

**SUBDIVISION AGREEMENT**

**Between**

**TOWN OF MINTO**

**and**

**FIRST G CAPITAL INC.**

## **SUBDIVISION AGREEMENT**

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**SUBDIVISION AGREEMENT**

**INDEX OF SCHEDULES**

**DECLARATION OF PROGRESS AND COMPLETION**

(Plans to be lodged with the Town)

<b><u>Schedule "A"</u></b>	Description of Lands being subdivided and draft plan of Subdivision
<b><u>Schedule "B"</u></b>	Draft Plan of Subdivision and Conditions of Draft Approval
<b><u>Schedule "C"</u></b>	Town's Engineering Standards
<b><u>Schedule "D"</u></b>	Works to be constructed and itemized estimate of Costs of Construction of each part of the works
<b><u>Schedule "E"</u></b>	List of Monies Payable by the Developer to the Town
<b><u>Schedule "F"</u></b>	List of Lots Requiring Special Attention
<b><u>Schedule "G"</u></b>	Land and Easements to be Deeded to the Town
<b><u>Schedule "H"</u></b>	Building Envelope Plan, which may include Lot Grading and Drainage, Landscaping and Tree Retention (as needed)
<b><u>Schedule "I"</u></b>	List of Approved Engineering Drawings
<b><u>Schedule "J"</u></b>	Declaration of Progress and Completion

**SUBDIVISION AGREEMENT**

THE AGREEMENT made in quadruplicate on the 5<sup>th</sup> day of September of 2017.

BETWEEN:

**FIRST G CAPITAL INC.**  
hereinafter called the DEVELOPER of the FIRST PART

-and-

**THE TOWN OF MINTO**  
hereinafter called the TOWN of the SECOND PART

-and-

\_\_\_\_\_  
hereinafter called the MORTGAGEE of the THIRD PART

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied to the County of Wellington, hereinafter called the County, for approval of a plan of subdivision hereinafter called the Plan, which is described hereto in Schedule "B" to this Agreement;

AND WHEREAS the Developer represents that the Mortgagee(s)is(are)the only mortgagee(s) of the lands;

AND WHEREAS a condition of the County of Wellington draft plan approval requires that the Developer enter into an Agreement with the Town to construct and install certain roadways, sanitary sewer, watermain, storm sewers, street lights, landscaping, conservation works, and any other requirements as hereinafter provided and herein referred to as the "Works" and to make financial arrangements with the Town for the installation and construction of required services before final approval of the Plan by the County;

AND WHEREAS the Developer is required to meet all conditions of Draft Approval for the subject Plan of Subdivision which are attached as Schedule "B" to this Agreement prior to Final Approval and registration of the Plan of Subdivision;

AND WHEREAS the Developer is required to dedicate, for public parks purposes, certain portions of the lands or make a cash payment to the Town in lieu of dedicating such land;

AND WHEREAS the word "Developer", where used in the Agreement, includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt of which is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

## 1. **ORDER OF PROCEDURE**

### **Before the Town advises the County that its conditions have been met respecting the proposed subdivision, the Developer shall:**

- a) Deposit with the Town all deposits and cash outlined in Schedule 'E' including cash-in-lieu of parkland, subdivision agreement preparation, and the cost of remaining works on signing of agreement.
- b) Submit a General Plan outlining the services to be installed.

### **Prior to registering the Agreement, the Developer shall:**

- a) Deposit with the Town, securities and insurance as outlined in the Agreement.
- b) Pay, in full, outstanding taxes or drainage and local improvement charges, whichever is applicable.
- c) Agree with the Town on the parcel(s) of land or easements to be deeded to the Town if applicable.
- d) Agree with the Town on the parcel(s) of land to be deeded to the Town for public purposes in accordance with Schedules "G" of the Subdivision Agreement.
- e) Have submitted and obtained the Town Engineer's approval of the following, all to be in accordance with the Town's approved Engineering Standards, and as may be applicable:
  - i) The Master Servicing Layout Plan including but not limited to Roads, Sidewalk, Street Lighting, Sanitary Sewer, Storm Drains and Watermain, whichever is applicable, comprising Plans and Profiles;
  - ii) The Master Servicing Layout Plan for utilities, including but not limited to hydro, telephone, gas;
  - iii) The Construction Plans for the Storm Water Management System;
  - iv) The Lot Grading and Landscaping Plan;
  - v) The Construction Plans of the Water Supply and Distribution System;
  - vi) The Construction Plans for access and internal roads;
  - vii) The Construction Plans for Storm and Sanitary Sewer;
  - viii) The Building and Sewage System Envelope Plan.
- f) Submit the Ministry of the Environment Certificate of Approval for the Water Treatment System, Water Distribution System, Sanitary System and Storm Sewer System where required.

### **Prior to the sale of the lot and/or the issuance of building permits, the Developer shall:**

- a) Have obtained final approval of the Plan from the County of Wellington and have obtained registration of the Plan.
- b) Have complied with all the requirements of Section 41 of this Agreement.

### **Prior to any person occupying a building within the Subdivision, the Developer shall:**

- a) Have complied with all the requirements of Section 42 of this Agreement.

## 2. **ATTACHED SCHEDULES**

The following Schedules are attached to and form part of this Subdivision Agreement, if deemed necessary by the Town:

- a) Schedule "A" Description of Lands being subdivided and draft plan of Subdivision
- b) Schedule "B" Draft Plan of Subdivision and Conditions of Draft Approval
- c) Schedule "C" Town's Engineering Standards
- d) Schedule "D" Works to be constructed and itemized estimate of Costs of Construction of each part of the works.
- e) Schedule "E" List of Monies Payable by the Developer to the Town
- f) Schedule "F" List of Lots Requiring Special Attention
- g) Schedule "G" Land and Easements to be Deeded to the Town
- h) Schedule "H" Building Envelope Plan, including Lot Grading and Drainage, Landscaping and Tree Retention Plan where applicable.

- i) Schedule "I" List of Approved Engineering Drawings
- j) Schedule "J" Declaration of Progress and Completion

### **3. TOWNS LEGAL AND ENGINEERING COSTS**

The Developer agrees to pay all costs and deposits outlined in Schedule 'E' to this agreement. The Town agrees that any funds not utilized by the Town shall be reimbursed to the Developer except for \$3,000 which shall be retained for administrative costs pursuant to the Town's Fees and Services By-law.

The Developer agrees to pay to the Town the cost of the Town's Engineer for supervision and inspection of works associated with this plan of subdivision on behalf of the Town. And in this regard, agrees that the sum of \$6,000 outlined in Schedule 'E' payable to the Town prior to signing of this agreement is an initial deposit.

As accounts are received from the Town's lawyer and engineer, they will be paid by the Town and then submitted to the Developer for reimbursement, so that the initial deposit will again be built-up to enable the Town to pay the next accounts as they are received.

The Town agrees to use the same registered professional consulting engineer as the Developer namely Triton Engineering Services Limited.

### **4. DEVELOPER'S CONSULTING ENGINEER**

The Developer shall employ professional engineers registered with the Association of Professional Engineers of Ontario to prepare and provide:

- a) Servicing designs according to Provincial, Town and other applicable standards.
- b) Master servicing drawings, grading and drainage plans and lot specific grading plans,
- c) Necessary construction contract(s) for installation of required work,
- d) All approvals from the Town, the Ministry of the Environment, Conservation Authorities, Utilities, and other Agencies, where applicable,
- e) Field layout, contract administration, and construction supervision services for required work consistent with the provisions of Section 14 of this agreement,
- f) All records of construction and, upon completion, to advise the Town Engineer of all construction changes and to prepare final "as constructed" drawings,
- g) Representation for the Developer in all matters pertaining to the construction and liaise with Town representatives,
- h) Co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all Works specified in this Agreement,
- i) To the Town a certificate with respect to each lot or building block for which a building permit application is made, certifying that the proposed construction is in conformity with the overall grading plan,
- j) To the Town, for each lot or block within the Plan, a certificate of final grade elevation indicating the property is in conformity with the overall grading plan at the time of preliminary acceptance.

### **5. DEVELOPER'S EXPENSES**

Every provision of this Agreement, by which the Developer is obligated in any way, shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

### **6. VOIDING AGREEMENT**

In the event that the Plan of Subdivision is not registered within three years from the date of signing the Subdivision Agreement, the Town may, at its option, declare this Agreement to be null and void, and any deposits or security in possession of the Town shall be forfeited to the Town who shall secure any balance owing with respect to preparation, administration, review and processing of this agreement.

### **7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS**

The Developer and his/her registered professional consulting engineer shall have the plans and specifications for the Works approved by the Town, the Ministry of the Environment, Conservation Authorities, Utilities, and all other agencies, as required such plans to meet the applicable standard of the said agency.

Following the registration of the Plan, the Developer shall cause to be constructed all requisite Works, in order to provide services to the lots and building blocks within the Plan.

**8. CONTRACTOR**

The Works as set out in Schedule "D" shall be installed by professional contractor(s) retained by the Developer and approved in writing by the Town.

**9. SCHEDULING OF WORKS**

Prior to the start of construction, the Developer shall supply, for the Town's approval, a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Town may amend this schedule and the Developer must construct, install, or perform the Works as the Town from time to time may direct.

**10. NOTIFICATION OF COMMENCEMENT**

The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Town of his intent to commence work.

It is the intent of this Agreement that the Works be performed expeditiously and continuously, that all underground services be installed within one year of the date of the signing of the Agreement, and that all above-ground services be installed in accordance with the Declaration of Progress and Completion as required under Clause 11 of this Agreement, unless extended by the Town. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Town before work is resumed.

**11. PROGRESS OF WORKS**

After the completion of the Underground Services, the Developer or his Engineer shall complete the Declaration of Progress and Completion and, from that date, the said Declaration shall apply and take precedence over Item 16. Prior to signing the Declaration of Progress and Completion, the Developer shall install all works in accordance with the Schedule of Works or as directed by the Town, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Town, then, upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, the Town may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of the faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with the cost of engineering, to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Town within thirty (30) days of the date on the bill, the money owing may be deducted from the cash deposit or Letter of Credit. In the event that the Town must enter upon said lands and have the works completed or repaired due to situations as outlined above, any or all original drawings and specifications prepared by the Developer's engineer must be turned over to the Town for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the said works by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the Town. It is agreed that a copy of this Clause shall be delivered by the Developer to each and every builder who is or will seek to obtain a building permit for any lot or part of a lot on the said plan.

**12. DECLARATION OF PROGRESS AND COMPLETION**

- a) Prior to the approval of the underground services, the Developer shall provide the Town with an undertaking for the completion dates of all remaining works required by the Agreement and in a form similar to that attached to this Agreement as The Declaration of Progress and Completion.
- b) It is understood and agreed that, should the Developer fail to construct the remaining services, as stipulated, and by such dates as provided in the Declaration, the Developer shall pay to the Town, as predetermined liquidated damages, the sum of One Thousand Dollars (\$1000.00) for each and every day the said services are behind schedule of construction.

**13. WORKS TO BE INSTALLED**

- a) The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time, and from time to time during the development of the Subdivision, the

Town is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install, or perform such additional Works at the request of the Town.

- b) All catch basins and storm drains shall be flushed and cleaned by the Developer to the satisfaction of the Town prior to preliminary acceptance of the services by the Town, annually and again prior to Final Acceptance, at the sole discretion of the Town.
- c) Underground electrical distribution service shall be provided for all lots and blocks within the subdivision, according to standards and specifications approved by Westario. The Developer shall be responsible for design, approval, installation and acceptance of all electrical services.
- d) The Developer ensure that the electrical distribution, telephone, cable television and other such private utilities are located in a common trench, and shall be solely responsible for any and all arrangements respecting these private services with the responsible supplier.
- e) The Developer shall use its best efforts to locate all hydro transformers and switching boxes that are placed above and below ground are installed with consideration of individual lot access and development.
- f) Street lighting shall be supplied and erected by the Developer to the Town's specifications. All street lighting shall be erected and installed under the supervision and inspection of Westario.

**14. INSPECTION AND ACCEPTANCE OF WORKS**

- a) The Developer and his/her Registered Professional Consulting Engineer shall provide adequate supervision to ensure and to certify that Services required by this Agreement are installed in accordance with the engineered design in a good and workmanlike manner in accordance with all applicable municipal, County, Provincial or other standard.
- b) The Developer's engineer shall provide full time on-site inspection of the work being done pursuant to this Agreement.
- c) The Town, or its agents, shall have the right at any and at all times to enter onto the property to make whatever inspections it deems necessary, to stop work that it believes is not being done properly; and or to require that any work that has not been done properly be redone.
- d) When the Town has been notified in writing that all the services have been completed, the Town shall make an inspection. When the Town is satisfied that work is substantially complete, the Town shall issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate and the acceptance of the services by the Town. The two-year Maintenance period will commence when this Certificate is issued.

**15. STAGING**

Any staging or phasing of servicing shall be outlined in this agreement and is subject to approval by the Town at its sole discretion. Where staging or phasing is applied, approval to move to a subsequent stage shall be granted when the services in the preceding stage have been brought up to the standards for occupancy as set out in Section 42.

**16. ASSUMPTION OF SERVICES**

Notwithstanding anything hereinafter set out, the Town shall not be obligated to assume the responsibility for and take over service provision to the Subdivision until Sections 18 and 19 have been complied with. The Developer is responsible for the maintenance and shall provide securities to the Town in the amount agreeable to the Town in the form of a Letter of Credit or a certified cheque, to ensure that the maintenance of the services, including snowplowing and sanding, are properly carried out, if deemed necessary by the Town.

If applicable and by mutual consent, this clause may be amended to adjust the required number of occupied dwellings before the Town assumes the work and services.

**17. SECURITIES**

At the time of executing the Subdivision Agreement and prior to registration, the Developer shall deposit with the Treasurer of the Town securities to cover the faithful performance of the Contract for the installation of the said services and the payment of all obligations arising there under the following:

- a. Cash or Letter of Credit in a form satisfactory to the Town in the amount of Fifty Percent (50%) of the estimated cost of the work for the respective Phase as set out in Schedule "D" of this Agreement.
- b. Cash deposit for engineering, legal and planning costs for the Town as required by municipal fees and services by-law.
- c. Any other cash payments or deposits as may be required by this agreement and the Schedules thereto.



Once 80% of the servicing work within a particular Phase of the subdivision is completed and Substantial Completion and Acceptance is granted by the Town for any portion of the work approved by the Developer's consulting engineer and accepted by the Town's Engineer, the cash security may be reduced from 50% to not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase until the expiration of the Maintenance Period and the granting of Final Acceptance by the Town as provided in Sections 18 and 19.

**18. MAINTENANCE OF WORKS**

The Developer will be responsible for the repair and maintenance of all Subdivision services for a period of two (2) years from the date of the Certificate of Substantial Completion and Acceptance or until such time as 70% of the lots in the particular phase of the subdivision have occupied dwellings erected thereon, whichever is the greater. This shall be called the **Maintenance Period**. If, during this period, the Developer fails to carry out maintenance work within 24 hours after receipt of a request from the Town, then the Town may, without further notice, undertake such maintenance work and the total cost of such work shall be borne by the Developer, the money owing may be deducted from the cash deposit or letter of credit. If the Developer fails to reimburse the Town held deposit within thirty (30) days of the date of billing, then no further approvals or release of monies shall occur.

During the Maintenance Period, Ten Percent (10%) of the estimated cost of the Works in each accumulative Phase as per Schedule "D" shall be retained by the Town in cash or security. Towards the end of the Maintenance Period, the Developer shall make a written request to the Town for a final inspection to be made and, notwithstanding the period noted above, the Maintenance Period will continue for a minimum of the original two (2) year or for thirty (30) days after the receipt of the Developer's written request for a final inspection, whichever period of time is the greater.

**19. FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION**

On receipt of the Developer's request for a final inspection, the Town will inspect the work and, if satisfied, will issue the Certificate of Maintenance and Final Acceptance, at which time the remaining 10% of the cash or Letters of Credit will be released by the Town in accordance with Section 17.

It should be noted that the Certificate of Maintenance and Final Acceptance may be applied for by the Developer either after 70% of the lots have been developed or two years after the receipt of the Certificate of Substantial Completion and Acceptance, whichever is the greater.

Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to releasing the remaining 10% of the cash or letter of credit, the Developer shall provide to the Town drawings and plans as per Section 54.

**20. DISCHARGE OF SECURITIES**

After the completion of Eighty Percent (80%) of the services in the Subdivision or in an approved stage of the Subdivision, the Developer may, as the work further proceeds to completion, submit a written application to the Town along with a Statutory Declaration of Accounts Paid and upon the Certificate of the Town engineer, to draw on the cash or Letter of Credit in amounts of not less than 5% of the cost of the work itemized in Schedule "D". After the completion of 80% of the work, the Town shall retain, at all times, not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase in question at which time the security may be reduced to the amount set out in Section 18 until the expiry of the Maintenance Period to guarantee the maintenance of the work during the period.

**21. STATUTORY DECLARATION OF ACCOUNTS PAID**

Upon applying for a reduction or discharge of securities or for a Certificate of Substantial Completion and Acceptance for the services within the Subdivision, the Developer shall supply the Town with a Statutory Declaration that all accounts for work and materials for said services have been paid except for normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

**22. USE OF WORKS BY TOWN**

The Developer agrees that:

- a) The Works may be used prior to acceptance, by the Town or other authorized persons for the purpose for which such works are designed.
- b) Such use shall not be deemed an acceptance of the Works by the Town.
- c) Such use shall not, in any way, relieve the Developer of his obligations in respect of the Works so used.

**23. WINTER ROAD MAINTENANCE**

Prior to the issuance of the Certificate of Maintenance and Final Acceptance, and subject to Section 13, the Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Town. All costs of such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited securities.

The Developer further agrees that any work done by the Town pursuant to this contract before the roads are accepted by the Town shall not be deemed in any way to be an acceptance by the Town of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Town, while providing access by removing snow, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.

Representation may be made requesting that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

**24. EMERGENCY REPAIRS**

Employees or agents of the Town may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town, or an assumption by the Town of any liability in connection therewith, or a release of the Developer from any of his obligations under the Agreement.

**25. DEVELOPER'S LIABILITIES**

Until the Town has issued the Certificate of Maintenance and Final Acceptance for the Works, the Developer shall indemnify the Town against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

**26. INSURANCE**

The Developer shall provide a certificate of insurance against all damages or claims for damage from a licensed Insurance Company satisfactory to the Town. Such policy or policies shall be issued in the joint names of the Developer and the Town and the form and content shall be subject to the approval of the Town. The policy shall remain in the custody of the Town during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000.00 all inclusive, but the Town shall have the right to set higher amounts.

The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance. Issuance of such an insurance policy shall not be construed as relieving the Developer of responsibility for other or larger claims, if any, for which he may be held responsible.

**27. UTILITY COSTS AND CHARGES**

The Developer shall deal directly with Westario and all other Utility companies and shall be responsible for obtaining all approvals and permits and pay all fees and charges directly to the Utility. Copies of all approvals shall be provided to the Town prior to registration if requested.

**28. STREET NAMES AND NUMBERS**

The Developer shall name all streets within the Lands forming part of the Plan with names of Town of Minto Veterans of the First or Second World War as per the policy of the Town and subject to final approval by Town Council. Block or building numbers for municipal addressing purposes shall be assigned by the Town and shall be identified by the Developer on the lot during construction of any dwelling or other permitted building in accordance with any applicable Town requirements.

**29. CONSTRUCTION REFUSE**

All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer off the site of the Subdivision and approved by the Town. The Town is not responsible for the removal or disposal of refuse and debris. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of lot on the said Plan of Subdivision.

The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas, or other utilities.

The Developer shall immediately remove all mud and debris from the street, easements, and road allowances within the Plan of Subdivision as and when directed by the Town.

**30. ACCESS ROADS**

All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Town. For the purpose of obtaining such consent, the Developer shall advise the Town of the date and time he wishes to close the roadway.

The Developer agrees that all roads abutting on the Lands to be included in the final Plan and to be used for access during the construction of the houses or other buildings on the Plan shall be kept in good and usable condition throughout the period of construction and, if damaged, the Developer agrees to restore same immediately. All trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish, or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Lands shall be removed immediately. If not removed after one (1) day's notice, the deposited material may be removed by the Town or someone designated by the Town at the Developer's expense.

**31. DAMAGE TO EXISTING PLANT**

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance, as a result of the Subdivision development and shall pay for any costs involved in the relocation of existing services, such as hydrants, telephone poles, etc., which may become necessary because of the development of the Subdivision.

**32. DUST CONTROL**

Prior to the acceptance of the completed roads, the Developer shall apply calcium chloride or other suitable dust suppressant to the roads in quantities sufficient to prevent any dust problem to traffic or home occupants.

**33. DRAINAGE PLAN**

Prior to the registration of this Agreement, the Developer shall have a Master grading and drainage plan and stormwater management report as required approved by the Town's Engineer and other authorities as required; and lodged with the Town. All lots shall be graded in accordance with this plan as part of initial site works.

Each lot shall have site specific lot grading and drainage plans, confirming development is and will be in accordance with the overall plan. This site specific plan shall include details of foundation drains and sump outlet, finished floor elevation, in addition to any other usual details needed to confirm conformity with the overall drainage plan on the lands.

**34. DRAINAGE**

**34.1 RESPONSIBILITY OF DEVELOPER AND FUTURE OWNERS**

It is understood and agreed by the parties hereto that drainage of surface waters on the lots and blocks in the Plan, after the release provided for in Section 46 hereof has been issued by the Town, remains the sole responsibility of the Developer and subsequent owners who shall not to impede, change or alter approved drainage and shall maintain adequate drainage of such surface waters. There shall be no alteration of the drainage without the express permission of the Town.

### **34.2 LOT GRADING AND DRAINAGE PLANS**

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the master grading and drainage plans as approved by and lodged with the Town under Section 33. At the time of building permit, a site specific lot grading and drainage plan prepared by a certified professional shall be submitted as part of the building permit application.

Until the roads laid out according to the Plan have been expressly assumed by By-law of the Town as part of the Town road system, the Developer shall provide adequate drainage of the surface water from the area subdivided, and shall ensure that proper erosion control measures are also taken. The Developer shall layout such roads and grade same, together with the lands surrounding same, in such a manner that no damage or harm shall result by reason of the drainage there from persons or property outside the Plan or to the Lands.

The Developer, at its sole cost and expense, including all registration costs and applicable taxes, if any, shall grant and convey to the Town, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Town to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings.

The Developer agrees that, if required drainage work for the subdivision results in drainage through property other than Lands subject of the subdivision plan, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Town and the Conservation Authority as needed. The Developer shall, at its sole cost and expense, including all registration costs and applicable taxes, if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Town with respect to the adjacent properties to properly facilitate drainage of the Lands and the contributing areas. The easements, land, servicing requirements and the documentation thereof shall be subject to the prior approval of the Town.

If, as the Plan develops, it becomes apparent to the Town, Conservation Authority or any other agency having jurisdiction that further work is necessary, either upon the Lands or beyond the boundaries thereof, with respect to the grading and drainage plans or with respect to the works contemplated in any part of this Section, the Developer shall, at its sole cost and expense, forthwith provide the same upon receipt of a written notice identifying sufficient particulars thereof from the Town. The necessity of such drainage work shall be at the sole discretion of the Town.

### **34.3 REGISTERED DRAINAGE EASEMENT/RIGHT-OF-WAY**

An easement shall be granted over any Lot or Block on the Plan, as required, for drainage purposes; and a covenant registered on title in regard to the maintenance responsibilities associated with said easement if deemed necessary.

## **35. LANDS FOR MUNICIPAL PURPOSES**

The Developer agrees to grant in fee simple unto the Town, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Town, or to make cash payment in lieu thereof as provided by The Planning Act. A list of blocks, easements and right-of-ways shall be set out in Schedule "G" of this Agreement.

The deeds for the said lands are to be approved by the Town's Solicitor and thereafter, forthwith registered and deposited with the Town Clerk. All transactions shall be free and clear of all encumbrances. The Developer shall pay costs for preparation and registration of said deeds.

### **35.1 Reserves/Blocks for Road Purposes**

The Developer agrees to grant, at his expense, all such blocks for easements and rights-of-way as may be required for the installation and supply of services to the Subdivision. Prior to executing this Agreement, all known easements shall be filed with the Town in a form approved by the Town's Solicitor.

If at any time, and from time to time during the development of the subdivision, the Town is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, the Developer shall provide such additional easements at the request of the Town.

The Developer agrees to convey to the Town in fee simple, any 0.3 m reserves or blocks to facilitate proper road standards as required by the Town.

**35.2 Parkland**

The Developer agrees to grant in fee simple unto the Town lands as provided by the Planning Act, as required by the Town and outlined in Schedule 'E'.

**35.3 Easements**

Easements shall be granted for such Other Purposes as may be deemed necessary for the servicing of the development, or as required by the Town or such other Agency who may have an interest. In particular the Developer shall supply the Town with an easement along the rear of Lots 9 to 11 for the purposes of installation of a sanitary sewer force main said main cannot be constructed on adjacent lands to be acquired by the Province of Ontario by the Town.

**35.4 Walking Trail**

The Developer shall construct the walking trail to White's Road within the boundaries of Blocks 51 and 51 connecting to Street "A" as part of required work under this agreement.

**36. REGISTRATION**

The Developer consents to the registration of the Subdivision Agreement by the Town, and at the sole discretion of the Town, upon the title to the lands. The Developer acknowledges that such registration will occur immediately prior to registration of the subdivision plan. The Developer is responsible for the cost of registration.

**37. REPLACEMENT OF SURVEY BARS**

Prior to the acceptance of the Subdivision by the Town, the Developer agrees to supply a statement from an Ontario Land Surveyor, approved by the Town, that, after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

**38. LEGAL NOTICE TO DEVELOPER**

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of residence and shall be effective as of the date of the deposit thereof in the Post Office.

**39. MORTGAGEE BECOMING OWNER**

The Mortgagee hereby agrees that, in the event of the Mortgagee becoming the owner of the lands by way of foreclosure, purchase, or otherwise, either beneficially or in trust, then the mortgage shall be deemed to be postponed to this Agreement and the Mortgagee shall be subject to the terms of this Agreement as though the Mortgagee executed this Agreement in the capacity of Developer.

**40. ASSIGNMENT OR TRANSFER OF MORTGAGE**

The Mortgagee agrees that, in the event of the Mortgagee assigning or transferring the mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

**41. REQUIREMENTS FOR BUILDING PERMITS**

The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan.

Notwithstanding the foregoing, no building permits will be given until:

- a) Plans submitted confirm the proposed development is in conformity with the building envelope and master grading and drainage plan established for the respective lot.
- b) All Conservation Authority, Ministry of Environment and other applicable approvals have been obtained and submitted to the Town.

- c) All internal sanitary sewer mains and water lines, if applicable, have been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- d) The storm sewer system, if applicable, has been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- e) All fees required for the connection to the municipal systems has been paid to the Town.
- f) A road consisting of grading, curb, gutter, sidewalk and full depth of Granular "A" sub base, and first lift of asphalt has been constructed, except however permits may be issued at the sole discretion of the Town before curb, gutter, sidewalk and first lift of asphalt has been constructed where the Developer provides a schedule acceptable to the Town as to when the said work will be finished and confirms in writing with the Town a plan for winter maintenance of said gravel road..
- g) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule "F" hereto.
- h) A certificate has been given by the Developer's Consulting Engineer that the building to be erected on any lot or block within the Plan is in conformity with the overall grading plan or has received the approval of the Town with respect to any variance to the grading plan.
- i) The Developer has provided sufficient documentation confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities will be installed within six weeks of the date of issuance of a building permit.

**NOTE:**

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.
2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

**42. REQUIREMENTS FOR OCCUPANCY**

No buildings erected on the lots or blocks within the Plan shall be occupied until a Certificate of Occupancy has been issued by the Town and this Certificate will not be issued until:

- a) The roadway from the entrance of the Subdivision to and including the block of which the building is a part, has received the full specified thickness of Granular "A" and first lift of asphalt.
- b) The water system and sewage system connections have been installed and approved by the Town or other agency having jurisdiction.
- c) The traffic, street lights, and street signs have been installed and approved by the Town.
- d) The unit has been identified with the street number in accordance with Town policy.
- e) A certificate has been given by the Developer's consulting engineer, Ontario Land Surveyor or alternate, that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan or such variance there from has been approved by the Town.
- f) The plumbing, electrical work, and exterior finish have been completed, and a sufficient documentation has been provided by the Developer confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities have been installed.

**NOTE:**

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.
2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

**43. OCCUPANCY LIQUIDATED DAMAGES**

Notwithstanding the above, if for any reason whatsoever, occupancy of any building occurs before the requirements listed in Clause 42 are met to the satisfaction of the Town, then the Owner of the building agrees to pay to the Town liquidated damages in the amount of \$200.00 per dwelling unit per day to cover the additional costs of administration, inspection, and fire protection, etc. The

liquidated damages are to commence at and include the day of occupancy and end when the Owner of the building obtains a certificate from the Town that the requirements under Clause 42 are met.

NOTE: It is agreed that a copy of this Clause shall be delivered by the Developer to every builder obtaining a building permit or any prospective purchaser of the dwelling for any lot within the Plan.

**44. ROADWAYS, SIDEWALKS AND WALKWAYS**

The roadways, curbs, gutters, sidewalks and walkways shall be constructed in a manner and in the locations set out in the approved Engineering drawings.

Prior to any pavement being applied or sod placed to finish any boulevard area within the subdivision, all services must have been approved by the Town, final inspections in place, and certificates required by this agreement issued.

The Town will install a sidewalk on the north side of Main Street commencing from the existing sidewalk to the west, easterly to connect to sidewalks proposed or completed within the subdivision at an appropriate time to be determined by the parties and approved by Council.

**45. LOTS REQUIRING SPECIAL ATTENTION**

Any lot which will require special attention in order to be serviced will be listed on Schedule "F" of this Agreement.

Prior to the issuance of the building permit for any lot listed on Schedule "F", the Developer's engineer must submit a letter to the Town outlining the measures to be taken to address the constraint on the lot. The proposal must be approved prior to applying for a building permit. No accessory buildings or structures shall be permitted within a natural or man-made drainage feature, notwithstanding that a building permit may not be necessary.

**46. RELEASE OF LANDS**

The Developer, when not in default of the Subdivision Agreement, shall be entitled to an effective release in a form for registration in the Land Titles Office for each lot or block designated by the Developer. Such release shall not be issued until:

- a) The Town has certified that the necessary services for occupancy have been constructed and the Developer is not in default of his agreement to provide services.
- b) A certificate has been given by the Developer's consulting engineer confirming that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan for the lands or such variance there from as has been approved by the Town.

Every such release shall operate as a discharge of all levies hereunder by the Town in respect to each lot or block described in the release with the exception of the responsibility for lot grading and drainage, street lighting, sewage and water rates where applicable.

**47. THIRD PARTY CLEARANCE**

Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with:

- a) A letter from Westario stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- b) Where applicable, a letter from the Gas utility stating that a satisfactory agreement has been made with respect to the cost of installing gas facilities, and outlining the financial arrangements concluded in this regard.
- c) A letter from the local company providing telephone service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- d) A letter from the local cable company responsible for providing cable service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and or equipment, and outlining the financial contributions in this regard; and,
- e) A letter from the local company providing data communication or fibre optic service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard.

- f) Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with a letter from Canada Post that the Developer has entered into a satisfactory agreement or arrangement with respect to the provision of postal service.

**48. DRAINAGE AND LOCAL IMPROVEMENT CHARGES**

- a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained.
- b) The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the Registered Plan.
- c) Before the Plan is approved, the Developer agrees to commute and pay all charges, including the Town's share, made with respect to The Drainage Act, and the Local Improvement Act which are assessed against the property on the said Plan of Subdivision. These charges are set out in Schedule "E" of the Agreement.

**49. SANITARY SEWER, WATER DISTRIBUTION AND SUPPLY**

- a) The Developer shall construct sanitary sewers and watermains in a manner and in the locations set out in the approved Engineering Drawings.
- b) Water mains shall not be connected to the municipal system until the construction of the water distribution system is complete and the water lines have been cleaned and tested to the satisfaction of the Town.
- c) Sanitary sewer mains shall not be connected to the municipal system until the construction of the collection system is complete and lines have been inspected and tested to the satisfaction of the Town. All individual properties shall be protected with a backflow prevention valve installed in accordance with applicable municipal and provincial standards and codes to the satisfaction of the Town.
- d) The Developer shall service each and every lot within the Plan during the initial construction so as to avoid the future necessity for disruption to the roadway or drainage system, in compliance with the accepted Plans.
- e) All capital charges shall be paid prior to issuance of a building permit, and all connection charges shall be paid in keeping with the applicable municipal water bylaw.
- f) Connection to the municipal water treatment and supply system and sewage collection system shall be subject to the responsibilities, fees and charges established in the applicable municipal by-laws and policies of the Town.
- g) The Developer agrees that proceeding with any service construction on the subject lands prior to the Works noted herein shall be at his own risk and the Town shall not be held liable for any loss of service provision until The Works receive substantial completion.

**50. PLEDGE OF TITLE TO LANDS**

The Developer hereby charges and pledges as security for such levy payments and service charges all his rights, title, and interest in these parts of the Lands shown as numbered and/or lettered lots and/or blocks on the Plan and agrees that this Agreement may be registered against the Lands and it is agreed that such payments and costs shall be in lien against the Lands.

**51. SIGNS**

Signs at least 1.2 m by 1.8 m shall be supplied and erected by the Developer to the Town's satisfaction at each entrance to the Subdivision and the signs shall read as follows:

**"Roads not assumed or maintained by Municipality"**

These signs shall be installed prior to the commencement of construction and be removed after the issuance of the Certificate of Maintenance and Final Acceptance.

**52. PRESERVATION AND PLANTING OF TREES**

The Developer and subsequent owners must preserve all healthy trees within the limits of the Subdivision, except for the actual area of travelled roadway, boulevard and ancillary driveways and building sites. Whether on the road allowance, on other public lands, or on individual lots, vegetation shall be retained in compliance with the approved Landscape and Tree Retention Plan where applicable listed in Schedule H. Any deviation shall require written Town permission.

**53. ENVIRONMENTAL SITE REMEDIATION**



The Developer shall be solely responsible for complying with Provincial requirements respecting the environmental condition of the Lands, soils and groundwater associated with the subdivision in the event any site contamination is discovered on the Land or any other lands subject of any work required by any Plan described by this agreement. The Developer shall be responsible for engaging qualified persons to conduct any remediation work, provide documentation and certification to ensure the condition of the Lands is suitable for residential use or other use to which the lands shall be placed. This requirement shall include providing a Record of Site Condition, Site Specific Risk Assessment or any such similar document and registering same with the appropriate approval authorities. The Developer acknowledges that the Town, in signing this agreement, in no way warrants the environmental condition of the Lands or any other public or private lands associated with the subdivision is suitable for the use intended by the Developer.

**54. PLANS AND SPECIFICATIONS**

- a) The Developer shall prepare, at its expense, all plans, specifications, engineering drawings/calculations, site or other plans as may be required;
- b) The Developer shall prepare estimates of the costs of construction of all services, which shall be herein attached;
- c) The Developer shall supply the following required drawings in both hard copy and digital format (autocad and pdf) to the Town:
  - i. 2 copies of the registered plan;
  - ii. 2 copies of the approved Engineering Drawings including all servicing plans;
  - iii. one mylar copy and one set of computer files (AutoCAD format) on disk of the record drawings, also known as 'as constructed' or 'as-built' drawings, upon completion of the Services for the all the public services/works constructed within or outside of the Plan. This set of drawings shall be accompanied by a certificate from the Developer's Engineer certifying that all the Services have been installed under his supervision and that the work conforms to the approved plans and specifications.

**55. WATER DISTRIBUTION SYSTEM AND STREET LIGHTING INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR COSTS**

- a) The Developer shall construct and install the sewage collection, water distribution system, and street lighting, and maintain and keep the same in repair until a Certificate of Maintenance and Final Acceptance is issued pursuant to Section 19 hereof.
- b) The Developer covenants and agrees that it will require of every purchaser of any part of the said lands that such purchaser shall be required to pay fees for sewage collection and water supply in accordance with the billing requirements of the Town.
- c) After the assumption of the ownership of the water distribution system and sewage collection system by the Town, the Developer and every subsequent owner of the lands or any parts thereof shall be responsible to pay an annual utility rate to the Town to cover the cost of maintaining, operating, and replacing the sewage collection system and water distribution system, such rate to be levied against all owners of lands within the Plan.
- d) The Developer agrees to deliver a copy of this clause to every builder obtaining a Building Permit and to every prospective purchaser of any dwelling for any lot on the said lands.
- e) No owner of any part of the lands described in Schedule "A" hereto shall construct or install any private water well water source on the said lands or any part thereof.

**56. COVENANTS**

- a) The Developer covenants and agrees not to convey or otherwise dispose of any part of the lands, unless the person to whom the transfer is to be made enters into a covenant in a form satisfactory to the Town to abide by the provision of this Agreement and not to apply for a Building Permit unless the requirement of Section 41 have been fully complied with and which covenant shall require that any further conveyance shall not be made unless the person to whom it is to be further conveyed enters into a similar covenant in a form satisfactory to the Town. The provisions of this Section will not apply to the sale of any lot on which a building has been erected and such lot has been discharged from the provisions of this agreement.
- b) In the event that the Developer sells a lot to a building contractor and the purchaser executes a covenant with the Town to abide by the terms of this Subdivision Agreement including the provisions of this Section, then the Developer shall be released from the terms of this Section in regard to his obligation relating to landscaping and drainage.
- c) The Developer hereby covenants and agrees with the Town at its sole cost and expense in the manner and within the time limited by this Subdivision Agreement to comply in full with all of the terms and conditions set forth in the Schedules attached hereto and by this reference forming a part hereof, including any amendments or revisions hereinafter made thereto where applicable, any other governmental agency, to the satisfaction of the Town.
- d) The Developer hereby covenants and agrees to execute such further or other deeds, contracts, agreements, or assurances, whether under seal or otherwise, as may be necessary

or appropriate and reasonably required by the Town in the circumstances in order to give effect to all other provisions of this Subdivision Agreement.

- e) The Developer covenants and agrees to comply with all relevant building, zoning, and other by-laws of the Town, including the Building Code of the Province of Ontario, in connection with the implementation of all of the provisions of this Subdivision Agreement including the construction of the works herein required to be made as well as in connection with the issuance of building permits and occupancy permits for building lots or blocks set forth on the Plan of Subdivision finally approved and further covenants and agrees to pay all requisite fees and costs required by the Town in that regard pursuant to said By-laws and the Building Code.
- f) The Developer covenants and agrees to comply with any and all requirements of the County of Wellington necessary to finalize conditions of draft plan approval.
- g) The Developer covenants and agrees not to call into question, directly or indirectly, or to oppose any proceedings whatsoever, whether in law or in equity or before any administrative tribunal, governmental authority, or board or court, the right of the Town to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement, and condition contained herein and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Town as an estoppel against the Developer or its permitted successors and assigns at any such proceedings.

## 57. **DEFINITIONS**

- a) **'Services'** – includes all public works and facilities, such as water, drainage, roads, and may include other public facilities such as hydro, postal station, which serve the subject lands as part of the development of a plan of subdivision.
- b) **'Sewage Approval Authority'** – refers to the Town, or such other approval authority where approval has been transferred by agreement with the Town, of sewage disposal systems and defined under the Ontario Building Code Act.
- c) **'The Works'** – refers to any and all installation, construction or alteration of any water main, water appurtenance, water treatment facility, roads, walkways, trails, storm sewer, sanitary sewer, drainage feature or facility, grading, street lighting, landscaping or similar matter to be completed by the Developer through the terms and approvals of this agreement.

**THIS AGREEMENT** shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

It is agreed and understood that Schedules "A" through "J" inclusive, affixed hereto, form part of this Agreement.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement.**

**SIGNED, SEALED AND DELIVERED**

this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

Developer's Address \_\_\_\_\_  
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Mortgagee's Address \_\_\_\_\_  
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(Bill White, CAO/Clerk

**SCHEDULE "A" OF SUBDIVISION AGREEMENT**

**DESCRIPTION OF LAND BEING SUBDIVIDED**

Part of Lot 20 Concession 1, Part 1 Plan 61R-11191 geographic Township of Minto, in the Town of Minto, in the County of Wellington.

As identified within Draft Plan of Subdivision No. 23T-1003 and Registered Plan M - \_\_\_\_.

**SCHEDULE "B" OF SUBDIVISION AGREEMENT**

Conditions of Draft Plan Approval

**SCHEDULE "C" OF SUBDIVISION AGREEMENT**

**TOWN'S ENGINEERING STANDARDS**

The Town's Engineering Standards are available at the following link on the Town's website <http://town.minto.on.ca/content/departments/public-works/municipal-servicing-design-standards-final-april-2016.pdf> and are on file in the Town of Minto Administrative building a copy of which the Developer and his Registered Professional Consulting Engineer acknowledge receipt of and agree to comply with when developing the lands described in this agreement.

**SCHEDULE "D" OF SUBDIVISION AGREEMENT**

**WORKS TO BE CONSTRUCTED & ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS: CREEK BANK MEADOWS**

Works to be constructed include the supply and installation of all Municipal roads and services in accordance with the Engineering Standards and the drawings which have been accepted for construction. More specifically, the works may include construction of the following:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
<b>SECTION I - ROADS &amp; DRAINAGE</b>											
1.1	Traffic Control	100%	L.S.	\$500.00	50%	\$ 250.00	25%	\$ 125.00	25%	\$ 125.00	\$ 500.00
1.2	Tree Protection	100%	L.S.	\$500.00	50%	\$ 250.00	25%	\$ 125.00	25%	\$ 125.00	\$ 500.00
1.3	Supply, Excavate For and Install Mud Mat	3	Each	\$1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	\$ 4,500.00
1.4	Supply and Install Light Duty Silt Fence Barrier (OPSD-219.110)	2270	m	\$15.00	1350	\$ 20,250.00	510	\$ 7,650.00	410	\$ 6,150.00	\$ 34,050.00
1.5	Supply and Install Straw Bale Flow Check Dam (OPSD-219.200)	12	Each	\$300.00	7	\$ 2,100.00	0	\$ -	5	\$ 1,500.00	\$ 3,600.00
1.6	Clearing and Grubbing	100%	L.S.	\$8,000.00	30%	\$ 2,400.00	30%	\$ 2,400.00	40%	\$ 3,200.00	\$ 8,000.00
1.7	Removal of Full Depth Bituminous Pavement	100	m <sup>2</sup>	\$10.00	70	\$ 700.00	30	\$ 300.00	0	\$ -	\$ 1,000.00
1.8	Removal of Concrete Sidewalk	10	m <sup>2</sup>	\$30.00	10	\$ 300.00	0	\$ -	0	\$ -	\$ 300.00
1.9	Removal of Concrete Curb and Gutter	5	m	\$25.00	5	\$ 125.00	0	\$ -	0	\$ -	\$ 125.00
1.10	Earth Excavation (Grading) Includes stripping and stockpiling topsoil	26250	m <sup>3</sup>	\$4.80	15000	\$ 72,000.00	6800	\$ 32,640.00	4450	\$ 21,360.00	\$ 126,000.00
1.11	Subexcavation of Unsuitable Sub-grade Material (Provisional)	15000	m <sup>3</sup>	\$1.75	0	\$ -	15000	\$ 26,250.00	0	\$ -	\$ 26,250.00
1.12	Placement and Compaction of Suitable Subgrade Material (Provisional)	13000	m <sup>3</sup>	\$1.25	0	\$ -	13000	\$ 16,250.00	0	\$ -	\$ 16,250.00
1.13	Supply, Excavate For and Install 675 mm Diameter Concrete Storm Sewer	23	m	\$410.00	23	\$ 9,430.00	0	\$ -	0	\$ -	\$ 9,430.00
1.14	Supply, Excavate For and Install 525 mm Diameter Concrete Storm Sewer	84	m	\$320.00	78	\$ 24,960.00	6	\$ 1,920.00	0	\$ -	\$ 26,880.00
1.15	Supply, Excavate For and Install 450 mm Diameter Concrete Storm Sewer	51	m	\$260.00	22	\$ 5,720.00	29	\$ 7,540.00	0	\$ -	\$ 13,260.00
1.16	Supply, Excavate For and Install 375 mm Diameter Storm Sewer	273	m	\$230.00	163	\$ 37,490.00	92	\$ 21,160.00	18	\$ 4,140.00	\$ 62,790.00
1.17	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	290	m	\$200.00	135	\$ 27,000.00	91	\$ 18,200.00	64	\$ 12,800.00	\$ 58,000.00
1.18	Supply, Excavate For and Install 250 mm Diameter Storm Sewer	236	m	\$160.00	99	\$ 15,840.00	26	\$ 4,160.00	111	\$ 17,760.00	\$ 37,760.00
1.19	Supply, Excavate For and Install 150 mm Diameter Perforated Corrugated Plastic Sub-Drain With Geotextile	1300	m	\$12.00	720	\$ 8,640.00	440	\$ 5,280.00	140	\$ 1,680.00	\$ 15,600.00
1.20	Supply, Excavate For and Install 300 mm Diameter Storm Service	1	Each	\$1,500.00	1	\$ 1,500.00	0	\$ -	0	\$ -	\$ 1,500.00
1.21	Supply, Excavate For and Install 100 mm Diameter (DR-28, PVC) Storm Service	81	Each	\$900.00	40	\$ 36,000.00	32	\$ 28,800.00	9	\$ 8,100.00	\$ 72,900.00
1.22	Construct 1500 mm Diameter Twin Inlet Catchbasin Maintenance Hole (OPSD-701.011)	8	Each	\$3,400.00	6	\$ 20,400.00	2	\$ 6,800.00	0	\$ -	\$ 27,200.00
1.23	Construct 1200 mm Diameter Catchbasin Maintenance Hole (OPSD-701.010)	13	Each	\$2,900.00	7	\$ 20,300.00	3	\$ 8,700.00	3	\$ 8,700.00	\$ 37,700.00
1.24	Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010)	2	Each	\$2,900.00	2	\$ 5,800.00	0	\$ -	0	\$ -	\$ 5,800.00
1.25	Construct 600 mm x 1450 mm Twin Inlet Catchbasin (OPSD-705.020)	4	Each	\$2,500.00	2	\$ 5,000.00	2	\$ 5,000.00	0	\$ -	\$ 10,000.00

Construction Cost Estimate - Engineers Estimate  
Date: June 22, 2017



ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
1.26	Construct 600 mm x 600 mm Catchbasin (OPSD-705.010)	7	Each	\$1,600.00	3	\$ 4,800.00	3	\$ 4,800.00	1	\$ 1,600.00	\$ 11,200.00
1.27	Construct 600 mm x 600 mm Ditch Inlet Catchbasin (OPSD-705.030, Type A)	1	Each	\$2,800.00	1	\$ 2,800.00	0	\$ -	0	\$ -	\$ 2,800.00
1.28	Supply and Install Catchbasin Frame and Grate (OPSD-400.110)	44	Each	\$350.00	26	\$ 9,100.00	14	\$ 4,900.00	4	\$ 1,400.00	\$ 15,400.00
1.29	Supply and M.H. Frame and Cover (OPSD-401.010 Type B)	2	Each	\$350.00	2	\$ 700.00	0	\$ -	0	\$ -	\$ 700.00
1.30	Adjust and Rebuild Existing Maintenance Hole and Catchbasin	46	Each	\$450.00	28	\$ 12,600.00	14	\$ 6,300.00	4	\$ 1,800.00	\$ 20,700.00
1.31	Granular "B", Type 1	8800	Tonne	\$9.00	5300	\$ 47,700.00	2400	\$ 21,600.00	1,100	\$ 9,900.00	\$ 79,200.00
1.32	Granular "A"	2500	Tonne	\$13.00	1450	\$ 18,850.00	650	\$ 8,450.00	400	\$ 5,200.00	\$ 32,500.00
1.33	Calcium Chloride	500	Kg	\$1.00	250	\$ 250.00	150	\$ 150.00	100	\$ 100.00	\$ 500.00
1.34	Water For Compaction and Dust Control	100	m <sup>3</sup>	\$5.00	50	\$ 250.00	30	\$ 150.00	20	\$ 100.00	\$ 500.00
1.35	Concrete Curb and Gutter (All Types)	1360	m	\$42.00	790	\$ 33,180.00	210	\$ 8,820.00	360	\$ 15,120.00	\$ 57,120.00
1.36	Concrete Sidewalk (OPSD-310.010, 310.020, & 310.030)	880	m <sup>2</sup>	\$48.00	560	\$ 26,880.00	260	\$ 12,480.00	60	\$ 2,880.00	\$ 42,240.00
1.37	Tactile Warning Plates	10	m	\$450.00	4	\$ 1,800.00	4	\$ 1,800.00	2	\$ 900.00	\$ 4,500.00
1.38	Sawcut Bituminous Pavement	60	m	\$10.00	40	\$ 400.00	20	\$ 200.00	0	\$ -	\$ 600.00
1.39	Cold Planing of Existing Asphalt (Minimum Depth 40mm)	30	m <sup>2</sup>	\$25.00	20	\$ 500.00	10	\$ 250.00	0	\$ -	\$ 750.00
1.40	Hot Mix Asphalt HL4 Binder Course	1020	Tonne	\$98.00	580	\$ 56,840.00	280	\$ 27,440.00	160	\$ 15,680.00	\$ 99,960.00
1.41	Hot Mix Asphalt HL3 Surface Course	650	Tonne	\$98.00	370	\$ 36,260.00	180	\$ 17,640.00	100	\$ 9,800.00	\$ 63,700.00
1.42	Hot Mix Asphalt HL3C in Driveways and Boulevards	1400	m <sup>2</sup>	\$20.00	720	\$ 14,400.00	380	\$ 7,600.00	300	\$ 6,000.00	\$ 28,000.00
1.43	Topsoil from Stockpile for Boulevards (150mm thickness)	3,800	m <sup>2</sup>	\$3.00	1940	\$ 5,820.00	1020	\$ 3,060.00	840	\$ 2,520.00	\$ 11,400.00
1.44	Sodding Boulevards	3,800	m <sup>2</sup>	\$5.00	1940	\$ 9,700.00	1020	\$ 5,100.00	840	\$ 4,200.00	\$ 19,000.00
<b>SUB-TOTAL - SECTION I - ROADS &amp; DRAINAGE</b>						<b>\$ 600,785.00</b>		<b>\$ 325,540.00</b>		<b>\$ 164,340.00</b>	<b>\$ 1,090,665.00</b>

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
<b>SECTION II - SANITARY SEWERS</b>											
2.1	Break Into and Connect to Existing Sanitary Maintenance Hole	1	Each	\$1,250.00	1	\$ 1,250.00	0	\$ -	0	\$ -	\$ 1,250.00
2.2	Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer	609	m	\$150.00	395	\$ 59,250.00	174	\$ 26,100.00	40	\$ 6,000.00	\$ 91,350.00
2.3	Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer In Easement Including grading and restoration	184	m	\$225.00	184	\$ 41,400.00	0	\$ -	0	\$ -	\$ 41,400.00
2.4	Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010)	16	Each	\$2,900.00	11	\$ 31,900.00	3	\$ 8,700.00	2	\$ 5,800.00	\$ 46,400.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
<b>SECTION III - WATERWORKS</b>											
3.1	Connection To Existing Watermain	2	each	\$1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	\$ 3,000.00
3.2	Supply, Excavate For and Install 150 mm Dia. (DR-18, CL 150 PVC) Ring- Tite Watermain Including Tracer Wire	684	m	\$125.00	447	\$ 55,875.00	177	\$ 22,125.00	60	\$ 7,500.00	\$ 85,500.00
3.3	Supply, Excavate For and Install 150 mm Dia. Gate Valve and Box	5	Each	\$1,700.00	4	\$ 6,800.00	1	\$ 1,700.00	0	\$ -	\$ 8,500.00
3.4	Supply, Excavate For and Install Hydrant Set	6	Each	\$6,800.00	4	\$ 27,200.00	1	\$ 6,800.00	1	\$ 6,800.00	\$ 40,800.00
3.5	Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves	27	Each	\$350.00	21	\$ 7,350.00	4	\$ 1,400.00	2	\$ 700.00	\$ 9,450.00
3.6	Supply, Excavate For and Install 50 mm Dia. Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line	1	Each	\$2,000.00	1	\$ 2,000.00	0	\$ -	0	\$ -	\$ 2,000.00
3.7	Supply, Excavate For and Install 25 mm Dia. Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line	81	Each	\$1,000.00	40	\$ 40,000.00	31	\$ 31,000.00	10	\$ 10,000.00	\$ 81,000.00
3.8	Adjust Valve Boxes to Finished Grade	5	Each	\$500.00	4	\$ 2,000.00	1	\$ 500.00	0	\$ -	\$ 2,500.00
<b>SUB-TOTAL - SECTION III - WATERWORKS</b>						<b>\$ 142,725.00</b>		<b>\$ 65,025.00</b>		<b>\$ 25,000.00</b>	<b>\$ 232,750.00</b>



Subdivision

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
<b>SECTION IV - STORMWATER MANAGEMENT FACILITY AND OUTLET</b>											
4.1	Supply, Excavate For and Install Concrete Headwall (OPSD 804.030)	1	Each	\$8,000.00	1	\$ 8,000.00	0	\$ -	0	\$ -	\$ 8,000.00
4.2	Supply, Excavate For and Install Outlet Structure	L.S.	100%	\$9,000.00	100%	\$ 9,000.00	0%	\$ -	0%	\$ -	\$ 9,000.00
4.3	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	65	m	\$200.00	65	\$ 13,000.00	0	\$ -	0	\$ -	\$ 13,000.00
4.4	Construct 600 mm x 600 mm Ditch Inlet Catchbasin (OPSD-705.030, Type A)	1	Each	\$2,800.00	1	\$ 2,800.00	0	\$ -	0	\$ -	\$ 2,800.00
4.5	Shape, Grade and Landscape Stormwater Management Pond	L.S.	100%	\$45,000.00	100%	\$ 45,000.00	0%	\$ -	0%	\$ -	\$ 45,000.00
4.6	Supply, Excavate For and Place Rip Rap Including Geotextile	109	m <sup>2</sup>	\$60.00	109	\$ 6,540.00	0	\$ -	0	\$ -	\$ 6,540.00
4.7	"Dura-Mat" Interlocking Access Road	290	m <sup>2</sup>	\$85.00	290	\$ 24,650.00	0	\$ -	0	\$ -	\$ 24,650.00
<b>SUB-TOTAL - SECTION IV - SWM FACILITY &amp; OUTLET</b>						<b>\$ 108,990.00</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 108,990.00</b>

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
<b>SECTION V - MISCELLANEOUS</b>											
5.1	Construction Layout	100%	LS	\$8,000.00	60%	\$ 3,800.00	30%	\$ 3,800.00	10%	\$ 400.00	\$ 8,000.00
5.2	Provide Bonding	100%	LS	\$0.00	60%	\$ -	30%	\$ -	10%	\$ -	\$ -
5.3	Lot Trees	54	Each	\$350.00	30	\$ 10,500.00	14	\$ 4,900.00	10	\$ 3,500.00	\$ 18,900.00
<b>SUB-TOTAL - SECTION V - MISCELLANEOUS</b>						<b>\$ 14,300.00</b>		<b>\$ 8,700.00</b>		<b>\$ 3,900.00</b>	<b>\$ 26,900.00</b>

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Phase 1 (Qty)	PHASE 1 COST	Phase 2 (Qty)	PHASE 2 COST	Phase 3 (Qty)	PHASE 3 COST	TOTAL
	<b>SECTION I - ROADS AND DRAINAGE</b>					<b>\$ 600,785.00</b>		<b>\$ 325,540.00</b>		<b>\$ 164,340.00</b>	<b>\$ 1,090,665.00</b>
	<b>SECTION II - SANITARY SEWERS</b>					<b>\$ 188,100.00</b>		<b>\$ 71,300.00</b>		<b>\$ 24,400.00</b>	<b>\$ 283,800.00</b>
	<b>SECTION III - WATERWORKS</b>					<b>\$ 142,725.00</b>		<b>\$ 65,025.00</b>		<b>\$ 25,000.00</b>	<b>\$ 232,750.00</b>
	<b>SECTION IV - SWM FACILITY 7 OUTLET</b>					<b>\$ 108,990.00</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 108,990.00</b>
	<b>SECTION V - MISCELLANEOUS</b>					<b>\$ 14,300.00</b>		<b>\$ 8,700.00</b>		<b>\$ 3,900.00</b>	<b>\$ 26,900.00</b>
	<b>CONTINGENCY &amp; ENGINEERING ALLOWANCE (10%)</b>					<b>\$ 105,490.00</b>		<b>\$ 47,056.50</b>		<b>\$ 21,764.00</b>	<b>\$ 174,310.50</b>
	<b>SUB-TOTAL</b>					<b>\$ 1,160,390.00</b>		<b>\$ 517,621.50</b>		<b>\$ 239,404.00</b>	<b>\$ 1,917,415.50</b>
	<b>PLUS 13% H.S.T. (of above Sub-Total)</b>					<b>\$ 150,850.70</b>		<b>\$ 67,290.80</b>		<b>\$ 31,122.52</b>	<b>\$ 249,264.02</b>
	<b>TOTAL ESTIMATED CONTRACT COST</b>					<b>\$ 1,311,240.70</b>		<b>\$ 584,912.30</b>		<b>\$ 270,526.52</b>	<b>\$ 2,166,679.52</b>

Construction Cost Estimate - Engineers Estimate  
Date: June 22, 2017



**SCHEDULE "E" OF SUBDIVISION AGREEMENT**

**LIST OF MONIES PAYABLE BY THE DEVELOPER TO THE TOWN**

- |   |                |
|---|----------------|
| 1. Cash-in-lieu of parkland (As per Planning Act)               | Not applicable |
| 2. Cost of Subdivision Agreement preparation, registration, etc | \$ 6,000.00    |
| 3. Estimated cost of 50% of all required works Phase1           | \$655,620.00   |

**SCHEDULE "F" OF SUBDIVISION AGREEMENT**

**LOTS REQUIRING SPECIAL ATTENTION**

**SCHEDULE "G" OF SUBDIVISION AGREEMENT**

**LANDS AND EASEMENTS TO BE DEEDED TO THE TOWN**

Blocks as noted below, Registered Plan M - \_\_\_\_\_ (to be supplied when plan is prepared for registration):

For Public Purposes

Block 51 (1.78 ha parkland block)

Block 52 (0.4178 ha stormwater management and public purposes)

Easements as described below (to be supplied when plan is prepared for registration) if necessary.

6.0 metre minimum servicing easement from subject lands westerly to County Road 5, White's Road

**SCHEDULE "H" OF SUBDIVISION AGREEMENT**

**MASTER GRADING AND DRAINAGE PLAN**

**TREE RETENTION PLAN**

The Developer agrees to comply with the Town Tree Retention Policy available on-line at the following link <http://town.minto.on.ca/content/departments/cao-clerk/policies/4.19-retention-and-management-of-trees-in-minto.pdf> and where required shall file a Tree Retention Plan with the Town of which the full size plans are lodged at the Town office.

**SCHEDULE "I" OF SUBDIVISION AGREEMENT**

**LIST OF APPROVED ENGINEERING DRAWINGS**

**LODGED WITH THE TOWN**

- Dwg 00 – Coversheet
- Dwg 01 – Phasing and Sediment & Erosion Control
- Dwg 02 – Grading Plan – Sheet 1
- Dwg 03 – Grading Plan – Sheet 2
- Dwg 04 – Plan and Profile, Street A, WR 123 (Main St.) to Sta 0+160
- Dwg 05 – Plan and Profile, Street A, Sta 0+160 to Sta 0+320
- Dwg 06 – Plan and Profile, Street A, Sta 0+320 to Cul De Sac
- Dwg 07 – Plan and Profile, Street B, WR 123 (Main St.) to Street A
- Dwg 08 – Plan and Profile, Street C and Sanitary Easement, Sta 2+000 to Sta 2+180
- Dwg 09 – Plan and Profile, Sanitary Easement, Sta 2+180 to WR 5 (Whites Road)
- Dwg 10 – Stormwater Management Pond – Plan
- Dwg 11 – Stormwater Management Pond – Section & Detail
- Dwg 12 – Typical Sections & Details

**SCHEDULE "J" OF SUBDIVISION AGREEMENT**  
**DECLARATION OF PROGRESS & COMPLETION**

TOWN OF MINTO

SUBDIVISION Creek Bank Meadows

DEVELOPER First G Capital Inc.

DEVELOPER'S CONSULTING ENGINEER Triton Engineering Services Limited

As required by the Agreement between the Corporation of the Town of Minto and the Developer  
dated: \_\_\_\_\_

1. The Developer hereby agrees and undertakes to complete the construction of the Works as required by the above mentioned Agreement in accordance with the time schedule for the completion of services as approved by the Town and more specifically in accordance with the following schedule and conditions:
  - (1) Before any buildings erected on the lots or blocks in the Plan are occupied all the Requirements for Occupancy as set out in Item 42 shall be complied with.
  - (2) Granular "B", and a minimum of 75 mm of Granular "A", curbs, gutter, sidewalk on or before  
\_\_\_\_\_
  - (3) Site Grading, storm water retention, topsoil and seeding of private blocks and parks on or before  
\_\_\_\_\_
  - (4) Boulevard restoration of all roads on or before  
\_\_\_\_\_
  - (5) Top 75 mm of Granular "A" and Hot Mix Asphalt Base Course on or before  
\_\_\_\_\_
2. The Developer further agrees, that the Town is hereby authorized to carry out, at his expense, any of the work set out in this Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Town's authorization is limited only to that work required under the Declaration.
3. The Developer undertakes to properly maintain the gravel road base at all times and to keep all roads in a mud-free condition until such time as the roads, including boulevards, have been completed and assumed by Municipal By-law.
4. The Developer further agrees and the Town is hereby authorized to undertake any of the maintenance work as set out under Section 3 above, not completed in accordance with Section 21 of the Agreement at his expense, and without limiting the generality of the foregoing, the municipality's cost shall be the cost of materials, equipment, rental, labour, payroll burden, plus 30% for overhead.
5. It is understood and agreed that should the Developer fail to construct the remaining works, as stipulated, and by such dates as provided by this undertaking, the Developer shall pay to the municipality, as predetermined liquidated damages, as stipulated in Section 8b) – Declaration of Progress and Completion.

SIGNED \_\_\_\_\_  
Developer

Seal or Witness \_\_\_\_\_

Date \_\_\_\_\_