

**Site Plan Agreement  
Parkhill Properties Corp.  
80 Meridian Way**

**Table of Contents**

| <u>Title</u>   | <u>Page #</u> |
|--|---------------|
| 1. Definitions.....                                      | 3             |
| 2. General Provisions.....                               | 4             |
| 3. Design & Supervision of Construction of Services..... | 5             |
| 4. Grading.....  | 7             |
| 5. Sanitary Sewer System.....                            | 7             |
| 6. Water Supply .....                                    | 7             |
| 7. Storm Sewer System.....                               | 8             |
| 8. Roads & Access .....                                  | 8             |
| 9. Landscaping & Trees .....                             | 8             |
| 10. Waste Collection .....                               | 9             |
| 11. Easements / Rights-of-Way .....                      | 9             |
| 12. Photometry .....                                     | 9             |
| 13. Parking, Curbing, Driveways & Sidewalks .....        | 9             |
| 14. Building & Services.....                             | 9             |
| 16. Administrative & Consulting Costs .....              | 10            |
| 17. Deposit for Facilities and Works .....               | 10            |
| 18. Default .....  | 11            |
| 19. Covenants .....                                      | 11            |
| 20. Registration .....                                   | 12            |
| 21. Obligation.....                                      | 12            |
| 22. Building Permit.....                                 | 12            |
| 23. Plans.....   | 12            |
| 24. Notices .....  | 12            |
| 25. Schedules .....                                      | 13            |
| 26. Binding Effect.....                                  | 13            |
| <br>Schedule A   |               |
| Schedule B   |               |
| Schedule C   |               |
| Schedule D   |               |
| Schedule E   |               |
| Schedule F   |               |
| Schedule G   |               |
| Legal Description.....                                   | 14            |
| Cost Estimates, Security Deposits & Cash Payments.....   | 15            |
| Site Plan.....   | 16            |
| Elevation & Ground Floor Plans.....                      | 17            |
| Site Servicing & Grading Plan.....                       | 19            |
| Landscape Plan.....                                      | 20            |
| Photometry Plan.....                                     | 23            |

THIS AGREEMENT made this 16<sup>th</sup> day of July, 2018 A.D.

BETWEEN:

**PARKHILL PROPERTIES CORP.**

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter called the "Town"

OF THE SECOND PART

**WHEREAS** the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

**AND WHEREAS** the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

**AND WHEREAS** the Owner is looking forward to develop the parcel to a residential use in accordance with Schedule 'C-G' attached hereto, being a Site Plan filed in the Town's offices;

**AND WHEREAS** the Town has agreed to permit the said construction subject to certain terms and conditions;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

**1. Definitions**

In this Agreement:

- (a) **Chief Building Official** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **Clerk** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **Council** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **Director of Community Planning & Development** shall mean the Director of Community Planning & Development of the Corporation of the Town of Pelham.
- (e) **Director of Corporate Services** shall mean the Director of Corporate Services of the Corporation of the Town of Pelham.
- (f) **Director of Public Works** shall mean the Director of Public Works of the

Corporation of the Town of Pelham.

- (g) **Facilities and Works** shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) **Lands** shall mean the lands described in Schedule 'A' attached hereto.
- (i) **Professional Engineer** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.
- (j) **Surveyor** shall mean an Ontario Land Surveyor registered in good standing with the Association of Ontario Land Surveyors.

## **2. General Provisions**

- (a) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.
- (b) The Owner agrees that 60% of the units will be deemed *affordable* under the Provincial Policy Statement definition of *affordable housing*.
- (c) Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved plans to make any payments or install, construct, or carry out any services or action, the provisions therefore contained herein shall be deemed to include the words, "at the sole expense of the Owner".
- (d) The Owner shall perform any and all construction and installation of works on the Lands and any off-site works in accordance with the terms and conditions contained herein and as shown on Schedule 'C-G' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (e) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedule 'C-G' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (f) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (g) The Owner shall keep all construction access routes free and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (h) During construction, the Owner shall ensure all construction related vehicles that are not carrying out the works are parked on the subject lands and are not parked within the municipal road allowance.
- (i) All delivery / construction trucks taking materials from the subject lands included within this Agreement shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on neighbouring properties or public roadways.

- (j) Should deeply buried archaeological remains / resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture & Sport and the Owner's archaeology consultant shall be notified immediately. In the event that human remains are encountered during construction, the Owner shall immediately notify the Police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services, the Ministry of Tourism, Culture & Sport and the Owner's archaeology consultant.
- (k) The Owner grants to the Town, its servants, agents, and assigns permission to enter upon the Lands for the purpose of inspection of any Facilities and Works referred to in this Agreement and for the purpose of the completion of any Facilities and Works in accordance with this Clause and this Agreement.
- (l) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance, or existence of any Facilities and Works done by the Owner, its contractors, servants or agents on the Lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required Facilities and Works in accordance with this clause and this Agreement.
- (m) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant, and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.
- (n) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the subject lands, then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the lands as a development or part thereof unless and until a new Agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (o) Any lands required to be conveyed by the Owner in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Owner shall complete all services for the lands in accordance with the terms of this Agreement.
- (p) Notwithstanding the provisions of this Agreement, the Owner shall be subject to all of the Town's By-laws and all Provincial and Federal government statutes and / or regulations and amendments thereto affecting the site's development and installation of municipal services.

### **3. Design & Supervision of Construction of Services**

- (a) The Owner shall employ, at its cost, a competent and qualified Professional Engineer consultant approved by the Director of Public Works to:
  - i. Carry out all soil investigations required by the Director of Public

Works;

- ii. Design all of the works required to be completed in this Agreement;
- iii. Provide the Director of Public Works with an estimate of the costs of design, construction and maintenance of all works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all works required under this Agreement;
- iv. Prepare engineering drawings that include plans, profiles and specifications for the works and to submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such works;
- v. Submit to the Director of Public Works the detailed plans for signing and also provide two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to 11"x17" size;
- vi. Obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the works;
- vii. Call tenders for the installation and construction of the works;
- viii. Obtain the approval from the Director of Public Works of the contractor employed to install or construct the works;
- ix. Provide full-time resident supervision, inspection and contract administration of all works within the municipal road allowance covered by this Agreement; or in the event that full-time inspection cannot or is not provided, the Town will provide inspection services at a per diem rate of \$1100.00 per day;
- x. Provide the Director of Public Works, or designate, 48 hours of notice prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
- xi. Have a pre-construction meeting with the Director of Public Works, or designate, prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
- xii. Maintain all of the records of the installation or construction of the works and submit a copy of the same to the Director of Public Works;
- xiii. Obtain from the Director of Public Works, the details regarding the form and scale of these drawings prior to their presentation;
- xiv. Provide the Director of Public Works with individual record sheets illustrating location & depths for all sanitary sewer, storm sewer and water services;
- xv. Provide building levels for construction purposes as hereinafter provided;
- xvi. Furnish the Director of Public Works with the preliminary lot grading certificate for the subject lands; and
- xvii. Provide the Town with the final lot grading certificate.

(b) The Owner shall not install works prior to a receipt in writing from the Director of Public Works of the detailed plans and specifications therefor.

(c) All of the works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Owner's consulting Professional Engineer.

(d) The Owner shall not close / restrict any public roadway prior to receipt in writing from the Director of Public Works for such activity. In the event that

construction works require lane restrictions and / or full closures, a minimum of 48 hours of notice must be given to the Director of Public Works. In addition, the Owner must submit a traffic management plan and is responsible for notification of all affected emergency and non-emergency agencies.

#### **4. Grading**

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed site drainage plan for the site, said Plan to clearly indicate the existing drainage pattern on all adjacent Lands originally flowing through, into, or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Public Works. This Plan, attached hereto as Schedule 'E', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Public Works.
- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'E' to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved civil plans, prepared by AM Candaras Associates Inc., dated June 7, 2018, attached hereto as Schedule 'E'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

#### **5. Sanitary Sewer System**

- (a) The Owner shall at its own expense and forever maintain all necessary sanitary sewer connections necessary to serve the development; and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.
- (b) Domestic waste water from the proposed building(s) shall be discharged into the sanitary sewer system through a drain connection via the sanitary sewer lateral shown on the Site Servicing & Grading Plan. The Owner shall be responsible for exposing the existing lateral to be inspected by Town staff to ensure pipe material and condition is satisfactory for connection. Should it be deemed unsatisfactory, all costs associated with its removal and replacement shall be the Owner's responsibility.
- (c) The sanitary sewer system must comply with the Region's Sewer Use By-law #27-2014.

#### **6. Water Supply**

- (a) The Owner shall, at its own expense, forever maintain all necessary

connections and all internal water supply services necessary to serve the development.

- (b) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (c) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water Act* and amendments thereto and all regulations thereunder, on all internal water supply services, which said Act and regulations shall be enforced by the Town.

## **7. Storm Sewer System**

- (a) The Owner shall undertake the installation, repair, and perpetual maintenance of the private storm water system as identified in the Civil Plans, prepared by AM Candaras Associates Inc., dated June 7, 2018, attached hereto as Schedule 'E', and approved by the Director of Public Works.
- (b) All downspouts fronting the building shall not be directed towards the sidewalk and splash pads are required.
- (c) The storm sewer system must comply with the Region's Sewer Use By-law #27-2014.

## **8. Roads & Access**

- (a) The Owner shall, at its own expense, prior to construction taking place within a Town road allowance, obtain a Town Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, restore any curb cuts and trench excavations within the roadway as per Town standards. All road restorations shall take place no later than two (2) weeks after completion of the installation. No temporary measures will be permitted.
- (c) The Owner shall locate all private signs within the Owner's Lands in accordance with the Site Plan attached as Schedule 'C'.

## **9. Landscaping & Trees**

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads in accordance with the approved Landscape Plans prepared by Landscape Planning Limited – Landscape Architects, dated 2018.05.30, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning & Development.
- (b) The Owner agrees to install appropriate sediment and erosion control fencing prior to the commencement of construction and maintain it in good condition until all construction is complete and all areas are revegetated.

- (c) The Owner shall, at its own expense, relocate the existing gravel path with a new (3m wide) asphalt path west of the property line, as shown on Schedule 'C'.

#### **10. Waste Collection**

- (a) The Owner shall at all times provide adequate collection and disposal of garbage, recyclables and sanitary refuse.
- (b) Niagara Region advises that, in order to receive enhanced waste collection service; the Owner shall comply with Niagara Region's current Waste Collection Policy, gain approval by the Town and enter an Acknowledgement Agreement with Niagara Region and a separate agreement with the Town regarding the Town's cost recovery for the enhanced service.

#### **11. Easements / Rights-of-Way**

- (a) The Owner shall, in words satisfactory to Bell Canada, grant to Bell Canada any easements that may be required, which may include a blanket easement for communications / telecommunications infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- (b) In the event any easements are required by Enbridge Gas to service the development, the Owner shall provide these to Enbridge Gas Distribution at no cost.

#### **12. Photometry**

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.
- (b) The Owner shall, at its own expense, provide exterior lighting in accordance with the Photometric Plans prepared by E-Lumen International Inc., dated June 7, 2018, attached hereto as Schedule 'G'.

#### **13. Parking, Curbing, Driveways & Sidewalks**

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking and driveway areas acceptable to the Town.
- (b) The Owner shall perpetually maintain all internal pavement markings which include crosswalks and parking stall / accessible stall markings.

#### **14. Building & Services**

- (a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

#### **15. Mail Delivery**



- (a) Canada Post's multi-unit policy, which requires that the Owner provide the Centralized Mail Facility (front-loading lockbox assembly or rear-loading mailroom), at their own expense, will be in effect for buildings with a common lobby, common indoor or sheltered space.

#### **16. Administrative & Consulting Costs**

The Owner shall pay the Town's reasonable costs (\$2,700 or Two-thousand, seven hundred dollars) in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

#### **17. Deposit for Facilities and Works**

- (a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to:

- i. 20 % of the estimated cost of completing the on-site Facilities and Works; and
- ii. 100% of the estimated cost of completing the off-site works.

The parties have calculated that the estimated cost for completion to be **\$573,894.85** (Five hundred, seventy-three thousand, eight hundred, ninety-four dollars and eighty-five cents) excluding taxes as set out in Schedule 'B' attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$114,778.97** (One hundred & fourteen thousand, seven-hundred & seventy-eight dollars and ninety-seven cents) shall be provided to the Town.

- (b) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.
- (c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.
- (d) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the

Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.

- (e) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (f) The Owner agrees that all of the Facilities and Works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition. An extension of the completion of Works may be considered by the Director of Community Planning & Development.

## **18. Default**

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- i. Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- ii. Make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iii. Retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iv. Bring action to compel specific performance of all or any part of this Agreement for damages; and
- v. Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

## **19. Covenants**

The Owner covenants for itself, its successors and assigns and the Owners from

time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

**20. Registration**

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

**21. Obligation**

This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this Agreement or any negligence of any such person in the performance of the said obligation.

**22. Building Permit**

Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

The Owner shall pay parkland dedication fees and applicable Town & Regional development charges at the time a building permit is issued for the apartment building shown on Schedule 'C'.

**23. Plans**

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

**24. Notices**

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at: Clerk  
Town of Pelham  
P.O. Box 400  
20 Pelham Town Square  
Fonthill, ON L0S 1E0

To the Owner at: Parkhill Properties Corp.  
242 Applewood Crescent Suite 5  
Concord, ON L4K 4E5

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 23. Any notice delivered to the party to whom it is addressed in this Section 23 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

**25. Schedules**

The originals of the plans set out in Schedule 'C', 'D', 'E', 'F' and 'G' are available at the offices of the Town at the address set out in Section 24.

**26. Binding Effect**

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first above written.

**WITNESS**

**PARKHILL PROPERTIES CORP.**

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

☐ 'I have the authority to bind the Corporation'

**THE CORPORATION OF THE TOWN OF  
PELHAM**

\_\_\_\_\_  
Mayor Dave Augustyn

\_\_\_\_\_  
Clerk Nancy J. Bozzato

## **SCHEDULE 'A'**

### **LEGAL DESCRIPTION**

Part of Block 1 on 59M-432, Part 3 on RP 59R-15851, as in RO \_\_\_\_\_; Pelham

PIN: \_\_\_\_\_ - \_\_\_\_\_ (LT)  
Municipal: 80 Meridian Way  
Roll Number: NA

## SCHEDULE 'B'

### Cost Estimates, Security Deposits & Cash Payments

|  |                     |
|--|---------------------|
| <b>On-site</b> (excludes HST)  |                     |
| Stormwater Management Facilities   | \$56,779            |
| Water Facilities   | \$8,240             |
| Sanitary Sewer Facilities  | \$12,145            |
| Parking Lot  | \$212,350           |
| <b>Subtotal</b>  | <b>\$289,514</b>    |
| Contingency (15%)  | \$43,427.10         |
| <b>Total</b>   | <b>\$332,941.10</b> |
| <b>Landscaping</b> (excludes asphalt, concrete curbs, pavement markings, lighting & HST) |                     |
| Plant Material   | \$65,850            |
| Site Furnishings   | \$17,000            |
| Site Structures  | \$45,000            |
| Concrete / Unit Pavers   | \$81,675            |
| <b>Subtotal</b>  | <b>\$209,525</b>    |
| Contingency (15%)  | \$31,428.75         |
| <b>Total</b>   | <b>\$240,953.75</b> |

#### Securities

|          |                    |                |
|----------|--------------------|----------------|
| On-Site  | 20% (\$573,894.85) | = \$114,778.97 |
| Off-Site | 100% (\$0)         | = \$0          |

**Total = \$114,778.97**

In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$573,894.85** (Five hundred, seventy-three thousand, eight hundred, ninety-four dollars and eighty-five cents) excluding taxes. Therefore, security in the amount of **\$114,778.97** (One hundred & fourteen thousand, seven-hundred & seventy-eight dollars and ninety-seven cents) shall be provided to the Town.

#### Cash Payments

|                |        |
|----------------|--------|
| Administration | \$2700 |
|----------------|--------|