



The Corporation of the Municipality of

Central Elgin

BY-LAW 2519

Being a By-law to Authorize the Mayor and the Clerk to Execute a Development Agreement with 2526485 Ontario Inc. regarding Phase 2 - Plan of Subdivision 34T-CE1801

WHEREAS the Developer and the Municipality have agreed that the development of the Lands, in accordance with the Plan and this Agreement, as evidenced by the Decision of the county of Elgin dated November 27, 2018, File No. 34T-CE1801;

AND WHEREAS execution of a development agreement is a condition of said approval;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN ENACTS AS FOLLOWS:

1. The Mayor and the Clerk are hereby authorized, on behalf of The Corporation of the Municipality of Central Elgin, to enter into and execute under its corporate seal a Development Agreement with 2526485 Ontario Inc. regarding Phase 2 of Plan of Subdivision 34T-CE1801.
2. A copy of the said Agreement shall remain attached to and form part of the By-law.

READ a FIRST and a SECOND TIME this 28th day of September, 2020

READ a THIRD TIME and FINALLY PASSED this 28th day of September, 2020

Donald N. Leitch, CAO/Clerk

Sally Martyn, Mayor

THIS SUBDIVISION AGREEMENT made this day of , 2020

B E T W E E N:

2526485 ONTARIO INC.
(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY OF
CENTRAL ELGIN
(hereinafter called the "Municipality"
and one of the Parties)

WHEREAS the Developer is the registered and beneficial owner of the lands (hereinafter referred to as the "Lands") situate in the Municipality of Central Elgin in the County of Elgin, more particularly described in Schedule "A" attached to and forming part of this Subdivision Agreement;

AND WHEREAS the Developer and the Municipality have agreed that the development of the Lands, in accordance with the Plan and this Subdivision Agreement, which development, for purposes of development phasing, as evidenced by the Decision of the County of Elgin dated November 27, 2018, File No. 34T-CE1801;

AND WHEREAS the Developer now wishes to proceed with the development of Phase 2 and that proposed Plan has been initialed by the parties hereto and are identified in Schedule "B-1" and forms a part of this Subdivision Agreement;

AND WHEREAS the Developer has agreed with the Municipality to comply with its requirements with respect to the provision of services for the Lands proposed to be subdivided and other matters as hereinafter set forth;

NOW THEREFORE THIS SUBDIVISION AGREEMENT WITNESSES that the Parties hereto, in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada by each to the other paid (the receipt and sufficiency of which consideration is hereby acknowledged by each Party), covenant and agree each with the other as follows:

SECTION 1 - DEFINITIONS AND INTERPRETATION

The following words and expressions wherever used in this Subdivision Agreement shall have the meaning ascribed hereto:

- 1.1 "Building Official" means the Chief Building Official appointed by the Municipality under the *Building Code Act*;
- 1.2 "Chief Administrative Officer" means the Chief Administrative Officer of the Municipality;
- 1.3 "County" means The Corporation of the County of Elgin;
- 1.4 "Developer" means 2526485 Ontario Inc.;
- 1.5 "Director of Asset Management and Development Services" means the Director of Asset Management and Development Services for the Municipality, or the Director's designate
- 1.6 "Director of Infrastructure and Community Services" means the Director of Infrastructure and Community Services for the Municipality, or the Director's designate;
- 1.7 "Director of Planning" means the Director of Planning for the Municipality;
- 1.8 "Municipality" means The Corporation of the Municipality of Central Elgin;
- 1.9 "Draft Plan" means Draft Plan, County of Elgin 34T-CE1801 attached hereto as Schedule "B-2";

- 1.10 "Plan" means the plan of subdivision attached as Schedule "B-1",
- 1.11 "section", "subsection", "paragraph" and "clause" means the specified section, subsection, paragraph or clause in this Subdivision Agreement; and
- 1.12 "Subdivision Agreement" means this Subdivision Agreement, including all schedules and amendments thereto.

SECTION A - SUBDIVIDER'S COVENANTS FOR PHASING OF DRAFT PLAN

This Agreement and the Plan in Schedule B-1 represents for the second phase of plan registration with respect to the Draft Plan which is attached as Schedule "B-2". This Agreement pertains only to the lands described in Schedule "A" and the Plan depicted in Schedule "B-1" hereto.

Plan for this Agreement (Schedule "B-1")	Draft Plan Approved by the County of Elgin (Schedule "B-2")
Lots to, inclusive	Lots 1 to 19, inclusive
Lots to, inclusive	Lots 68 to 92, inclusive
Lots to , inclusive	Lots 113 to 130, inclusive
Block	Block 147
Block	Block 150
Block	Block 151
Block	Block 153

SECTION 2 - DEVELOPER'S OBLIGATIONS

THE DEVELOPER COVENANTS AND AGREES with the Municipality as follows:

SERVICES REQUIRED

- 2.1 that the following services constitute the services to be provided in, on, under, or adjacent to the streets shown on the Plan, which services are detailed on Schedule "C" attached hereto and forming part of this Subdivision Agreement;
 - (A)
 - 2.1.1 sanitary sewers and appurtenances,
 - 2.1.2 private drain connections to sanitary sewers,
 - 2.1.3 storm water management facilities
 - 2.1.4 storm sewers and appurtenances,
 - 2.1.5 private drain connections to storm sewers,
 - 2.1.6 catch basins and leads,
 - 2.1.7 water mains and appurtenances,
 - 2.1.8 water service connections,
 - 2.1.9 fire hydrants,
 - 2.1.10 gravelled road base
 - (B)
 - 2.1.11 electrical distribution system,

- 2.1.12 curbs and gutters;
- 2.1.13 base coat of asphalt paving of roads,
- 2.1.14 street lighting with underground wiring at the front of the lots,
- 2.1.15 exclusionary fencing along the rear of Block 150, and north and east side of Block 153,
- 2.1.16 wooden privacy fencing where required
- 2.1.17 final grading and seeding of Block 151, parkland dedication.

(C)

- 2.1.18 final coat of asphalt paving of roads,

(D)

- 2.1.19 concrete, asphalt, or paving stone driveway approaches from the curb to the property line for lots within the Plan,
- 2.1.20 tree planting on road allowance in front of each dwelling within the Plan,
- 2.1.21 sodding in the boulevard areas between the curbs and the property lines for lots within the Plan,
- 2.1.22 sidewalks

- 2.2 that the streets within the Plan are local streets and shall be constructed in accordance with the standards of the Municipality for local streets unless otherwise shown on the approved plans.
- 2.3 that streets within the Plan shall be named to the satisfaction of the Municipality as shown on the Plan.

CONSTRUCTION OF SERVICES

- 2.4 that the Developer will install or construct the services listed in clauses 2.1.1 to 2.1.22, inclusive, or cause the same to be installed or constructed in accordance with the contract documents approved in writing by the Director of Asset Management and Development Asset Management and Development Services, and as shown on Schedule "C" attached to and forming part of this Subdivision Agreement. Such contract documents shall include any plans, specifications, tender and contract and such other documents as may be approved by the Director of Asset Management and Development Asset Management and Development Services. The contract documents shall be approved prior to commencement of construction or installation of any services and not otherwise, and such construction and installation shall be made under the supervision of the Developer's Consulting Engineer with inspections to be made by the Director of Asset Management and Development Asset Management and Development Services. Such Consulting Engineer shall be approved by the Director of Asset Management and Development Services and such Consulting Engineer shall file in writing with the Director of Asset Management and Development Asset Management and Development Services an acknowledgement with respect to the work being done under such Consulting Engineer's supervision. Such acknowledgment shall be in a form approved by the Director of Asset Management and Development Asset Management and Development Services. The Parties further agree that, without limiting the generality of the Developer's obligations under this section 2.4, the Developer:
 - 2.4.1 shall not grade or disturb the soil prior to providing a letter from the Developer's Licensed Archaeologist to the Municipality and the County indicating there are no further concerns for impacts to archaeological sites on the subject lands accompanied by a Ministry of Tourism, Culture and Sports letter indicating that the Developer has met the terms and conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of archaeological reports and the Developer agrees to provide said letter from the Developer's Licensed Archaeologist and the Ministry of Tourism, Culture and Sport prior to final approval of the plan of subdivision.

- 2.4.2 implement the recommendations and mitigation measures contained in the report entitled, *Seaglass in Port Stanley Scoped Environmental Study, Project No. 1823, Natural Resource Solutions Inc., February 2018*, insofar as the recommendations and mitigation measures relate to the development of this Plan;
- 2.4.3 document in a report prepared to the satisfaction of the Director of Asset Management and Development Asset Management and Development Services and the Kettle Creek Conservation Authority the work completed at the detailed site planning and design stage to implement each of the recommendations and mitigation measures contained in the report identified in paragraph 2.4.2 with respect to the development of the Plan;
- 2.4.4 implement the recommendations contained in the geotechnical engineering report entitled, *Wastell Homes, Geotechnical Report, Final, George Street, Port Stanley, Project Number LON00014790-slope, exp Services Inc.*, insofar as the recommendations and mitigation measures relate to the development of this Plan.
- 2.4.5 install adequate exclusionary fencing with no gates along the rear of Block 150, and north and east side of Block 153, the said fencing specifications to be those approved by the Director of Asset Management and Development Asset Management and Development Services;
- 2.4.6 install adequate wooden privacy fencing with no gates where required as shown on Schedule "C", Engineering Plans, the said fencing specifications to be those approved by the Director of Asset Management and Development Services.
- 2.4.7 prior to Final Approval of the Plan, contact Bell Canada and Rogers, prior to commencing any work within the Plan, to confirm that sufficient wire line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development, and the Developer acknowledges and agrees that in the event such infrastructure is not available, the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure, provided that if the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the Municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services);
- 2.4.8 prior to Final Approval of the Plan, arrangements shall be made to the satisfaction of the Municipality for the relocation of any utilities that may be required as a result of the development of the subject lands, such relocation shall be undertaken at the expense of the Developer; and

TIME OF CONSTRUCTION AND MUNICIPALITY'S WRITTEN AUTHORIZATION TO PROCEED

- 2.5 that the Developer shall commence and complete the installation or construction of each of the services listed in clauses 2.1.1 to 2.1.22 inclusive, within the following times:
 - 2.5.1 the construction or installation of the services listed in the subclauses enumerated under letter "A", shall be commenced within six months from the date of registration of the Final Plan of Subdivision and commenced only after the Municipality has issued its Final Approval of Plans and Authorization to Proceed and the construction or installation of the services shall be completed within nine months of such date provided that the six months from registration of the Plan does not fall within November 1 to April 1 of any year.
 - 2.5.2 the construction or installation of the services listed in the subclauses enumerated under letter "B" inclusive, shall not be commenced until after the Municipality has issued pursuant to paragraph 4.2, Section 4, the Interim Certificate of Acceptance of the Category "A" services and until the Director of Asset Management and Development Services has issued to the Developer written authorization to commence the construction/installation of the Category "B" services. The Developer shall forthwith commence the construction/installation of the Category "B" services and complete same

within two (2) months of the date of the aforesaid written notice, provided that the asphalt plants are operating at that time. The Director of Asset Management and Development Services may give written notice to commence the construction/installation of some or part of the services.

2.5.3 the construction or the installation of the service listed in the subclause enumerated under letter "C" inclusive shall be commenced upon the issuance of eighty-five (85%) percent of the building permits for the lands within the Plan, provided, however, that such time is neither sooner than one (1) year, nor later than three (3) years from the issuance of the Interim Certificate of Acceptance of Category B Services. The Director of Asset Management and Development Services may give written notice to commence the construction/installation of some or part of the services.

2.5.4 the construction or installation of the services listed in the subclauses enumerated under letter "D" inclusive, shall not be commenced until written notice to such effect is given to the Developer by the Director of Asset Management and Development Services. The construction or installation shall be completed within ninety (90) days of the giving of written notice. The Director of Asset Management and Development Services may give written notice to commence on a lot by lot basis.

DEFAULT

2.6 that if the Developer fails

2.6.1 to commence or complete the installation or construction of any of the services listed in clauses 2.1.1 to 2.1.22, inclusive, within the times specified in subsection 2.5, or

2.6.2 to install or construct the same in accordance with the contract documents as approved by the Director of Asset Management and Development Services, or

2.6.3 after commencing the installation or construction of any such services, to proceed expeditiously with the installation or construction of the same,

and any such default continues for twenty (20) days after notice thereof from the Director of Asset Management and Development Services has been sent by registered letter addressed to the Developer as provided for in section 5, then the Municipality, in addition to any other remedy the Municipality may have, may take such steps as it deems necessary to remedy the said default. In addition, where in the opinion of the Director of Asset Management and Development Services, it is necessary or advisable to construct or install or complete the whole or any part of any of the other services, such service or services may be installed, constructed or completed in whole or in part by the Municipality and the cost of remedying any default or of constructing, installing or completing the whole or any part of any of the other services, together with an engineering fee of five (5%) percent of the cost as certified by the Director of Asset Management and Development Services, shall be paid by the Developer to the Municipality.

REPAIR OF SERVICE

2.7 that, if at any time prior to the assumption by the Municipality of the services within the Plan listed in clauses 2.1.1 to 2.1.22, inclusive, any of the services do not function or function properly, the Director of Asset Management and Development Services shall, subject to subsection 2.9, give notice of such malfunction by registered letter addressed to the Developer as provided in Section 5 and, if such malfunction is not remedied within twenty (20) days of the mailing of such letter, then the Municipality may make whatever repairs or replacements it deems necessary and the cost thereof shall be paid by the Developer to the Municipality.

2.8 that, if at any time prior to the assumption by the Municipality of the services within the Plan listed in clauses 2.1.1 to 2.1.22, inclusive, any of the services do not function or do not function properly and in the opinion of the Director of Asset Management and Development Services, repairs or replacements are immediately necessary to prevent damage or hardship to persons or property, the Municipality may forthwith make whatever repairs or replacements it deems necessary and the cost thereof shall be paid by the Developer to the Municipality.

MAINTENANCE OF SERVICES

- 2.9 that the Municipality may provide maintenance from time to time for any or all of the services constructed or installed by the Developer until the final course of asphalt has been laid on all roads within the Plan and the cost of such maintenance shall be paid to the Municipality by the Developer, save and except winter maintenance of George Street which shall be the responsibility of the Municipality.
- 2.10 that, where in the opinion of the Director of Infrastructure and Community Services snow plowing is required or where in his opinion an emergency exists, the Municipality may, without notice to the Developer, provide snow plowing or whatever maintenance is in the Director of Infrastructure and Community Services' opinion necessary to meet any such emergency with respect to any or all of the services constructed or installed by the Developer.
- 2.11 that, where no emergency exists and maintenance is required and the cost is being paid by the Developer, before undertaking any maintenance work, apart from snow plowing, the Municipality shall, by facsimile and telephone, call the Developer and advise the Developer or leave a message for the Developer of the maintenance work required to be done. If there is no answer at such number or if the Developer fails to undertake the maintenance work within forty-eight (48) hours of the placing of such call and facsimile, or having commenced the maintenance work fails to proceed expeditiously with the completion of such work, the Municipality may proceed to do the same.
- 2.12 that, for the purposes of subsections 2.10 to 2.12, inclusive, "maintenance" includes grading, dust-laying or snow plowing of any road, removal of mud and/or debris from internal or abutting streets, cleaning of sewers, flushing of water mains, any repairs required to any of the services within the Plan prior to assumption of the services and such other works as the Director of Infrastructure and Community Services may from time to time designate.

GRADING PLANS

- 2.13 that the Developer has prepared and submitted to the Municipality the grading plan(s) for the Plan, identified in Schedule "C" to and forming part of this Subdivision Agreement and warrants that the said grading plan has been prepared by the Developer's Consulting Engineer and that, if the grades and elevations shown on such grading plan are established, the lots within the Plan will be adequately drained within a reasonable time, all in accordance with good engineering practice.

ROUGHGRADING

- 2.14 that, prior to commencing the construction or installation of any of the services listed in clauses 2.1.1 to 2.1.22 inclusive, the Developer will rough grade all of the Lands within the Plan. Such rough grading shall be in conformity, plus or minus 500 millimetres, with the elevations on such grading plan unless the Developer's Geotechnical Engineer recommends otherwise. Where in the opinion of the Director of Asset Management and Development Services, it is advisable to permit rough grading otherwise than in accordance with this subsection 2.14, the Director of Asset Management and Development Services may authorize in writing any variance, subject to such terms and conditions as the Director of Asset Management and Development Services may deem appropriate. Upon completion of the construction of the curbs and gutters, all of the road allowances within the Plan shall be regraded to conform to the grading plan. Upon completion of the rough grading, the Developer's Engineer will provide a Certificate of Completion and the Director of Asset Management and Development Services shall have ten (10) days to issue a Certificate of Acceptance or issue a Deficiency List which must be corrected by the Developer within ten (10) days.

TREE PLANTING

- 2.15 that the Developer agrees to plant trees, such trees to be of a species and a minimum size as approved by the Director of Asset Management and Development Services, and there shall be one (1) tree planted on all road allowances in front of each dwelling. Where utility conflicts prevent tree placement on a Lot, such trees shall be planted on a side yard abutting a street within the Plan.

LOT GRADING PLANS

- 2.16 that following construction of each dwelling within the Plan or by such earlier date as the Director of Asset Management and Development Services may in writing name, the Developer shall grade the lot on which the dwelling has been or is being constructed and those immediately adjacent thereto so as to establish the grades and elevations shown on the grading plan. In addition, the lot shall be graded so that the slope is uniform between adjacent elevations on the lot lines of such lot as shown on the grading plan. In the event of any disputes as to the grade or elevation to be established and maintained at any point within any lot where the grade or elevation is not shown on the grading plan, the written decision of the Director of Asset Management and Development Services as to the grade or elevation shall be final and binding. Upon the elevations and grades being established in accordance with this Subdivision Agreement, the Developer shall thereafter maintain the same for so long as the Developer is the registered owner of the lot. The Developer further agrees that it will:
- 2.16.1. not less than 9 months from the date of the final building inspection of any lot within the Plan, provide an Interim Lot Grading Certificate to the Municipality, certified by an Ontario Land Surveyor or a qualified engineer, certifying that the final lot grade is in accordance with the Lot Grading Plan;
- 2.16.2 prior to the assumption of the subdivision by the Municipality, provide to the Municipality a Final Lot Grading Certificate, certified by the Developer's Engineer, certifying that the grading of each lot within the Plan is in accordance with the Lot Grading Plan.
- 2.17 that if, in the opinion of the Director of Asset Management and Development Services, the Developer has at any time when the Developer is the registered owner of the lot within the Plan, or any part thereof, failed to establish or maintain any such grade or elevation as required by subsection 2.17, the Municipality may after giving such notice to the Developer as the Director of Asset Management and Development Services in the circumstances deems appropriate, enter and re-enter from time to time upon such lot or any part thereof, with equipment, machinery, sod and fill and do such work and remove anything from the lot as in the Director of Asset Management and Development Services opinion may be necessary to remedy such default and the costs thereof shall be paid by the Developer to the Municipality.
- 2.18 where the Developer has sold or transferred the lot within the Plan, or any part thereof, and in the opinion of the Director of Asset Management and Development Services, any grade or elevation within the lot, or any part thereof, has not been established or has not been maintained as required by subsection 2.17, the Municipality, after giving such notice to the subsequent owner as the Director of Asset Management and Development Services may in the circumstances deem appropriate, may enter and re-enter from time to time upon such lot with such equipment, machinery, sod and fill as the Director of Asset Management and Development Services may determine to do such work and remove anything from the lot as in the opinion of the Director of Asset Management and Development Services may be necessary to remedy such default and the cost thereof shall be paid by the subsequent owner to the Municipality and if not so paid, it shall constitute a lien on the lot and interest shall be payable on the amount thereof at the rate of 15 per cent per annum commencing fifteen (15) days after the mailing of a statement to the subsequent owner at such owner's last known address.

LOT DEVELOPMENT PLANS

- 2.19 that the Developer will submit a lot development plan, prepared and certified by a qualified professional consultant, which consultant shall be approved by the Director of Asset Management and Development Services, for each lot within the Plan, to the Director of Asset Management and Development Services, or his designate, with every building permit application. Each such development plan shall show details of the proposed lot elevations and grades, basement and top of foundation elevations, drainage and storm water management components, all of which shall conform to the lot grading and drainage plan attached as Schedule "D" to this Subdivision Agreement and the storm water management plan approved for the lands within the Plan. Such lot development plan shall also show details of the location of all existing and proposed easements, all proposed buildings and structures, site services, driveways, existing trees and any other significant site features. Each lot development plan shall be approved by the qualified professional consultant who prepared and certified the subdivision grading plan, attached as Schedule "D" to this Subdivision Agreement. Upon completion of the construction of all buildings and structures,

site services, driveways and any other significant site features and completion of the fine grading, but prior to seeding or sodding, the Developer shall file with the Director of Asset Management and Development Services, a certificate signed by the Developer's Consulting Engineer, certifying that the lot has been developed in accordance with the lot development plan. All grading shall be within a 50 millimetre tolerance of that set out in the provisions of the approved Development Plan.

- 2.20 that the Developer will require the purchaser of any lot within the Plan, as a condition of purchase and sale, to fulfil the requirements of subsection 2.19, subject to the Developer's continuing obligation to ensure the aforesaid requirement by the Purchasers and to comply with the terms of this Agreement.

EXISTING DRAINS

- 2.21 that the Developer will maintain in operation all drains in use on the Lands within the Plan during the construction of all services and dwellings and repair same in a proper workmanlike manner, provided always that the Developer shall have the right to relocate the said drains, in accordance with plans and specifications approved in writing by the Director of Asset Management and Development Services, prior to commencement of the work and not otherwise and that such relocation shall be made under the supervision of the Developer's Consulting Engineer and periodic inspections shall be made by the Director of Asset Management and Development Services.

SEWAGE SYSTEMS

- 2.22 that any sanitary sewage system installed or constructed within a building or buildings to be erected upon the Lands within the Plan shall be separate and distinct from any storm sewage system within such building or buildings and shall only be connected to the Municipality's sanitary sewage system and that any storm sewage system installed or constructed within a building or buildings to be erected upon the Lands shall be separate and distinct from any sanitary sewage system within such building or buildings and shall only be connected to the Municipality's storm sewage system.

DAMAGE TO SERVICES

- 2.23 that the Developer will repair, at its expense in a good and workmanlike manner, to the satisfaction of the Director of Asset Management and Development Services and within such time as the Director of Asset Management and Development Services may provide, any damage to any of the services listed in clauses 2.1.1 to 2.1.22 inclusive, or to any other municipal service resulting from the installation or construction of any services to the Lands within the Plan or from the construction of any building or structure on the Lands within the Plan or from the performance of any other works on such Lands, or from the performance of any works within the public highways abutting thereto.

USE OF PUBLIC HIGHWAYS

- 2.24 that the Developer will not do any work on, under or over or use any public highway abutting the Lands in connection with the performance of this Subdivision Agreement, except with the express written approval of the Director of Asset Management and Development Services, and where any work is approved, it shall be commenced and completed within such time or times as are fixed by the Director of Asset Management and Development Services and to the satisfaction of the said Director of Asset Management and Development Services. The Developer further agrees to provide such barriers and signs and take other steps as may be required by the Director of Asset Management and Development Services to avoid injury or risk of injury to any person using such highway.

LIENS

- 2.25 that the Developer will cause to be discharged any lien filed with the Municipality pursuant to the *Construction Lien Act*, as amended, in respect to any of the works, undertaken by the Developer, within any public highway, pursuant to the provisions of this Subdivision Agreement, and that the Developer will pay any legal costs, fees and disbursements incurred by the Municipality in connection with any such lien. In the event the Developer fails to discharge any such lien or fails to pay any such costs, fees and disbursements, the Municipality may discharge such lien by paying

into Court or otherwise, and may pay any such costs, fees and disbursements and the Developer agrees that it will pay to the Municipality any amount or amounts so paid by it.

CONVEYANCES – EASEMENTS

2.26 that, upon the registration of the Plan, the Developer will convey to the Municipality or cause to be conveyed:

- (i) streets depicted on the Plan to be dedicated as a public highway upon assumption by the Municipality
- (ii) Blocks 151 (Public Parkland), and 153 (SWM POND),
- (iii) other rights and easements as it may require for noise attenuation structures, water mains, storm sewers and storm drainage and other utility purposes; and
- (iv) to EARTH Power, Bell Canada, Rogers Cable Service Limited, and Union Gas Limited and such other parties as may be necessary such easements as each of them may require for electricity, telephone, television cable and natural gas utility and other purposes.

Any such transfer pursuant to clause 2.26 shall be in fee simple and for nominal consideration (i.e. \$1.00) in a form satisfactory to the Municipality's solicitor and title to such lands shall be good and free from all liens and encumbrances.

2.27 The Developer agrees that, forthwith after registration of any transfer pursuant to subclauses 2.26 (i), and (ii), and any grant of rights and easements pursuant to clauses 2.26 (iii) and (iv), it shall provide to the Transferee's solicitor a Certificate of Opinion of Title of the lands in respect of which such transfer and rights and easements are granted, in a form satisfactory to the Transferee's solicitor, such Certificate of Opinion to be given by a solicitor authorized to practise law in the Province of Ontario.

2.28 the Developer shall provide the Municipality with a digital copy of the reference plan (.dwg and .pdf formats) of the reference or survey plan designating the lands in respect of which such transfers and grants of rights and easements are given.

2.29 that the lands to be transferred and the lands over which rights and easements are to be given pursuant to 2.26 above shall, on the registration of the Plan, be in a clean and tidy condition, graded as required by Section 2.14 and, if necessary, stabilized against erosion in accordance with the engineer's drawings attached hereto as Schedule "C". After such lands or such rights and easements are so transferred, the Developer shall not use or permit the use of such lands for the storing of topsoil or any excavated material or equipment except in accordance with the engineer's drawings attached hereto or with the written consent of the Municipality, and in the event of default, the Municipality, after giving the Developer notice pursuant to Section 5, may remove such soil, material or equipment and the cost thereof shall be paid by the Developer to the Municipality.

FINANCIAL RESPONSIBILITIES TO MUNICIPALITY

2.30 The Developer agrees that it shall be responsible for and shall forthwith reimburse the Municipality for all reasonable expenses for legal, engineering and administrative services incurred in connection with the negotiations, supervision and enforcement of this Agreement and the development and construction of works contemplated hereunder, and on the execution of this Agreement, the Developer shall pay whatever amount may then be owing to the Municipality and shall forthwith pay all accounts received by it from time to time. The Municipality agrees to provide evidence of such costs and expenses to the Developer when demanding payment. If any account rendered is not forthwith paid, interest shall be payable at the rate of 15% per annum commencing 15 days after the mailing of such account to the Developer.

2.31 The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to this Agreement provided that such right must be exercised by written notice to the Municipality within six (6) months after the Developer has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient

funds to pay the amount being contested or security therefore. A court of competent jurisdiction shall determine which party shall pay the costs associated with any such challenge

DEVELOPMENT CHARGES

- 2.32 that the Developer acknowledges the development charges payable in respect of each dwelling erected within the Plan is determined in accordance with the existing Development Charges By-Law, as amended, of the Municipality, which may be amended from time to time.
- 2.33 that Development Charges in accordance with the existing Development Charges By-law, as amended, of the Municipality shall be paid upon the issuance of each building permit for land within the subdivision.
- 2.34 that education development charges shall be paid upon the issuance of a building permit in respect of each dwelling unit to be erected on the Lands within the Plan.
- 2.35 the Developer undertakes to inform the persons or companies who first purchase the subdivided land after the final approval of the plan of subdivision of all the approved development charges related to the development pursuant to Section 59(4) of the Development Charges Act, 1997 and Education Development Charge pursuant to the Education Act, R.S.O. 1990, c. E.2.

TAXES

- 2.36 that the Developer will pay the Municipality all outstanding taxes and rates, including any penalties thereon, concurrent with the execution of this Subdivision Agreement, and further, the Developer will pay taxes and rates levied against the Lands of which it is the owner on or before the due date thereof.

PAYMENT – INTEREST

- 2.37 that where by the provisions of this Subdivision Agreement any cost, fee, or amount is payable by the Developer to the Municipality, such cost, fee, or amount shall be paid at the time or times stated, or, if a time is not stated, it shall be paid within fifteen (15) days of the mailing of a statement by prepaid first class mail addressed to the Developer as provided in Section 5 of this Subdivision Agreement. If any such cost, fee or amount is not paid within the time provided by this Subdivision Agreement, interest shall be payable at the rate of fifteen (15%) percent per annum from the due date or date of mailing, as the case may be, until payment. The Municipality may draw on any letter of credit provided by the Developer for the faithful performance of its obligations and any amount paid on such draw shall be applied in payment of the cost, fee or amount owing and any interest in respect thereto.
- 2.38 that, if any cost, fee, or amount is at any time unpaid, and the Municipality does not draw upon the letter of credit/subdivision bond, or any draw made is insufficient to pay the cost, fee, or amount owing, or the balance thereof together with interest which may be payable, it may be recovered as a debt in an action in any Court of competent jurisdiction together with all costs incurred therewith.

SERVICING COSTS SUMMARY

- 2.39 that the Developer will pay the entire cost of the construction and installation of the services listed in clauses 2.1.1 to 2.1.22 inclusive, save and except than the cost for works that serve the south side of George Street, the costs of which shall be recovered by the Developer through a claim to the Municipality or through a front-ending agreement.
- 2.40 If the contract price for the Services is different than the estimates in Schedule “E” attached, the amount of the Letter of Credit required in paragraph 2.44 shall be adjusted within 30 days of the entering into the contract for services by the Developer
- 2.41 that an estimate of the cost for each of the services to be provided within the Plan is attached hereto as Schedule “E”, which estimate shall be based upon a Certificate from the Developer’s Consulting Engineer as to the Consulting Engineer’s estimate of the total cost of the services described in paragraphs 2.1.1 to 2.1.22, inclusive but subject to the approval of the Director of Asset Management and Development Services. The Certificate shall be on a form approved by the Director of Asset Management and Development Services.

LETTER OF CREDIT/SUBDIVISION BOND

- 2.42 that the Developer shall, deliver to the Municipality a Certified Cheque, Subdivision Bond or an irrevocable standby commercial letter of credit from a financial institution approved by the Municipality, in a form satisfactory to the Chief Administrative Officer, each providing for the faithful performance of all of the obligations of the Developer to the Municipality under this Subdivision Agreement prior to registration of the Plan.
- 2.43 that the total amount of the letter of credit/Subdivision Bond to be provided pursuant to subparagraph 2.42 shall be the sum of \$1,655,305, which shall be the total amount of the estimated cost of the Services described in Paragraph 2.1 to 2.1.22 less the cost of completed Services, which estimated costs are referred to in subparagraph 2.43 and as more particularly described in Schedule "E" attached, plus 15% of said amount.
- 2.44 If the contract price for the Services is different than the estimates in Schedule "E" attached, the amount of the Letter of Credit/Subdivision Bond required in paragraph 2.42 shall be adjusted within 30 days of the entering into the contract for services by the Developer.
- 2.45 that, if the Developer is not in default under this Subdivision Agreement, the amount of the Letter of Credit/Subdivision Bond delivered to the Municipality shall be reduced from time to time to an amount which, in the opinion of the Director of Asset Management and Development Services, is adequate to secure the faithful performance of the remaining obligations of the Developer. No reduction shall be made until the Developer has first filed with the Director of Asset Management and Development Services a progress certificate from the Developer's Consulting Engineer as to the reasonable cost of the services installed or constructed prior to the date of the certificate. In determining if a reduction is to be made, the Director of Asset Management and Development Services shall have regard to the following:
- 2.45.1 any progress certificate filed and approved by the Director of Asset Management and Development Services;
- 2.45.2 any reductions already made;
- 2.45.3 any draws on the letter by the Municipality;
- (i) that notwithstanding subsections 2.44 and 2.45, the amount of any Letter of Credit/Subdivision Bond provided by the Developer in respect of the costs of services, shall not be reduced as contemplated by subsection 2.45.1 through 2.45.3, inclusive, to less than Fifty Thousand (\$50,000.00) Dollars during the Category A Services or Category B Services Maintenance Periods set out in clauses 4.3 and 4.7 hereinafter;
- (ii) that notwithstanding subsections 2.44 and 2.45, the amount of any Letter of Credit/Subdivision Bond provided by the Developer in respect of the cost of the services, shall not be reduced as contemplated by subsection 2.46 to less than five (5%) percent of the total cost as determined by the Director of Asset Management and Development Services of all of such services, or \$25,000.00, whichever is greater, during any Warranty Period as set out in clauses 4.4, 4.8, 4.11, and 4.14 hereinafter.
- 2.46 that when Council has passed the By-law assuming ownership of the Works, the Director of Asset Management and Development Services shall deliver any outstanding cash, Subdivision Bonds or Letter(s) of Credit to the Developer.

REALIZING SECURITY

- 2.47 In addition to any other remedy which the Municipality may have against the Developer for breach of this agreement, after first giving twenty (20) days notice to the Developer, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security.
- 2.48 Similarly, the Municipality may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Municipality from the Developer

under the terms of this Subdivision Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Developer upon final acceptance and assumption of the Works; but, if there is a deficiency, the same shall be payable by the Developer forthwith upon demand.

BUILDING PERMITS

2.49.1 The Developer will not apply for a building permit for erection of any building or structure on any part or parts of the Lands within the Plan until:

- (i) the Plan has been registered;
- (ii) the Developer has obtained the approval of the Director of Asset Management and Development Services to the plans and specifications referred to in subsection 2.4;
- (iii) the contract documents referred to in subsection 2.4 have been executed;
- (iv) the rough grading, as required by subsection 2.14 has been completed, and
- (v) the services listed under letter "A" have been installed and are operational to the satisfaction of the Director of Asset Management and Development Services.

2.49.2 Prior to the issuance of a building permit for a dwelling, a qualified geotechnical engineer approved by the Chief Building Official, shall certify that:

- (i) the applicable site preparation recommendations in the report, *Wastell Homes, Geotechnical Report, Final, George Street, Port Stanley, Project Number LON00014790-slope, exp Services Inc.*, have been satisfactorily completed respecting the applicable lot; and
- (ii) the building plans submitted in support of the building permit application incorporate the applicable recommendations in the report, *Wastell Homes, Geotechnical Report, Final, George Street, Port Stanley, Project Number LON00014790-slope, exp Services Inc.*

OCCUPANCY OF UNITS

2.50 The Developer will not occupy nor permit to be occupied any dwelling unit on any part of the Plan until:

- 2.50.1 a building permit has been obtained and compliance has been made with the provisions of the *Building Code Act* and the Building Code pursuant thereto;
- 2.50.2 a sewer permit has been obtained and the sanitary sewer for the dwelling connected to the municipal sewer and, if applicable, the storm sewer private drain connection for the dwelling has been connected to the municipal storm sewer, and
- 2.50.3 water services have been installed to the satisfaction of the Director of Asset Management and Development Services.

2.51 The Developer will not occupy nor permit to be occupied any dwelling unit on any part of the Plan until Chief Building Official or a qualified geotechnical engineer approved by the Chief Building Official, certifies that the geotechnical measures identified in subsection 2.4.4 have been properly installed and constructed.

VEHICLE CLEANING OBLIGATIONS

2.52 that the Developer shall provide vehicle cleaning services for vehicles operating within and leaving the Lands within the Plan, so that debris and/or mud from the Lands within the Plan will not be deposited onto any street within or beyond the Plan. Where debris and/or mud from the Lands within the Plan is deposited on any street within or beyond the Plan, the Developer shall promptly remove such debris and/or mud to the satisfaction of the Director of Infrastructure and

Community Services and, if in the opinion of the Director of Infrastructure and Community Services, the Developer has failed to do so promptly or to do so to the satisfaction of the Director of Infrastructure and Community Services, the Municipality may undertake such removal, and the associated cost shall be paid by the Developer. In the event of any dispute as to the origin of any debris and/or mud on any street within or beyond the Plan, the decision of the Director of Infrastructure and Community Services shall be final and binding. At the request of the Municipality, the Developer shall construct a properly drained and gravelled wash area(s) within the Lands within the Plan in order to prevent the tracking of debris and/or mud onto the streets of the Municipality.

INDEMNIFICATION AND INSURANCE

- 2.53 that the Developer shall, until all of the services listed in clauses 2.1.1 to 2.1.22, inclusive, are assumed, indemnify and save harmless the Municipality and EARTH Power Corporation, as the case may be, and each and either of them, from all actions, causes of action, suits, claims or demands whatsoever that may arise directly or indirectly from any act or omission by the Developer, its agents, servants or contractors in the performance of any matter or thing in connection with this Subdivision Agreement. The Developer agrees to file with the Municipality upon registration of the Plan, a certificate of insurance evidencing the issuance to the Developer of a comprehensive policy of public liability and property damage insurance providing for coverage limits in respect of any one accident, of at least \$5,000,000.00 exclusive of interest and costs, for this purpose. Such policy shall name the Municipality as an additional insured thereunder, be in a form and content satisfactory to the Municipality, and be kept in good standing until all of such services are assumed.

STORM WATER MANAGEMENT

- 2.54 The Developer agrees to the following provisions regarding the development, implementation, installation, dedication and maintenance of storm water management facilities:
- 2.54.1 provide a storm water management report satisfactory to the Director of Asset Management and Development Services based on the preliminary report, *Servicing Report, Seaglass in Port Stanley, George Street, Port Stanley, Wastell Homes, Ricor Engineering Ltd., March 3, 2018, Project #1004-6.*
- 2.54.2 guarantee the implementation of the recommendations for the completion for the works identified within the final approved storm water management plan/report identified in section 2.53 in a manner satisfactory to the Director of Asset Management and Development Services;
- 2.54.3 conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control recommendations in the approved storm water management plan/report and maintain an inspection log which shall state the name of the inspector, date of inspections and the rectification or replacement measures which were undertaken to maintain the sediment and erosion control measures. The inspections shall continue until the assumption of services by the Municipality or until site construction warrants cessation of the visits; and
- 2.54.4 identify to the Director of Asset Management and Development Services and the Kettle Creek Conservation Authority the site contacts responsible for the monitoring schedule to be implemented in paragraph 2.53.3;
- 2.54.5 provide the Director of Asset Management and Development Services and the Kettle Creek Conservation Authority a written update of sediment and erosion control inspections and maintenance activities following all storm events; and
- 2.54.6 agree that any environmental protection measures recommended in the storm water management plan/report that are not capable of being addressed under the *Ontario Water Resources Act*, be implemented through the subdivision agreement.

SOIL CERTIFICATE

- 2.55 that the Developer shall retain a soils consultant satisfactory to the Director of Asset Management and Development Services, with proven experience in road and sewer construction works to check

the construction procedures, quality of material and workmanship used and to provide a written certificate that the design standards approved to the Director of Asset Management and Development Services for the work required under this Subdivision Agreement has been achieved. All testing shall be carried out to the satisfaction of the Director of Asset Management and Development Services and shall include periodic inspections and as the Director of Asset Management and Development Services may otherwise require. The Developer agrees that, prior to commencing any road or sewer construction, the Developer will hold a meeting with representatives of its contractor and its soils consultant and the Developer agrees to establish and have approved by the Director of Asset Management and Development Services, the means of compacting trench backfill material and road base material, taking into consideration existing soil conditions. The Developer is to have its soils consultant and its Consulting Engineer on the site when the installation of sewers is started and when the road construction is commenced. The approved method or methods of compacting the sewer trench backfill material and road base material shall be tested by the soils consultant to ensure that the method or methods to be used, meets the road design criteria. Not more than one hundred fifty (150 m) metres of sewer shall be laid unless approved otherwise by the Developer's Consulting Engineer until the soils consultant has approved the compaction method or methods. The soils consultant shall supply in writing descriptions of the approved compaction method or methods and their test results to the contractor, to the Consulting Engineer and to the Director of Asset Management and Development Services within two (2) days after the initial testing. The written certificate is to be supplied to the Director of Asset Management and Development Services prior to a request by the Developer for the assumption of any roads within the Plan and is to cover all the roads contained in the request for assumption. For the sake of clarification sewer construction work referred to in this paragraph includes both sanitary sewers and also storm sewers both on the Lands within the Plan and from those Lands extending beyond the Plan to outlet.

KETTLE CREEK CONSERVATION AUTHORITY PERMITS

2.56 that prior to any development and/or site alterations taking place on any lands within the Plan, the Developer shall obtain a permit from the Kettle Creek Conservation Authority as required under Regulation 181/06.

POSTAL SERVICE

2.57 that the Developer shall include in all offers of purchase and sale of any lot within the Plan, a statement that advises the prospective purchaser,

- i) that the home/business mail delivery will be from a designated community mail box; the locations of community mail boxes within the Plan; and any established easements granted to Canada Post to permit access to the community mail box.

2.58 that the Developer shall agree to,

- i) consult with Canada Post to determine suitable permanent locations for the community mail box, which locations shall be indicated by the developer on the appropriate servicing plans;
- ii) prior to offering any units for sale, display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the locations of the community mail boxes within the Plan as approved by Canada Post;
- iii) provide a suitable and safe temporary site for a community mail box until curbs, sidewalks and final grading are completed at the permanent community mail box location;
- iv) provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin;
- v) provide Canada Post with the expected installation date for the community mail box pad; and
- vi) provide the following for the community mail box and to include these requirements on the appropriate servicing plans: any required walkway across the

boulevard per municipal standards and any required curb depressions for wheelchair access with an opening of at least two metres (consult with Canada Post for detailed specifications).

ZONING CERTIFICATION

2.59 that the Developer shall:

- 2.59.1 obtain from the Director of Planning for the Central Elgin Planning Office written confirmation that the final plan of subdivision conforms to the Municipality's zoning by-law; and
- 2.59.2 pay the Municipality upon the execution of this Agreement the sum of \$1,446.40 which shall be accepted by the Municipality as its Planning Registration Fee for the Plan, including thirteen (13) percent for H.S.T. (64 lots x \$20 per lot = \$1280+ \$166.40.00 H.S.T.).

DEVELOPER'S EXPENSE

2.60 that, where by this Subdivision Agreement the Developer is required or obligated in any way, it shall fulfil such requirement or obligation at its own expense unless otherwise noted in this agreement.

2.61 (a) All services, which in the opinion of the Municipality are necessary for the development of the Lands within the Plan, such services being hereinafter called the "necessary services", shall be in place before development begins.

(b) Notwithstanding a), development may begin before all necessary services are in place if the Municipality is satisfied that adequate arrangements have been made to ensure that the necessary services shall be provided in a timely manner as development proceeds. Adequate arrangements shall include the passing of an area-specific development charge by-law pursuant to section 2 of the Development Charges Act, 1997 and the entering into of a front-ending agreement under section 44 of the Development Charges Act, 1997, which by-law and agreement relate to the necessary services.

PUBLIC SCHOOL ACCOMMODATION

2.62 the Developer shall inform all purchasers of residential lots by including a clause in all purchase agreements stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board. Holding Zone is defined by a geographical boundary, within an attendance area (usually with high concentrations of new or imminent development, for which the Trustees have approved that students residing in it are to attend a specified school based on available capacity, until such time as long-term accommodation and related revised attendance areas can be established.

PARKLAND DEDICATION

2.63 The developer shall convey Block 151 to the Municipality for park or other recreational purposes. Block 151 shall be graded in compliance with the approved grading plan and seeded to the satisfaction of the Director of Asset Management and Development Services. It is further agreed by the parties that Block 152 will be conveyed to the Municipality for park or other recreational purposes in a subsequent phase of the Draft Plan.

SECTION 3 - MUNICIPALITY'S OBLIGATIONS

THE MUNICIPALITY COVENANTS AND AGREES with the Developer as follows:

FINAL CONSENT BY MUNICIPALITY

3.1 that upon the execution of this Subdivision Agreement and completion of covenants required to be fulfilled at the time of execution, to consent to approval of the final plan of subdivision.

STREET SIGNS

- 3.2 that the Municipality will install street name signs within the Plan as required by the Director of Asset Management and Development Services at the Developer's expense.

OBLIGATIONS OF MUNICIPALITY ON ACCEPTANCE OF SERVICES

- 3.3 that, where in this Subdivision Agreement any sum or sums are payable by the Municipality to the Developer, such sum or sums shall be paid upon the issue of the certificates of acceptance by the Director of Asset Management and Development Services, in accordance with section 4, provided that, if any such sum or sums or part thereof relate to any service not within any street allowance, then such payment shall be made by the Municipality forty-five (45) days from the date on which the last work is done or material delivered in respect of such services.

SURVEY CERTIFICATION

- 3.4 that the Municipality will accept a certificate from an Ontario Land Surveyor, or a qualified engineer, certifying:
- 3.4.1 that he took elevations on the lot in the subdivision (which lot is to be named) on a particular date (which date is to be named), and
- 3.4.2 that on such date the elevations and grades for such lot were in accordance with the requirements of this Subdivision Agreement
- as conclusive evidence that, as of such date, such elevations and grades complied with this Subdivision Agreement.
- 3.5 the Developer agrees to have a surveyor install geodetic monuments within the subdivision. The number, type and location and any other requirements regarding the identification of the monuments on the final plan submitted for approval are to be approved by the Director of Asset Management and Development Services prior to the final approval and registration. The Developer shall install a minimum of 2 UTM NAD 83 monuments to the satisfaction of the Director of Asset Management and Development Services.

SECTION 4 - CERTIFICATES OF ACCEPTANCE AND ASSUMPTION

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other as follows:

Acceptance - Category A Services

- 4.1 Upon completion of the services mentioned in "A", the Developer's consulting engineer shall submit to the Municipality an Interim Certificate of Completion for Category A Services along with:
- 4.1.1 all quality assurance testing results, and to the extent that the Developer or the Developer's engineer is not professionally qualified to provide such certification, the Developer's completion certificate shall be supported by an accompanying certificate of those qualified to do so;
- 4.1.2 a videotape or other production generated by a television inspection method or equivalent method, satisfactory to the Director of Asset Management and Development Services, of the sanitary and storm sewage systems;
- 4.1.3 a Statutory Declaration of a proper and duly authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of Category A services have been paid and that there are no outstanding claims relating thereto; and

- 4.1.4 three sets of goods quality drawings showing the Category A services as constructed, together with digital copy (.dwg and .pdf formats) of the drawings showing the Category A services as constructed
- 4.2 Upon receipt of the Interim Certificate of Completion of Category A Services and the documentation set out in section 4.1 by the Director of Asset Management and Development Services, the Director of Asset Management and Development Services shall:
- 4.2.1 Within 20 working days, confirm such completion certificate and issue an Interim Certificate of Acceptance of Category A Services, or
- 4.2.2 Within 15 working days, issue to the Developer a statement of deficiencies in the construction, installation, maintenance or repair of the Category A services, whether or not the Developer is then the owner of the lands in respect of which there is a deficiency, and upon the Developer rectifying all such deficiencies to the complete satisfaction of the Director of Asset Management and Development Services within 60 days after the issuance of the statement of deficiencies, the Director of Asset Management and Development Services shall issue an Interim Certificate of Acceptance of Category A Services

and upon the issuance of the Interim Certificate of Acceptance of Category A services, the Category A Services Maintenance Period shall commence.

- 4.3 During the Category A Services Maintenance Period, the Developer shall provide for the faithful maintenance and repair of the Category A services to the satisfaction of the Director of Asset Management and Development Services.
- 4.4 The Director of Asset Management and Development Services shall issue a Certificate of Acceptance of Category A services two (2) years from the date of issue of the Interim Certificate of Acceptance of Category A services unless the Developer is in default in respect of such services or is otherwise in default under this Agreement in which case the Certificate of Acceptance of Category A Services shall be issued when the default is made good by the Developer. Upon the Director of Asset Management and Development Services issuing a Certificate of Acceptance of Category A Services, the Warranty Period shall commence and during such period the Developer shall provide for the faithful repair of the Category A services to the satisfaction of the Director of Asset Management and Development Services.

Acceptance - Category B Services

- 4.5 Upon completion of the services mentioned in "B", the Developer's consulting engineer shall submit to the Municipality an Interim Certificate of Completion for Category B Services along with:
- 4.5.1 all quality assurance testing results, and to the extent that the Developer or the Developer's engineer is not professionally qualified to provide such certification, the Developer's completion certificate shall be supported by an accompanying certificate of those qualified to do so;
- 4.5.2 a Statutory Declaration of a proper and duly authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of Category B services have been paid and that there are no outstanding claims relating thereto; and
- 4.5.3 three sets of good quality drawings showing the Category B services as constructed, together with digital copy (.dwg and .pdf formats) of the drawings showing the Category B services as constructed
- 4.6 Upon receipt of the Interim Certificate of Completion of Category B Services and the documentation set out in section 4.5 by the Director of Asset Management and Development Services, the Director of Asset Management and Development Services shall:
- 4.6.1 Within 20 working days, confirm such completion certificate and issue an Interim Certificate of Acceptance of Category B Services, or

4.6.2 Within 15 working days, issue to the Developer a statement of deficiencies in the construction, installation, maintenance or repair of the Category B services, whether or not the Developer is then the owner of the lands in respect of which there is a deficiency, and upon the Developer rectifying all such deficiencies to the complete satisfaction of the Director of Asset Management and Development Services within 60 days after the issuance of the statement of deficiencies, the Director of Asset Management and Development Services shall issue an Interim Certificate of Acceptance of Category B Services

and upon the issuance of the Interim Certificate of Acceptance of Category B Services, the Category B Services Maintenance Period shall commence.

- 4.7 During the Category B Services Maintenance Period, the Developer shall provide for the faithful maintenance and repair of the Category B services to the satisfaction of the Director of Asset Management and Development Services.
- 4.8 The Director of Asset Management and Development Services shall issue a Certificate of Acceptance of Category B services two (2) years from the date of issue of the Interim Certificate of Acceptance of Category B Services unless the Developer is in default in respect of such services or is otherwise in default under this Agreement in which case the Certificate of Acceptance of Category B services shall be issued when the default is made good by the Developer. Upon the Director of Asset Management and Development Services issuing a Certificate of Acceptance of Category B Services, the warranty period shall commence and during such period the Developer shall provide for the faithful repair of the Category B services to the satisfaction of the Director of Asset Management and Development Services.

Acceptance - Category C Services

- 4.9 Upon completion of the services mentioned in "C", the Developer's consulting engineer shall submit to the Municipality an Interim Certificate of Completion for Category C Services along with:
- 4.9.1 all quality assurance testing results, and to the extent that the Developer or the Developer's engineer is not professionally qualified to provide such certification, the Developer's completion certificate shall be supported by an accompanying certificate of those qualified to do so; and
- 4.9.2 a Statutory Declaration of a proper and duly authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of Category C services have been paid and that there are no outstanding claims relating thereto; and
- 4.10 Upon receipt of the Certificate of Completion of Category C Services by the Director of Asset Management and Development Services, the Director of Asset Management and Development Services shall:
- 4.10.1 Within 20 working days, confirm such completion certificate and issue a Certificate of Acceptance of Category C services, or
- 4.10.2 Within 15 working days, issue to the Developer a statement of deficiencies in the construction, installation, maintenance or repair of the Category C services, whether or not the Developer is then the owner of the lands in respect of which there is a deficiency, and upon the Developer rectifying all such deficiencies to the complete satisfaction of the Director of Asset Management and Development Services within 60 days after the issuance of the statement of deficiencies, the Director of Asset Management and Development Services shall issue a Certificate of Acceptance of Category C Services
- and upon the issuance of the Certificate of Acceptance of Category C Services, the Category C Services Warranty Period shall commence.
- 4.11 During the Category C Services Warranty Period, the Developer shall provide for the faithful repair of the Category C services to the satisfaction of the Director of Asset Management and Development Services.

Acceptance - Category D

- 4.12 Upon completion of the services mentioned in "D", the Developer's consulting engineer shall submit to the Municipality an Interim Certificate of Completion for Category D Services along with:
- 4.12.1 all quality assurance testing results, and to the extent that the Developer or the Developer's engineer is not professionally qualified to provide such certification, the Developer's completion certificate shall be supported by an accompanying certificate of those qualified to do so;
 - 4.12.2 a Statutory Declaration of a proper and duly authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of Category D services have been paid and that there are no outstanding claims relating thereto; and
 - 4.12.3 three sets of goods quality drawings showing the Category D services as constructed, together with mylar reproductions of the drawings showing the Category D services as constructed.
- 4.13 Upon receipt of the Certificate of Completion of Category D Services by the Director of Asset Management and Development Services, the Director of Asset Management and Development Services shall:
- 4.13.1 Within 20 working days, confirm such completion certificate and issue a Certificate of Acceptance of Category D services, or
 - 4.13.2 Within 15 working days, issue to the Developer a statement of deficiencies in the construction, installation, maintenance or repair of the Category D services, whether or not the Developer is then the owner of the lands in respect of which there is a deficiency, and upon the Developer rectifying all such deficiencies to the complete satisfaction of the Director of Asset Management and Development Services within 60 days after the issuance of the statement of deficiencies, the Director of Asset Management and Development Services shall issue a Certificate of Acceptance of Category D Services
- and upon the issuance of the Certificate of Acceptance of Category D Services, the Category D Services Warranty Period shall commence.
- 4.14 During the Category D Services Warranty Period, the Developer shall provide for the faithful repair of the Category D services to the satisfaction of the Director of Asset Management and Development Services.

Assumption

- 4.15 No earlier than two (2) years from the date of issuance of the Certificate of Acceptance for Category A Services and the date of issuance of the Certificate of Acceptance for Category B Services and no earlier than one (1) year from the date of issuance of the Certificate of Acceptance of Category C Services and the date of issuance of the Certificate of Acceptance of Category D Services, the Developer may submit to the Municipality a Final Certificate of Completion for Categories A, B, C and D Services certifying that all Works required by this Agreement have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans, specifications, schedules and in accordance with this Agreement, including certificates as to testing of the roads; along with:
- 4.15.1 all quality assurance testing results, and to the extent that the Developer or the Developer's engineer is not professionally qualified to provide such certification, the Developer's completion certificate shall be supported by an accompanying certificate of those qualified to do so;

- 4.15.2 a current videotape or other production generated by a television inspection method or equivalent method, satisfactory to the Director of Asset Management and Development Services, of the sanitary and storm sewage system;
- 4.15.3 a Statutory Declaration of a proper and duly authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of Category A,B,C, and D services have been paid and that there are no outstanding claims relating thereto; and
- 4.15.4 written confirmation from the Developer's engineer that all acceptable arrangements have been made between Bell Canada, Union Gas Limited, Rogers Cable, EARTH Power Corp., and such other persons as the Municipality may have designated in paragraph 2.26 and the Developer as to the completion of installation, at no cost to the Municipality, of all necessary telephone, fuel, cable television and other utilities or service distribution systems;
- 4.15.5 written confirmation from the Kettle Creek Conservation Authority that all of its requirements have been satisfied by the Developer;
- 4.15.6 a written statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars on the lands at a date not earlier than 30 days before the submissions to the Municipality of the certificate of final completion; and
- 4.15.7 a Certificate from a duly qualified professional engineer as contemplated in paragraph 2.18 certifying that, on a date not earlier than 30 days before submission to the Municipality of the certificate of final completion, such professional engineer took such elevations on the Lands as were necessary to determine whether the elevations and grades were in accordance with the General Grading Plan submitted to and approved in accordance with this Subdivision Agreement and further certifying that the elevations and grades were on that date in accordance with the General Grading Plan, within fifty (50) millimetres, and that, on that date, the Lands had been graded so that the slope is uniform between the adjacent elevations.
- 4.16 Upon receipt of the Certificate of Final Completion and the documentation set out in section 4.15 by the Director of Asset Management and Development Services, the Director of Asset Management and Development Services shall:
- 4.16.1 Within 20 working days, confirm such completion certificate and issue a Certificate of Final Acceptance, or
- 4.16.2 Within 20 working days, issue to the Developer a statement of deficiencies in the construction, installation, maintenance or repair of the Works, whether or not the Developer is then the owner of the lands in respect of which there is a deficiency, and upon the Developer rectifying all such deficiencies to the complete satisfaction of the Director of Asset Management and Development Services within 60 days after the issuance of the statement of deficiencies, the Director of Asset Management and Development Services shall issue a Certificate of Final Acceptance.
- whereupon the Municipality shall, within sixty (60) days or within such time as may be agreed upon between the Municipality and the Developer, enact a by-law assuming ownership of the Works, thereby terminating the warranty period; and the Municipality shall release to the Developer such security given hereunder as, in the opinion of the Director of Asset Management and Development Services, is no longer required, retaining such part thereof as is necessary, in the opinion of the Director of Asset Management and Development Services, to secure the installation, proper maintenance and repair of those parts of all Works which have not been assumed by a by-law of the Municipality, and upon enactment of the assumption by-law as aforesaid, all of the Works vest in the Municipality and the Developer shall have no right or claim thereto except as a user thereof.
- 4.17 that, notwithstanding the above sections, any services may be accepted or assumed prior to the times mentioned above when the Chief Administrative Officer so directs.

SECTION 5 - NOTIFICATION

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that, if any notice is required to be given to the Developer by the Municipality, or the Chief Administrative Officer, with respect to any matters relating to this Subdivision Agreement, such notice shall be sent by prepaid registered mail or delivered to:

President
2526485 ONTARIO INC.
5-1895 Blue Heron Drive
London, Ontario N6H 5L9
Facsimile 519-850-0010

or to such other address as is given in writing to the Municipality and the Chief Administrative Officer and that if any notice is required to be given to the Municipality by the Developer with respect to any matters relating to this Subdivision Agreement, such notice shall be sent by prepaid registered mail or delivered to:

Chief Administrative Officer & Clerk
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
450 Sunset Drive, 1st Floor
St. Thomas, Ontario N5R 5V1
Facsimile 519-631-4036

or to such other address as is given in writing to the Developer and any such notice mailed or delivered as provided above shall be deemed good and sufficient notice under the terms of this Subdivision Agreement.

SECTION 6 - DELEGATION BY MUNICIPALITY

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that, where in this Subdivision Agreement provision is made for anything to be done by the Municipality or the Chief Administrative Officer, it may also be done together with or by a person or persons or corporation designated by the Municipality.

SECTION 7 - ASSIGNMENT OF OBLIGATIONS

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that no right or obligation under this Subdivision Agreement shall be assigned by the Developer in whole or in part without the written consent of the Municipality but such consent shall not be unreasonably withheld.

SECTION 8 - FINAL AUTHORITY

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that where there is any conflict between the servicing or other requirements of the Municipality and those of any regulatory body, those of the regulatory body shall prevail unless the requirements of the Municipality are more demanding, in which case the Municipality's requirements shall prevail and in the event of any dispute as to which are more demanding, the decision of the Municipality shall be final as between the Developer and the Municipality.

SECTION 9 - SERVICING PERFORMED BY MUNICIPALITY

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other as follows:

- 9.1 that where the Municipality installs, constructs, repairs or maintains any of the services listed in clauses 2.1.1 to 2.1.22, inclusive, prior to their being assumed, such installation, construction, repair or maintenance shall be done as agent for the Developer and shall not constitute an acceptance or an assumption of the services by the Municipality, and that when the Municipality pays any sum or sums to the Developer in accordance with subsection 3.3, the payment of such sum or sums shall not constitute acceptance or any assumption of the services by the Municipality;
- 9.2 that, where in this Subdivision Agreement, the Municipality is authorized to do any act, whether or not there is any default on the part of the Developer, the Developer shall not in any way interfere with any act done by the Municipality, the Developer shall not permit its agents, servants, officers and contractors to interfere in any way and, on notice from the Chief Administrative Officer, the Developer shall terminate any work which it may be doing or cause its agents, servants, officers and contractors to terminate any work which they may be doing which interferes with anything authorized to be done by the Municipality.

SECTION 10 - PLANS AND SCHEDULES

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other as follows:

- 10.1 that the plans and schedules attached hereto and collectively marked as Schedules "C" form part of the this Agreement. Schedule "B" is an index naming all plans and drawings which form part of this Agreement. The Parties agree that Schedules C.1 through C.25 hereto are photographically reduced, initialled copies of the plans and schedules initialled by the Parties on the execution of this Subdivision Agreement and that such initialled plans and schedules form part of this Subdivision Agreement;
- 10.2 that, in the event any part or parts of the plans or schedules are illegible or conflict with the initialled plan or schedule from which it was made, the initialled plan or schedule shall prevail.
- 10.3 despite section 10.1 of this Agreement, the Developer and the Municipality agree that the plans and drawings listed in the index for Schedule "C" hereto are not attached to the registration copy of the agreement but are attached to the executed originals of this Agreement which have been retained by the Developer and Municipality. The Municipality will retain the complete Agreement including the plans and drawings in the aforesaid schedules, which may be obtained or viewed upon enquiry with the Municipality of Central Elgin, to the attention of the approval authority at:

Municipality of Central Elgin
450 Sunset Drive, Elgin County Administration Building
St. Thomas, Ontario N5R 5V1
Tel: 519-631-4860
Fax: 519-631-4036

SECTION 11 - SEVERABILITY

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that if any provision of this Subdivision Agreement or the application thereof to any circumstances shall be held to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall attach only to such provision and shall not affect any or all other provisions of this Subdivision Agreement, and that the remaining provisions of this Subdivision Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 12 - REGISTRATION OF SUBDIVISION AGREEMENT

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that this Subdivision Agreement shall be registered against the Lands described in Schedule "B-1" attached hereto and forming part of this Subdivision Agreement in the Registry Office for the Land Titles Division of Elgin (No.11)..

SECTION 13 - SUCCESSOR OBLIGATIONS

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other as follows:

- 13.1 that where any part of the Lands within the Plan are owned by an owner subsequent to the Developer, the provisions of subsections 2.15 (trees), 2.16, 2.17, and 2.18, (lot grading), 2.19 (lot development), 2.21 (existing drains), 2.22 (sewage systems), 2.23 (damage to services), 2.24 (use of public highways), 2.26 (easements, reserves etc.), 2.49 (building permits), 2.50 (occupancy of units), 2.52 (vehicle cleaning obligations) shall be enforceable by the Municipality against any such subsequent owner of such lands and if enforced, may be enforced against the subsequent owner or against the Developer, or both;
- 13.2 that, apart from the provisions of subsections 2.15 (trees), 2.16, 2.17, 2.18 (lot grading), 2.19 (lot development), 2.21 (existing drains), 2.22 (sewage systems), 2.23 (damage to services), 2.24 (use of public highways), 2.26 (easements, reserves etc.), 2.49 (building permits), 2.50 (occupancy of units), 2.52 (vehicle cleaning obligations) none of the provisions of this Subdivision Agreement constitutes a lien or encumbrance on any of the Lands within the Plan;

SECTION 14 - TIME OF ESSENCE

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that time shall be of the essence in this Subdivision Agreement.

SECTION 15 - TERMINATION OF AGREEMENT AND OBLIGATIONS

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that this Subdivision Agreement and the respective obligations of the Developer and the Municipality shall terminate in the event that:

- 15.1 the draft Plan herein referred to is not fully approved by the County for registration within fifteen (15) months of the execution of this Subdivision Agreement, or
- 15.2 the final approved Plan herein referred to as the Plan is not registered within six (6) months of the date of final approval by the County.

SECTION 16 – HEADINGS

THE DEVELOPER AND THE MUNICIPALITY COVENANT AND AGREE each with the other that the headings to the sections of this Subdivision Agreement are for convenience only and are not to be considered a part of this Subdivision Agreement and do not in any way limit or amplify the terms and conditions of this Subdivision Agreement.

SECTION 17 - SUCCESSORS

IT IS DECLARED AND AGREED that this Subdivision Agreement and the covenants, provisos, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Subdivision Agreement and affixed their respective Corporate Seals attested thereto by the hands of their respective signing officers duly authorized in that behalf.

Executed this RD 23 day of SEPTEMBER, 2020

2526485 ONTARIO INC.



Per: DOUG WASTELL

President

I have authority to bind the Corporation.

Executed this day of , 2020

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL ELGIN

Per: _____

SALLY MARTYN - Mayor

Per: _____
DONALD N. LEITCH - Chief Administrative Officer &
Clerk

We have authority to bind the Corporation.

SUMMARY OF SCHEDULES

SCHEDULE "A"	-	LEGAL DESCRIPTION
SCHEDULE "B-1"	-	PLAN
SCHEDULE "B-2"	-	DRAFT PLAN
SCHEDULE "C"	-	PLANS AND DRAWINGS
SCHEDULE "D"	-	COST OF SERVICES BREAKDOWN

SCHEDULE "A"

to

SUBDIVISION AGREEMENT dated the day of , 2020

B E T W E E N:

2526485 ONTARIO INC.,
a corporation incorporated under the laws of the Province
of Ontario and having its registered offices in the City of St.
Thomas in the County of Elgin

(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY OF
CENTRAL ELGIN

(hereinafter called the "Municipality"
and one of the parties)

LEGAL DESCRIPTION

The lands subject to this Agreement are described as the following:

Lot 15, Range 1 South of Lake Road and Part of Lot B Plan 117, Geographic Township of Southold,
Municipality of Central Elgin.

SCHEDULE "B-1"

to

SUBDIVISION AGREEMENT dated the day of , 2020

B E T W E E N:

2526485 ONTARIO INC.,
a corporation incorporated under the laws of the
Province of Ontario and having its registered offices
in the City of St. Thomas in the County of Elgin

(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN

(hereinafter called the "Municipality"
and one of the parties)

PLAN

SEE ATTACHED

SCHEDULE "B-2"

to

SUBDIVISION AGREEMENT dated the day of , 2020

B E T W E E N:

2526485 ONTARIO INC.,
a corporation incorporated under the laws of the
Province of Ontario and having its registered offices
in the City of St. Thomas in the County of Elgin

(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN

(hereinafter called the "Municipality"
and one of the parties)

DRAFT PLAN

SEE ATTACHED

SCHEDULE "C"

to

SUBDIVISION AGREEMENT dated the _____ day of _____, 2020

B E T W E E N:

2526485 ONTARIO INC.,
a corporation incorporated under the laws of the
Province of Ontario and having its registered offices
in the City of St. Thomas in the County of Elgin

(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN

(hereinafter called the "Municipality"
and one of the parties)

PLANS AND DRAWINGS

The following are collectively attached as Scheduled "C" to this Agreement and form part of this Agreement (for quantifications and exceptions see section 10 of the Agreement); the full scale approved and initialled drawings are available for viewing as described in section 10 of this Agreement.

No.	TITLE	LAST REVISION	DATE OF MUNICIPAL APPROVAL
C.1	Kokomo Beach Club Suidivision Title Page		
C.2	Master Plan of Services - 01	November 20, 2019	
C.3	Storm Area Plan – 02	November 20, 2019	
C.4	Sanitary Area Plan - 03	November 20, 2019	
C.5	Storm and Sanitary Design Sheets -- 04	November 20, 2019	
C.6	Water Distribution Plan -05	November 20, 2019	
C.7	Grading North West – 06	July 16, 2019	
C.8	Grading North East – 07	July 16, 2019	
C.9	Grading South West – 08	July 16, 2019	
C.10	Grading South East – 09	July 16, 2019	
C.11	Grading Public Parkland Blocks 151 and 152-10	November 20, 2019	
C.12	Park Block 152 South-East Leg – 11	November 20, 2019	
C.13	Park Block 152 North Leg – 12	November 20, 2019	
C.14	Street A – George St to Street E - 13	November 20, 2019	
C.15	Street B – George St. to Sta. 1+200 - 14	November 20, 2019	
C.16	Street B – Sta. 1+185 to Street A - 15	November 20, 2019	
C.17	Street C – Street A to Street B - 16	November 20, 2019	
C.18	Street D – Street B to Sta. 1+168 - 17	November 20, 2019	
C.19	Street E – Sta. 1+000 to Sta. 1+110 - 18	November 20, 2019	
C.20	Street E – Sta. 1+095 to Street A -19	November 20, 2019	
C.21	Storm Water Management Pond 1 - 22	November 20, 2019	
C.22	Storm Water Management Pond 2 - 23	November 20, 2019	
C.23	Rear Yard CB Lots 11, 35, & 66 - 25	November 20, 2019	
C.24	Sediment & Erosion Control Plan – 26	July 16, 2019	
C.25	General Notes and Details	November 20, 2019	

SCHEDULE "D "

to

SUBDIVISION AGREEMENT dated the day of , 2020

B E T W E E N:

2526485 ONTARIO INC.,
a corporation incorporated under the laws of the
Province of Ontario and having its registered offices
in the City of St. Thomas in the County of Elgin

(hereinafter called the "Developer"
and one of the Parties)

and

THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN

(hereinafter called the "Municipality"
and one of the parties)

COST OF SERVICE BREAKDOWN

SUBDIVISION SECURITY CALCULATION

Subdivision Name: Kokomo PH 2

Date: 23-Sep-20

Developer: WASTELL DEVELOPMENTS

SECTION 1			
COST ESTIMATE			
ITEM #	ITEM	TOTAL COST OF WORK	NOTES
A)			
1	Sanitary sewer and Appurtenances	\$180,000	
2	Sanitary services	\$37,000	
3	Storm Sewer	\$276,500	
4	Catchbasin & leads	\$75,500	
5	Watermain and Appurtenances	\$100,000	
6	Water Services	\$52,000	
7	Electrical / Streetlighting	\$70,000	
B)			
8	Curb	\$60,000	
9	Base Asphalt	\$75,000	
10	Sidewalks	\$50,000	
12	Boulevards including driveways & SOD	\$84,000	
C)			
13	Top Asphalt	\$60,000	
D)			
14	Tree Planting	\$38,000	
15			
16	SUBTOTAL - Works & Services	\$1,158,000	
17	Engineering (10%)	\$115,800	
18	HST (13%)	\$165,594	
19	TOTAL-Works & Services	\$1,439,394	
Miscellaneous Items			
20			
21			
22			
23			
24	Other:	\$0	
25	TOTAL - Miscellaneous Items	\$0	

SECTION 2		SECURITY REQUIREMENTS
1	Works & Services	\$1,439,394
2	Miscellaneous Items	\$0
3	TOTAL SECURITY REQUIRED:	\$1,439,394