Subdivision, as identified on the drawings in Schedule E, for which the installation, certification, maintenance, and assumption of the Works may proceed independently of other portions of the subdivision. A Phase may include specific Lots, Blocks, streets, services, or municipal infrastructure and shall be deemed separate from other portions of the subdivision. The Concession 7 Road Allowance works are to be considered as a separate phase as it relates completion of Primary and Secondary Services.
- 1.39. 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.
- 1.40. Preliminary Certificate of Completion of Primary Services** means the certificate issued by the Director of Public Works & Infrastructure upon satisfactory completion of all Primary Services for a phase prior to commencement of the maintenance period.
- 1.41. Preliminary Certificate of Completion of Secondary Services** means the certificate issued by the Director of Public Works & Infrastructure upon satisfactory completion of all Secondary Services for a phase prior to commencement of the maintenance period.
- 1.42. 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, and fencing.
- 1.43. Public Utilities** mean telephone, hydroelectric system, natural gas systems and cable television.
- 1.44. Region** means The Corporation of the Regional Municipality of Niagara.
- 1.45. Regional Public Works Department** means the Region of Niagara Public Works Department.
- 1.46. Registration** means the time of registration in the office of Land Titles at St. Catharines and “register” has a corresponding meaning.

- 1.47. 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.
- 1.48. 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'.
- 1.49. 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.
- 1.50. 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.
- 1.51. 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.
- 1.52. 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.
- 1.53. Subdivision** means the plan of subdivision as set out and illustrated on **Schedule "B"** of this Agreement.
- 1.54. Surety Bond** is a financial security instrument permitted under *the Planning Act*. A surety bond is issued by a licensed insurer, rather than a traditional letter of credit. It allows developers and landowners to secure obligations imposed by a municipality, such as landscaping, civil services.
- 1.55. Surveyor** means an Ontario Land Surveyor (O.L.S.).
- 1.56. The Engineer** shall refer to the Developer's Consulting Engineer.
- 1.57. Town** means The Corporation of the Town of Niagara-on-the-Lake.
- 1.58. Treasurer** means the Treasurer of the Town.
- 1.59. 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, Surety Bond, 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 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, save and except for those matters described in Section 2.17 and 6.2c) and save and except where expressly stated otherwise, 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 **\$5000** 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 during construction activities, all activities impacting archaeological resources must cease immediately, and the proponent must notify the Archaeology Programs Unit of the Ministry of Citizenship and Multiculturalism (416-212-8886) and contact a licensed archaeologist 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 Niagara Regional Police Service as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, the Ministry of Citizenship and Multiculturalism 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 ensure that all streets and development blocks can provide an access in accordance with the Regional Municipality of Niagara policy and by-laws relating to the curb side collection of waste and recycling throughout all phases of development. Where a through street is not maintained, the owner shall provide a revised draft plan to reflect a proposed temporary turnaround/cul-de-sac with a minimum curb radius of 12.8 metres.
- 2.15.** That 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.
- 2.16.** That the Developer obtain a Work Permit from the Niagara Peninsula Conservation Authority prior to beginning any work related to realigning the watercourse. In support of the Work Permit application, the following information will be required:
- a) Staging and Sequencing Plan;
 - b) Erosion and Sediment Control Plan;
 - c) Fish and Wildlife Salvage Plan;
 - d) Landscape Plan;
 - e) Invasive Species Management Plan; and
 - f) Addendum to Geotechnical Report speaking to the watercourse alteration.

- 2.17.** The Owner and the Town agrees to share the cost of certain agreed upon Works

with the Town based on the proportions of costs shown in the prepared cost estimates included in **Schedule “F”** to this Agreement. The Town’s actual share of costs will be determined based on verified constructions costs following the completion of the Cost Sharing Works, subject to the following:

- a) The Town shall confirm actual construction costs through the submission of a final payment certificate, which must include all change orders related to the Cost Sharing Works.
- b) All proposed Cost Sharing Works within the Municipal right-of-way must be completed in accordance with Town-approved construction plans and to the satisfaction of the Town.
- c) The Town must receive a letter from the Owner’s consulting engineer certifying that all proposed Cost Sharing Works within the Municipal right-of-way have been completed in accordance with the Town-approved construction plans.
- d) The Town shall pay its share of the verified construction costs only after:
 - i) All works have been completed in accordance with the Town approved plans, less the maintenance holdback;
 - ii) Upon completion of the full maintenance period, as described in Section 16.1, has expired, the balance will be paid;
 - iii) All deficiencies identified at any time before or during the maintenance period have been corrected to the satisfaction of the Town.

3. CONVEYANCES AND DEDICATIONS OF LAND FOR MUNICIPAL AND OTHER PURPOSES

- 3.1.** 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.
- 3.2.** 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, 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.
- 3.4.** 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.
- 3.5.** The Owner shall obtain and convey to the Town such further easements that, at the sole discretion of the Director of Public Works & Infrastructure, are required for the construction of the Works to be constructed pursuant to this Agreement.
- 3.6.** 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.
- 3.7.** The owner shall 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.

- 3.8.** The owner agrees to provide appropriately sized easements extending over Block 84 in favour of the Town to permit the installation and future maintenance of a municipal sanitary sewer to service the subject lands. The dimensions and configuration of the easement will be in accordance with the approved Easement Plan identified in Section 4.11.
- 3.9.** The owner agrees to provide a temporary easement over Block 58 in favour of the Town to permit the installation of a temporary turnaround circle. The Owner shall be responsible for maintaining the temporary turnaround circle in a condition suitable for fire emergency access for the duration of its use. The temporary turnaround circle shall remain in place and shall not be removed until written approval has been obtained from the Town, confirming that the turnaround is no longer required for fire emergency access.
- 3.10.** The owner agrees to provide a temporary easement over Block 58 in favour of the Niagara Region to permit the installation of a temporary turnaround circle. The Owner shall be responsible for maintaining the temporary turnaround circle in a condition suitable for waste collection for the duration of its use. The temporary turnaround circle shall remain in place and shall not be removed until written approval has been obtained from the Niagara Region, confirming that the turnaround is no longer required for waste collection.

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 Public Works & Infrastructure. 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,
 - 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 Public Works & Infrastructure;
 - 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 Public Works & Infrastructure;
- i) Maintain all records of the installation or construction of the Works and submit a copy to the Director of Public Works & Infrastructure;
- 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 Public Works & Infrastructure 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 Public Works & Infrastructure; and,
- e) That, when requested by the Director of Public Works & Infrastructure, the final drawings, inspections and testing reports shall be forwarded to the Director of Public Works & Infrastructure.

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 Public Works & Infrastructure on either a full-time or part-time basis, as deemed appropriate by and at the sole discretion of the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure.

- 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. Upon completion of the project, the Consulting Engineering Firm shall certify that all Works including grading, storm sewers, and stormwater management controls have been constructed in general conformity with submitted and approved drawings.
- 4.7. The Owner shall submit CLI ECA forms to the municipality for all sanitary sewer and storm sewer work. The municipality shall approve all works included in the CLE forms prior to construction.
- 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 Public Works & Infrastructure 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. Prior to approval of the final plan or any on-site grading, the owner shall submit a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a qualified professional engineer in accordance with the Ministry of the Environment, Parks and Conservation documents entitled Stormwater Management Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors to the Niagara Region Planning and Development Services Department for review and approval:
 - a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site;
 - b) Detailed erosion and sedimentation control plans; and
 - c) Detailed phasing of construction of the stormwater management facility to coincide with phasing of development of residential lands (internal and external to the subdivision) planned to be serviced by the stormwater management facility.

The Owner further agrees to implement the approved plan(s).

- 4.10. 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 Public Works & Infrastructure Department and Region of Niagara for review and approval. The Owner agrees that detailed design drawings and calculations for the watermain system shall be submitted to the Public Works & Infrastructure Department and Community & Protective Services, and Region of Niagara for review and approval and shall include required fire flows and existing system flows calculations.
- 4.11. That detailed servicing design drawings inclusive of calculations and drainage area plans for the sanitary sewer system and the stormwater drainage system

required to service the subject lands be submitted to the Town's Public Works & Infrastructure Department for review and approval.

- a) The detailed servicing design shall include a comprehensive Easement Plan prepared following detailed engineering design, which identifies the exact location, configuration and dimensions of the sanitary sewer easement crossing through Block 84 and crossing through the easement on adjacent lands known municipally as 736 York Road and known legally as PT TWP LOT 181 RP 30R9227 PT PART 1.
 - b) The detailed servicing design shall include details regarding grinder pumps, ejector pumps and gravity connections.
 - c) The detailed servicing design and supporting documents may be subject to peer review as determined by the Director of Public Works & Infrastructure, at the owner's cost.
- 4.12.** The Owner agrees to submit detailed calculations for this subdivision and future development lands in the area confirming available sanitary sewer capacity in the existing downstream system, to the satisfaction of the Town's Public Works & Infrastructure Department. The rectifying of any capacity issue identified through such calculations shall be cost shared by the owner and future subsequent developments. The Owner further agrees to pay their proportionate share of costs of any sewer oversizing deemed necessary.
- 4.13.** The Owner agrees to submit an overall lot grading plan noting both existing and proposed grades including apron and top of foundation elevations and the means whereby overland flows will be accommodated across the site to the Town's Public Works & Infrastructure Department for review and approval.
- 4.14.** The Owner shall submit a Sediment Control Plan to the satisfaction of the Town's Public Works & Infrastructure Department. The Plan shall be reviewed and approved by the Town, and all sediment and erosion control measures identified therein shall be implemented and maintained throughout the duration of the works.
- 4.15.** The Owner agrees to submit sanitary and storm drainage area plans to the Town's Public Works & Infrastructure Department for approval.
- 4.16.** The Owner agrees to submit a streetscape plan illustrating the location of on-street parking, boulevard trees, pavement markings, community mailbox locations, hydrants, regulatory and no-parking signs, and street lighting to the Town's Public Works & Infrastructure Department for review and approval.
- 4.17.** The Owner agrees that all servicing plans and supporting reports will be subject to a peer review at the Owner's expense.
- 4.18.** The Owner agrees to inspect the installed sewers using the Town's CCTV Specifications for Inspection of Sewers, as follows:
- a) Inspections shall be carried out using television cameras and video recording equipment as specific in OPAA.MUNI 409. A continuous record of the internal condition of the piping system shall be provided.
 - b) All coding shall be in accordance with the requirements of the NASSCO Pipeline Assessment Certification Program (PACP)/(MACP) Version 7.0.3 (Canadian Edition) and OPSS.MUNI 409. Findings shall be included in a .PDF inspection report. The video inspection report is to be in MPG format. Sewer and maintenance hole reports shall be submitted in a Microsoft Access database version 2013 standard PACP/MACP data model.
 - c) The nonreturnable digital storage device shall be minimum USB 2.0 compatibility and include the information in points a) and b) below to identify

the content. The storage device shall be placed inside a labelled envelope and include a file in either Word or text format and include the following points.

- (i) Owner's Name
 - (ii) Contract Number or Project Name
 - (iii) Sewer Identification Number
 - (iv) Region or Municipality
 - (v) Street Name, Park Name or Highway Number
 - (vi) Inspection Date
- d) All CCTV inspection operators shall have been certified or re-certified under NASSCO PACP no more than three years prior to commencement of the contracted work.
 - e) Sewer flushing and cleaning shall be in accordance with OPSS.MUNI 411.
 - f) Every reasonable precaution shall be made to ensure equipment does not become stuck in the sewer. The Contractor shall be responsible for all costs associated with recovering the equipment.

4.19. the owner agrees to implement the mitigation measures and recommendations found in the Environmental Impact Study (EIS) prepared by Ecological & Environmental Solutions & LCA Environmental (dated March 2022), including but not limited to:

- a) That vegetation removals be undertaken between October 1st and March 14th, outside of both the breeding bird nesting period and active bat season. A survey for active bird nests should be conducted prior to any vegetation removal or site alteration planned to occur during this window. Further, should tree removal be required between May 1 and September 31, a qualified Ecologist shall complete an exit survey of suitable maternal roosting sites identified for removal a maximum of 24 hours before removal. The exit survey must make use of a bat detector and shall occur for no less than the time period between sunset and 60 minutes after sunset.
- b) That any security lighting to be installed on buildings should be downward facing and directed away from natural areas to minimize ambient light exposure to the adjacent natural areas.
- c) Incorporation of Bird-Friendly Guidelines into the residence design such as those published in City of Toronto's "Best Practices for Bird-Friendly Glass" and "Best Practices for Effective Lighting" should be considered at detailed design.
- d) That the contractor have a spill kit on site to minimize potential contamination from accidental spills. The equipment should be inspected for leaks and refueling be completed in accordance with best management practices and at least 30 m away from the woodland.
- e) That all municipal street trees planted within 120 m of Open Space Blocks be restricted to species native to the local landscape.

4.20. The owner shall confirm, prior to registration, capacity in the Region's infrastructure prior to obtaining the Town's CLI ECA for any new municipal sanitary sewers, storm sewers and stormwater management facilities.

4.21. The Owner agrees to implement the approved Erosion and Sediment Control Plan, Grading Plan, Tree Preservation Plan, Restoration Plan, Ecological Monitoring Plan and Photometric Plan, as shown in **Schedule "E"**.

5. TENDERS AND CONTRACTORS

5.1. All contractors must be approved by the Director of Public Works & Infrastructure before commencement of any Works and the Director of Public Works & Infrastructure 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. Prior to commencing any Works, the Owner shall provide documentary proof to the Town that the proposed contractor has sufficient and valid Pollution Liability coverage for no less than Two Million (\$2,000,000.00) Dollars per occurrence.
- 5.4. The Owner shall give seven (7) days' notice to the Director of Public Works & Infrastructure 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 Public Works & Infrastructure 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 Public Works & Infrastructure of any intention to resume construction. The Owner shall also provide a construction work schedule for the project to the Director of Public Works & Infrastructure. It is the responsibility of the owner, or his contractors, to notify adjacent and abutting property owners of the work schedule.
- 5.5. 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 Public Works & Infrastructure 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 Public Works & Infrastructure prior to the undertaking of construction of any Works contemplated by this Agreement.
- 5.6. The Owner shall, before commencement of any Works:
 - a) Undertake a pre-condition survey of surrounding lands, as agreed upon by the Director of Public Works & Infrastructure at the pre-construction meeting noted in **Section 5.4**, 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 Public Works & Infrastructure.

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 Public Works & Infrastructure 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 Public Works & Infrastructure, 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 Public Works & Infrastructure 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 Planning, Building & 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 Public Works & Infrastructure 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.

- k) The owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing CustomerConnectionsContactCentre@eEnbridge.Com to determine gas availability, 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.
- l) 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."
- m) If easement(s) are required to service this development and any future adjacent developments, the owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
- n) The Owner agrees to enter into a separate agreement with Niagara-on- the-Lake Hydro for the provision of hydro services for the development.
- o) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- p) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

6.2. Roads

- a) All Works to be undertaken within the Town's road allowance are subject to the prior approval of the Town. The Owner shall obtain a construction permit and utility installation permit from the Town prior to carrying out any Works within the road allowance. The Owner shall, upon the completion of all Works, reconstruct and restore any affected area within the road allowance to the satisfaction of the Director Operations.
- b) 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.
- c) The owner is responsible for an agreed upon percentage, between the Town and owner, of the costs associated with the design and reconstruction of Concession 7 Road, from York Road to the northern limit of Block 82, to be built to a 20 metre road allowance cross section, in accordance with **Schedule "D"** and with **Schedule "F"** and that the detailed design and costing of the design and works are included in the submitted application materials and cost estimate. The reconstruction is subject to the review and approval of the Town and the works shall include the installation of the following elements, at minimum:
 - i. Curb and gutter be installed as per the requirements set out by the Director of Public Works & Infrastructure;
 - ii. Storm sewer, catch basins, and other necessary appurtenances;
 - iii. Street lighting (as per applicable Town policy);

- iv. Sidewalk installation (1.5m in width) located on west side of Concession 7 Road connecting to York Road;
 - v. Tree planting in accordance with the approved tree planning plan and Town policies.
 - vi. Cost recovery shall be addressed through front-ending agreement(s).
- d) The Owner agrees to provide adequate snow storage within the Block(s) to prevent the plowing or movement of snow into the Town's municipal right of way.
- e) The Owner agrees that parking on all internal streets be limited to one side, and that no-parking signage be installed as required, subject to the review and approval by the Town's Public Works & Infrastructure Department.

6.3. Storm Drainage and Sanitary Sewers

- a) The Owner agrees to submit a sanitary and storm drainage area plan to the Town's Public Works & Infrastructure Department for approval.
- b) The Owner shall construct a storm drainage system to adequately service the Lands and all or any portion of the 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.

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 Public Works & Infrastructure. Further, all rainwater leaders shall be directed away from the top of bank.

- c) The Owner shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director of Public Works & Infrastructure with the Town's standard service cards in full digital format of each sanitary sewer lateral and storm sewer lateral constructed to serve the buildings which are to be erected on the Lands. In addition to all text fields shown on the service card template, the following information must be provided on each service card:
 - Location of service from lot corner;
 - Location of service from nearest fixed object;
 - Location of clean-out;
 - Location of main from property line;
 - Depth of service at property line;
 - Size and material type of service;
 - Indicated north direction;
- d) Upon completion of the Primary Services for a phase, the Owner shall have all storm sewer and sanitary sewer systems cleaned and flushed to the satisfaction of the Director of Public Works & Infrastructure.
- e) 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 Public Works & Infrastructure, 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 Public Works & Infrastructure, satisfactory, then the Owner shall take such remedial steps including re-televising the repairs as may, in the opinion of the Director of Public Works & Infrastructure, be required.

- f) 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 Public Works & Infrastructure.
- g) 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 Public Works & Infrastructure.
- h) 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 Public Works & Infrastructure.
- i) The Owner agrees that prior to the assumption of the subdivision by the Town, that the storm sewers, including catch basins, will be flushed and TV inspected.
- 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.
- k) The Owner agrees to decommission all existing services, laterals, and any other components associated with current and past structures that are connected to Town infrastructure that all connections be capped at the respective sewer main.
- l) The design and construction of the stormwater management pond facility follow the Town's Policy: Landscape & Maintenance Guidelines for Stormwater Management Ponds & Facilities (Policy PW-DRA-004A).
- m) The Owner agrees that the stormwater management pond facility shall be constructed as part of the Works for Phase 1. However, the stormwater management pond facility shall be assumed once all works are completed, as outlined in **Section 10.10**.

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 Public Works & Infrastructure.
- 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 Public Works & Infrastructure.
- c) The Owner shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director of Public Works & Infrastructure with the Town's standard service cards in full digital format of each water service constructed to serve the buildings which are to be erected on the Lands. In addition to all text fields shown on the service card

template, the following information must be provided on each service card:

- Location of service from lot corner;
 - Location of service from nearest fixed object;
 - Location of curb stop/shut-off valve;
 - Location of main from property line;
 - Depth of service at property line;
 - Size and material type of service;
 - Indicated north direction;
- 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 Public Works & Infrastructure or those acting under the Director of Public Works & Infrastructure 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 Public Works & Infrastructure and Fire Department prior to any approvals.
- h) The Owner agrees to decommission all existing water services that are connected to the existing watermain, and that the watermain connection to be abandoned at the main stop.

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.

6.6. Streetlights

The Owner agrees to install LED streetlights in accordance with the approved plans identified on **Schedule "E"**, to the satisfaction of the Town.

6.7. Signage

The Owner shall provide and install all street and traffic control signs as approved by the Director of Public Works & Infrastructure. Sign installation and design shall be as per Town Standards. A **\$1,000.00** deposit will be collected to ensure all signage and traffic control is installed as per the approved drawings.

6.8. Sidewalks

- a) 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).
- b) 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.

- c) The Owner shall construct a 1.5m wide sidewalk along both sides of Butlersburg Circle and Chandler Chase for the East-West extent between Concession 7 Road and Park Block 85 in the subdivision at its own expense.
- d) The Owner shall construct a 1.5m wide sidewalk on one side of the street for the balance of Butlersburg Circle, in addition to Greenhill Gate, Meadows Manor, and Lasalle Lane at its own expense. Sidewalks are to be installed as per the Town's Sidewalk Installation Policy for new developments (Policy CDS-PLG-004).

6.9. Geotechnical Report and Inspections

If required by the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure 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.

6.10. Fencing

The Owner shall provide the following fencing per phase:

- a) The Owner shall install permanent rear-lot fencing along all property boundaries adjacent to natural heritage features, to the satisfaction of the Niagara Region. The fencing shall be designed and constructed to prevent access to the natural areas and shall not include gates or other openings.
- b) That a 1.5 metre high chain link be placed along the 7.5 metre offset to the stable top of bank, to the satisfaction of the Niagara Peninsula Conservation Authority.

6.11. Noise Study

The owner to implement the recommendations of the Noise Feasibility Study, prepared by HGC Engineering (dated October 27, 2023), including the following:

- a) That forced air ventilation systems with ductwork sized for future installation of central air conditioning by the occupant will be required for dwellings fronting onto or with direct exposure to Concession 7 Road (Blocks 76, 82, 83, 84, 88). The location, installation and sound ratings of the air condition devices should comply with NPC-300.
- b) Warning clauses to inform future residents and tenants of the traffic noise level excesses.
- c) Acoustic requirements to be refined when block and lot numbering is available.
- d) When detailed architectural drawings are available for the blocks identified in the south of the site (Block 84), further analysis is required at the time of detailed design prior to draft plan of condominium approval, to review the drawings and refine noise mitigation as needed

- e) Verification from a qualified acoustical consultant that the noise control measures have been properly installed during construction and prior to assumption.

7. WARNING CLAUSES

7.1. 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.”
- c) “The purchaser will be responsible to maintain the grassed boulevard directly in front of and adjacent to their lot where they exist”
- d) “The home/business mail delivery will be from a designated Centralized Mail Box.

7.2. The Owner further agrees to officially notify the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.

7.3. The Owner agrees, at the time of the installation of the sidewalks and/or curbs, to provide the Town with evidence that satisfactory arrangements have been made with the Canada Post Corporation for the installation of Community Mail Boxes, as required by Canada Post Corporation and as shown on the approved plans.

7.4. The owner further agrees to:

- a) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
- b) install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.
- c) identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- d) determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

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 there under 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, 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.

7.6. The owner agrees to include the following warning clause in all Agreements of Purchase and Sale or Lease or Occupancy, and that it is also included in the subdivision agreement for Blocks 76, 82, 83, 84 and 88:

- a) "Purchasers / tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Town and Ministry's noise criteria."
- b) "This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Town and Ministry's noise criteria. (Note: the location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with the criteria of the Ministry publication NPC-216, Residential Air Conditioning Devices."
- c) Block 84: "Purchasers are advised that due to the proximity of the existing commercial and institutional buildings, sound levels from the facilities may be at times audible."

7.7. The Owner agrees to include in all offers and agreements of purchase and sale the type of sanitary lateral connection (ejector pump, grinder pump, and/or gravity connection) installed to the purchased lot, as well as the type of fronting municipal sanitary infrastructure (sanitary sewer or forcemain).

- a) All offers and agreements of purchase and sale of lots equipped with a grinder pump or ejector pump shall contain a clause that informs the purchaser that all maintenance, repair and replacement costs associated with such systems are fully borne by and the responsibility of the purchaser.

7.8. The Owner agrees to include in all offers and agreements of purchase and sale a clause that, where sidewalk installation has been approved, indicates that a sidewalk will be installed and constructed along the frontage of such lot(s) within the Town's road allowance.

7.9. The owner agrees to include the following warning clause in all Agreements of Purchase and Sale or Lease or Occupancy:

- a) "These lands are in proximity to lands designated for agricultural uses. The lands may be subject to noise, odour, and/or dust from nearby agricultural operations, which may interfere with some activities of the dwelling occupants."

7.10. The Owner prepares an information package for new homeowners outlining the importance of the adjacent natural heritage features and steps they can take to protect the natural environment. This information package is to be reviewed and

approved by the Niagara Region. The package should be provided as an appendix to all offers of purchase and sale for properties within the subdivision development.

8. LANDSCAPING, LOT GRADING AND DRAINAGE

- 8.1.** 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 Public Works & Infrastructure.
- 8.2.** 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 Planning, Building & Development Services consistent with good design and conservation practices.
- 8.3.** 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 Public Works & Infrastructure.
- 8.4.** If the Town determines that the Works outlined in **Section 8.1 and 8.3** 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.
- 8.5.** 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) ABH, 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 Public Works & Infrastructure shall approve the tree location and species.
- 8.6.** Unless exempted by the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure in writing.
- 8.7.** The Owner agrees to submit an Overall Grading Plan prepared in accordance with the Town's Standards to be approved by the Town's Public Works & Infrastructure Department. The Owner further agrees to implement the Overall Grading Plan under the supervision of the Consulting Engineering Firm, to the satisfaction of the Town.
- 8.8.** 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.

- 8.9. 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.
- 8.10. 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 Public Works & Infrastructure. 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.
- 8.11. 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.
- 8.12. 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 Public Works & Infrastructure 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.
- 8.13. 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 8.14**.

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.

- 8.14. 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.

- 8.15.** 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 24th day of February, 2026 and registered on the ___ day of _____, 2026 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.

- 8.16.** 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.
- 8.17.** Except as outlined in **Section 6.10** in this Agreement, no fences shall be erected on any Lot or block until a final Lot Grading Conformance Certificate for the applicable Lot or Block has been submitted to and approved by the Chief Building Official pursuant to **Section 8.16** herein.
- 8.18.** 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.
- 8.19.** 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.**
- 8.20.** 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 Public Works & Infrastructure 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.
- 8.21.** That the owner provides boulevard trees in the subdivision in accordance with Town policy respecting the number, location, species, and size of trees.

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. The Director of Public Works & Infrastructure 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 Public Works & Infrastructure 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 Public Works & Infrastructure with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure 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 Public Works & Infrastructure.
 - iii. Provide the Director of Public Works & Infrastructure with “as constructed” drawings in AutoCAD and PDF formats showing each of the Primary Services Works as constructed
- e) Upon the completion by the Owner, to the satisfaction of the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure shall provide the Owner with a Preliminary Certificate of Completion of Primary Services.
- f) Upon completion of primary services and before any financial releases, the fire hydrants shall be pressure and flow tested as per Fire Code requirements.

9.2. Secondary Services

- a) All Secondary Services, except sodding as noted in **Sections 8.2 and 8.4**, 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 Public Works & Infrastructure 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 Public Works & Infrastructure.
- 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 Public Works & Infrastructure with a Statutory Declaration signed by the Owner in a form satisfactory to the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure 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 Public Works & Infrastructure.
- d) Upon the completion by the Owner, to the satisfaction of the Director of Public Works & Infrastructure, 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 Public Works & Infrastructure 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 Public Works & Infrastructure. See **Section 10.6**.

10. MAINTENANCE AND ASSUMPTION OF THE WORKS

- 10.1.** The Owner shall, at its own expense and to the satisfaction of the Director of Public Works & Infrastructure, repair and maintain all Works required to be installed or constructed pursuant to this Agreement for each Phase of the subdivision. For each phase, a 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.
- 10.2.** 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 Public Works & Infrastructure, 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.
- 10.3.** 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.
- 10.4.** The Owner agrees that the decision of the Director of Public Works & Infrastructure 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.
- 10.5.** After expiry of the maintenance period provided for in **Section 10.1** herein, and provided that all Works required to be constructed for that Phase, 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 for a specified Phase, upon the application of the Owner, and provided that the following items have been submitted to and approved by the Director of Public Works & Infrastructure:
- a) A Statutory Declaration in a form satisfactory to the Director of Public Works & Infrastructure stating that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed for that Phase 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 for that Phase 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 Public Works & Infrastructure;
 - c) The "as constructed" final drawings in AutoCAD and PDF formats showing Works for that Phase 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 Public Works & Infrastructure, the Owner is in default of his obligations to repair, construct or maintain any of the Works pursuant to this Agreement.

- 10.6.** The issuance by the Town of the Final Certificate of Completion of Services for a Phase 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.
- 10.7.** The issuance by the Town of the Final Certificate of Completion of Services for a Phase 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.

- 10.8.** Upon the expiry of the minimum maintenance guarantee period referred to in **Section 10.1** herein, and so long as the Director of Public Works & Infrastructure is satisfied that no deficiencies exist which require rectification and the extension of the maintenance guarantee period, the Director of Public Works & Infrastructure 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.
- 10.9.** The Owner agrees that prior to the assumption of the subdivision by the Town that the storm sewers draining into the stormwater management pond, including catch basins, will be flushed and TV inspected.
- 10.10.** The Owner agrees that although the stormwater management pond shall be constructed as part of the Works for Phase 1, the pond provides service to the entire subdivision and shall therefore not be eligible for Assumption until all Phases dependent upon the pond have received a Final Certificate of Completion of Services.
- 10.11.** The Owner is responsible for the maintenance and upkeep of the frontages and/or boulevard areas associated with Blocks 56-84 (inclusive), and Blocks 88-89 (inclusive) in perpetuity until such time as these Blocks have been developed through the approval of future Planning Act applications.
- 10.12.** Upon the completion of all sodding and landscaping in a Phase the owner shall contact the Town to schedule:
 - a) A comprehensive inspection of all water valves (hydrant and all main valves) and lot curb stops to be completed by the Town's Environmental Services Department
 - b) A comprehensive inspection of all trees planted within the Town's right-of-way to verify that all trees are of the correct species, have been planted in the correct location, are of sufficient size, and are verified to be in good health, to be completed by the Town's Urban Forestry Officer.

11. BUILDING PERMITS AND OCCUPANCY OF BUILDINGS

- 11.1.** That the owner provides a preliminary 30M plan and a letter to the Director of Planning, Building & Development Services stating how all conditions of draft plan approval have been satisfied at the time of request for condition clearance.
- 11.2.** Prior to the issuance of a building permit, each dwelling within the subdivision will be subject to the review and approval of the Director of Planning, Building & Development Services respecting urban design considerations in accordance with the Urban Design Guidelines.
- 11.3.** 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 Public Works & Infrastructure, and the Preliminary Certificate of Completion of Primary Services has been issued. For the purpose of this **Section 11.1**, the Director of Public Works & Infrastructure 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 Public Works & Infrastructure;
- 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) Development charges have been paid;
- k) The building for which the Building Permit application is made is located within an approved and registered portion of the Subdivision;
- l) All regulatory traffic control signs and street name signs have been installed; and,
- m) That a completed entrance permit application has been submitted to, and approved by the Town's Public Works & Infrastructure Department.

11.4. Notwithstanding **Section 11.1** above, a Conditional Building Permit may be issued for the construction of dwellings, constituting not more than 10% of total lots, 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 10% allotment. 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 Planning, Building & Development Services. The Conditional Building Permit deposit required per lot or block shall be at the current applicable rate.

11.5. 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.

11.6. 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 11.6**, and may be forfeited in accordance with **Section 11.7**.

11.7. 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.

11.8. 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 8.15**;
- 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.

11.9. 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.

11.10. 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 Public Works & Infrastructure;
- 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 Public Works & Infrastructure;
- 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 6.10** has been completed to the satisfaction of the appropriate Director or his designate.

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

11.12. 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".

11.13. 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.

11.14. 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

12.1. Pursuant to the provisions of The *Planning Act*, the Owner agrees to dedicate to the Town Block 85 for parkland dedication and free of all charges and encumbrances.

12.2. The Owner agrees to following requirements related to Block 85:

- a) Private drainage shall not outlet to Block 85 (parkland).
- b) The detailed servicing design identified in Condition 13 above shall ensure positive drainage within Block 85 (parkland) within the park boundaries.
- c) Block 85 (parkland) shall not be used as a construction site staging area during any construction that takes place on the subject lands. Equipment should be inspected for leaks and refueling be completed in accordance with best management practices and located at least 30 metres away from the parkland.
- d) If the owner is bringing in material not native to the park site, the owner shall provide a soil analysis prior to grass seeding, in addition to before assumption by the Town, for review and approval by the Town's Parks Department, at the owners expense.
- e) The owner shall ensure that the topsoil depth is to the satisfaction of the Town.
- f) The owner shall ensure that grass seed is planted on Block 85 (parkland), at the owner's expense. Sod is not permitted.
- g) Seed establishment on Block 85 (parkland) requires a minimum of three (3) cuts by the owner during a one (1) year maintenance period that the owner is responsible for prior to assumption by the Town.

13. ZONING

13.1. 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

14.1. 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. SECURITY DEPOSITS

15.1. A Letter of Credit, drawn upon a chartered bank or credit union in favour of the Town 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 Public Works & Infrastructure, 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, or Surety Bond, as referred to in **Schedule "D"** shall be in a form acceptable to the Treasurer, a template of which is provided to the applicant, and shall contain the following provisions:

- a) The Letter of Credit, or Surety Bond, 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, or Surety Bond, 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 or Surety Bond.

If the Town is not provided with a renewal of the Letter of Credit or Surety Bond 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 or Surety Bond.

15.3. The Director of Public Works & Infrastructure shall not consider any application for reduction of any Security Deposit for a given phase unless and until all of the

Primary Services for that phase of development, as required by this Agreement, have been fully completed to the satisfaction of the Director of Public Works & Infrastructure and a Preliminary Certificate of Completion of Primary Services for that phase has been issued.

- 15.4.** The Director of Public Works & Infrastructure 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 Public Works & Infrastructure 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 or Surety Bond for purposes of rectifying any and all defaults in any Works commenced under any provisions of, or in any payments required by this Agreement.
- 15.9.** Notwithstanding any other provision of this Agreement, the Owner may, in lieu of providing a letter of credit, submit a surety bond as financial security for the obligations required under this Agreement and to the satisfaction of the Town.

16. MAINTENANCE GUARANTEE

- 16.1.** The cash deposit, Letter of Credit, or Surety Bond deposited by the Owner pursuant to **Section 15** herein shall, upon the completion of the Primary Services for a specific phase and upon the issuance of a Preliminary Certificate of Completion of Primary Services for that phase by the Town, be reduced in accordance with **Section 15.3**. The Town will retain 10% of the original security for Primary Services for that phase, 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 for that phase upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Primary Services for that phase.
- 16.2.** The cash deposit, Letter of Credit, or Surety Bond deposited by the Owner pursuant to **Section 15** herein shall, upon the completion of the Secondary Services for a specific phase and upon the issuance of the Preliminary Certificate of Completion of Secondary Services for that phase by the Town, be reduced in accordance with **Section 15.3**. The Town will retain 10% of the original securities for Secondary Services for that phase, 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 for that phase upon expiry of a one (1) year maintenance period and the issuance of the Final Certificate of Completion of Services for that phase.

- 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 Public Works & Infrastructure.
- 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 Public Works & Infrastructure 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

20.1. 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

21.1. 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 Public Works & Infrastructure.

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 Public Works & Infrastructure and Planning, Building & Development Services all necessary approvals, consents and agreements;
- b) Obtained written approval from the Director of Public Works & Infrastructure 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, and Schedule “F” Cost Sharing Works.

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:
Marz Homes (NOTL) Inc.
825 North Service Road, Suite 200
Stoney Creek, Ontario
L8E 0J7

Attention: Daniel Gabriele

Insert e-mail of owner dannyg@marzhomes.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. 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.

25.4. 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.

25.5. Headings

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

25.6. 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.

- 25.7.** 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.

- 25.8.** 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 extent the Town may change them.

- 25.9.** 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 ensure 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**

MAYOR: GARY ZALEPA

CLERK: GRANT BIVOL

OWNER (MARZ HOMES (NOTL) INC.)

Signature

Name: Daniel Gabriele

Position: President

I have the authority to bind the Corporation

SCHEDULE "A"

TO A SUBDIVISION AGREEMENT BETWEEN

MARZ HOMES (NOTL) INC.

AND

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

DESCRIPTION OF SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land, situated, lying and being composed of Part of Township Lots 180 & 181, Town of Niagara-on-the-Lake.

SCHEDULE "C"

TO A SUBDIVISION AGREEMENT BETWEEN

MARZ HOMES (NOTL) INC.

AND

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

EASEMENTS AND LAND DEDICATIONS

1. EASEMENTS

All references to easements within Schedule "C" shall mean the draft 30R Plan as prepared by Nicholas P. Muth, Ontario Land Surveyor, of A.J. Clarke and Associates Ltd. dated 21/08/2025, and filed in the office of the Corporate Services Department of the Town.

- a) Easement in favour of the Town for the installation and future maintenance of a municipal sanitary sewer over a portion of Block 84
- b) Easement in favour of the Town for the installation and future maintenance of a municipal sanitary sewer over a portion of the property municipally known as 736 York Road and legally described as PART OF TOWNSHIP LOT 181, GEOGRAPHIC TOWNSHIP OF NIAGARA, DESIGNATED AS PART 3 ON 30R16443; TOWN OF NIAGARA-ON-THE-LAKE.
- c) Temporary Easement in favour of the Town for Emergency Fire Route over the entirety of Block 58.
- d) Temporary Easement in favour of the Niagara Region for waste collection over the entirety of Block 58
- e) Easement in favour of NOTL Hydro for hydro conduit over Lots 1 to 55 inclusive and Blocks 56 to 86 inclusive, 88 and 89 inclusive described as Parts 1 to 40, 42 to 74, 76 to 78, 80, 82, 84 to 86, 89, 90, 93 to 96, 98, 99, 100, 102, 103, 105, 106, 108 to 110, 112, 114 to 116, 119 to 121, 123, 124, 126 to 128, 131, 132, 140 and 141 inclusive, on the draft 30R Plan and Part 1 on 30R-15777.
- f) Easement in favour of NOTL Hydro for transformers over Lots 4, 5, 7, 8, 22, 23, 28, 29, 47, 48, 53, 54 and Blocks 56, 57, 59, 60, 61, 63, 64, 68, 69, 72, 73, 74, 75, 76, 77, 78, 80, 81 described as 11, 12, 27, 28, 30, 31, 36, 50, 51, 54, 55, 67, 68, 73, 74, 77, 78, 80, 82, 84, 85, 98, 133 to 139, 140 to 147 inclusive, on the draft 30R Plan.
- g) Easement in favour of NOTL Hydro for hydro junction cabinets over Blocks 82, 83, 84 inclusive described as Parts 148 to 151 inclusive, on the draft 30R Plan.
- h) Easement in favour of the Town for storm sewer purposes over Lots 27, 31, 32, 45, 50, 51, 55 and Blocks 56, 57, 70, 71, 77, 78, 84, 85 and 89 described as Parts 41, 75, 76, 78 to 81, 83, 87, 88, 90 to 93, 96, 97, 100, 101, 104, 106, 107, 110 to 113, 116 to 119, 122 to 125, 128, 129, 130, 131 inclusive, on the draft 30R Plan, and Part 1 and 2 on 30R-15777.

2. LAND DEDICATIONS

a) Modero Park

Dedication of Block 85 of the approved plan to the Town for park purposes.

b) Stormwater Management

Dedication of Block 86 of the approved plan to the Town for stormwater management purposes.

SCHEDULE “D”

TO A SUBDIVISION AGREEMENT BETWEEN

MARZ HOMES (NOTL) INC.

AND

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

ESTIMATED COST OF WORKS

Item	Reference	Subject	Estimated Cost	Security Deposit	Cash Deposit
Prior to Signature					
1.	2.1	Tax Arrears			
2.	9.1	Primary Services Phase 1 - 20% or \$10,000.00, whichever is greater	\$2,606,328.40	\$521,265.68	
	9.1	Primary Services Phase 2 - 20% or \$10,000.00, whichever is greater	\$4,057,097.49	\$811,419.50	
	9.2	Secondary Services Phase 1 – 100%	\$177,839.40	\$177,839.40	
	9.2	Secondary Services Phase 2 – 100%	\$1,203,941.55	\$1,203,941.55	
	6.2 c)	Cost Sharing Concession 7 Road Reconstruction Primary Services – 20%	\$730,361.83	\$146,072.37	
	6.2 c)	Cost Sharing Concession 7 Road Reconstruction Secondary Services – 100%	\$206,368.00	\$206,368.00	
5.	2.7	Road Cleaning			\$ 5,000.00
6.		Damage Deposit			\$5,000.00
7.	2.3	Inspection			\$90,000.00
8.	6.7	Signs			\$1,000.00
Total			\$8,981,936.67	\$3,066,906.50	\$101,000.00
Prior to Issuance of Building Permit					

1.	11.3 c)	Lot Grading Deposit			Prevailing Rate
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Notes:

1. Estimated costs amount includes HST
2. Inspection costs based on estimate of 120 working days.

SCHEDULE "E"

TO A SUBDIVISION AGREEMENT BETWEEN

MARZ HOMES (NOTL) INC.

AND

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

LIST OF APPROVED DRAWINGS

The following is a list of the plans identified by drawing numbers and descriptions that are located Niagara-on-the-Lake Town Hall:

DRAWING NO.	DESCRIPTION	DATE OF PLAN
2130-GSP1	General Servicing Plan 1	2025-09-26
2130-GSP2	General Servicing Plan 2	2025-09-26
2130-PP1	Plan and Profile 1 – Concession 7 Road York Road to STA 0+110	2025-09-26
2130-PP2	Plan and Profile 2 – Concession 7 Road STA 0+110 to STA 0+230	2025-09-26
2130-PP3	Plan and Profile 3 – Concession 7 Road STA 0+230 to STA 0+360	2025-09-26
2130-PP4	Plan and Profile 4 – Concession 7 Road STA 0+360 to STA 0+460	2025-09-26
2130-PP5	Plan and Profile 5 – Sanitary Access York Road to Butlersburg Circle	2025-09-26
2130-PP6	Plan and Profile 6 – Butlersburg Circle Concession 7 Road to STA 0+250	2025-09-26
2130-PP7	Plan and Profile 7 – Butlersburg Circle STA 0+250 to STA 0 410	2025-09-26
2130-PP8	Plan and Profile 8 – Butlersburg Circle STA 0+410 to STA 0+630	2025-09-26
2130-PP9	Plan and Profile 9 – Butlersburg Circle	2025-09-26
2130-PP10	Plan and Profile 10 – Butlersburg Circle STA 0+730 to STA 0+920	2025-09-26
2130-PP11	Plan and Profile 11 – Butlersburg Circle STA 0+920 to Butlersburg Circle	2025-09-26
2130-PP12	Plan and Profile 12 – Chandler Chase Butlersburg Cir. To Butlersburg Cir. Greenhill Gate – Butlersburg Cir. To Conc. 7 Rd	2025-09-26
2130-PP13	Plan and Profile 13 – Meadows Manor Butlersburg Circle to Butlersburg Circle	2025-09-26

2130-PP14	Plan and Profile 14 – Lasalle Lane Butlersburg Circle to Butlersburg Circle	2025-09-26
2130-PP15	Plan and Profile 15 – SWM Facility Butlersburg Circle to Outlet	2025-09-26
2130-PP16	Plan and Profile 16 – Six Mile Creek Exist. Culvert to STA 0+160	2025-09-26
2130-GP1	Grading Plan 1	2025-09-26
2130-GP2	Grading Plan 2	2025-09-26
2130-GP3	Grading Plan 3	2025-09-26
2130-ESC1	Erosion and Sediment Control Plan 1	2025-09-26
2130-ESC2	Erosion and Sediment Control Plan 2	2025-09-26
2130-STR	Streetscaping Plan	2025-09-26
2130-SGN	Signage and Line Painting Plan	2025-09-26
2130-GND	General Notes and Details	2025-09-26
HYDRO-1, HYDRO-2, HYDRO-3, HYDRO-4	Hydro Distribution and Streetlighting System	2025-03-19
HYDRO-5	Proposed Phase 1 and Future Phase 2 Details	2025-03-19
PRIMARY SCHEM-1	Phase 1 and Future Phase 2 Primary Schematic	2025-03-19
SL SCHEM-1	Proposed Phase 1 and Future Phase 2 Streetlight Schematic	2025-03-19
PHOTO-1, PHOTO-2, PHOTO-3, PHOTO-4,	Photometric Analysis	2024-11-22
2130-SANDP	Sanitary Drainage Area Plan	2025-09-26
2130-STMDP	Storm Drainage Area Plan	2025-09-26
2130-WATER	Water Distribution Plan	2025-09-26
Sheet #2, Sheet #3	Tree Preservation Plan Sheet #2 and #3	2025-07-07
L-1, L-2, L-3, L-4, L-5, L-6	Restoration Plan	

SCHEDULE "F"

TO A SUBDIVISION AGREEMENT BETWEEN

MARZ HOMES (NOTL) INC.

AND

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

COST SHARING WORKS

**MODERO ESTATES - JOB #2130
COST SHARING ESTIMATE - CONCESSION 7 ROAD RECONSTRUCTION**

September 26, 2025

IV - CONCESSION 7 ROAD RECONSTRUCTION

<u>PRIMARY SERVICES</u>	TOWN COSTS	OWNER COSTS	TOTAL COSTS
SECTION O - GENERAL	\$15,985.50	\$18,845.50	\$34,831.00
SECTION P - PRELIMINARY ROADS	\$175,517.70	\$175,517.70	\$351,035.40
SECTION QX.2 - STORM	\$195,918.98	\$195,918.98	\$391,837.95
SUBTOTAL (PRIMARY SERVICES)	<u>\$387,422.18</u>	<u>\$390,282.18</u>	<u>\$777,704.35</u>
<u>SECONDARY SERVICES</u>			
SECTION R - FINAL ROADS	\$46,025.00	\$109,025.00	\$155,050.00
SECTION S - CONCRETE SIDEWALKS	\$0.00	\$52,200.00	\$52,200.00
SUBTOTAL (SECONDARY SERVICES)	<u>\$46,025.00</u>	<u>\$161,225.00</u>	<u>\$207,250.00</u>
SUBTOTAL PRIMARY AND SECONDARY SERVICES	\$433,447.18	\$551,507.18	\$984,954.35
STREET LIGHTING - RTG SYSTEMS INC. ESTIMATE	\$0.00	\$180,313.00	\$180,313.00
SUBTOTAL	<u>\$433,447.18</u>	<u>\$731,820.18</u>	<u>\$1,165,267.35</u>
PLUS 15% ENGINEERING & CONTRACT ADMIN/INSPECTION	\$65,017.08	\$109,773.03	\$174,790.10
SUBTOTAL	<u>\$498,464.25</u>	<u>\$841,593.20</u>	<u>\$1,340,057.45</u>
PLUS HST	\$64,800.35	\$109,407.12	\$174,207.47
TOTAL COST	<u><u>\$563,264.60</u></u>	<u><u>\$951,000.32</u></u>	<u><u>\$1,514,264.92</u></u>

COST SHARING ESTIMATE - MODERO ESTATES

2025-09-26

CONTRACT NO. 2130
MODERO ESTATES

	ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS
IV - CONCESSION 7 RECONSTRUCTION											
SECTION 'O' - GENERAL											
100	A2	SPCS	Preconstruction Survey	1	L.S.	\$2,860.00	\$2,860.00	0%	\$0.00	100%	\$2,860.00
101			Construction Layout	1	L.S.	\$6,290.00	\$6,290.00	50%	\$3,145.00	50%	\$3,145.00
102	A8	SPCS	Clearing and Grubbing Including stump removal as required for road reconstruction works and as required for storm sewer outfall. Installation and regrading around storm outfall to match existing drainage course.	1	L.S.	\$8,870.00	\$8,870.00	50%	\$4,435.00	50%	\$4,435.00
103	A7	SPCS	Install, Maintain, and Remove Silt Control Devices								
			a) Light Duty Silt Fence Barrier per OPSD 219.110 at Headwall Outlet	20	m	\$15.00	\$300.00	50%	\$150.00	50%	\$150.00
			b) Silt Sacs								
			i. Single Catchbasins	8	ea	\$154.00	\$1,232.00	50%	\$616.00	50%	\$616.00
			ii. Double Catchbasins	2	ea	\$246.00	\$492.00	50%	\$246.00	50%	\$246.00
104	A8	SPCS	Construction Signs, Traffic Control and Traffic Management Plan	1	L.S.	\$12,700.00	\$12,700.00	50%	\$6,350.00	50%	\$6,350.00
105			Street Signs								
			a) Stop Signs install only - supplied by NOTL	1	ea	\$244.00	\$244.00	50%	\$122.00	50%	\$122.00
			b) Street Name Sign install only - supplied by NOTL	1	ea	\$244.00	\$244.00	50%	\$122.00	50%	\$122.00
			c) Object Marker Signs (WA-33R)	3	ea	\$533.00	\$1,599.00	50%	\$799.50	50%	\$799.50
TOTAL SECTION 'O' - GENERAL							\$34,831.00		\$15,985.50		\$18,845.50

COST SHARING ESTIMATE - MODERO ESTATES

2025-09-26

CONTRACT NO. 2130
MODERO ESTATES

	ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS
IV - CONCESSION 7 RECONSTRUCTION											
SECTION 'P' - PRELIMINARY ROADS											
106	B2	SPCS	Excavation and pregrading Concession 7 roadways - Fill to be compacted to 95% SPD minimum, included in the item is site clean up upon completion of servicing and backfilling of curb area. - Roadways to finished subgrade - Ditch/boulevard to finished grade less 100mm topsoil allowance - 3:1 Slope to Stormwater Headwall Outlet at Six Mile Creek	5,000	m ³	\$8.60	\$43,000.00	50%	\$21,500.00	50%	\$21,500.00
107	B3	SPCS	Granular Material a) Granular 'A' - Limestone - 450mm compacted thickness b) Granular 'M' - 0.5m width, 75mm compacted thickness	4,200	m ²	\$32.50	\$136,500.00	50%	\$68,250.00	50%	\$68,250.00
				28	m ²	\$31.50	\$882.00	50%	\$441.00	50%	\$441.00
108	B6	SPCS	Subdrain 100mm dia. Perforated HDPE Pipe c/w Filter Cloth (Includes 'Coring of' and 'Connection to' existing structures, where required)	800	m	\$10.00	\$8,000.00	50%	\$4,000.00	50%	\$4,000.00
109	B7	SPCS	Roadside Culverts - Granular 'A' Bedding and Cover a) 375mm diameter - HDPE including Rip-Rap per OPSD 810.010	32	m	\$194.00	\$6,208.00	50%	\$3,104.00	50%	\$3,104.00
110	B8	SPCS	Concrete Curb and Gutter - 2 - 10m rebar a) Concrete Barrier Curb w/ Standard Gutter (OPSD 600.040). Including curb tapers and depressions.	800	m	\$64.50	\$51,600.00	50%	\$25,800.00	50%	\$25,800.00

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ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS	
111	B14	SPCS	Supply & Place Hot Mix Asphalt								
			a) HL8 HS Base Course - 50mm thickness	4,200	m ²	\$16.50	\$69,300.00	50%	\$34,650.00	50%	\$34,650.00
			b) Install asphalt fillets at catchbasins	8	ea	\$171.00	\$1,368.00	50%	\$684.00	50%	\$684.00
112	B15	SPCS	Reinstate Existing Driveway Aprons	4	ea	\$4,380.00	\$17,520.00	50%	\$8,760.00	50%	\$8,760.00
			- 300mm Granular 'A'								
			- 75mm HL3F Asphalt								
113			Provisional Item - Terrafix 270R or equal filter cloth	840	m ²	\$4.30	\$3,612.00	50%	\$1,806.00	50%	\$1,806.00
114	B27	SPCS	Removal of Existing Items								
			a) Existing Driveway Culverts	17.3	m	\$28.00	\$484.40	50%	\$242.20	50%	\$242.20
			b) Existing 450mm diameter culvert crossing Concession 7 Road	16.5	m	\$28.00	\$462.00	50%	\$231.00	50%	\$231.00
			c) Existing 825mm diameter culvert	7.0	m	\$28.00	\$196.00	50%	\$98.00	50%	\$98.00
			d) Existing Hydrants	1	ea	\$403.00	\$403.00	50%	\$201.50	50%	\$201.50
			e) Existing Con 7 Asphalt Roadway	1	L.S.	\$11,500.00	\$11,500.00	50%	\$5,750.00	50%	\$5,750.00
TOTAL SECTION 'P' - PRELIMINARY ROADS						\$351,035.40		\$175,517.70		\$175,517.70	
IV - CONCESSION 7 RECONSTRUCTION											
SECTION 'QX.2' - STORM SEWERS											
115	C1.2	SPCS	Storm Sewers - Mainline								
			Granular 'A' Bedding and Cover on PVC Sewer, Native Material Backfill except under existing roads where backfill is to be Full Granular 'A'. Including sawcutting, and temporary asphalt restoration where required.								
			a) 525mm dia. - CONC CL65D								
			i. MH 51 to MH 52	103.1	m	\$625.00	\$64,437.50	50%	\$32,218.75	50%	\$32,218.75
			ii. MH 52 to MH 53	62.9	m	\$691.00	\$43,463.90	50%	\$21,731.95	50%	\$21,731.95
			iii. MH 53 to MH 54	79.5	m	\$614.00	\$48,813.00	50%	\$24,406.50	50%	\$24,406.50
			iv. MH 55 to HW	13.1	m	\$612.00	\$8,017.20	50%	\$4,008.60	50%	\$4,008.60
			b) 825mm dia. - CONC CL65D								
			i. MH 54 to MH 55	69.9	m	\$881.00	\$61,581.90	50%	\$30,790.95	50%	\$30,790.95

COST SHARING ESTIMATE - MODERO ESTATES

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CONTRACT NO. 2130
MODERO ESTATES

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS
116	C1.2	SPCS Storm Sewers - Catch Basin Leads PVC Ribbed with Granular 'A' Bedding and Cover								
		a) Single Roadway - 200mm dia.	34.0	m	\$310.00	\$10,540.00	50%	\$5,270.00	50%	\$5,270.00
		b) Double Roadway - 250mm dia.	6.0	m	\$284.00	\$1,704.00	50%	\$852.00	50%	\$852.00
		c) Ditch Inlet - 300mm dia.	7.6	m	\$362.00	\$2,751.20	50%	\$1,375.60	50%	\$1,375.60
		d) Ditch Inlet - 450mm dia.	10.3	m	\$437.00	\$4,501.10	50%	\$2,250.55	50%	\$2,250.55
117	C5.2	SPCS Flush and TV Inspect								
		a) Sewers								
		i. New Sewers	386.4	m	\$14.00	\$5,409.60	50%	\$2,704.80	50%	\$2,704.80
		b) Mandrel Testing - New Flexible Sewer								
		i. Upon Completion	57.9	m	\$4.50	\$260.55	50%	\$130.28	50%	\$130.28
118	C6.2	SPCS Precast Concrete Maintenance Holes, Catchbasins and Ditch Inlets								
		A. Precast Concrete Maintenance Holes Includes Self-Leveling Frames & Covers (within roadway)								
		a) 1200mm Dia. - OPSD 701.010								
		i. STM MH '51' - Approx. depth +/- 1.9m	1	ea	\$6,830.00	\$6,830.00	50%	\$3,415.00	50%	\$3,415.00
		ii. STM MH '52' - Approx. depth +/- 2.9m	1	ea	\$8,020.00	\$8,020.00	50%	\$4,010.00	50%	\$4,010.00
		iii. STM MH '53' - Approx. depth +/- 3.0m	1	ea	\$8,150.00	\$8,150.00	50%	\$4,075.00	50%	\$4,075.00
		b) 1500mm Dia. - OPSD 701.011								
		i. STM MH '54' - Approx. depth +/- 2.6m	1	ea	\$7,610.00	\$7,610.00	50%	\$3,805.00	50%	\$3,805.00
		ii. STM MH '55' - Approx. depth +/- 2.7m - Hydroworks HD5 Oil/Grit Separator with 150mm diameter orifice at outlet	1	ea	\$49,300.00	\$49,300.00	50%	\$24,650.00	50%	\$24,650.00
		B. Precast Concrete Catchbasins Includes Frame & Grates (OPSD 400.020) Rim Elevations as Noted on Contract Drawings								
		a) 600x600mm Single - OPSD 705.010 - Roadway	8	ea	\$3,160.00	\$25,280.00	50%	\$12,640.00	50%	\$12,640.00
		b) 600x1450mm Double - OPSD 705.020 - Roadway	2	ea	\$5,710.00	\$11,420.00	50%	\$5,710.00	50%	\$5,710.00
		c) 600x600mm Ditch Inlet - OPSD 705.030	2	ea	\$3,580.00	\$7,160.00	50%	\$3,580.00	50%	\$3,580.00

COST SHARING ESTIMATE - MODERO ESTATES

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MODERO ESTATES

	ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS	
119			Stormwater Headwall a) Headwall per OPSD 804.030 for 450mm diameter storm sewer with grate per OPSD 804.050 and pedestrian barricade per OPSD 804.050. Including grading at max 3:1 slope as required to match existing culvert and watercourse embankment.	1	ea	\$13,400.00	\$13,400.00	50%	\$6,700.00	50%	\$6,700.00	
			b) 100mm topsoil and Hydroseed disturbed lands at outfall	100	m ²	\$23.00	\$2,300.00	50%	\$1,150.00	50%	\$1,150.00	
120			Rip-Rap a) 150-250mm dia., and 500mm thick including geotextile terrafix 270R or approved equal per OPSD 810.010	12	m ²	\$74.00	\$888.00	50%	\$444.00	50%	\$444.00	
							TOTAL QX.2 - STORM		\$391,837.95		\$195,918.98	\$195,918.98
							TOTAL SECTION 'Q' - SEWERS		\$391,837.95		\$195,918.98	\$195,918.98

COST SHARING ESTIMATE - MODERO ESTATES

2025-09-26

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MODERO ESTATES

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	% TOWN	TOWN COSTS	% OWNER	OWNER COSTS	
IV - CONCESSION 7 RECONSTRUCTION											
SECTION 'R' - FINAL ROADS											
121	B8	SPCS	Concrete Curb and Gutter - adjust roadway catchbasins to finished grade and place a) Concrete Barrier Curb w/ Standard Gutter (OPSD 600.040) at roadway catchbasins. To include removal and disposal of asphalt fillets and adjustment of cb's.	10	ea	\$500.00	\$5,000.00	50%	\$2,500.00	50%	\$2,500.00
122	B11	SPCS	Asphalt Milling - 40mm depth	370	m ²	\$25.00	\$9,250.00	50%	\$4,625.00	50%	\$4,625.00
123	B14	SPCS	Supply & Place Hot Mix Asphalt and Adjust Manholes to Finished Grade a) Concession 7 i. HL3 HS Top Course - 40mm thickness	4,100	m ²	\$18.00	\$73,800.00	50%	\$36,900.00	50%	\$36,900.00
124	B34	SPCS	Tactile Surface Plates a) Straight Plates (610mm x 610mm)	10	ea	\$300.00	\$3,000.00	0%	\$0.00	100%	\$3,000.00
125			Line Painting	1	L.S.	\$4,000.00	\$4,000.00	50%	\$2,000.00	50%	\$2,000.00
126	B21	SPCS	100mm Topsoil and Hydroseed - Boulevard Includes any grading necessary to provide positive drainage	4000	m ²	\$15.00	\$60,000.00	0%	\$0.00	100%	\$60,000.00
TOTAL SECTION 'R' - FINAL ROADS						\$155,050.00		\$46,025.00		\$109,025.00	
IV - CONCESSION 7 RECONSTRUCTION											
SECTION 'S' - CONCRETE SIDEWALKS											
127	B9	SPCS	Concrete Sidewalks - 32 Mpa a) Concession 7 1.5m wide x 125mm thick with 150mm Granular 'A'	580	m ²	\$ 90.00	\$52,200.00	0%	\$0.00	100%	\$52,200.00
TOTAL SECTION 'S' - CONCRETE SIDEWALKS						\$52,200.00		\$0.00		\$52,200.00	
TOTAL PART IV - CONCESSION 7 ROAD RECONSTRUCTION						\$984,954.35		\$433,447.18		\$551,507.18	