

THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW NO. 2100 (1999)


Being a by-law to authorize the Mayor and Clerk to enter into
an Agreement with 729 Canboro Road Property Inc. and
876951 Ontario Ltd.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable
to enter into a Development Agreement with 729 Canboro Road Property Inc. and 876951 Ontario
Ltd. with regard to the development of two (2) residential lots on Maple Street and six (6)
residential lots on Sandra Drive.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN
OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Development Agreement attached hereto and made part of this by-law
between the Corporation of the Town of Pelham and 729 Canboro Road Property Inc. and 876951
Ontario Ltd. be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed
on behalf of the Corporation of the Town of Pelham to execute the said Development Agreement
and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
3RD DAY OF AUGUST, 1999 A.D.


MAYOR RALPH BEAMER


ACTING CLERK GORDON CHERNEY

FOR OFFICE USE ONLY

LT 141729

CERTIFICATE OF RECEIPT

RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

29 SEP 9 PM 3 10

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry

Land Titles

(2) Page 1 of 25 pages

(3) Property Identifier(s)

Block

Property

64030-0448 (LT)
64030-0449 (LT)

Additional:
See
Schedule

(4) Nature of Document

Notice of Development Agreement

(5) Consideration

Dollars \$

(6) Description

FIRSTLY: Parcel 137-3, Section 59M-220, Part of Block 137, Plan 59M-220, designated as Part 2 on Plan 59R-9742 and Part of Block 138, Plan 59M-220, designated as Part 3 on Plan 59R-9742, Town of Pelham, Regional Municipality of Niagara, being all of P.I.N. 64030-0448 (LT).

SECONDLY: Parcel 138-2, Section 59M-220, Part of Block 138, Plan 59M-220, designated as Part 4 on Plan 59R-9742, Town of Pelham, Regional Municipality of Niagara, being all of P.I.N. 64030-0449 (LT).

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch

(b) Schedule for:

Description Additional Parties Other

(8) This Document provides as follows:

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of 876951 Ontario Limited, and hereby applies under Section 71 of the Land Titles Act for the entry of a Development Agreement.

The original lot grading plan attached as Schedule "P" is located at the Applicant's offices at 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

876951 ONTARIO LIMITED

as to 64030-0448 (LT)

729 CANBORO ROAD PROPERTIES INC.
(Owners)

as to 64030-0449 (LT)

(11) Address for Service

73 ONTARIO STREET, ST. CATHARINES, ONTARIO, L2R 5J5

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM
(Town/Applicant)

BROOKS, BIELBY & SMITH

by its solicitors
BROOKS, BIELBY & SMITH

PER: (R. Bruce Smith)

1999 09 09

(13) Address for Service

P. O. BOX 400, FONTHILL, ONTARIO, L0S 1E0

(14) Municipal Address of Property

Maple Avenue
Fenwick, Ontario
L0S 1C0

(15) Document Prepared by:

R. Bruce Smith
Brooks, Bielby & Smith
247 East Main Street
Welland, Ontario
L3B 3X1

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this 9TH day of SEPTEMBER, 1999 A.D.
BETWEEN:

729 CANBORO ROAD PROPERTY INC. and 876951 ONTARIO LIMITED

Hereinafter collectively known as the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" and has applied to the Land Division Committee of the Regional Municipality of Niagara for consent under applications B341/98 to B346/98 inclusive and B265/99 and has obtained such consents subject to conditions;

AND WHEREAS the decision of the Land Division Committee was conditional upon, among other things, the entering into an Agreement by the Owner and the Town;

AND WHEREAS the Town requires the Owner, before final approval of the consents, to agree to certain terms and conditions for the development for which approval is sought;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town approving the said proposed development, and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town (the receipt thereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS in this Agreement: -

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "DIRECTOR" shall mean the Director of Operations of the Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Director of Financial Services of the Corporation of the Town of Pelham.

(e) "CHIEF BUILDING OFFICIAL" shall mean the Director of Building and Enforcement Services of the Corporation of the Town of Pelham.

(f) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Professional Engineers of Ontario.

(g) "REGION" shall mean the Regional Municipality of Niagara.

(h) "OWNER" shall mean 729 Canboro Road Properties Inc and 876951 Ontario Limited its successor and person or persons hereafter acquiring title or interest in all or any part of the lands described in Schedule "A".

(i) "TOWN CONSULTING ENGINEER" shall mean the Consulting Engineer of the Corporation of the Town of Pelham as appointed by Council.

2. REGISTRATION:

(a) The Owner covenants and agrees to register this Agreement against the lands described in Schedule "A"

3. TRANSFER TO TOWN FOR MUNICIPAL PURPOSES:

The Owner shall:

(a) grant by way of easement to the Town those areas as described in Schedule "B".

The Owner covenants and agrees that all transfer of land to the Town as set out above shall be free and clear of all encumbrances.

4. ENGINEERING SERVICES & INSPECTION:

(a) The works herein shall be undertaken by a Professional Engineer. The Owner shall engage, at the Owner's expense, the services of Professional Engineers to perform the following engineering services, subject to the approval thereof by the Town:

- (i) preliminary investigation;
- (ii) preparation of construction drawings and design criteria for all municipal services;
- (iii) detailed estimates of construction costs;
- (iv) contract drawings and specifications;
- (v) application to all necessary approving agencies requiring engineering approvals;
- (vi) calling of tenders if so requested by the Owner;
- (vii) analysis of bids and recommendations to the Owner;
- (viii) setting out the work;
- (ix) supervision of construction; and
- (x) preparation of progress certificates on the works undertaken by the Owner and supply copies of each progress certificate to the Director.

(b) The Owner shall file with the Director prior to registration of this agreement, written confirmation indicating the Professional Engineer who will be providing the following services:

- (i) that they have been engaged by the Owner to supervise the work per clause 4(a);
- (ii) that they will provide the Director, prior to the acceptance of the works by the Director on behalf of the Town, with a complete set of mylars or approved reproducible copies and CADD files of the works as recorded pursuant to this agreement, as well as detailed engineering data. The reproducible drawings or detailed engineering design shall be in the following form:

- (1) drawings shall be metric on plan-profile Mylar, A1 metric size, sheets and ink lettering;
 - (2) title blocks to be placed in lower right-hand corner or right side and shall indicate nature of work, location, limits and scales;
 - (3) a complete copy of as-recorded design details of storm and sanitary sewer drainage areas, sizes and layouts which shall be based on design formula provided by the Director;
 - (4) plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made;
 - (5) horizontal ties shall be made to property lines;
 - (6) levels shall be to datums and all field surveys shall be tied into Geodetic Bench Marks and shall be indicated on the drawings.
- (iii) that they will provide a certificate at the completion of the construction indicating that the works have been installed according to the approved design drawings and contracts.

5. FIELD REPRESENTATION BY TOWN CONSULTING ENGINEER & ENGINEERING FEES:

(a) The Town Consulting Engineer will have a Field Representative on site from time to time and as it shall be deemed necessary to review works undertaken by the Owner pursuant to this agreement. The Owner agrees to pay to the Town the cost of the field representation, as and when billed for all wages in accordance with the Professional Engineers of Ontario guidelines for the duration of the construction.

(b) The Owner shall deposit, with the Town, cash in an amount equal to the estimated fees and disbursements billed to the Town by the Town Consulting Engineer for services performed by the Town Consulting Engineer in connection with the development including the costs of administration, engineering and field representation. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers Services recommended by the Professional Engineers of Ontario.

(c) The Town Consulting Engineer, as part of their duties, shall pick up all measurements of pipe and material installed as well as the location of manholes, catch basins and laterals.

(d) The Owner shall deposit, with the Town, cash in the estimated amount of \$8,000.00. The Owner agrees that if the actual engineering fees are less than the estimated amount, the balance will be returned to the Owner without interest and if the engineering fees are more than the estimated amount of \$8,000.00 the difference will be paid by the Owner to the Town within 30 days of receiving an invoice for same from the Town. Failure to pay such invoice(s) may result in the termination of field representation by the Town.

(e) Any work performed by the Town Consulting Engineer pursuant to the provisions of this agreement shall not be deemed to be an assumption by the Town Consulting Engineer of any liability of any nature or kind in connection with such work or a release of the Owner by the Town of the obligations of this agreement.

6. REGIONAL INSPECTION:

The Regional Municipality of Niagara shall have the right, at any time, to inspect any of the works in progress, at no cost to the Owner.

7. CONSTRUCTION OF SERVICES:

The Owner agrees to construct and pay the whole cost of such construction and materials required for all of the works referred to in Schedules "C", "D", "E", "F", "G", "H", "I", "J", and "K" attached, and in accordance with the conditions and specifications contained in such Schedules.

8. CONTRACTORS:

(a) Before commencement of any works, the Owner shall show satisfactory proof to the Director of Operations, that the proposed contractors or sub-contractors, whom the Owner has retained to construct works described in this agreement or submit any part of the works, have sufficient and valid Liability Insurance Policies, indicating that the Town of Pelham, Regional Municipality of Niagara and the Town Consulting Engineer are named insured; a Certificate from the Workers' Compensation Board showing that the contractor is in good standing; and satisfactory evidence that the contractor is qualified, experienced and has equipment to successfully complete the works. Any contractor employed by the Owner shall, as a condition of such employment, be approved by the Director of Operations.

(b) The Owner shall provide to the Director a copy of their contractor's Performance and Labour and Material bonds guaranteeing all of the construction required by this agreement. The Owner shall also provide a copy of the contractor's liability insurance of not less than \$2,000,000.00 per occurrence indemnifying the Contractor, Owner, Town and its agents, Regional Municipality of Niagara and Town Consulting Engineer. The bonds and insurance shall be in force for a period of twelve months after acceptance by the Owner's Professional Engineer of all such construction. Each bond shall be in the amount of 100 percent (100%) of construction value of all of the municipal services.

9. MATERIALS:

All the works required hereunder shall be done and performed to the satisfaction of the Director, and all materials required for the said works shall be supplied to the specifications and directions of the Director.

10. STRIPPING TOPSOIL AND TREE REMOVAL:

(a) The Owner shall not remove any topsoil from the lands described in Schedule "A" attached hereto without first obtaining written approval from the Director.

11. ROUGH GRADING LOTS:

The Owner agrees not to remove topsoil or vegetation from the lots prior to making applications for building permits unless approval is otherwise granted by the Director.

12. WATER SERVICES:

The Owner shall be responsible for the design and construction of water services from existing municipal watermains on Sandra Drive and Maple Street to the property line of each lot within this development and each service shall terminate in a curb stop adjusted to final grade at the property line of each lot..

13. SANITARY SEWER:

The Owner shall design and construct a low pressure sanitary sewer system to serve the development in accordance with Schedule "C" to this agreement and the approved engineering drawings.

14. MASTER GRADING PLAN:

(a) The Owner shall provide, a master lot grading plan for all lands described in Schedule "A" attached, to meet with the approval of the Director of Operations. The master lot grading plan shall be prepared by an Ontario Land Surveyor or Professional Engineer and shall show the intended direction of flow of storm water to, within and from each lot, key elevations (lot corners, aprons, garage, centre line of road, catch basins and swales) and swale/ditch/road grades. Building restrictions shall be imposed upon each lot and included in each deed prohibiting a subsequent owner thereof from altering such flow or from impeding the same to an extent sufficient to cause ponding in another lot. The said drainage plan shall be attached to this agreement as Schedule "F". All elevations shown on Schedule "F" shall be maintained after construction of any building or structure upon said lands affected and this provision shall be included in the building restrictions hereinbefore referred to. Minor changes to the master lot grading plan may be permitted subject to the approval of the Director of Operations.

(b) The Owner agrees that prior to the issuance by the Town of a building permit for any lot or block, it shall have prepared, by an Ontario Land Surveyor or by a Professional Engineer, a detailed individual lot or block grading plan which shall be in conformity with the approved master lot grading plan for the development and submitted to and approved by the Owner's Consulting Engineer and subsequently forwarded to the Town as an attachment to the building permit application.

Further, the Owner's Consulting Engineer shall prepare, prior to final acceptance a Lot Grading Conformance Certificate for each lot and block within the development certifying that the grading has been completed in accordance with the approved detailed individual lot grading plan.

15. DOWNSTREAM DRAINAGE IMPROVEMENTS:

The Owner acknowledges and agrees that the development of lands covered by this Agreement will intensify the storm drainage runoff from such lands. The Developer shall deposit with the Town, cash in the amount of \$2,000.00 to cover the costs of effecting downstream drainage improvements to accommodate the increased runoff from this Development

16. MUNICIPAL DRAINAGE APPORTIONMENT FEES:

The lands within this development fall within the Keenan Municipal Drain watershed. Due to the original parcels of land within this development being severed, it is necessary to re-apportion the Keenan Municipal Drain drainage assessment for each severed part of the original parcels.

The Owner shall pay the Town's established fee for such municipal drainage reapportionments.

17. DRIVEWAY ENTRANCES:

The Owner shall ensure that the excavation, stoning and paving of each driveway, from the travelled portion of the road to the lot line and to the full width of the driveway, is completed either by itself or by the builder, to the satisfaction of the Director.

18. TREES:

(a) The Owner agrees to maintain as much of the existing tree cover on the lands as is practically possible.

(b) The Owner shall plant one (1) tree per lot frontage and three (3) trees per lot flankage on each lot specified by the Director.

(c) The trees as required under subsection (b) shall be of the following type; Norway Maple, Mountain Ash, Locust or Flowering Crab; 4.5m in height with a calliper of 3.8cm to 5cm and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have a normal healthy root system.

19. SUBDIVISION ENTRANCE/NAMING SIGN:

(a) The Owner shall submit a detailed plan of the proposed Cherry Ridge Subdivision entrance/naming sign and associated landscaping required along the Maple Street frontage of the lands covered by this Agreement for the review and approval of the Town in accordance with Schedule "J".

(b) The Owner shall pay for the whole cost of and construct the proposed Cherry Ridge Subdivision entrance/naming sign and associated landscaping along the Maple Street frontage. The said signage shall be located within the Owner's land. The Owner shall cause to be registered against Parts 10 & 12 within the development a transfer restriction and restrictive covenant requiring maintenance of the said entrance/naming sign at all times by the Owner.

20. REPLACING UTILITIES, ETC.:

The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any water, sewer, hydro-electric, gas or telephone, pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Director, and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other works.

21. HYDRO, TELEPHONE, CABLE TV & GAS SERVICE

The Owner shall be responsible for providing, at the Owner's expense, a hydro, telephone, cable TV and gas service to each building lot and block in accordance with Schedules "G", "H" and "I".

22. LIABILITY INSURANCE:

Before commencing any of the work provided for herein, the Owner shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, indemnifying the Town, the Town's employees and consultants, until the issue of the certificate referred to in Clause 25, from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owner, the Owner's employees, servants or agents, or any independent contractor to serve the lands described in Schedule "A" attached hereto.

The Owner shall submit to the Town evidence from the Insurer that the premium for the said Policy together with a written statement from the Owner's Insurer that the insurance will not be terminated without first providing the Town with a thirty (30) day written notice of such intent.

23. INDEMNIFICATION:

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise, arising before the issue of the certificate referred to in clause 25 hereof, in connection with the work required to be done herein by the Owner, his contractors, servants or agents during the period of construction and during the guarantee period provided in clause 25 of this agreement.

24. RE-STAKING LOTS ON THE PLAN:

Upon completion of all works required under this agreement and prior to the issuance of the final certificate referred to in clause 25, the Owner shall be responsible for re-staking all Standard Iron Bars (SIB) in the development. It is further understood and agreed that no lot may be severed for sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of the Planning Act.

25. ACCEPTANCE OF DEVELOPMENT SERVICES:

(a) The Town of Pelham agrees to pass the necessary by-law to authorize acceptance of all the development services immediately following:

- (i) Completion of a thirteen (13) month maintenance and warranty period following installation of primary and secondary services; and,
- (ii) Completion of construction of 6 of the dwelling units in the development.

(b) Upon completion of the primary and secondary services, the Owner shall have the right to request that such services be placed on a thirteen (13) month maintenance and warranty period and upon receipt of such written request, the Director shall carry out inspections of the primary and secondary services as the Director deems appropriate. Upon completion of such inspections, the Director shall issue a certificate indicating any deficiencies discovered during such inspections and the Owner shall rectify all such deficiencies. Upon rectification of all deficiencies, the Director shall place the development services on a thirteen (13) month maintenance and warranty period.

(c) The Owner shall have the right following completion of the thirteen (13) month maintenance and warranty period and completion of six (6) of the dwelling units in the development to request acceptance of all of the development services by written request addressed to the Director. Upon receipt of such written request, the Director shall carry out final inspection of the primary and secondary services and if any deficiencies are discovered as a result of such inspection, the Director shall issue a list of deficiencies to the Owner. Upon the Owner rectifying such deficiencies to the satisfaction of the Director, and upon payment of all financial requirements herein, the Director, under authority of resolution of Council shall, issue a certificate so stating to the Owner. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

(d) The Owner guarantees proper functioning of all of the primary and secondary services in a manner satisfactory to the Director of Operations, and undertakes and agrees with the Town to indemnify it from any and all costs, expenses, fees, disbursements or charges of any manner whatsoever whether directly or indirectly incurred by the Town and occasioned by the failure or partial failure of any or all of the services until final acceptance by the Town.

26. COVENANTS TO RUN WITH THE LAND:

The Parties acknowledge and agree that it is their intent that all the terms, conditions and covenants of this agreement shall run with the land and that the burden of such covenants shall be binding upon the Owner and their assigns and successors in title and owners from time to time of the lands described in Schedule "A" attached to this agreement and any part or parts thereof and that the benefit of the said covenants shall enure to the Town, and its successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" and the said covenants shall continue in force for a period of ten (10) years from the date of this agreement, except for clause 14 (Lot Grading Plan), and the requirements of Schedule "F", which shall be in perpetuity.

27. PRELIMINARY ENGINEERING AND PLANNING COSTS:

It is agreed that if the fees for the Town's preliminary engineering and planning are less than the amount of the monies on deposit, the balance will be returned to the Owner and if the fees for preliminary engineering and planning exceed the monies on deposit, the differences will be paid by the Owner to the Town in cash as a requirement of this agreement.

28. LETTER OF CREDIT:

(a) The Owner shall provide the Town with an irrevocable Letter of Credit from a Canadian Chartered Bank, Trust Company or Credit Union for an amount equal to 50% of the estimated costs of construction of the primary and 100% of the estimated costs of the secondary services as set out in clause 7 and 100% of the estimated Owner's engineering fees including all applicable taxes.

(b) The Letter of Credit shall be valid for a period of at least one year. Upon application by the Owner, the Town may reduce the amount of the Letter of Credit from time to time, after the Owner has completed more than 50% of the primary services and provided that the security held by the Town remains at least equal to 110% of the estimated cost of the primary and secondary services still to be constructed. In any event, the amount of the Letter of Credit may be reduced to an amount which is not less than the greater of the following two (2) amounts:

- (i) 5% of the original value of the estimated costs of the primary and secondary services or \$50,000.00 whichever is the lesser of the two; or
- (ii) \$10,000.00.

(c) The Letter of Credit shall be automatically renewed by the Owner from year to year as necessary. Such renewal shall be confirmed at least 14 days prior to the expiry. If such a renewal is not confirmed, the Town shall draw on the Letter of Credit. At the time of final acceptance of the development services by the Town, the Letter of Credit shall be returned to the Owner.

29. CONSTRUCTION LIEN ACT SECURITY DEPOSIT:

(a) In order to secure the Town with respect to its obligations under the Construction Lien Act, the Owner shall deposit with the Treasurer, upon the execution of this agreement, a Letter of Credit in the amount of 10% of the cost of the design and construction of all primary services within the development as estimated by the Director. Upon the receipt of claims for liens filed pursuant to the provisions of the Construction Lien Act with respect to the construction of primary services, the Town shall be entitled to call upon, the said Letter of Credit in order to meet the Town's obligations as Owner pursuant to the provisions of the Construction Lien Act, if the Owner does not diligently discharge the Lien within thirty (30) days of its registration.

(b) The Lien Act Security Deposit may be released by the Town after completion of the primary services and upon written application to the Town, complete with all supporting documentation to the satisfaction of the Director, indicating that the developer has met all obligations under the Construction Lien Act.

30. DEVELOPMENT CHARGES:

At the time of issuance of a building permit, the Owner shall pay to the Town a development charge in effect at the time of issuance of a building permit in accordance with the Development Charges by-law in effect at the time of issuance of the building permit.

31. TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property in Schedule "A" and hereto annexed and pay all taxes on this property on the present basis of assessment, whether previously levied or not, until such time as the lands being developed have been assessed according to the registered reference plan, before final approval of the reference plan is requested. The Owner further agrees that when the said lands have been re-assessed, the Owner agrees to pay all current taxes as established by the re-assessment, or any additional amounts as thereby required.

32. KEENAN MUNICIPAL DRAINAGE ASSESSMENTS:

The Owner agrees to pay all outstanding municipal drainage assessments owed by the Owner to the Town upon execution of this agreement.

33. LEGAL COSTS:

The Owner shall pay to the Town all legal costs incurred by the Town in connection with the registration, consideration and final preparation of this document and of the plan of subdivision. As security for the payment of these costs, the Owner shall provide a cash deposit of \$2,000.00.

34. PARKS DEDICATION FEES:

The Owner shall pay to the Town the sum of Six thousand dollars (\$6,000.00) as payment of cash in lieu of dedication of 5% of the land to the Town for parks purposes. This represents a payment of \$2,000.00 per lot for three (3) lots, Parts 4,5, & 6 relative to consent application B343/98 to 346/98 inclusive.

35. CASH DEPOSITS & LETTERS OF CREDIT:

(A) CASH DEPOSITS:

The Owner shall, prior to the execution of this agreement, deposit cash equal to the sum of:

(a)	engineering fees (clause 5)	\$ 8,000.00
(b)	downstream drainage improvements (clause 15)	\$ 2,000.00
(c)	Municipal Drainage Apportionment Fees (clause 16)	\$ 700.00
(d)	preliminary engineering and planning costs (clause 27)	\$ 0
(e)	Taxes (clause 31)	\$ 5,744.98
(f)	Keenan Municipal Drain Assessments (clause 32)	\$11,503.50
(g)	legal costs (clause 33)	\$ 2,000.00
(h)	parks dedication (clause 34)	<u>\$ 6,000.00</u>
	TOTAL	\$35,948.48

(B) LETTER OF CREDIT:

The Owner shall, prior to the execution of this agreement and prior to the construction of primary services, deposit a letter of credit in the amount detailed in 33(C) below:

(C) LETTER OF CREDIT:

The Owner shall deposit a letter of credit equal to the sum of:

(a)	Construction of Services (clause 7)	\$42,800.00
(b)	Construction Lien Act Security Deposit (clause 29)	\$ 3,760.00

36. RETURN OF PORTION OF DEPOSIT:

Upon acceptance of the development by the Town, the Treasurer shall, from out of monies on deposit, pay firstly any engineering fees and maintenance costs still owing; and shall return the balance, if any, to the Owner. Should the deposit provided in clauses 35(A), (B) and (C), be insufficient to pay the engineering and maintenance fees or other charges payable by the Owner, the Town shall invoice the Owner for the balance and the Owner shall pay such balance within thirty (30) days of the invoice date.

37. JOINT AND SEVERAL:

The obligations of 729 Canboro Properties Inc. and 876951 Ontario Limited as Owners shall be joint and several.

38. SCHEDULES:

The provisions of all Schedules attached shall form part of this agreement.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the date and year first above written.

SIGNED, SEALED & DELIVERED

) THE CORPORATION OF THE TOWN OF
) PELHAM

)

)

)

) Ralph Beamer

) MAYOR Ralph Beamer

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)

)

) Cheryl Miclette

) DEPUTY CLERK Cheryl Miclette

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) 729 CANBORO PROPERTIES INC.

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)

) Aljo (PRES)

) Per

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) 876951 ONTARIO LIMITED

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) David (PRES)

) Per

I have authority to bind
the corporation

TABLE OF SCHEDULES

LEGAL DESCRIPTION "A"

EASEMENTS "B"

SANITARY SEWER SYSTEM "C"

STORM SEWERS & SURFACE DRAINAGE "D"

SODDING "E"

LOT GRADING PLAN "F"

HYDRO SERVICE "G"

TELEPHONE SERVICE & CABLE TELEVISION SERVICE "H"

GAS SERVICE "I"

ENTRY SIGN "J"

BUILDING RESTRICTIONS "K"

SCHEDULE

" B "

EASEMENTS

The following easements required for sanitary sewer shall be conveyed to the Town,
free and clear of all encumbrances:

Part 2, Part 9, Part 10, Part 14, Part 16, Part 19, Part 21 & Part 23, Plan 59R10787

SCHEDULE

“ C “

SANITARY SEWER SYSTEM

The Owner shall construct a low pressure sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, which shall be sufficient to service the proposed development. The Director shall determine if the system provided is sufficient prior to commencement of construction.

All sewers shall be installed in the locations and at the grades and elevations the Director may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with the Town design criteria.

The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed or approved by the Director.

Sewer pipe acceptable to the Director shall be used for all local and minor collector sewers where otherwise specified by the Director.

Minimum pipe size for local sewers is 200mm diameter. Standard manholes, of a type approved by the Director, shall be placed at a maximum spacing of 90m or as directed by the Director.

PRIVATE DRAIN CONNECTIONS:

The Owner shall construct sanitary connections (laterals) to each lot from the street sewer to the street line. The sanitary sewer lateral shall be a minimum 125mm diameter building sewer pipe or equal acceptance to the Director, and with the proper fittings designed in accordance with the Directors' construction standards.

Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing each lot. Roof water, foundation and weeping tile sub-surface water from any building constructed on any lot shall not be discharged into the sanitary sewer.

SPECIFICATIONS:

The sewer system shall comply with the engineering contract drawings on file in the Town Office. The approved engineering drawings must be signed, approved and accepted by the Director.

SCHEDULE

“ D “

STORM SEWERS AND SURFACE DRAINAGE

PRIVATE DRAIN CONNECTIONS:

Foundation weeping tile on the lot shall be discharged onto a grassed area. Roof water will be discharged onto the ground.

SPECIFICATIONS:

The storm sewers shall be constructed in accordance with the engineering contract drawings on file in the Town Office. The engineering drawings must be signed, approved and accepted by the Director. Nothing contained herein, however, derogates or detracts from the responsibility of the Owner as provided in clauses 16 and 17 of this agreement.

SCHEDULE

“ E “

SODDING

The Owner shall provide that sodding from the front line, and in addition in applicable cases, from the appropriate side lot lines abutting any street, to the back of the curb, is completed either by themselves or by the builder before acceptance of the development by the Town.

After completion of the roads, a minimum of 50mm of topsoil shall be applied from the curb to the property line. The Owner shall use nursery sod. Certain areas of extreme erosion such as swales and steep banks (3:1 slope or steeper) must be sodded using No.1 quality sod, staked or unstaked as required.