

The Corporation of the City of North Bay

Subdivision Agreement

Pursuant to City of North Bay By-law No. _____

This Agreement made this _____ day of _____, 2019

BETWEEN:

1804016 ONTARIO Inc.

Hereinafter called the "Owner" of the First Part.

and

The Corporation of the City of North Bay

Hereinafter called the "City" of the Second Part.

Whereas the lands affected by this Agreement are shown on Schedule "A" and extending to 1.6588 hectares, more or less.

And Whereas the Owner warrants they are the owner of the above-described lands and that an application has been made to the City Council of North Bay (herein called the "Council") for the approval of a plan of subdivision, hereinafter referred to as the "Plan" of said lands, for the purpose of registering the same.

~~**And Whereas** the Owner and Mortgagee represent that the Mortgagee is the only mortgagee of the said lands.~~

And Whereas it is required that the Owner construct and install certain public services hereinafter referred to, to serve such plan of subdivision and to undertake such financial arrangements with the City for the installation and construction of the said Services before requiring the final approval of the said Plan by the Council.

And Whereas the word "Owner" where used in this Agreement, in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company or corporation and whenever the singular is used herein, it shall be construed as including the plural.

Now Therefore, This Agreement Witnesseth That, in consideration of the City consenting to the registration of the proposed plan of subdivision and the payment of the Agreement fee in the amount of \$250.00 and the covenants hereinafter expressed, the Parties hereto covenant and agree one with the other as follows:

1. **Article: Interpretation**

1.1. Definitions

This section sets out in lettered paragraphs, definitions to be applied to capitalized terms used in this Agreement and all of its schedules, exhibits and/or appendices. When a defined term appears in the text of this Agreement without having its first letter capitalized, the specific definition set out in this section shall not apply. The word or phrase shall then be deemed to have its regularly accepted meaning.

- (a) "Agreement" means this agreement, as executed. Where this Agreement is amended in the future, the term refers to this Agreement, as amended.
- (b) "Above Ground Services" means the construction of any service not specifically included in the Below Ground Services, but required under this Agreement. Without limitation, "Above Ground Services" includes asphalt pavement binder and surface courses on roads, the construction of curbs and gutters, sidewalks, the sodding of boulevards, walkways, cul-de-sacs, the adjustment of all Below Ground Services to fit the Above Ground Services construction (if necessary), the cleaning of sewers, any other necessary repair work to the Below Ground Services and driveway repair. Without limitation,

"Above Ground Services" may also include any other service which may be required by the Agreement such as culverts, fencing and drainage improvements.

- (c) "Below Ground Services" means the construction of all underground Services, storm water management facilities, storm sewers, sanitary sewers and watermains with connections, storm sewer connections including catchbasins, house connections and appurtenances, pipe sub-drains, grading, road granular sub-base and rough grading of the rear lot drainage easements or Public Utilities.
- (d) "City" means The Corporation of the City of North Bay and, where the context so implies, its employees, officers, servants agents and its Council members.
- (e) "City Engineer" means the Professional Engineer employed by the City or his agent.
- (f) "Current" means date at time of.
- (g) "Easement" means a right-of-way over the Owners Land granted to the City for its sole use to accommodate the installation and maintenance of Above Ground Services and Below Ground Services.
- (h) "Final Acceptance Certificate" means a certificate issued by the City Engineer acknowledging the City's final acceptance of the Works as specified in this Agreement. Such certificate will not be issued until the Owner's consulting engineer has provided to the City as built Plans.
- (i) "Homeowner" means any person who purchases any Land with the intention that it will be occupied as a residence.
- (j) "Land" means all or any portion of the land included in the Plan as set out further in Schedule "A" to this Agreement.
- (k) "Landscaping" means the planting or preservation of any tree, shrub, grass or plant, or the construction of any fence, decorative wall or planter, which may be required in connection with the development of the Plan. Without limitation, "Landscaping" shall include parkland fencing, public lands restoration, tree preservation, berm construction, reverse lot landscape strip development, (if such a strip is required to be conveyed to the City), and special boulevard planting and fencing. "Landscaping" shall not include the construction of walkways and associated fencing under Stage I Services or street tree planting and sodding under Stage II Services.
- (l) "Legal Description" - The land as described in Schedule "A" of this Agreement:

- (m) "Plan" means an engineering plan prepared by a Professional Engineer showing the proposed design of the subdivision, Above Ground Services and Below Ground Services.
- (n) "Professional Engineer" means a person who holds a certificate of authorization as required by the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, as may be amended.
- (o) "Services" means all the work to be completed by the Sub-divider as set out in this Agreement and as further re-classified under the definitions of both Above Ground Services and Below Ground Services.
- (p) "Sub-divider" means anyone obtaining title to the Land or any portion of the Land from it, either directly or indirectly. Without limitation, "Sub-divider" includes any mortgagee in possession of all or part of the Land, any contractor retained by the Sub-divider to build Services (or any subcontractor employed under that contractor), or any other developer or subcontractor or builder who obtains title to all or part of the Land, as the context requires. "Sub-divider" shall not extend to or include a Homeowner or anyone obtaining title through or from a Homeowner.
- (q) "Subdivision" means a lotting scheme to facilitate the division of a parcel of Land, such scheme to be approved by the City under the authorities of the *Planning Act*, R.S.O. 1990 c. P. 13, as amended.

1.2. General Provisions

- (a) Legislation - Unless otherwise indicated, all references to Provincial legislation in this Agreement shall refer to the Revised Statutes of Ontario, 1990, as amended from time to time, including successor legislation. Similarly, all references to City Bylaws in this Agreement shall refer to those By-laws, as amended from time to time, including successor By-laws.
- (b) Gender, Plurals - All words in this Agreement shall be deemed to include any number or gender as the context requires.
- (c) Proper Law/Headings - This Agreement shall be construed according to the laws of the Province of Ontario. Article, section and/or paragraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any article, section or paragraph.
- (d) Schedules - The following are the schedules which are attached to and form an integral part of this Agreement:
 - A – Property Description
 - A1 – Easements for Drainage
 - A2 – Easements for Hydro

- A3 – Easements for Bell Canada and other Telecommunication Companies
- A4 – Easements for Gas
- A5 – Easements for Cable
- A6 – Parks and Other Lands for Municipal Purposes
- B – Plans
- C – Summary of Estimated Costs
- D – Below Ground Services, Above Ground Services, Street Lighting and Signs, Direct City Charges
- E – Special Provisions

2. Construction of City Public Services

2.1. Consulting Engineers

- (1) The Owner shall retain a duly qualified Professional Engineer as the consulting engineer of the Owner to carry out all the necessary engineering, including but not limited to drawings, reports, specifications, and to supervise, inspect and certify the work required to be done for the development and construction of the project. The consulting engineer shall have a valid Certificate of Authorization from the Professional Engineers of Ontario.
- (2) Such consulting engineer, or any successor thereto, shall continue to be retained until the work required to be done for the development and construction of the project is completed and formally accepted by the City. The consulting engineer shall be available for information and queries from the City Engineer during the construction phase of the works and for any changes in design which field conditions may require.
- (3) The Owner may change from one consulting engineer to another at any time or times during the development and construction of the project, so long as the Owner has a qualified consulting engineer retained at all times and promptly notifies the City of any such change.
- (4) The City shall provide inspection services of the works in order to maintain quality control. As built survey information will also be provided by the City to the consulting engineer for him to provide "as built" Plans to the City at the Owners expense.
- (5) The Owner shall also provide, at his expense, a qualified full time resident supervisor acceptable to the City Engineer (capable of supervision, inspection and survey layout) on this project to provide continuous service during all phases of construction of the services and roadways. Without limitation, this supervisor's duties shall include:
 - i. Arranging for or providing line and grade for the contractors (and re-staking where necessary);

- ii. Carrying out inspections of construction to ensure that the work is completed in accordance with the City of North Bay and provincial standards and specifications;
 - iii. Arranging for or carrying out all necessary field testing of materials and equipment installed, according to the City's requirements (including without limitation soil sampling, concrete pipe testing, grain size analysis of pipe bedding materials, compaction in trenches, compaction of sub-grade and sub-base, testing of granular materials in accordance with the City's procedures, compaction of granular, asphalt mix design, quality control testing of asphalt delivered to the site, concrete mix information, quality control testing at the site and quality control of top soil);
 - iv. Investigating, reporting and advising on unusual circumstances which may arise during construction;
 - v. Carrying out additional inspections as requested, including inspections at the conclusion of construction contracts and at the end of the maintenance period as part of the acceptance program of the City.
 - vi. Obtain field information during and upon completion of construction necessary for the modification of engineering drawings to show the work "as-built";
 - vii. Making himself available at all times, on reasonable notice, to receive information of and respond promptly to emergency requirements arising out of the construction of Services;
 - viii. Notifying the City as required to request inspection prior to proceeding to construct further works which would preclude effective inspection of works previously completed;
 - ix. Acting as the Sub-divider's representative in all matters pertaining to the construction;
 - x. Providing co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the City Engineer for all the works specified in this Agreement; and
 - xi. Providing to the City, on behalf of the Sub-divider, the location of all service connections at the time of provisional acceptance.
- (6) The Owner shall provide a soils investigation report prepared by a qualified soils engineer, detailing the nature of the soils and their applicability to sewer and water systems and storm water management requirements and recommending an appropriate structural design of the road system in the Plan to the satisfaction of

the City Engineer.

- (7) The Owner shall provide (as deemed necessary by the City Engineer), a hydro geological report and/or a stormwater management report prepared by a certified Professional Engineer detailing the nature of groundwater and soil structure and recommendations as to the accommodation of such in the overall engineering of the Services.
- (8) The Owner acknowledges that the review of engineering drawings by the City is for the sole purpose of ascertaining conformity with established standards and criteria and does not imply that the City is approving the detailed design, responsibility for which shall remain with the Owner and his consulting engineer.
- (9) In the event that the Owner does not commence the construction of the Services within two (2) years from the date of the approval of the engineering drawings and specifications, those engineering drawings and specifications shall be resubmitted to the City for approval again prior to commencement of construction.

2.2. Construction/Installation of City Works and Services

- (1) The Owner shall obtain all required approvals and shall construct or install to provincial and City standards and shall provide to the City, complete in every detail, the following City works and Services (collectively known as the "Works) as shown on Plans submitted by the Owner's consulting engineer to the City and reviewed by the City Engineer for accordance with the City's specifications for such Works:
 - (a) City roads within the Plan complete with all signs and other appurtenances;
 - (b) City roads adjacent to the Plan and not separated from the plan by a reserve or reserves complete with all appurtenances;
 - (c) Removal and replacement of any temporary circle located immediately adjacent to the plan on a City road to be extended into the Plan;
 - (d) Sanitary sewers and watermains and related appurtenances.
 - (e) Street storm sewers or ditches on roads referred to in (a) and (b), complete with curbs, gutters, catchbasins and manholes;
 - (f) Street lighting on City roads within the Plan, on City roads adjacent to the plan but not separated from the Plan by a reserve or reserves and on City roads to be extended into the Plan where the Owner is required to remove and replace a temporary turning circle;

The following items may also be required:

- (g) Storm water drainage and management system serving the Lands in the Plan and lands outside the Plan but draining through the Plan, complete with detention or retention facilities, quality and sediment control devices and outlets;
- (h) Storm water management facilities serving the Plan such as, but not limited to, treatment ponds, infiltration galleries and settlement devices;
- (i) Boulevards and sidewalks on City roads within the Plan, on City roads adjacent to the Plan but not separated from the Plan by a reserve or reserves and on City roads to be extended into the Plan where the Owner is required to remove and replace a temporary turning circle;
- (j) Street tree planting on City roads within the Plan, on City roads adjacent to the Plan but not separated from the Plan by a reserve or reserves and on City roads to be extended into the Plan where the Owner is required to remove and replace a temporary turning circle;
- (k) Walkways on walkway blocks and park entrances, complete with walkway fencing, lighting, drainage and surfacing;
- (l) Other fencing, including, fencing adjacent to commercial sites, school sites, parks, open space, storm water management facilities and roads adjacent to the Plan and separated from the Plan by a reserve or reserves;
- (m) Noise attenuation measures including structures such as fencing or berms as approved by the City Engineer as may be set out in Schedule "E",; if any
- (n) Natural Heritage/Archeology study requirements as set out in Schedule "E",; if any; and
- (o) Environmental remediation measures as may be set out in Schedule "E",; if any.

(2) The City shall provide spot check inspection of the Services in order to maintain quality control.

(3) Where the City has agreed to contribute funding towards infrastructure over-sizing costs, the Owner agrees not to employ any contractor for construction of the Services nor shall any construction of the services commence unless and until it has received the prior written approval of the City. The Owner shall, before signing any contract for the construction of the Services, submit to the City a complete set of the contract documents and specifications prior to tendering for review and approval by the City. In the event the contract requires the

construction of any Service for which the City has a financial contribution, the contract documents will not be executed by work commenced until the approval of the bid, which the Sub-divider proposes to accept has been given by the City. The Owner acknowledges that should he fail to abide by requirements of this Section, the City, at its sole discretion, may be relieved of its obligation to make any financial contribution.

- (4) If at any time prior to acceptance of the Works, the City Engineer is of a reasonable opinion additional Services are reasonably necessary to provide adequately any of the public Services required by the project, the Owner shall construct, install or perform such additional Work, at the request of the City Engineer at the Owner's cost, so long as such additional Work, does not substantially change the previously approved design or the previously approved construction standards.
- (5) All Services shall be constructed and installed in accordance with the City's specifications and in a good and workmanlike manner under the supervision of the Owner's consulting engineer and under the observation of the City's inspectors, in the case of street lighting, North Bay Hydro's inspectors.
- (6) The Owner shall conduct video inspections of all Below Ground Services required to be constructed or installed hereby and shall provide a DVD format video record to the City before commencement of the Above Ground Services and before the end of the maintenance period.
- (7) The Owner shall be responsible for the sewer and watermain flushing of all mains constructed as part of this Agreement and at no cost to the City.
- (8) The Owner shall pay to the City an engineering review / administration / inspection fee of 3.3% of the estimated value of Above Ground Services and Below Ground servicing works (or a minimum of \$1,200) as detailed in Schedule 'D' of this Agreement.

2.3. General Regulations Respecting Servicing

- (1) The Owner shall not dump nor permit to be dumped any fill or debris on, nor remove or permit to be removed any fill from, any public lands, other than in the actual construction of roads in the project without the written consent of the authority responsible for such lands.
- (2) The City Engineer may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction or installation of any Services required by this Agreement and the cost of such tests shall be paid by the Owner within 30 days of invoices being rendered.
- (3) The Owner shall pay, within 30 days of invoices being rendered, the

costs of:

- (a) Relocating any existing municipal Services or utilities required to be relocated by the construction or installation of the Services or utilities in the project; and
 - (b) Moving any Services or utilities installed in driveways or so close thereto, in the opinion of the City Engineer, as to interfere with the use of the driveway.
- (4) The Owner shall provide and erect temporary signs of such nature and at such locations as designated by the City Engineer or his agent.
- (5) In the case where there has been a previous industrial or commercial land use of the Lands or a portion thereof, the Owner agrees to complete a Phase I Site Assessment pursuant to the "Guideline for Use at Contaminated Sites in Ontario" originally dated June 1996 and later revised.

2.4. Completion

The Owner shall complete all Services applicable to this Agreement within a time limit specified by Council up to a maximum of three years and failure to comply with the requirement will cause loss and forfeiture of all monies deposited with the City for the purpose of securing completion of the Services required by this Agreement.

3. Plans and Specifications

3.1. The Owner shall submit eleven (11) copies of the subdivision agreement to the City. When approved and signed by the City, distribution will be as follows:

Department / Agencies	Number of Copies
Corporate Services	2
Community Services	1
Engineering & Environmental Services	1
Owner	1
Consulting Engineer	1
North Bay Hydro	1
Bell Telephone Company	1
Union Gas	1
Cogeco Cable	1
North Bay-Mattawa Conservation Authority	1

3.2. All plans and specifications shall be prepared in accordance with the requirements of the City Engineer. All construction plans are to be included in Schedule "B" and "C". Upon completion of the installation of the Services the Owner's consulting engineer shall incorporate any job changes, locate all service boxes, and complete the as constructed drawings in electronic format to the satisfaction of the City Engineer. When the co-ordinate systems become available and practical for the North Bay area all plans, survey information and as constructed drawings are to be provided in a AutoCAD Civil 3D format based in the City GIS requirements.

3.3. The City shall not be required to execute this Agreement or the final plan of subdivision until delivery to the City Clerk of all transfers, easements, letters of credit or cash deposits or reports and plans required under this Agreement.

3.4. The Owner shall provide an electronic version of this Agreement and a CAD version of all plans referred to herein in a format defined by the City.

4. **Internal/External Road Maintenance and Repair/Snow Plowing**

- (1) Throughout the term of this Agreement, the Owner shall,
 - (a) Maintain all City roads within the project in a mud and dust free condition and free of obstructions, regardless of the source or cause of any mud, dust or obstruction;
 - (b) Maintain all City roads outside the project, including boulevards, in a mud and dust free condition and free of obstructions, where the source or cause of the mud, dust or obstruction is an operation or operations related in any way to the development of the project;
 - (c) Repair all City roads outside the project, including boulevards, where damage has occurred as a result of an operation or operations related in any way to the development of the project;
 - (d) Plow snow from and deice all City roads within the project that are not subject to the City's winter control program; and
 - (e) The City shall include in its winter maintenance program any roads on which a house has been lawfully completed and occupied, but the Owner shall remain responsible for any reconstruction or repair of the road surface.
- (2) The Owner, within 24 hours of verbal notification by the City to it or its representatives, shall undertake such works as are necessary to clean, clear, repair, plow or deice any City road requiring such work in the opinion of the City Engineer or his designate.
- (3) The Owner agrees that should a particular stage or phase of the subdivision terminate with a temporary cul-de-sac and should future connecting stages of the Subdivision not be commenced prior to the installation of the top lift of asphalt, the Owner shall pave this cul-de-sac to the satisfaction of the City Engineer.

5. House Numbers

- 5.1. House numbers for use within the plan of Subdivision shall be shown, by the Owner, on the Plans included herewith as Schedule "B" and in accordance with the Current City By-law.

6. Storm Water Management

- 6.1. All drainage works shall conform to Current City standards and Current stormwater management policy(ies). These policies are based on the most recent area specific sub-watershed plans and the 2003 Ministry of Environment, Conservation and Parks (MOECP) guidelines as amended from time to time.

- 6.2. The Owner shall grant to the City Easements across the Lands herein described, or adjoining lands to provide for any drainage work that may be required by the storm water management plan to furnish an outlet for storm water or natural watercourses across the said property. The Owner shall be responsible for all costs including the registration fees for any grants or transfers. The said Easements shall be described in Schedule "A1" hereto, as specified by the City Engineer and indicated on the Plan Schedule "A". The Owner further agrees that any existing tile drainage system shall be indicated on the plans Schedule "B" and "C" hereto.

6.3. Grading Control Plan/Lot Drainage and Sodding

- (1) The Owner shall submit to the City, for the approval of the City Engineer, a subdivision grading control plan prepared by the Owner's consulting engineer, establishing the proposed grading of the Lands in the project to provide for the proper drainage thereof and the drainage of all adjacent lands which drain through the Lands in the project. All elevations shall be according to the current City of North Bay datum.
- (2) The subdivision grading control plan shall be prepared in accordance with the City's current lot drainage specifications and shall not provide for the drainage of surface run-off water onto City-owned parkland, open space, walkways or other private lands not part of the Subdivision unless provision is made for the installation by the Owner, at no cost to the City, of suitable swales and catch basins to manage surface run-off water adequately, in the opinion of the City Engineer.
- (3) The Owner shall grade all the Lands in the project in accordance with the approved subdivision grading control plan, ensuring that sufficient topsoil remains as cover on all areas of the project intended for sodding, hydro seeding, or other planting.
- (4) If the City determines that,
 - (a) grading has not been done in accordance with the Subdivision grading control plan,

(b) grading has been done in accordance with the subdivision grading control plan but drainage problems remain, or

(c) sufficient topsoil has not been left in the appropriate areas,

the Owner shall re-grade the project, or part thereof affected, adding a sufficient amount of topsoil if necessary, or construct catch basins, swales or other structures as may be necessary to correct such problems, as directed by the City Engineer, at the cost of the Owner.

- (5) The Owner shall sod the front yards, City boulevards and drainage Easements of each of the residential lots and blocks in the project except for paved, planted or treed areas prior to the occupancy of the dwelling unit located thereon or within the six months immediately thereafter except, where the occupancy of the dwelling unit occurs in November or December of any year, the time limit for sodding may be extended to June 30 in the following year at the discretion of the City Engineer.
- (6) Prior to the sale of any lot or dwelling, the Owner agrees that an individual lot grading plan shall be submitted to the City certifying that the lot grading and building elevations are in compliance with the subdivision grading control plan and shall be confirmed by an Ontario Land Surveyor prior to final inspection of the house on the lot.
- (7) The Owner agrees that buildings to be erected on the said Lands covered by or included in the said plan of Subdivision shall be erected to conform to building elevations set out in the approved subdivision grading control plan before building operations are commenced. The said building elevations will conform within 50mm to the grades and elevations indicated on the subdivision grading control plan required by this Agreement and attached hereto and a certificate to this effect shall be obtained from the consulting engineer submitted to the City Engineer and City's Chief Building Official.

6.4. Erosion Control During Construction

The Owner covenants and agrees to implement an erosion control plan forming part of Schedule "B" of this Agreement and to maintain the control measures as specified in the erosion control plan during the construction of Services and development of the Plan. The Owner further agrees that any costs incurred by the City in cleaning, clearing, repairing or reconstructing the sedimentation and erosion control facilities, or existing Services within or outside the Plan as a result of storm water runoff and siltation will be the responsibility of the Sub-divider and will be drawn from the letter of credit deposited with the City under Section 12 of this Agreement.

7. **Tree Planting**

7.1. In the event that the Owner plants trees within the road allowance boulevard, then the City shall provide an equivalent credit from the cash-in-lieu of parkland. The Owner shall first obtain the approval of the City to:

- The calliper and species of trees;
- The amount of the cash-in-lieu provided by the Owner which can be applied thereto;
- The provision of a written warranty for the trees for two (2) years from planting of the trees.

8. **Utility Installations**

8.1. Hydro Electric Installations - All Hydro Services shall be underground where achievable and shall be approved by the City Engineer.

- (1) The Owner agrees to provide easements across the Lands described in Schedule "A2" hereto and indicated on Schedule "A" for the purpose of hydro electric installations. The easements for the aforesaid Lands duly executed by the Owner shall be deposited with the City Clerk before the final approval of the said Plan by the City with the registered plan number left blank in the legal description, such Plan number to be entered by the Land Registrar when the said Plan is registered.
- (2) Execution of this Agreement by the City shall confer approval to the North Bay Hydro to install their plant in the locations shown in Schedule "C" hereto.
- (3) The Owner shall require approval of hydro design and plant by the local default hydro distribution company and, as directed, by the Ontario Energy Board.
- (4) Execution of this Agreement by the City shall confer the City's consent to the North Bay Hydro or local distribution company, to install and locate plant as shown in Schedule "C" hereto.

8.2. Telephone/Telecommunications Installations

- (1) The Owner agrees to provide easements across the Lands described in Schedule "A3" hereto and indicated on Schedule "A" for the purposes of telecommunications installation.
- (2) The Owner agrees to allow telecommunications companies to survey and register easements as shown on Schedule "A3" hereto.
- (3) Execution of this Agreement by the City shall confer the City's consent telecommunications companies to install and locate plant as shown in Schedule "C" hereto.

8.3. Gas Company Installations

- (1) The Owner agrees to provide easements across the Lands described in Schedule "A4" hereto and indicated on Schedule "A" for the purpose of Union Gas (Ontario) Ltd. installations.
- (2) The Owner agrees to allow Union Gas, being the current gas franchise licence holder for gas distribution in North Bay, to survey and register easements as shown on Schedule "A4" hereto.
- (3) Execution of this Agreement by the City shall confer approval to the Union Gas (Ontario) Ltd. to install their plant as shown on Schedule "C" hereto.

8.4. Cable Installations

- (1) The Owner agrees to provide easements across the Lands described in Schedule "A5" hereto and indicated on Schedule "A" for the purpose of cable installations by Cogeco.
- (2) The Owner agrees to allow Cogeco, being the cable franchise licence holder for distribution in North Bay, to survey and register easements as shown on Schedule "A5" hereto.
- (3) Execution of this Agreement by the City shall confer approval to the Cogeco to install their plant as shown on Schedule "C" hereto.

8.5. Canada Post Facilities

Canada Post Facilities shall be shown clearly on all engineering drawings and also shall be shown in the field by means of a sign indicating the location of the Canada Post facility.

8.6. Transit Shelters

Any proposed transit shelters and other related facilities shall be located with the approval of the City Engineer and the City's Transit Manager and shall clearly be shown on all Plans.

9. **Lands for Municipal Purposes**

- 9.1. That the Owner shall grant in fee simple unto the City, the Land or easements set forth in Schedule "A1", Schedule "A2" and Schedule "A6" hereto and shown on Schedule "A" for municipal purposes other than roads as indicated on the attached plan of Subdivision. The Owner shall be responsible for all costs including the registration fees for such grants and transfers.

9.2. The deeds for the said Lands, and the Easements described in Schedules "A1", "A2" and "A6" hereto, duly executed, are to be deposited with the City Clerk by the Owner before the final approval of the said plan of subdivision by the City, with the registered plan number left blank in the legal description, such plan numbers to be entered by the City Clerk when the said plan is registered.

9.3. Parkland Dedication

The Owner agrees to dedicate **<BLOCK XX>**, as shown on this plan of Subdivision as Parkland, representing **<%>** of the total Lands in this plan of Subdivision, being **<parkland area>**, hereinafter "Parkland Dedication".

9.4. Cash-in-lieu of Parkland Dedication

Should the City agree to accept a cash payment in lieu of a parkland dedication, the Owner will pay to the City by way of cash or certified cheque an amount equal to five percent (5%) of the current appraised Land value.

10. **Payment of Taxes**

- (1) The Owner agrees to pay all arrears of taxes outstanding against the lands herein described before the final approval of the said plan of Subdivision by City Council.
- (2) The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said Lands on the basis and in accordance with assessment and collector's roll entries appearing from time to time.

11. **Commutation of Local Improvements**

- (1) The Owner hereby agrees to commute and pay all existing frontage and area local improvement charges against the Lands on the said plan of Subdivision.
- (2) The Owner hereby agrees to commute and pay all proposed frontage and area local improvement charges against the Lands on the said plan of Subdivision. Proposed local improvement charges shall be deemed to be against the Lands when the City has given three readings to the authorizing by-law.
- (3) The Owner agrees to commute and pay the City share of proposed and existing local improvements serving the Lands on the said plan of Subdivision.
- (4) All such payments are to be made by the Owner prior to the execution of this Agreement by the City.

12. Financial Arrangements

12.1 Security

As security for all covenants of the Owner contained in this Agreement, the Owner shall, at the time of the execution of this Agreement, file with the City one or more irrevocable letters of credit totaling the amount of **\$70,373.10** (A breakdown of this figure is provided in Schedule "D".) It is understood and agreed that if the Owner should fail to complete to the satisfaction of the City any items remaining to be completed under this Agreement, within the time limit provided for, then the City may at its sole discretion demand payment on the Letter of Credit and may use all or any part of the value of the Letter of Credit to rectify the default.

12.2 Form of Letter of Credit

All letters of credit filed with the City under this Agreement shall be in favour of the City and in a form satisfactory to the City Solicitor. Each letter of credit must be issued by a Canadian chartered bank for the amount(s) set out. The terms of the letter(s) of credit must provide that the bank shall pay to the City Treasurer any sums as may be requested from time to time, to the maximum limit of credit, without recourse. Each letter of credit must be valid for at least one year from the date of its delivery to the City and must provide that it cannot be revoked or terminated without at least thirty (30) days' notice to the City Treasurer. The letter of credit is to remain irrevocable until the Services are accepted by the City. The letter of credit may be reduced from time to time as certain stages are completed and accepted by the City as detailed in Section 12.5.

12.3 Cash in Lieu or Performance Bond Alternative to Letter of Credit

- (1) Where security is required pursuant to the terms of this Agreement, it has been anticipated that the Sub-divider will provide this security in the form of one or more letters of credit in the form required by Schedule "D". However, the City, in its sole discretion, may accept a cash deposit in lieu of a letter of credit. Where a cash deposit is made by the Sub-divider as security for the performance of any one or more of its obligations pursuant to this Agreement, simple interest shall be payable by the City to the Sub-divider on the amount deposited, as reduced from time to time pursuant to the terms of this Agreement. The rate of interest shall be at the rate for short-term deposits for a term of 180 days quoted by TD Canada Trust on the last Friday of the months of March, June, September and December. Interest shall be computed on the minimum quarterly balance for the number of days which any cash deposit is on deposit during the quarter.
- (2) The City may, at its discretion, accept a performance bond and Material and Labour bond in an amount equal to the letter of credit amount, in a form and from a company satisfactory to the City Solicitor.

12.4 Increased Security after Three Years

Where a letter of credit has been tendered and accepted by the City pursuant to this Agreement, the City may request that the value of the letter of credit be increased after three years, whether or not the Plan has been registered, or whether or not the construction of Services has commenced, or at any stage during the construction of Services, if it appears after three (3) years to the City, that the sum secured by the letter of credit has become insufficient to adequately indemnify the City under this Agreement. This determination shall be made in the reasonable discretion of the City. In the event that an increased letter of credit is not received by the City, within 20 days of making a request for an increase, the Sub-divider shall be deemed to be in default under this Agreement, and shall not take any further steps to develop, convey or build upon the Land. If this Agreement is in default for 30 days or more the City, may draw the whole amount of the letter of credit.

12.5 Reduction of Letter of Credit

The City may, from time to time, reduce the amount of the letter of credit provided to secure the construction of any Services for which sums are deposited under Section 12.1 and Schedule "D" of this Agreement by an amount equal to 80% of the funds held by the City for such completed Services. The Sub-divider acknowledges that the City will not entertain a request for reduction unless and until it has received a certificate from the Sub-divider that all accounts relative to the installation of the completed Services has been paid, and that the *Construction Lien Act*, R.S.O. 1990, c. P. 30, as may be amended, has been complied with by the Sub-divider. Any reduction made shall be based on the progress payment made by the Sub-divider to his contractor and the estimated cost of the Services set out under Schedule "D". After final acceptance of the Below Ground Services, the balance of the letter of credit shall not be reduced to less than 20% of the estimated cost of Above Ground Services until a Certificate of Final Acceptance for all Services has been given. In the event that the Developer obtains a contract wherein the purchaser of the lots agrees to sod the boulevard and agrees to deposit the cost in full with the City, the City may on an annual basis, upon receipt of the deposit from the purchaser of the lot, reduce the letter of credit by the amount of the deposit.

12.6 Guarantee

The Sub-divider acknowledges that the letter(s) of credit is/are taken to secure the completion of the Sub-divider's obligations pursuant to this Agreement, and will stand to guarantee that its obligations are satisfactorily completed. If the Land is transferred while the Sub-divider's obligations under this Agreement have not been completed, the Sub-divider acknowledges that it is its own and sole responsibility to make arrangements with the transferee of the Land directly to have liability for the letter(s) of credit guaranteed or assumed by the transferee. Substitute letter(s) of credit from the transferee, will not necessarily be accepted by the City unless

in compliance with Subsection 12.2.

12.7 Direct City Charges

The Sub-divider paid the City the amount of **\$5,250.00** under the Pre Service Agreement for the individual items set out in detail in Schedule "C" to this Agreement.

12.1.1. Nature of Direct City Charges

The money paid under Schedule "C" of this Agreement shall become the sole property of the City, free from all claims of the Sub-divider. The Sub-divider shall not, under any circumstances, be entitled to any refund of any part of the fixed payment once it has been paid, whether or not the actual cost of providing the Services for which payment is made is less than the sum paid by the Sub-divider under Schedule "C".

12.1.2. Use of Direct City Charges

The Sub-divider acknowledges that the City shall use the moneys paid by the Sub-divider under Schedule "C" to pay the cost of, or to reimburse the City for the cost of the Services or improvements on account of which the moneys are paid whether such Services or improvements were constructed or rendered before or are constructed or rendered after the date of this Agreement. The time and manner of providing these Services shall be at the sole discretion of the City.

12.8 Development Charges

The Sub-divider acknowledges that, in addition to the amounts payable under Section 12 and Schedule "C", all applicable development charges must be paid prior to or at the time a building permit is issued, such amount as set out in the City's Development Charges By-law No. 2014-128 Schedule "B", and any amendments to this By-law.

12.9 Special Area Development Charges

The Sub-divider acknowledges that Area Specific Development Charges established under City of North Bay By-law No. 2014-128 are applicable to this development and payable at the time of building permit issuance, such amount as set out in Schedule "E" of this By-law.

12.10 Services to be Assumed

The total estimated cost of all the Services to be constructed which will be assumed by the City is **\$1,638,420.97** as generally detailed in Schedule "C". To secure the construction of Services which are the responsibility of the Sub-divider, the Sub-divider shall provide a letter of credit in the amount

of **\$70,373.10** which is 100% of the cost of constructing outstanding Services.

12.11 Cost Breakdown for Letter of Credit

The letter of credit shall be given on the terms set out in Section 12 of this Agreement and shall be in the amount of **\$70,373.10** and shall detail that it is paid on account of the items for which payment or security is required under Subsection 12 of this Agreement.

12.12 Off Site Servicing

The Owner agrees to pay all applicable off-site servicing costs related to this Subdivision less any appropriate City share as detailed in Schedule "E" of this Agreement; if any.

12.13 Guarantee and Maintenance Period

The Sub-divider covenants and agrees to maintain and guarantee all the Services from all defects in workmanship or material for a period of two (2) years from the date of completion of the first lift of asphalt (the "Maintenance and Guarantee Period"). During the said Maintenance and Guarantee Period referred to above, the Sub-divider covenants and agrees to maintain all of the Services in good working order and maintain them in a good state of repair.

The Sub-divider acknowledges that the City shall be entitled to retain not less than 5% of the value (as set out in Schedule "C" of this Agreement) included in the letter of credit provided pursuant to Section 12 of this Agreement to secure the construction of the Services until a Certificate of Final Acceptance is issued pursuant to Section 12.14 of this Agreement.

12.14 Certificate of Final Acceptance of Services

The Sub-divider shall receive from the City Engineer a Certificate of Final Acceptance on the expiry of the Maintenance and Guarantee Period subject to the following conditions:

- (1) The Sub-divider must deliver to the City the final engineering drawings required by Section 2.1 of this Agreement.
- (2) Any and all defects or damages to Services which occurred during the Maintenance and Guarantee Period must have been corrected.
- (3) The Sub-divider must cause its consulting engineer to provide a set of as-built plans based on the consulting engineer's survey and inspection reports.
- (4) The Sub-divider must cause an Ontario Land Surveyor to provide a declaration certifying that all standard iron bars shown on the

registered plan of Subdivision (and marking the main points of the limits of the highways and the blocks dedicated or conveyed to the City) are still in their correct locations.

The issue of the Certificate of Final Acceptance shall relieve the Subdivider from any further obligations of guarantee of the accepted Services.

13.1 Occupational Health and Safety

- (1) The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O. 1 as amended, or any successor thereto, and all Regulations thereunder (in this section called the "Act"), and shall ensure that its employees, contractors, subcontractors and their employees,
 - (a) are aware of their respective duties and obligations under the Act, and
 - (b) have sufficient knowledge and training to perform all Services required pursuant to this Agreement safely and in compliance with the Act.
- (2) In the performance of all Services required pursuant to this Agreement, the Owner shall,
 - (a) act safely and comply in all respects with the Act, and
 - (b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act.
- (3) The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.
- (4) In addition to the Owner's general indemnification of the City pursuant to Section 13.2 below, the Owner shall indemnify and save harmless the City,
 - (a) from any loss, inconvenience, damage or cost to the City which may result from the Owner or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any Services required pursuant to this Agreement; and
 - (b) against any action or claim, or costs related thereto, brought against the City by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any Work or Service required pursuant to this Agreement.

- (5) The Owner shall permit representatives of the City on the site where any Services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.
- (6) No act or omission by the City or any representative of the City (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.

13.2 General Indemnity and Release

Until the City has accepted the subdivision Services and roads, the Owner on behalf of himself, his assigns and successor in title, hereby covenants to indemnify and save harmless the City from all actions, causes of action suits, claims, and demands whatsoever, for any personal injury, death or property damage which may arise either directly or indirectly from the development of this Subdivision including and without limiting the generality of the foregoing, only claims arising by reason of any alteration of the existing grade or level of any street or streets on the said plan to bring the said grade or level into conformity with the grade or level approved by the City Engineer or by reason of any damage to the lands abutting on any street or streets shown on the said Plan, or to any building erected thereon, arising from, or in consequence of any such alteration of grade or level.

- 13.2.1 The Owner further agrees to indemnify and save harmless the City from any claim or demand arising from the design and/or approval of the Services and roads herein.
- 13.2.2 The Owner shall be liable for all damages that may be suffered by any person on the streets as shown on the Plan until the streets have been taken over by by-law by the Council of the City of North Bay.
- 13.2.3 In the event that any of the obligations of the Owner herein are requested by the Owner to be performed by the City, then the Owner hereby appoints the City as the agent of the Owner for the purpose of performing such Services and the Owner shall pay the cost of any such Services forthwith upon demand. The parties hereby agree that any Services which are required to be performed for the purpose of maintaining public travel on a road (dedicated to the City, but not yet assumed by the City of maintenance) in circumstances deemed by the City Engineer in his sole opinion, to be on an emergency basis, then such Services shall be further deemed to be at the request of the Owner, at the expense of the Owner and as agent for the Owner.
- 13.2.4 Any rights, duties or obligations of the Owner which are required to

be performed by the Owner prior to the issuance of a building permit on a lot shall not be assigned without notice in writing to the City Engineer.

13.2.5 Environmental Remediation

The Sub-divider covenants and agrees to implement the recommendations of any pertinent environmental remediation studies which may be required by this Agreement or which otherwise apply to the Lands.

13.2.6 Liability Insurance

- a) The Owner shall procure and maintain liability insurance in the amount of five million dollars (\$5,000,000) on a per occurrence basis. Such insurance shall include the City, its officers and agents as named insured for all and any claims resulting from improper installation of any Services or on any roadway prior to the City assuming such Services or roadways.
- b) The insurance as specified above shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the City at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the City for approval. The insurance will not be cancelled until all Services are complete and have been accepted by the City.
- c) The Owner shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement and from time to time as such insurance is renewed or replaced.

14 Building Permit

The approval of the City authorities to this proposed plan of Subdivision is not to be deemed to give assurance that building permits, when applied for, will be issued on the lots as shown on the Plan in Schedule "A".

15 Registration of Subdivision Agreement and Release

The Owner hereby agrees that this Agreement shall be registered upon the title of the Land within the said plan of subdivision. Such registration shall be at the expense of the Owner.

15.1 Release of Subdivision Lands

Upon completion of the said Services and the issuance of the Final Acceptance Certificate and the payment of all accounts therefore and the submission of applicable as constructed plans, the City Engineer will issue to

the City Clerk a report that states in his opinion the said Services have been constructed according to City specifications, standards and requirements or that there is adequate financial security retained therefore. When the City Clerk has received the City Engineer's report, the City Clerk shall execute a certificate to release the Lands from this Agreement.

16 Encumbrances

16.1 Postponement

The Mortgagee, in consideration of the approval by the City of the Plan, postpones any rights or interests which it has in the Land with the intent that this Agreement shall take effect as though executed and registered prior to the creation of its right or registration of any mortgage, agreement or other document creating or defining its rights or interests.

16.2 Priority of Rights

The Mortgagee, in consideration of the approval by the City of the Plan, covenants and agrees with the City that this Agreement, and any conveyance, Easement, easement or other documents given pursuant to this Agreement, shall have priority over the rights of the Mortgagee in the Land with the intent that the Mortgagee (or anyone claiming under it) shall at no time exercise in relation to the Land any right, title or claim which could not be exercised by the Sub-divider by reason of the terms of this Agreement.

17 Successors and Assigns

This Agreement shall insure that the benefit and be binding upon the parties and their respective successor, assigns, heirs, executors and administration.

18 Assignment

The Owner may not assign all or any portion of its rights and obligations under this Agreement without the City's written consent, which may be arbitrarily and unreasonably withheld.

IN WITNESS WHEREOF the Corporate Seal of the Owner is hereunto affixed under the hands of its proper signing officers in that behalf.

IN WITNESS WHEREOF the City has hereunto affixed its Corporate Seal under the hands of its proper signing officers authorized by By-law in that behalf.

SIGNED, SEALED AND DELIVERED

In the Presence of

1804016 ONTARIO Inc.

Name: Frank Valenti
Title: President
'I have the authority to bind the Corporation'

SIGNED, DELIVERED AND ATTESTED

The Corporation of the City of North Bay

In the Presence of

MAYOR – Allan McDonald

CLERK – Karen McIsaac

Authorized and approved by By-law Number _____
ENACTED this _____ day of _____, A.D., 20__.

SCHEDULE "A"

(1) All and singular that certain parcel or tract of land and premises situated, lying and being in the City of North Bay in the District of Nipissing and more particularly described as follows:

(a) Existing Property Description:

Part of Lot 17, Concession 'B' Township of Widdifield, now in the City of North Bay

(b) Subdivision Description:

Registered Plan 36M-_____

As prepared by Miller and Urso Surveying Inc.

SCHEDULE "A1"

EASEMENT(S) FOR DRAINAGE

Owner agrees to provide registered Transfer to Easement(s) in favour of the City in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

**<LIST ANY EASEMENTS REQUIRED - INSERT 'NIL' IF NONE
Include a description of the Parts on the Plan>**

SCHEDULE "A2"

EASEMENT(S) FOR HYDRO

Owner agrees to provide registered Transfer of easement(s) in favour of North Bay Hydro in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

<LIST ANY EASEMENTS REQUIRED – INSERT 'NIL' IF NONE
Include a description of the Parts on the Plan>

SCHEDULE "A3"

EASEMENT(S) FOR BELL CANADA AND OTHER TELECOMMUNICATIONS COMPANIES

Owner agrees to provide registered Transfer of easement(s) in favour of Bell Canada or other telecommunications companies in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

**<LIST ANY EASEMENTS REQUIRED - INSERT 'NIL' IF NONE
Include a description of the Parts on the Plan>**

SCHEDULE "A4"

EASEMENT(S) FOR GAS

Owner agrees to provide registered Transfer of easement(s) in favour of Union Gas (Ontario) Ltd. in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

<LIST ANY EASEMENTS REQUIRED – INSERT 'NIL' IF NONE
Include a description of the Parts on the Plan>

SCHEDULE "A5"

EASEMENT(S) FOR CABLE

Owner agrees to provide Registered Transfer of easement(s) in favour of Cogeco. Cable in prescribed form prior to execution by the Mayor and Clerk of this Agreement

<LIST ANY EASEMENTS REQUIRED – INSERT 'NIL' IF NONE
Include a description of the Parts on the Plan>

SCHEDULE "A6"

PARKS AND OTHER LANDS FOR MUNICIPAL PURPOSES

Parks and Other Lands

<DESCRIBE PARKLAND DEDICATION>

- (1) The Owner agrees to convey <BLOCK XX> as shown on this Plan of Subdivision.

Cash in Lieu Calculation

(As set out in Section 51.1.1 of the planning Act Chpt. P.13, R.S.O. 1990 as amended)

5% of the present assessed value.

<IF NO PARKLAND DEDICATION, THEN INSERT THE AMOUNT OF CASH IN LIEU AND HOW IT WAS CALCULATED>

One Foot Reserves / Turning Circles

<Add in any one foot reserves or turning circle information if applicable>

SCHEDULE "B"

PLANS

<u>Drawing No.</u>		<u>Description</u>
C-00	-	COVER PAGE
C-1	-	SITE SERVICE PLAN
C-2	-	LOT GRADING PLAN
C-3	-	Plan and Profile - ROAD A
C-4	-	Plan and Profile - PEARCE
C-5	-	Pipe and Structure Table
C-6	-	Typical Road Cross-Section
C-7	-	OPSD Guidelines
C-8	-	OPSD Guidelines
C-9	-	OPSD Guidelines
C-10	-	OPSD Guidelines
C-11	-	Storm Area Plan
C-12	-	Sanitary Area Plan
C-13	-	Erosion Control Plan
C-14	-	Dry Pond Plan

SCHEDULE "C"

SUMMARY ESTIMATED COSTS	
PART A - Below Ground Services	\$ 628,700.00
PART B - Above Ground Services	\$996,920.97
PART C - Street Lighting and Street Signs	\$ 12,800
TOTAL PARTS A, B, AND C	\$ 1,638,420.97
ENGINEERING AND CONTINGENCIES 10%	\$163,842.10
TOTAL ESTIMATED COST * (total of A,B,C + Engineering & Contingencies)	\$ 1,802,263.07
<u>Direct City Charges</u>	
Engineering review and administration**	\$ 5,000
Fee for preparation and registration of this Agreement and other documents required under this Agreement	\$ 250.00
Total Direct City Charges	\$5,250

- * The Total estimated costs are the total estimated construction of the road and all the appurtenances in or over the road. These costs are to be used to establish the value of the letter of credit as per Section 12 of this Agreement.
- ** This payment is calculated as a minimum of \$1,000 or 3% of the estimated cost of the installation of the Services (Part A and B) whichever is the greater as a contribution towards the cost incurred by the City for the engineering review, approvals and inspection of the Work in this Agreement.

SCHEDULE "D"

Part A – Below Ground Services

PART A - BELOW GROUND SERVICES					
Item	Description	Unit s	Quantit y	Unit Price	Amount
ROAD A & PEARCE					
1	SAN-1200mm MANHOLE		5	\$ 8,000.00	\$ 40,000.00
2	SAN-125mm c/w Insp. Chamber		15	\$ 2,000.00	\$ 30,000.00
3	SAN-200mm DIA PVC PIPE	m	170	\$ 250.00	\$ 42,500.00
4	SAN-450mm DIA PVC PIPE	m	45	\$ 400.00	\$ 18,000.00
5	SAN-450mm END CAP	m	1	\$ 1,000.00	\$ 1,000.00
6	SAN-200mm END CAP	m	1	\$ 1,000.00	\$ 1,000.00
5	STM-1200mm MANHOLE		5	\$ 8,000.00	\$ 40,000.00
6	STM-1500mm MANHOLE		1	\$ 10,000.00	\$ 10,000.00
7	STM-1500mm STORMCEPTOR		1	\$ 50,000.00	\$ 50,000.00
8	STM-600x600 CATCH BASIN		6	\$ 4,000.00	\$ 24,000.00
9	STM-600x600 DITCH INLET CB		1	\$ 5,000.00	\$ 5,000.00
10	STM-600x1450 DOUBLE CB		3	\$ 6,000.00	\$ 18,000.00
11	STM-125mm PVC SERVICE c/w Insp. Chamber		15	\$ 2,000.00	\$ 30,000.00
12	STM-250mm DIA PVC CB lead	m	38	\$ 250.00	\$ 9,500.00
13	STM-300mm DIA PVC CB lead	m	10	\$ 300.00	\$ 3,000.00
14	STM-300mm DIA PVC PIPE	m	45	\$ 300.00	\$ 13,500.00
15	STM-525mm DIA PVC PIPE	m	122	\$ 450.00	\$ 54,900.00
16	STM-600mm DIA PVC PIPE	m	26	\$ 600.00	\$ 15,600.00
17	STM-750mm DIA PVC PIPE	m	48	\$ 650.00	\$ 31,200.00
18	STM-525mm END CAP	m	2	\$ 1,000.00	\$ 2,000.00
19	PERFORATED PIPE SUBDRAIN	m	350	\$ 50.00	\$ 17,500.00
20	WM-19mm COPPER SERVICES c/w SS Saddle		15	\$ 2,000.00	\$ 30,000.00
21	WM-FIRE HYDRANT		1	\$ 4,000.00	\$ 4,000.00
22	WM-CONNECT TO EXISTING		1	\$ 10,000.00	\$ 10,000.00
23	WM-TESTING WATER MAIN		1	\$ 15,000.00	\$ 15,000.00

24	WM-200mm DIA PVC PIPE	m	230	\$ 300.00	\$ 69,000.00
25	WM-200mm GATE VALVE		8	\$ 4,000.00	\$ 32,000.00
26	WM-200mm T		3	\$ 2,000.00	\$ 6,000.00
27	WM-200mm 7° ELBOW		3	\$ 1,000.00	\$ 3,000.00
28	WM-200mm END CAP		3	\$ 1,000.00	\$ 3,000.00
29	TRENCH ROCK (SAN, STM, WM)	m ³		\$ -	\$ -
30	PRE BLAST SURVEY		1	\$ -	\$ -
TOTAL PART A					\$ 628,700.00

Part B – Above Ground Services

PART B - ABOVE GROUND SERVICES					
Item	Description	Units	Quantity	Unit Price	Amount
ROAD A					
1	GRANULAR A	Tonne	662	\$ 12.00	\$ 7,947.83
2	GRANULAR B TYPE II	Tonne	1130	\$ 18.00	\$ 20,337.16
3	ASPHALT Superpave Basecoat	Tonne	2307	\$ 175.00	\$ 403,801.30
4	ASPHALT Superpave Topcoat	Tonne	2307	\$ 175.00	\$ 403,801.30
OVER SIZING					
PEARCE STREET (URBAN RESIDENTIAL)					
5i	GRANULAR A	Tonne	147	\$ 12.00	\$ 1,768.10
6i	GRANULAR B TYPE II	Tonne	258	\$ 18.00	\$ 4,641.30
7i	ASPHALT Superpave Basecoat	Tonne	51	\$ 175.00	\$ 8,983.10
8i	ASPHALT Superpave Topcoat	Tonne	51	\$ 175.00	\$ 8,983.10
URBAN RESIDENTIAL TOTAL					\$ 24,375.60
PEARCE STREET (URBAN COLLECTOR)					
5ii	GRANULAR A	Tonne	185	\$ 12.00	\$ 2,216.59
6ii	GRANULAR B TYPE II	Tonne	314	\$ 18.00	\$ 5,652.18
7ii	ASPHALT Superpave Basecoat	Tonne	129	\$ 175.00	\$ 22,523.48
8ii	ASPHALT Superpave topcoat	Tonne	51	\$ 175.00	\$ 9,009.39
URBAN COLLECTOR TOTAL					\$ 39,401.65
CITY COST FOR OVERSIZING					\$ 15,026.05
9	SOD/HYDRO SEED	m ²	1700	\$ 4.00	\$ 6,800.00
10	CURB AND GUTTER (OPSD 600.060)	m	352	\$ 90.00	\$ 31,680.00
11	PERMANENT 3.0 WIDE SODDED SWALE	m	204	\$ 60.00	\$ 12,240.00
12	TEMPORARY 3.0 WIDE SODDED SWALE	m	70	\$ 60.00	\$ 4,200.00

13	FUTURE 3.0 WIDE SODDED SWALE	m	62	\$	60.00	\$	3,720.00
14	3.0 WIDE TERRAFIX FLEXMAT SWALE	m	55	\$	50.00	\$	2,750.00
15	EROSION CONTROL FENCE (OPSD 219.130)	m	240	\$	5.00	\$	1,200.00
16	RETAINING WALL >0.9m	m	51	\$	300.00	\$	15,300.00
17	RETAINING WALL <0.9m	m	18	\$	300.00	\$	5,400.00
18	30mx46m QUALITY CONTROL DRY POND		1	\$	50,000.00	\$	50,000.00
MAINTENANCE ACCESS FOR POND							
19	GRANULAR A	Tonne	86	\$	12.00	\$	1,034.99
20	GRANULAR B TYPE II	Tonne	130	\$	18.00	\$	2,332.80
TOTAL PART B							\$ 996,920.97
PART B CITY OF NORTH BAY TOTAL							\$ 15,026.05

Part 'C' – Street Lighting and Signs

PART C - STREET LIGHTING AND SIGNS						
Item	Description	Units	Quantity	Unit Price	Amount	
1	STREET LIGHTS		6	\$ 2,000.00	\$	12,000.00
2	STREET SIGNS		4	\$ 200.00	\$	800.00
TOTAL PART C						\$ 12,800.00

SECURITY LETTER OF CRETE PART B						
Item	Description	Units	Quantity	Unit Price	Amount	
8i	ASPHALT Superpave Topcoat	Tonne	51	\$ 175.00	\$	8,983.10
9	SOD/HYDRO SEED	m ²	1700	\$ 4.00	\$	6,800.00
10	CURB AND GUTTER (OPSD 600.060)	m	352	\$ 90.00	\$	31,680.00
11	PERMANENT 3.0 WIDE SODDED SWALE	m	204	\$ 60.00	\$	12,240.00
12	TEMPORARY 3.0 WIDE SODDED SWALE	m	70	\$ 60.00	\$	4,200.00
13	FUTURE 3.0 WIDE SODDED SWALE	m	62	\$ 60.00	\$	3,720.00
14	3.0 WIDE TERRAFIX FLEXMAT SWALE	m	55	\$ 50.00	\$	2,750.00
SECURITY LETTER OF CREDIT TOTAL						\$ 70,373.10

SCHEDULE "E"

SPECIAL PROVISIONS

<Insert any required special provisions as may be set out in the conditions of draft approval, examples include: note: add or delete these provisions as it relates to the specific subdivision development>

1. The Owner agrees that no removal of trees be undertaken prior to the final approval except: within the proposed road allowance for survey purposes around the boundary of the Draft Approved Lands and for exploratory soils investigations for the purpose of estimating servicing costs.
- ~~2. The Owner agrees to pay a Storm Water Management fee of \$2,200.00 per dwelling unit and that the fees be payable at the time of issuing the building permit for each lot.~~
3. The Owner agrees that prior to the issuance of a Building Permit; the Purchaser will be required to pay Development Charges.
4. The Owner agrees to provide at its own expense centralized mail delivery sites suitable to Canada Post Corporation.
5. That the Subdivision Agreement between the Owner and the City contained a Special Provision with wording acceptable to the City of North Bay to ensure that:
 - i. All residential buildings located above the 25 NEF contour for the City of North Bay Jack Garland Airport shall conform to the appropriate acoustic design criteria;
 - ii. The Owner must undertake to inform, in writing, all prospective tenants or purchasers of the residential units that the Land's in question is in an area where possible noise problems may exist or develop;
 - iii. The Owner shall be required to provide detailed specifications for noise attenuation related to the development.