

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO. 4565-12

Niagara-on-the-Green, Phase 3

**A BY-LAW TO AUTHORIZE A PRE-SERVICING AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-
ON-THE-LAKE AND NIAGARA-ON-THE-GREEN PROPERTIES
INC. AND ROYAL BANK CANADA**

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE as follows:**

1. THAT the agreement dated the 25th day of June, 2012 between the Corporation of the Town of Niagara-on-the-Lake and Niagara-on-the-Green Properties Inc. and the Royal Bank Canada be and the same is hereby approved.

2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal thereto.

3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 25TH DAY
OF JUNE, 2012.**

LORD MAYOR DAVE EKE

TOWN CLERK HOLLY DOWD

THIS INDENTURE made in triplicate this 25th day of June, 2012.

BETWEEN:

**THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE**
(hereinafter called the 'Town')

OF THE FIRST PART,

-and-

NIAGARA-ON-THE-GREEN PROPERTIES
(hereinafter called the 'Owners')

OF THE SECOND PART,

-and-

ROYAL BANK CANADA
(hereinafter called the 'Mortgagee')

OF THE THIRD PART,

WHEREAS the Owners purport to be the Owners of the lands in the Town of Niagara-on-the-Lake described in Schedule 'A' attached hereto and have applied, or propose to apply to the Town of Niagara-on-the-Lake for approval of a pre-servicing agreement for the purpose of registering the same in the Land Titles Office for Niagara North;

AND WHEREAS the Town permits the Owners, before final approval of the subdivider's agreement, to construct and install primary services in accordance with the provisions herein contained.

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

1. DEFINITIONS

In this Agreement:

- 1.1 'Certificate of Completion of Primary, (Secondary), (Tertiary)' means the certificate for primary, (secondary), (tertiary) services issued by the Director of Public Works, acting reasonably, upon being satisfied that the primary, (secondary), (tertiary) services have been completed.

- 1.2 'Final Certificate of Approval' means the certificate issued by the Director of Public Works, acting reasonably, upon being satisfied with the completion of the primary, secondary and tertiary services and the completion of all maintenance required during the one (1) year maintenance periods provided for herein.
- 1.3 'Inspector' means the Inspector appointed by the Town of Niagara-on-the-Lake for the subdivision and provides inspection services on behalf of the Town.
- 1.4 'Primary Services' means road signs, hydro wiring, street lighting, sidewalks (where required as primary services in Schedule 'C'), watermains, sewers, both sanitary and storm, and any pumping station, catch basins or other appurtenances, and the base road including base asphalt, curbs and gutters, telephone, lot pre-grading and, where applicable, gas mains and cable T.V.
- 1.5 'Secondary Services' means top coat of asphalt and any services not included in 'Primary' or 'Tertiary Services'.
- 1.6 'Tertiary Services' means those services or lot improvements that must be carried out as the buildings on each individual lot are completed and including tree planting, curb cut, driveway paving on the road allowance, final lot grading and sodding of boulevards and connection of utilities and meters.
- 1.7 'Surveyor' means an Ontario Land Surveyor.
- 1.8 'Final Plan' means a Plan prepared at the request of the owner and submitted to the approval authority as a Final Plan suitable for registration. Upon registration the registered plan shall be the final plan for the purposes of this agreement.

2. PRECONDITIONS TO THE SIGNATURE OF THE AGREEMENT BY THE TOWN

- 2.1 The Owner shall:
 - (a) Pay all arrears of taxes and all taxes for the current year in respect to the property described in Schedule 'A',
 - (b) Commute and pay all local improvement charges and charges in accordance with the *Municipal Act* R.S.O. 2001, the *Tile Drainage Act* or any other special levy or charge against the property, save and except development charges,
 - (c) Submit Servicing Plans for approval and pay the Town the required fee for the preparation, approval, execution and registration of the Pre-Servicing Agreement.
 - (d) Prepare cost estimates for the construction of all Primary off-site and on-site services upon which the calculation for

inspections, letters of credit and security deposits shall be based,

- 2.2 The Owner shall comply with all conditions of the Pre-Servicing Agreement, which are hereby referentially incorporated.
- 2.3 The Town shall register this agreement against the title of all the lands and provide a registered copy to the Owner.

3. PRECONDITIONS FOR CONSTRUCTION OF SERVICES

Before any work is commenced:

- 3.1 The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise arising before the issuance of the Final Certificate of Approval and during the maintenance period, in connection with the work required to be done herein by the Owners, contractors, servants or agents.
- 3.2 The Owner shall supply the Town with a copy of All Perils and Liability Insurance in the amount of \$5,000,000 naming the Town as an additional insured, said policy shall specifically refer to all work to be undertaken by the Owner or its agents on public road allowances.
- 3.3 The Owner shall submit satisfactory evidence that the contractor is qualified, experienced and has the equipment to successfully complete the works.
- 3.4 The Owner shall employ a professional engineer, approved by the Director of Public Works, to carry out the engineering services required herein, to the Town's design criteria and standards. The plans and specifications shall be signed by the Director of Public Works.
- 3.5 The Owner's engineer shall:
 - (a) Design all the works covered by this Agreement and file with the Town a written undertaking:
 - (i) That he has been engaged by the Owners to supervise the work and will complete the work as required by this Agreement,
 - (ii) That the work will be done in accordance with the approved contract drawings and specifications and all other provisions of this Agreement, and,
 - (iii) That all phases of the work are subject to the approval of the Director of Public Works.
 - (b) Conduct such soil tests as may be required by the Director of Public Works.

- (c) Prepare a 'Stormwater Management Plan' and a 'General Grading Plan' for surface drainage of all lands in the plan of subdivision, the said plan to clearly indicate the existing drainage pattern on all adjacent lands and to provide for the direction of all surface drainage, including water from adjacent lands originally flowing through, into or over the area of the proposed subdivision, to the street storm sewer systems or any other outlet approved by the Director of Public Works
 - (d) From time to time provide the Town upon request with verification that the lot grading is in conformity with the General Grading Plan.
 - (e) Prepare plans, profiles and specifications for the said works using the following guidelines:
 - Title block 13 cm x 8 cm to be placed in lower right hand corner and shall indicate nature of work, location limits
 - A complete copy of design details and calculations of storm and sanitary sewer designs which shall be based on design formula provided by the Town,
 - Plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made,
 - Horizontal ties shall be made to the property lines,
 - Levels shall be to datum and all field surveys shall be tied into Geodetic bench marks.
 - As built construction plans on mylar sheets and electronic disc format (AutoCAD)
 - (f) Prepare applications to the necessary authorities and obtain approval for the works.
- 3.6 The Owner agrees that the Town at its discretion may retain the services of an independent Professional Engineer for the purposes of reviewing or approving or carrying out any of the work required pursuant to this Agreement, such engineer shall be paid out of and deducted from the monies held on deposit. Such fees shall be set in accordance with the Schedule of Fees for Consulting Engineer services recommended by the Association of Professional Engineers of Ontario as identified in Schedule 'C' attached.
- 3.7 The Regional Department of Public Works and the Town's Department of Public Works must review and approve the design of the watermain system, the sanitary sewer system and the stormwater management system to service this proposal. All

internal systems and connections are subject to the approval of the Director of Public Works.

- 3.8 The Owner shall deposit with the Town a cash amount to cover the estimated cost of plan review including the “General Grading Plan” and inspection by the Town in accordance with Sections 3.7 and 5.2, respectively as identified in Schedule “C” of this agreement attached hereto.
- 3.9 The Owner herein agrees to obtain the necessary Ministry of Environment Certificates of Approval for the servicing of the development subject to the satisfaction of the Town’s Department of Public Works. NOTE: Where a new stormwater outlet or detention/retention facility is proposed, the design of the facility should be submitted directly to the Ministry of the Environment and the Niagara Peninsula Conservation Authority for approval and the issuance of a Certificate of Approval.
- 3.10 The Owner acknowledges that approval of the lot grading and drainage plan is subject to obtaining written consent from the Seaway Management Corporation accepting surface drainage being directed from the subject lands (per Schedule A) onto Seaway-owned property. The Owner further acknowledges that failure to receiving such consent will necessitate revisions to the lot grading and drainage plan at the Owner's risk and expense.
- 3.11 The Owner agrees to submit to the Regional Planning and Development Department, the Niagara Peninsula Conservation Authority and the Town’s Public Works Department for review and approval a detailed stormwater management and site grading and drainage plan for the subdivision, completed in accordance the Ministry of the Environment documents entitled, Stormwater Management Practices, Planning and Design Manual, March 2003 and Stormwater Quality Guidelines for New Development, May 1991, endorsed by a qualified Professional Engineer.

Note: The Region may request the Niagara Peninsula Conservation Authority to review plans on the Region’s behalf and to submit comments to the Regional Planning and Development Department. The Regional Planning and Development Department is the clearance agency for this condition.

- 3.12 The Owner agrees to enter into a separate development agreement with Niagara-on-the-Lake Hydro for the provision of hydro services.
- 3.13 The Owner agrees to submit the detailed designs and drawings for the watermain system, the sanitary sewer system and the storm

water management system required to service this proposal to the Regional Public Works Department and the Town's Public Works Department for their review and approval.

- 3.14 The Owner agrees to provide, at its own expense, centralized mailboxes within the municipal road allowance, the locations to be subject to the approval of Canada Post and the Director of Community and Development Services, and the Director of Public Works.
- 3.15 Prior to any construction taking place within a Regional Road Allowance, a Regional Construction Encroachment and/or Entrance Permit must be obtained. Applications must be made through the Permits Section of the Transportation Services Division of the Public Works Department.
- 3.16 The Owner agrees that Survey Evidence adjacent to the Regional Road Allowance shall not be damaged or removed during the development of the subject lands. Further, the Owner shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the completion of the development.
- 3.17 The Owner agrees to install at its own expense street lights and street signage on Street A and Street B at a location and to a design subject to the approval of the Public Works Department in accordance with Schedule B attached.
- 3.18 The Owner agrees to submit a Landscaping Plan showing details of the landscaping materials, including street trees, to be provided and the landscaping plan shall be subject to the approval of the Director of Public Works and the Director of Parks and Recreation.
- 3.19 The Owner shall construct sidewalks on Street A on to Lots 15 to 21 inclusive, and Blocks 26, 27, 30 and 31 of a minimum width of 1.5 m.
- 3.20 The Owner shall enter into a separate agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed, the Owner shall advise the municipality of the arrangement made for such servicing.
- 3.21 The Owner shall post the letters of credit and cash deposits with the Town for the subdivision in accordance with Schedule "C" attached.
- 3.22 The Owner shall post of letters of credit or cash deposits with the Town for the subdivision to provide:

- (a) Security for the provision of the primary, secondary and tertiary services necessary for the subdivision in accordance with Schedule 'C' attached.

4. CONSTRUCTION OF SERVICES

- 4.1 The Owner agrees to construct, and to pay the entire cost of such construction and materials required for all of the works referred to in this Agreement and Schedules attached hereto, and in accordance with the conditions and specifications contained in such Schedule. All materials supplied shall be to the specifications and satisfaction of the Director of Public Works.
- 4.2 The Owner shall insure that all public roads in the vicinity of the development are kept clean of mud and debris from the proposed development and shall pay to the Town a deposit as indicated in Schedule 'C' attached.
- 4.3 The Owner shall be held responsible for the general tidy appearance of the subdivision until assumption by the Town and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the Town. The Owner shall adequately maintain all roads, sidewalks and pedestrian walks within the subdivision free from mud, debris, building materials or other obstructions to the satisfaction of the Town.
- 4.4 The Owner shall Pre-grade the subdivision such that all roads, lot corners, rear yard catch basins, swales, high points, and other features shown are in conformity with the 'General Grading Plan'.
- 4.5 The Owner shall construct at its expense the Primary Services for the proposed subdivision in accordance with the terms of Schedule 'B' attached hereto.
- 4.6 The Owner shall make satisfactory arrangements with Niagara-on-the-Lake Hydro, the telephone company, and where applicable, Canada Post, the gas company and cable television company for the installation of these utilities and similar arrangements with any other utility to be installed in the Subdivision.
- 4.7 All utility services provided with respect to lands within any urban boundary, as shown on the Town's Official Plan, shall be underground.
- 4.8 The owner shall ensure that water mains have passed applicable leakage and bacterial testing, sanitary sewer shall also be tested for infiltration and exfiltration. Sanitary and storm sewers shall be flushed and T.V. inspected, to the satisfaction of the Director of Public Works.

4.9 Upon completion of the Primary Services to the satisfaction of the Director of Public Works, he shall issue a certificate of completion of the Primary Services.

5. INSPECTION

5.1 The Owners engineer shall:

- (a) Supervise and inspect the construction of the works on an as-required basis, including the setting and checking of all lines and grades, quantity control, prior to, during and after construction,
- (b) Arrange for the inspection of works at all stages of construction so that 'as built' drawings can be prepared, and,
- (c) Arrange a pre-construction meeting and site meetings as required but at least once per month to which the Town shall be invited and for which the Town shall receive forthwith a copy of the minutes.

5.2 The Town's designated inspector will inspect the construction quality of all primary, secondary and tertiary services and provide as built measurements to the Owner's engineer.

6. CONDITIONS PRECEDENT TO THE ISSUANCE OF A BUILDING PERMIT

6.1 No Building Permit will be issued until the Subdivider's Agreement is executed and is registered on title, except that a Conditional Building Permit may be issued in accordance with the Ontario Building Code requirements and subject to Council approval.

7. CONDITIONS PRECEDENT TO THE ASSUMPTION OF PRIMARY SERVICES AND RELEASE OF SECURITY

7.1 The expiration of one year from the later of issuance of the Certificate of Completion of Primary Services or the issuance of the first non-conditional building permit.

7.2 The Owner at its own expense, pending assumption by the Town, repairing and maintaining to the satisfaction of the Director of Public Works, any works to the standards required by the plans and specifications.

7.3 Written application for the assumption is received by the Director of Public Works. The Town shall have thirty (30) days from the receipt of the request to carry out such inspections as it may consider necessary, and

7.4 The payment of all financial requirements herein that are then due.

Upon satisfaction of the foregoing conditions the deposit or letter of credit for Primary Services or the amount thereof remaining shall be returned to the Owner.

8. RESTRICTIVE COVENANTS

- 8.1 This Agreement shall be binding upon the Owners, their heirs, executors, administrators, assigns and successors in title and owners from time to time of the lands described in Schedule 'A' to this Agreement and any part or parts thereof and that the benefit of the same covenants shall enure to the Town, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule 'A'. In particular the 'General Lot Grading Plan' shall be maintained in perpetuity or at the discretion of Council.
- 8.2 It is agreed and understood that the Owner and the Town shall have the right to enter upon the lands described in Schedule 'A' from time to time to undertake any drainage works which may be deemed necessary by the Director of Public Works and or the Director of Community and Development Services in order to ensure compliance with the 'General Grading Plan'. In the event the Town finds it necessary to undertake any drainage works the cost of any such works performed by the Town shall be paid by the Owner upon demand. It is agreed and understood that should the Town find it necessary to enter upon the lands to undertake any drainage works that the Town shall proceed with reasonable care but shall not be responsible for the final restoration of any property including fences, gardens, landscaping, etc.
- 8.3 The Owner agrees that there shall be no open burning of waste construction materials unless specifically approved by the Town's Fire Department.
- 8.4 The Owner acknowledges that:
- (a) By proceeding with the construction of the services in advance of execution of the Subdivider's Agreement the Owner is doing so totally at its own risk, and the Owner's decision to do so is not based on any representation by the Town with respect to the terms of the Subdivider's Agreement which the Owner will be obliged to execute;
 - (b) By granting this permission, the Town makes no representation that the Owner is not required to comply fully with all applicable conditions of approval of the plan of subdivision, prior to receipt of final approval and tender for registration of the plan of subdivision;

- (c) This Agreement does not predetermine, prejudice or constrain the Town's jurisdiction with respect to the approval, rejection or imposition of conditions in relation to any development approvals that are now or that may, in future, be proposed for the property described in Schedule "A". Without limiting the generality of the foregoing, this agreement does not predetermine, prejudice or constrain the Town's jurisdiction with respect to the approval, rejection or imposition of conditions related to final approval of the draft plan of subdivision of the property described in Schedule "A".

9. DEFAULT

- 9.1 Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, the Town on forty-eight (48) hours notice to the Owner, or immediately in the event of an emergency, the Town may enter upon the lands and remedy such breach and charge the cost thereof to the Owner.

10. SCHEDULES

- 10.1 The provisions of all Schedules attached hereto shall form part of this Agreement.

11. ARBITRATION

- 11.1 If a dispute arises between the parties prior to notice of final default involving a material breach of covenant liability for any payment or other amounts claimed to be owing, by one party against the other, in substitution of any other remedy available to each party at law in equity or pursuant to this Agreement either party may submit the dispute to arbitration in the manner hereinafter set forth:
 - (a) The party seeking arbitration shall give the other party written notice of the issue to be arbitrated, and the relief of remedy desired.
 - (b) The party receiving the notice as above shall within three (3) working days thereof agree to the relief or remedy desired or failing such agreement and within the three (3) working day period, respond in writing by naming an Arbitrator.
 - (c) Within three (3) working days, the party seeking arbitration shall name its Arbitrator. Both Arbitrators shall choose a third Arbitrator within three (3) working days. If any one

party fails to appoint an Arbitrator in time, the arbitration shall be conducted by a single Arbitrator.

- (d) The hearing to take place within three (3) working days of the appointment of the third Arbitrator, or a single Arbitrator becoming empowered by Clause (c). The Arbitrators shall bring down their report within (10) working days of the hearing. The costs of arbitration shall be borne equally by the parties unless the Arbitrators specifically award costs to either party.
- (e) The award or decision of the Arbitrators shall be binding upon the parties hereto.

12. MORTGAGEES

- 12.1 The mortgagees hereby acknowledge the terms of this Agreement and agree that in the event it takes possession of the said lands, or the interest of the Owner is vested in it, it and anyone acquiring title under it shall be required to comply with the terms of this Agreement to the same extent as if they had been the original Owner.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule 'A' attached hereto.

ANY NOTICE GIVEN HEREUNDER SHALL BE SUFFICIENTLY GIVEN AND ADDRESSED TO THE OWNER AND MORTGAGEE BEING:

OWNERS:

NIAGARA-ON-THE-GREEN PROPERTIES INC.
111 CREDITSTONE ROAD,
CONCORD, ON L4K 1N3
FAX: 905-669-2049

MORTGAGEE:

PETER WELLER
ROYAL BANK CANADA
3300 HWY 7
SUITE 300
VAUGHAN ON
L4K 4M3

IN WITNESS WHEREOF the Owners have hereunder set their hand seal and Town has hereunto affixed its Corporate Seal under the hands of its Lord Mayor and Town Clerk.

SIGNED, SEALED AND
DELIVERED
in the presence:

**THE CORPORATION OF NIAGARA-
ON-THE-LAKE:**
Per:

LORD MAYOR DAVE EKE

TOWN CLERK HOLLY DOWD

OWNER (PRESIDENT):
Per:

I, **Dino DiCenzo**, have the authority to bind the corporation.

OWNER (SECRETARY):
Per:

I, **Galli Tiberini**, have the authority to bind the corporation.

MORTGAGEE:
Per:

I have the authority to bind the Corporation

SCHEDULE 'A' - LEGAL DESCRIPTION

Niagara-on-the-Green Phase 3, being designated as Blocks 86 & 87, Reference Plan 30M-364, Town of Niagara-on-the-Lake, Regional Municipality of Niagara.

PIN 464161557 (LT)

SCHEDULE 'B'

PRIMARY SERVICES

ROADS

All roads dedicated as public highways shall be constructed to urban design standards with the pavement width being 8.5 metres from curb face to curb face; a granular depth of 375 mm and 50 mm HL8 asphalt; and concrete curb and gutter of standard type O.P.S.D. 600.04; to the satisfaction of the Town and all in accordance with the engineering plans approved by the Department of Public Works.

The Owners shall maintain and repair temporary roadways until trench settlement has ceased and adequate compaction of the road sub-grade has taken place to permit commencement of permanent pavement construction. In the interest of public safety, all roads shall be kept clear of obstructions and storage of construction materials.

All manhole tops shall be originally set level with the base course of asphalt.

Emergency access for fire protection purposes, turning radii and dead end roadways shall comply with the requirements of the Ontario Building Code Section 3.2.5.6.

The Owners shall pay a cash deposit to erect street name signs and regulatory signs (e.g. stop signs; no exit signs, etc) to be installed by the Public Works Department.

ELECTRICAL

The electrical system, which consists of primary distribution, transformers, and secondary services shall be approved by Niagara-on-the-Lake Hydro. The Owners shall enter into a separate agreement with Hydro whereby the Owners agree to pay all necessary capital contributions towards the supply to the electrical system.

The street lighting system shall consist of the underground street light service wire, concrete or steel streetlight pole and lighting fixture. The street lighting system shall be designed by the Owner's contractor, all at the Owner's expense. Final design, street lighting materials and construction of the street lighting system shall be approved by the Public Works Department.

The street lights selected shall be high pressure sodium 100 watt with the design and quality to be approved by the Director of Public Works.

SANITARY SEWER

All sewers shall be installed in accordance with engineering plans approved by the Director of Public Works. The sanitary sewer system shall meet the design criteria of the Regional Municipality of Niagara and the Ministry of Environment and Energy for domestic waste.

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

PRIVATE DRAIN CONNECTIONS

The Owners shall construct separate sanitary connections (laterals) to each lot from the street sewer to the street line. The sanitary sewer lateral shall be a

minimum 125 mm diameter PVC pipe with proper waterproof plug fittings approved by the Director of Public Works.

The ends of sanitary sewer laterals shall be marked with a wooden stake.

STORM SEWER AND STORMWATER MANAGEMENT SYSTEM

All sewers shall be installed in accordance with Engineering Plans approved by Regional Planning and Development Department, the Niagara Peninsula Conservation Authority and the Director of Public Works. The storm sewer system shall meet the design criteria of the Regional Municipality of Niagara and the Ministry of Environment for storm water.

The storm sewer shall be designed to accommodate the runoff from the total catchment area and development drainage area, and all roof water, drainage from basement weeping tile and surface runoff from all roads and abutting properties. The rational method together with the Town's rainfall chart and runoff coefficients, shall be used to determine discharge capacity for a 5 year return storm.

Concrete storm sewer pipe, or other approved type shall be used, minimum pipe size for storm sewer shall be 300 mm diameter, except where otherwise specified by the Director of Public Works. Surface drainage shall be collected by means of catch basins as per the following detail. Maximum length of gutter flow 100 meters.

Storm laterals will not be provided for individual lots within the development. The sump pumps will discharge to the rear of the properties and at grade.

WATERMAINS

All watermains shall be installed in accordance with the Engineering Plans approved by the Director of Public Works. The watermain system shall meet the design criteria of the Regional Municipality of Niagara and Ministry of Environment. All alterations, relocations or connections to the existing water system will be the responsibility of the Owner and shall be approved by the Director of Public Works.

The Owners shall construct a complete watermain system or systems and all necessary appurtenances, including hydrants, cathodic protection and 19mm house water service connections from the watermain to the lot line. The design shall be as approved by the Director of Public Works and constructed in accordance with his specifications. All watermains shall be a 150 mm diameter or a sufficient size to service the subdivision and structures therein as described in Schedule 'A'.

Where hydrants have been installed but not yet functional or out of service they shall be clearly identified (bagged) to be not in service.

All hydrants shall be free of obstructions after being activated.

Hydrants 'style' shall comply with the requirements of the Department of Public Works.

SIDEWALKS (Primary)

The Owner agrees to make a deposit to insure any damaged sidewalk is properly repaired to the satisfaction of the Town's Public Works Department.

**SCHEDULE 'C' - SECURITY DEPOSITS AND
 REQUIRED PAYMENTS**

**THIS SCHEDULE IS TO BE COMPLETED PRIOR TO REGISTRATION OF
 THE PRE-SERVICING AGREEMENT.**

NIAGARA-ON-THE-GREEN PHASE 3 SUBDIVISION

Item	Reference	Subject	Est. Cost	FORM	
				L of C	Cash
Prior to Signature:					
1.	2.1(a)	Tax Arrears (Date)	NA		NA
2.	2.1(b)	Local Improvement Charges	NA		NA
3.	2.1(c)	Agreement Prep.			5,000
Totals:					
Preconditions of the Construction of Services:					
4.	3.22	Primary Services - 10%	1,390,864	139,086	
5.	3.22	Secondary Services - 100%	121,218	121,218	
6.	3.22	Tertiary Services -100%	11,998	11,998	
7.	5.2 & 3.8	Inspection	30,000		30,000
8.	3.8	Engineering Plan Review	10,500		10,500
9.		Signs	2,500		2,500
10.	4.2	Maintenance of Public Roads during construction	5,000		5,000
Total Letters of Credit & Cash:				272,302	53,000
Prior to Issuance of Building Permit					
		Lot Grading Deposit			

NOTE:

- Water Metering and Curb Cuts should be incorporated in the cost estimate for Primary Services.
- Separate Agreement with Niagara-on-the-Lake Hydro and other utilities (i.e. Canada Post) required.
- Estimates for the following items are required to be provided, but were not provided and are not included in the above securities:
 1. Primary
 - Street lighting
 - Sidewalks
 - Hydro and other utilities

2. Tertiary - Trees

* Estimate based on 49 working days.

** Deposit to keep Public Road Clear of mud and debris will be returned if not required.