

SUBDIVISION PRE-SERVICING AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2022

BETWEEN:

CLIFTONDALE CONSTRUCTION CO. LTD.
(hereinafter called the "Owner")

- and -

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN
(hereinafter called the "Township")

WHEREAS the Owner is the registered owner of lands described in Schedule "A" (the "Lands");

AND WHEREAS on November 24th, 2020 the United Counties of Prescott and Russell approved a Revised Draft Plan of Subdivision 050-S-09-004;

AND WHEREAS the Owner desires to commence the installation, construction and provision of certain works on the Lands within the subdivision prior to the execution of a Subdivision Agreement with the Township, as such works are more particularly set out in Schedule "B" (the "Works");

AND WHEREAS this Agreement shall be registered on title to the Lands;

AND WHEREAS the parties to this Agreement declare that the recitals herein are true.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto the parties hereto hereby covenant, promise and agree with each other as follows:

1. Permission to Construct

The Township grants permission to the Owner to commence construction and installation of the Works, as more particularly set out in Schedule "B", on the Lands in advance of the execution of the Subdivision Agreement between the Owner and the Municipality.

2. Construction of Works

The Owner covenants and agrees to:

- (a) retain a professional consulting engineer experienced in the municipal engineering field, satisfactory to the Township acting reasonably who will carry out all necessary engineering requirements associated with the construction and installation of the Works;
- (b) construct and install the Works in a good and workmanlike manner to the satisfaction of the Township in accordance with all of the Township's standards and practices along with all statutes and regulations applicable to the Works and only in accordance with the approved plans for the Works;
- (c) not undertake any construction or installation of the Works beyond the hours of 6 p.m. daily, nor before the hours of 7 a.m. daily or such other dates and times as may be established by the Municipality from time to time;
- (d) The Township Engineer or designate shall have the right at all times to inspect the installation of Works. If at any time the Township Engineer or designate is of the opinion that Works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the work until it has been placed in satisfactory condition. All of the testing and inspections referred to in this Agreement to be carried out by the Township Engineer or the Township shall be carried out at the Owner's expense.

3. Owner's Acknowledgments

Owner acknowledges and agrees that:

- (a) it is being given permission to commence construction and installation of the Works prior to the execution of the Subdivision Agreement and that any work it undertakes in furtherance thereof will be at its sole and absolute risk;
- (b) it will be bound by the terms and conditions of the Subdivision Agreement and that nothing contained in this Agreement or in the Township's grant of permission to proceed with the installation and construction of the Works will restrict the Township from imposing any of its standard conditions and requirements pertaining to the installation of public works or from enforcing its authority to require the Owner to fully comply with all applicable conditions of approval of the plan of subdivision;
- (c) it may be required, at its sole cost and expense to modify, alter, relocate and reconstruct certain of the Works based on the final drawings and plans approved by the Township;
- (d) it will comply with every direction issued or given by the Township during the course of pre-servicing, including but not limited to the cessation of work, the installation or carrying out of additional works, rectification of deficiencies, the phasing of Works construction and installation or any other matter the Township deems to be in the interest of the proper development of the Lands and surrounding areas;
- (e) it is not being given any permission to carry out any Works or to enter upon any lands not owned by it, except for lands owned by the Township (where the Township has consented to such works or entry in writing), without the written consent of the owner and that such consent shall be filed with the Township;
- (f) it shall not connect any Works to any public services on any municipal right-of-way unless the Township has consented to such works or entry in writing or otherwise;
- (g) the Township shall be under no obligation whatsoever to complete all or any portion of the Works if the Owner fails to complete them but that, notwithstanding the foregoing, the Township shall, at its sole and absolute discretion, be entitled to enter onto the Lands and complete any Works or portion of the Works and to take any action it deems necessary to safeguard the health and safety of its residents all at the Owner's expense.

4. Inspection and Right of Entry

The Owner covenants and agrees that the Township and any of its employees or agents may enter onto the Lands at any time in order to make all necessary inspections and to correct any deficiencies or remedy any other defects arising from or relating to the construction and installation of the Works.

5. Compliance with All Laws and Regulations

The Owner covenants and agrees to comply with all federal, provincial and municipal laws, rules, by-laws, directions, orders and regulations in constructing, installing or otherwise providing the Works.

6. Insurance

Prior to the registration and the execution of this Agreement, the Owner shall purchase and maintain insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to the Township and continue to maintain such insurance until an Assumption By-law has been passed by the Township. The Owner shall provide a Certificate of Insurance to the Township evidencing the insurance coverage required by the Owner and hereafter annually on the insurance renewal date.

The issuance of such insurance policy or policies shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the Township's insurer and, without limiting the generality of the foregoing, shall provide:

- (a) Comprehensive General Liability insurance applying to all operations of the Owner subject to the limits of not less than five million dollars (\$5,000,000) for any single occurrence which shall include coverage for personal injury, including death, broad form property damage, products and completed operations liability, owner's and contractors liability, blanket contractual liability, contingent employer's liability, employer's liability, non-owned automobile liability including SEF 94 & SEF 96 and shall include cross liability and severability of interest clauses and hostile fire.
- (b) Where the Description of the Project, Supply or Work involves the use of explosives for blasting or vibration from pile driving or caisson work; the removal or weakening of support of such property, building or land, whether such support be natural or otherwise, Explosion, Collapse or Underground (XCU) coverage's must be added by endorsement.
- (c) The municipality shall be added as an additional insured to the above policies.
- (d) Automobile Liability insurance covering third party property damage and bodily injury, including accident benefits as may be required by Applicable Laws arising out of any licensed vehicle owned or leased by Owner or sub trade in connection with this agreement with an inclusive limit of liability of two million dollars (\$5,000,000).
- (e) Should the work involve professional design, Professional Liability Insurance in the amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the Professional at the Professional's sole expense.
- (f) At the discretion of the Township the Owner may be required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Township. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.
- (g) That the insurance premium for the insurance required herein has been prepaid for a period of not less than one (1) year;
- (h) That the insurance policy will provide that it is not cancellable unless prior notice by registered mail has been received by the Township from the insurer not less than thirty (30) days prior to the cancellation date;
- (i) All parties agree to immediately notify the other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the works carried out as part of this Pre-Servicing Agreement.

7. Indemnification and Release

The Owner shall defend, indemnify and save harmless the Township its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, cause of action, losses, expenses, fines, costs (including legal costs on a full indemnity basis), interest or damage of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out disruption of service, arising out of or allegedly attributable to the negligence,

acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Owner, its directors, officers, employees, agents, contractors and subcontractors, or any of the them, in conjunction with or any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner in accordance with this Agreement and shall survive this Agreement.

The Owner agrees to defend, save harmless the Township from and against all claims of any nature, action, causes of action, losses, expenses, fines, costs (including legal costs on a full indemnity basis), interest or damages of every nature, actions, cause of action, losses, expenses, fine, costs (including legal costs on a full indemnity basis), interest or damages or every nature and kind whatsoever arising out of or related to the Owners status with Workplace Safety and Insurance Board (WSIB). This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Owner or its agent in accordance with this Agreement and shall survive this Agreement.

8. Security

In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Township, upon execution of this Agreement, security in the amount of **\$79,012.50** in accordance with the estimated costs of the Works set out in Schedule "C".

The security shall be in a form approved by the Township. The Owner acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement or to pay the cost of any matter for which the Owner is liable as a result of the Works or this Agreement whether such costs are in relation to construction or installation of any works or service or any defects or required maintenance and the Owner fails to comply within Fifteen (15) days written notice with a direction to carry out such work or matter, the Township may draw on the security, in whole or in part, and enter onto the Lands and complete all outstanding Works or associated matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. The Owner acknowledges that the Township reserves the right to draw on the security to complete any Works or associated matters required to be done by the Owner pursuant to this Agreement.

The Township may at the sole expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Township may authorize the use of any or all of the cash or letters of credit deposited with the Township pursuant to this provision, to pay for the cost to the Township of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Township plus twenty-five percent (25 %) of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of a deposit held by the Township shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 446 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended.

Wherever security is required to be filed with the Township, the Owner may deposit cash or a certified cheque to be cashed or an irrevocable letter of credit (in a form approved by the Township at its sole discretion) in an amount equal to the total security required and such deposit shall be held by the Township as security in accordance with this Agreement provided that no interest shall be payable on any such deposit. The Owner acknowledges that upon the transfer of ownership of any of the subject lands, the Township will not return any security required under this Agreement until the new Owner(s) files substitute security in the required amounts.

On final acceptance of the said Works by the Township Engineer the Owner may be entitled to have released to it by the Township all deposits then held by the Township, at the discretion of the Township and subject to the terms of the Subdivision Agreement. Partial deposits may be released, in whole or in part, at the discretion of the Township.

At the time the Subdivision Agreement is registered it is agreed that the letter of credit or other securities held under this Agreement will be included in the calculation of total securities required.

9. Withdrawal of Permission

The Owner acknowledges and agrees that the Township is and shall be entitled to withdraw its permission granted herein for the installation and construction of the Works if it is determined, in the sole and absolute discretion of the Township, that such withdrawal is in the best interests of the Township. Upon notification of such withdrawal of permission, the Owner covenants and agrees to immediately cease any further construction, installation or other work in respect of the Works. The Owner acknowledges that it shall have no claim against the Township if it exercises its right to withdraw the permission granted under this Agreement and it specifically waives and disclaims its rights to make any claim in connection therewith.

10. Transfer of the Lands and Construction of Dwellings

The Owner covenants and agrees that in the event it transfers or conveys the Lands to a third party prior to the execution of the Subdivision Agreement, that it shall, prior to completing the transfer, provide the Township with an executed agreement from the third party in a form satisfactory to the Township in its sole discretion whereby the third party agrees to complete assumption of the terms of this Agreement and to be bound by this Agreement as if it had been the original signatory. Further, the Owner covenants and agrees that construction of the individual residential dwelling units shall not be commenced until the Plan of Subdivision and the Subdivision Agreement with the Township has been registered on title to the Lands and all necessary authorizations and permits have been received.

11. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, and may be delivered in person, sent by recognized national courier service requiring a signature for delivery, by pre-paid registered mail, or by email. All notices, demands and requests required or permitted to be given may be given by delivering the same:

to the Owner at:

Clifftondale Construction Co. Ltd. c/o Dale Clare
270 County Road 20, Vankleek Hill, ON, K0B 1R0

to the Township at:

The Corporation of the Township of Champlain
Address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario K0B 1R0

Any notice, demand or request, if delivered shall be deemed to have been given or made on the day on which it was delivered if delivered prior to 5:00 p.m. on a business day. Otherwise, such notice shall be deemed to be given or made on the next business day. The Parties may change their addresses for service from time to time by giving notice in accordance with the foregoing.

12. Termination of Agreement

If the Works proposed to be installed or constructed pursuant to this Agreement are not commenced or a Subdivision Agreement relating to the Lands has not been executed between the Owner and the Township within two (2) years from the date of execution of this Agreement, the Township may, at its option and on One Hundred and Twenty (120) days written notice to the Owner (which notice may be given prior to the expiry of 24 months from the date of this Agreement) in accordance with Section 11, declare this Agreement to be null and void and of no further effect.

13. Registration of Agreement

The Owner covenants and agrees that this Agreement and any schedules attached hereto shall be registered upon title to the Lands at the request of the Township and at its sole and absolute discretion.

The Owner further covenants and agrees to pay all costs (including the costs of the Township) associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendment thereto. Where requested by the Township, the Owner shall arrange to have such registration performed by its solicitors with confirmation of registration to be provided in writing to the Township.

14. No Fettering of Discretion

Notwithstanding any other provision of this Agreement, the Owner expressly acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter the discretion of the Township and its Council in the exercise of any of its discretionary power, duties or authorities, including without limitation, the authority to approve, approve with conditions or deny draft plan approval of the application for approval of a draft plan of subdivision filed by the Owner.

The Owner expressly acknowledges and agrees that it will not obtain any advantageous planning or other consideration or treatment, including approval of a draft plan of subdivision for the Lands, by virtue of it having entered into this Agreement.

15. Applicable Laws

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

16. Successors and Assigns

It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Lands.

IT IS HEREBY DECLARED THAT this Agreement and the covenants, provisions, conditions and schedules herein contained shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

Dated at _____, this _____ day of _____ 2022

**SIGNED, SEALED AND
DELIVERED**

)
)
) Per: _____
) Name: Dale Clare
) Title: Clifftondale Construction Co. Ltd.
) I have authority to bind the corporation
)
) **THE CORPORATION OF THE**
) **TOWNSHIP OF CHAMPLAIN**
)
)
) Per: _____
) Name : Norman Riopel
) Title : Mayor
)
)
) Per: _____
) Name : Alison Collard
) Title : Clerk

SCHEDULE "A"
DESCRIPTION OF LANDS

LOTS 99, 100, 101, 102, 103, 104 & 105 S/S MILL ST PLAN 35, PT LT 115 W/S RDAL
BTN LT 6 AND LT 7 PL 35 AND PT LT 7 CON 6 WEST HAWKESBURY, PART 1 PLAN
46R7541; TOWNSHIP OF CHAMPLAIN

LOTS 40, 50, 51, 52 & 53 S/S MAIN ST. PLAN 35, LOTS 41, 42, 43, 44, 45, 46, 47, 48 &
49 W/S STERLING ST. PLAN 35, LOTS 54, 56, 58, 60, 62, 64, 66, 68 & 70 E/S STERLING
ST. PLAN 35, LOTS 55, 57, 59, 61, 63, 65, 67, 69 & 71 W/S VICTORIA ST. PLAN 35,
PART OF STERLING STREET & VICTORIA ST. PLAN 35, CLOSED BY BYLAW R64627,
PART 2 PLAN 46R7541; TOWNSHIP OF CHAMPLAIN

SCHEDULE "B"
WORKS TO BE CONSTRUCTED

**WORKS TO BE CONSTRUCTED WITHIN AREAS DESIGNATED AS CLIFTONDALE
SUBDIVISION**

- a. Public streets (Lorrie and Hibbard), consisting of granular B in accordance with approved Drawings;
- b. Drainage works, pond and storm sewers constructed in accordance with approved Drawings;
- c. Watermains, including lateral connections constructed in accordance with approved Drawings;
- d. Sanitary sewers constructed in accordance with approved Drawings;

DRAWINGS

(Revision 2; signed, stamped and dated January 2022)

- PH-1 GENERAL PHASING PLAN
- NL-1 GENERAL NOTES & LEGEND
- ES-1 EROSION & SEDIMENT CONTROL PLAN
- GR-1 GRADING & DRAINAGE PLAN
- GS-1 GENERAL SERVICING PLAN
- GS-2 SERVICING TABLES
- PES-1 PHASE END SERVICING DETAIL
- SWM-1 STORM WATERSHED PLAN PRE-DEVELOPMENT
- SWM-2 STORM WATERSHED PLAN POST-DEVELOPMENT
- SWM-3 STORM WATER OUTLET PLAN
- SAN-1 SANITARY SEWERSHED PLAN
- PP-1 LORRIE LANE PLAN AND PROFILE STA. 0+000 TO 0+231
- PP-2 CLARE CIRCLE PLAN AND PROFILE STA. 1+000 TO 1+150
- PP-3 HIBBARD STREET PLAN AND PROFILE STA. 1+140 TO 1+324
- PP-4 REAR YARD CATCHBASIN PLAN AND PROFILES
- DT-1 DETAIL PLAN
- DT-2 DETAIL PLAN
- DT-3 DETAIL PLAN
- DT-4 DETAIL PLAN
- CUP-1 COMPOSITE UTILITY PLAN (NOT INCLUDED)
- LP-1 LIGHTING PLAN (NOT INCLUDED)
- STORMWATER MANAGEMENT FACILITY (PREPARED BY ADS CANADA)

Copy of Site Servicing & Stormwater Management Report – Cliftondale Subdivision prepared by Lascelles Engineering & Associates Limited, signed, stamped and dated January 2022. The original copy of the report can be viewed at the Corporation of the Township of Champlain at the following address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0.

SCHEDULE "C"

ESTIMATED COSTS OF WORKS

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Engineer's Opinion of Cost - Security Deposit					
			Project: Clifftondale Subdivision Project Number: 190115 Location: Vankleek Hill, Ontario Prepared By: Benoit Serrurier 2022-02-24		
SWM					
Section 1 - Roads					
1.01	Granular 'A' for Access Road	t.	208.22	\$16.00	\$3,331.52
1.02	Granular 'B' Type II for Access Road	t.	451.89	\$14.50	\$6,552.41
1.03	Earth Excavation Cut	m ³	3.07	\$9.50	\$29.17
1.04	Earth Excavation Fill - Native	m ³	1243.04	\$5.00	\$6,215.20
1.05	Earth Excavation Fill - Imported	m ³	979.49	\$21.00	\$20,569.29
1.06	Armour Stone Blocks	ea.	14.00	\$130.00	\$1,820.00
1.07	Locking Gate per City of Ottawa Details F10	ea.	2.00	\$1,275.00	\$2,550.00
1.08	75mm Topsoil & Seed for Access Path	m ²	609.97	\$8.50	\$5,184.75
1.09	75mm Topsoil & Boulevard & SWM Pond	m ²	2098.90	\$8.50	\$17,840.65
1.17	Asphalt Reinstatement on Main Street East	t.	7.44	\$850.00	\$6,324.00
Section 2 - Sewers & Watermain					
2.05	ST - 375mm dia. ADS Nyloplast	ea.	8.00	\$1,950.00	\$15,600.00
2.06	ST - 750mm dia. ADS Nyloplast	ea.	3.00	\$4,000.00	\$12,000.00
2.08	ST - 1500mm Manhole	ea.	1.00	\$12,750.00	\$12,750.00
2.09	ST - 1800mm Manhole	ea.	1.00	\$29,750.00	\$29,750.00
2.18	ST - 600mm 320 kPa HDPE Sewer	m	73.63	\$340.00	\$25,034.20
2.19	ST - 675mm CONC. Sewer	m	39.02	\$370.00	\$14,437.40
2.20	ST - 300mm 320 kPa HDPE Culvert	m	6.23	\$190.00	\$1,183.70
2.21	ST - 450mm 320 kPa HDPE Culvert	m	7.94	\$200.00	\$1,588.00
2.23	ST - CCTV	m	126.82	\$9.50	\$1,204.79
2.24	ST - Stormtech SC-310 System	LS	1.00	\$153,000.00	\$153,000.00
2.24	ST - Stormtech SC-740 System	LS	1.00	\$59,500.00	\$59,500.00
2.33	19mm Clear Stone	t.	1281.00	\$25.50	\$32,665.50
2.34	R10 Rip Rap	m ²	14.05	\$42.50	\$597.13
2.28	Catchbasin Removal	ea.	1.00	\$425.00	\$425.00
2.29	Storm Sewer Removal - Various Sizes	m	32.93	\$65.00	\$2,140.45
Sub-Total					\$429,727.69
Section 4 - Soft Costs					
4.01	Engineering, Consultants, Application & Review Fees, Legal, Survey, Etc.	LS	1.00	\$42,972.77	\$42,972.77
Total					\$472,700.46

SCHEDULE "C"

ESTIMATED COSTS OF WORKS

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Engineer's Opinion of Cost - Security Deposit					
		Project: Clifftondale Subdivision Project Number: 190115 Location: Vankleek Hill, Ontario Prepared By: Benoit Serrurier 2022-02-24			
Phase 1					
Section 1 - Roads					
1.01	Street Signs & Line Painting	LS	1.00	\$2,100.00	\$2,100.00
1.02	Concrete Mountable Curb	m	641.16	\$85.00	\$54,498.60
1.03	Iron Adjustments	ea.	31.00	\$385.00	\$11,935.00
1.04	HL3 (PG58-34) Surface Course	t.	262.77	\$95.00	\$24,963.15
1.05	HL8 (PG58-34) Base Course	t.	328.47	\$95.00	\$31,204.65
1.06	Granular 'A' for Road Base	t.	1101.67	\$16.00	\$17,626.72
1.07	Granular 'B' Type II for Road Subbase	t.	2937.79	\$14.50	\$42,597.96
1.08	HL3 (PG58-34) Surface Course for Pedestrian Path	t.	13.50	\$250.00	\$3,375.00
1.09	Granular 'A' for Pedestrian Path	t.	41.75	\$16.00	\$668.00
1.10	Granular 'B' Type II for Pedestrian Path	t.	99.09	\$14.50	\$1,436.81
1.11	Earth Excavation Cut	m ³	13.74	\$9.50	\$130.53
1.12	Earth Excavation Fill - Native	m ³	4880.40	\$5.00	\$24,402.00
1.13	Earth Excavation Fill - Imported	m ³	4180.63	\$20.00	\$83,612.60
1.14	Erosion & Sediment Control	m	436.91	\$6.00	\$2,621.46
1.15	Mud Mat	ea.	1.00	\$425.00	\$425.00
1.16	Straw Bale	ea.	2.00	\$125.00	\$250.00
1.18	75mm Topsoil & Seed - Boulevard	m ²	3956.78	\$8.50	\$33,632.63
1.19	Asphalt Stripping - Hibbard Street	m ²	808.00	\$5.50	\$4,444.00
Section 2 - Sewers & Watermain					
2.01	ST - 600x600 Catchbasin	ea.	9.00	\$2,150.00	\$19,350.00
2.02	Catchbasin ICD	ea.	4.00	\$250.00	\$1,000.00
2.03	ST - HDPE RYCB	ea.	3.00	\$850.00	\$2,550.00
2.04	ST - 450mm dia. HDPE Cleanout	ea.	2.00	\$1,275.00	\$2,550.00
2.05	ST - 1200mm Manhole	ea.	8.00	\$5,950.00	\$47,600.00
2.06	ST - 1200mm Catchbasin Manhole	ea.	1.00	\$5,950.00	\$5,950.00
2.07	ST - 100mm PE Subdrain	m	89.08	\$65.00	\$5,790.20
2.08	ST - 150mm PE Subdrain	m	684.57	\$85.00	\$58,188.45
2.09	ST - 200mm PVC DR-35 Sewer	m	158.27	\$170.00	\$26,905.90
2.10	ST - 250mm PVC DR-35 Sewer	m	17.50	\$215.00	\$3,762.50
2.11	ST - 300mm PVC DR-35 Sewer	m	282.13	\$250.00	\$70,532.50
2.12	ST - 375mm PVC DR-35 Sewer	m	59.99	\$275.00	\$16,497.25
2.13	ST - 525mm CONC. Sewer	m	7.30	\$340.00	\$2,482.00
2.14	ST - 600mm 320 kPa HDPE Culvert	m	18.00	\$340.00	\$6,120.00
2.15	ST - CCTV	m	543.19	\$9.50	\$5,160.31
2.16	SA - 1200mm Manhole	ea.	7.00	\$5,950.00	\$41,650.00
2.17	SA - 200mm PVC DR-35 Sewer	m	237.06	\$170.00	\$40,300.20
2.18	SA - CCTV	m	237.06	\$9.50	\$2,252.07
2.19	WM - 150mm PVC DR-18 Watermain	m	128.56	\$215.00	\$27,640.40
2.20	WM - 200mm PVC DR-18 Watermain	m	183.75	\$235.00	\$43,181.25
2.21	WM - 150mm V&VB	ea.	4.00	\$1,500.00	\$6,000.00
2.22	WM - 200mm V&VB	ea.	1.00	\$1,700.00	\$0.00
2.23	WM - Hydrant, V&VB and Lead	ea.	2.00	\$7,250.00	\$14,500.00
2.24	WM - Watermain Testing	LS	1.00	\$2,500.00	\$2,500.00

SCHEDULE "C"

ESTIMATED COSTS OF WORKS

Item No.	Description	Unit	Quantity	Unit Price	Total Price
2.25	WM - Connection to Existing	LS	1.00	\$4,250.00	\$4,250.00
2.34	R10 Rip Rap	m ²	21.79	\$42.50	\$926.08
2.26	Lateral Services (19mm WM, 100mm ST, 125mm SA)	ea.	23.00	\$3,200.00	\$73,600.00
2.27	Lateral Services (200mm WM, 150mm SA)	ea.	1.00	\$8,500.00	\$8,500.00
Section 3 - Utilities					
3.01	Utilities	ea.	24.00	\$5,300.00	\$127,200.00
Total					\$1,006,863.20
Section 4 - Soft Costs					
4.01	Engineering, Consultants, Application & Review Fees, Legal, Survey, Etc.	LS	1.00	\$100,686.32	\$100,686.32
Total					\$1,107,549.52



Engineer's Opinion of Cost - Security Deposit

Project: Clifftondale Subdivision
Project Number: 190115
Location: Vankleek Hill, Ontario
Prepared By: Benoit Serrurier
2022-02-24

SCHEDULE "D"

FORM OF LETTER OF CREDIT

The Corporation of the Township of Champlain
948 Pleasant Corner Road East
Vankleek Hill, Ontario K0B 1R0
Fax number: 613-678-3363

RE: Guarantee No.:
Amount \$
Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, The Corporation of the Township of Champlain (the "Corporation"), of a total amount of \$ _____

This guarantee is issued in connection with the performance by _____ (the "Customer") of all the terms of a Pre-Servicing Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either: (i) Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or
(ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

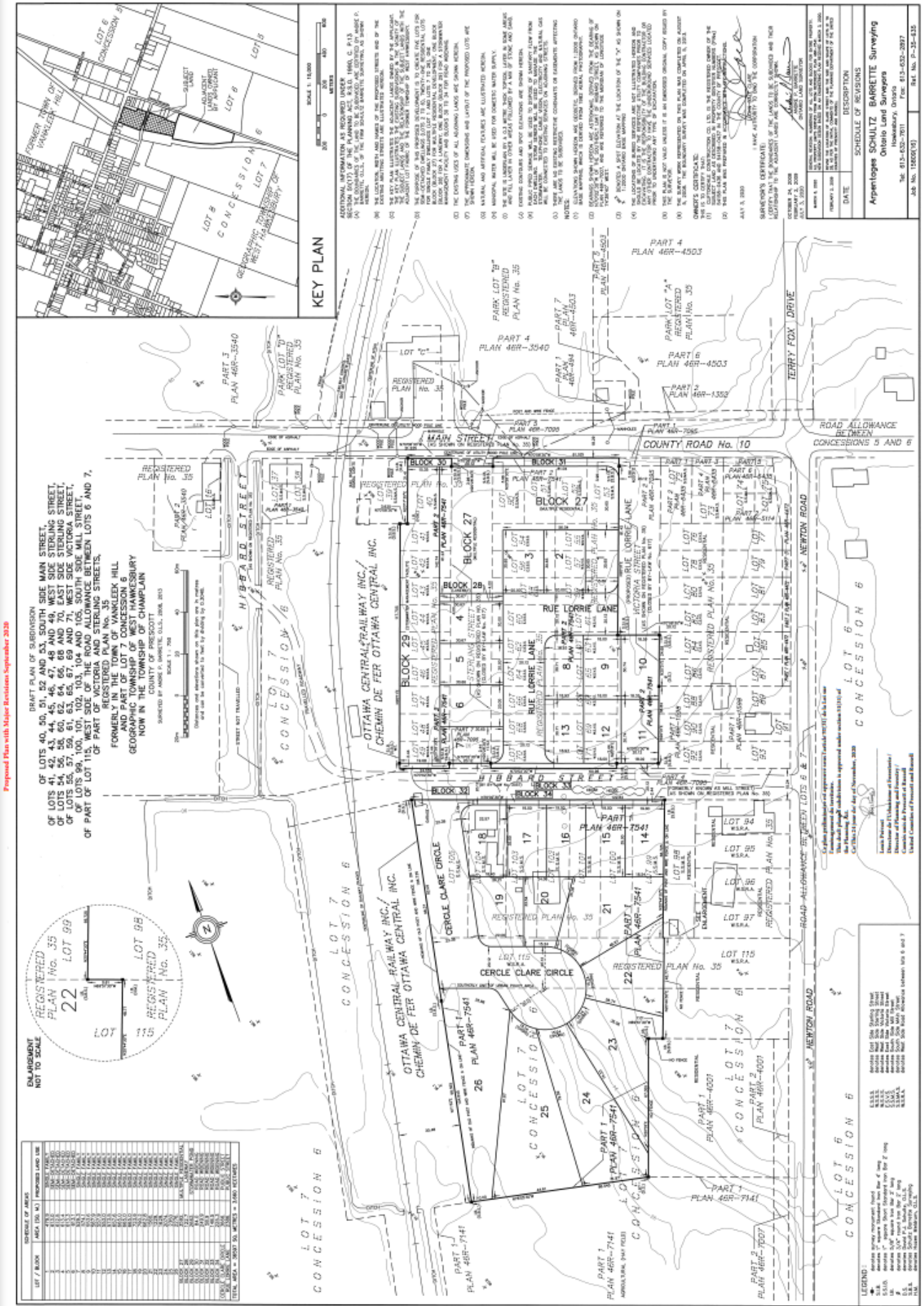
The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has been paid to you of the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives sixty (60) days notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the work has been completed. The amount by which this letter of credit shall be reduced, shall be one-half (1/2) of the value of the work done and materials supplied as certified in writing by the Corporation.

Yours truly,
(Authorized Signature)

SCHEDULE "F"

PLAN OF SUBDIVISION



Proposed Plan with Major Revisions September 2020

SCHEDULE OF LOTS table with columns for LOT / BLOCK and AREA (SQ. FT.)



Additional text describing the subdivision, including street names and lot numbers.

KEY PLAN

LEGEND table with symbols for various features like existing structures and easements.

CONDITIONS table with numbered items (1-15) detailing registration requirements.

Notes and signatures at the bottom right of the plan.

SCHEDULE 'G'

CONSENT OF MORTGAGEE / CHARGE

IN THE MATTER OF a Site Plan Agreement for the lands described in Schedule "A" attached hereto, the Mortgagee/ Chargee, _____, under a Mortgage/Charge registered as Instrument Number _____, hereby consents to the terms of the attached Site Plan Agreement dated on the ___ day of _____, 2022 between _____, the Township of Champlain and covenants and agrees that in the event that the lands hereinbefore vest in the said Mortgagee/ Chargee, the said Mortgagee /Chargee shall be required to comply with the terms herein to the same extent as if it had been the Owner.

IN WITNESS WHEREOF the Mortgagee/ Chargee has hereunto affixed its hands and seals this _____ day of _____ 2022.

WITNESS:

Per: _____

Per: _____