



By-Law No. 2024-05

Being a By-law to authorize the execution of the attached SEED Home Chattel Sale Agreement between the Corporation of the Township of Dubreuilville and SEED-Homes Inc.

THE COUNCIL of the Corporation of the Township of Dubreuilville pursuant to s. 9 of the Municipal Act, 2001, SO 2001, c. 25 enacts as follows:

Whereas the Corporation of the Township of Dubreuilville wishes to acquire a modular home from SEED Homes; and

Whereas the Corporation of the Township of Dubreuilville believes that it is in the best interests of Dubreuilville, its residents and ratepayers to enter into a Chattel Sale Agreement for the purchase of a Haven Home;

Now therefore be it resolved that the Corporation of the Township of Dubreuilville hereby enter into a Chattel Sale Agreement with SEED Homes Inc. per attached Schedule "1"; and

That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville are hereby authorized to execute the Agreement of Sale per attached Schedule "1" hereto and all other related documents to close the transaction contemplated by the Agreement in question.

1. Execution of Document

The Mayor and CAO-Clerk are hereby authorized for and in the name of the Corporation of the Township of Dubreuilville to execute and affix the seal of the Corporation of the Township of Dubreuilville to the SEED Home Chattel Sale Agreement attached as Schedule "1" hereto;

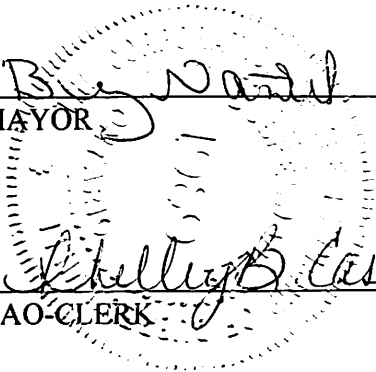
2. Schedule "1"

Schedule "1" forms part of this By-Law.

3. Effective Date

This By-Law takes effect on the date of its first passing.

READ a first, second and third time, and be finally passed this 10th day of January 2024.



Bill Nard
MAYOR

Shelley B. Casey
CAO-CLERK

SEED Home CHATTEL SALE AGREEMENT

THIS Agreement for the Sale of a SEED Home, (the "Agreement") is made this 23rd day of November, 2023

BETWEEN:

THE PURCHASER(S)			and	THE BUILDER		
Name(s)	<u>Township of Dubreuilville</u>		Name:	<u>SEED-HOMES INC</u>		
Of:	<u>23 Pins Street, Box 367</u>		Of:	<u>10447 50th Street SE</u>		
<u>Dubreuilville</u>	<u>Ontario</u>	<u>POS 1B0</u>	<u>Calgary</u>	<u>Alberta</u>	<u>T2C 3E3</u>	
(City)	(Province)	(Postal Code)	(City)	(Province)	(Postal Code)	
Day phone:	<u>705 884 2340</u>		Office:	<u>587-998-9394</u>		
Cell:	<u></u>		Email:	<u>info@cegensgreen.com</u>		
Emails:	<u>bnantel@dubreuilville.ca</u>		GST	<u>813340049 RT0001</u>		
	<u>scasey@dubreuilville.ca</u>			<u></u>		

THE TRANSACTION – The Builder desires to construct and sell, and the Purchaser desires to purchase from the Builder, the SEED Home (as defined below) subject to the terms and conditions of this Agreement.

1. DELIVERY OF MODULAR HOME

The Builder agrees to deliver on, or before June 01st 2023, (the "Targeted Date") the modular home with the SEED Homes building specifications attached as Schedule "A" to this Agreement (the "Home"). The following are additional terms with respect to the Home:

- a) The Purchaser agrees that the Builder (in its discretion) may make changes to the specifications and any products selected by the Purchaser or Builder provided such change(s) are of equivalent, or better, quality or value than that originally set out in Schedule "A".
- b) The Purchaser acknowledges circumstances may require the Home to be constructed differently, but not materially so, then the Builder's brochure/floorplan and/or show home(s) for the particular Model. Construction changes and modifications may include but are not limited to: final room dimensions; availability of some plan options and upgrades; window availability, sizes, and placement; ceiling heights; mechanical systems installation and bulkheads; stair placement, orientation; wall depth; and other changes.
- c) The Builder does not guarantee the completion, and possession, of the Home by the Targeted Date and shall not be responsible in the event delays occur, including, but not limited to,

delays by the Purchaser, or delays caused by unfavorable weather, strikes, fires, shortages of materials or labor, acts of God or any other causes beyond the control of the Builder.

- d) The Purchaser acknowledges the Delivery Date (defined below) might be prior to or after the Targeted Date.
- e) The Builder shall ship the home free on board to site the designated by the Purchaser in the Province of Ontario, subject to this Agreement.

2. PRICE OF MODULAR HOME

- a) The Purchaser agrees, and understands, construction of the Home and Garage shall be completed utilizing a fixed price contract. The contract price, to be paid by the Purchaser to the Builder, for the Home and Garage shall be the sum of **\$230,439.00**, which sum is outlined below. Any extras or upgrades shall be in addition to the Total Price (as defined below).

Price of Home and Garage:	\$ 230,439.00
Add HST:	\$ 29,957.07
Total Price:	\$ 260,396.07 (the "Total Price")

- b) The Total Price may only be changed in writing by agreement between the Purchaser and an authorized representative of the Builder.
- c) **The Total Price does not include the cost of installation of the home on the site designated by the Purchaser. Please refer to the attached Quote # SH00038. Prices provided in the quote are only an estimate and will need to be confirmed with the Purchaser(s).**

3. METHOD AND TERMS OF PAYMENT

- a) The Purchaser agrees to pay to the Builder the Total Price with interest at a rate of 20% per annum on any part of the Total Price which is not paid when due. Furthermore, the Purchaser shall make progress payments to the Builder on the Total Price upon receiving written notice from the Builder of substantial completion or completion of the intervals as follows:

Deposit Payment Due Upon Signing this Agreement:	\$ 0
Additional Deposit Due on receipt of first invoice.	\$ 58,589.11
Due Once Final Drawings Approved by Purchaser:	\$ 117,178.23
Due Five (5) Business Days Prior to Ready to Ship Notice Date:	\$ 58,589.11
Holdback of 10% - Payable once delivery taken and the Quality Assurance/Control walkthrough completed:	\$ 26,039.62
Total Price:	\$ 260,396.07

4. **INSPECTION AND DELIVERY OF THE HOME**

- a) The Builder shall provide written notice to the Purchaser at least 45 days prior, advising that on a date to be specified in the notice, the Home will be ready for delivery (the "**Delivery Date**") and that an inspection shall take place on the date specified in the notice.
- b) The Purchaser shall make an inspection of the Home on the date specified in the notice, at which time any deficiencies or defects shall be noted in writing on the warranty certificate for the Home (the "**Warranty Certificate**").
- c) The Purchaser shall confirm the delivery location of the Home, in writing, to the Builder at least 30 days prior to the Delivery Date. The Purchaser's performance hereunder is subject to, and contingent upon, obtaining approval of any applicable governing bodies where the Home is to be delivered.
- d) The Builder reserves the right to refuse delivery to any site or location that it deems is dangerous, unsafe, or not appropriate for the Home and/or delivery by the Builder's employees or agents.
- e) The Purchaser shall take possession of the Home once the Home is delivered on the agreed upon site and the taking of possession by the Purchaser will be deemed to prove the Home is complete, satisfactory and in full compliance with this Agreement, except as to matters noted on the Warranty Certificate.
- f) The final 10% holdback is due and payable immediately upon completion of the Quality Assurance and Quality Control (QA/QC) inspection sign-off of the Home.
- g) The Purchaser acknowledges the Home shall not be delivered, or Title transferred, to the Purchaser until the Total Price and all other monies payable to the Builder under this Agreement have been received by the Builder or its solicitor, without condition.

5. **SUSPENSION OF WORK BY BUILDER**

If the Purchaser defaults on any terms of this Agreement, including failure to provide any amounts due under this Agreement within specified timelines, then the Builder, at its sole discretion, may suspend work on the construction of the Home.

6. **GOODS AND SERVICE TAX NEW HOUSING REBATE.**

The Purchaser shall be solely responsible for any available Goods and Service Tax New Housing Rebate (the "**GST Rebate**").

7. **TITLE**

The Builder agrees that title to the Home, upon transfer to the Purchaser, shall be free and clear of encumbrances.

8. RESPONSIBILITIES OF THE BUILDER

- a) Please note that landscaping, property preparation, and hook-up or re-routing of all utilities are not included in this Agreement. The foundation – either cement slab or screw piles – and required engineering/install are also excluded.
- b) The Builder agrees to construct the Home diligently and in a good and workmanlike manner, in accordance with quality construction, and performance, standards as set by the Government of Alberta from time to time. The Builder shall comply with any applicable Alberta building code(s) in effect at the date of this Agreement, and all municipal building, plumbing, electrical and heating inspections, as well as all other relevant and applicable building codes or authorities having jurisdiction over the Project.
- c) As per CSA A277 standard, a building designed using Part 9 of the building code is valid for all provinces and does not require stamped drawings. The Builder will ensure the building(s) will be designed to meet the building code and all other regulations (bylaws) in the province designated for the installation.
- d) The Builder shall take reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the Project, and all property and improvements on the construction site and adjacent thereto complying with all applicable laws, ordinances, rules, and regulations and orders as they come available.
- e) The Builder shall be solely responsible for the cost to remedy any defective work, noted on the Warranty Certificate and in accordance with any warranty provisions. Upon notice, the Builder shall use its commercially reasonable efforts to remedy any defective work within sixty (60) days of receipt of the Warranty Certificate, and shall provide written confirmation of completion of such repairs to the Purchaser.

9. REPRESENTATIONS AND WARRANTIES

There are no representations, warranties, conditions or contracts or collateral representations, warranties, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto including, without limitation, arising out of any marketing material such as advertisements, sales brochures, representative view sets, model displays, show room displays, photographs, illustrations, renderings, social media (including, but not limited to, blogs, YouTube, Instagram, Facebook and Twitter), websites or electronic displays provided to the Purchaser or made available to the Purchaser for viewing or arising out of any written or verbal statements from the Builder's agents or representatives, other than those contained in the Agreement or amendments agreed to in writing and acknowledged by both the Builder and the Purchaser, all of which will survive the Delivery Date, registration of the title to the Purchaser and payment of the Total Price. In the event of any conflict between any information provided by the Builder's agents or representatives, or through any other sources, the terms and conditions of this Agreement shall prevail.

10. **WARRANTY**

The Builder warrants that the Home has warranty protection. Warranty protections provided by the Program shall be in accordance with the Ontario New Home Warranties Plan Act (the "Act") and covers a mandatory minimum of the following protections:

- a) The Builder shall provide one (1) year warranty on the Home, commencing on the Delivery Date, that covers the components not covered by any applicable manufacturer's warranty (the "**Builder's Warranty**"). The Builder's Warranty does not cover cosmetic or normal wear-and-tear, such as flooring and paint. Any defective parts may be covered by the Builder within the 90 days of the Delivery Date; however, the Builder maintains the right to refuse warranty claims if the Builder, at its sole discretion, deems the claim unacceptable. After 90 days, but before 365 days, of the Delivery Date the Builder may agree to replace defective parts but associated labor and delivery costs for the repairs and/or replacement may be the responsibility of the Purchaser.
- b) The Builder shall provide a five (5) year building envelope coverage for defects caused by the original workmanship of the Home that separate the conditioned space from unconditioned space (example - roof and exterior walls).
- c) The Builder shall provide a ten (10) year structural coverage for all load bearing parts of the Home.

Any warranty provided by the Builder shall be void if damage is caused by accident, negligence, abuse, misapplication or misuse of the Home or its component parts by the Purchaser.

Any modifications, alterations, or repairs made without prior knowledge and written consent of the Builder shall also void any warranty provided by the Builder.

The Builder assumes no liability beyond the total amount originally quoted for any incidental or consequential damage or costs arising directly or indirectly from a defect in goods or services supplied.

The Builder reserves the right to effect warranty repairs in any manner of its choosing provided such repairs will be promptly performed in a workmanlike manner and that the repaired goods will operate to the originally intended standard.

The Purchaser hereby expressly accepts the scope, nature and limitations contained in the above paragraphs and understands that NO OTHER WARRANTY is to be provided by the Builder. All and any other warranties are hereby disclaimed by the Builder and from which the Purchaser hereby expressly releases the Builder.

The Purchaser hereby acknowledges that the above warranty is in lieu of any statutory or implied warranty, and that the Builder does not make any representation or warranties or merchantability or use for any particular purpose or use of the Home.

11. **WARRANTY WAIVER**

If the Purchaser occupies the Property prior to completion, or after completion, without having completed an inspection, having noted any defects or deficiencies under the Certificate of Inspection, or without full payment of the Total Price with adjustments to the Builder under the terms of this Agreement, the Purchaser shall be deemed to have accepted the Property as is and shall be deemed to waive all rights to object to or complain about any defects in workmanship, materials or construction of any kind, and all warranties of any kind.

12. **CONDITIONS SUBSEQUENT**

As a condition subsequent to this Agreement, the Builder intends to become registered, and have the Home registered, as a new home in Ontario. If the Builder fails to obtain registration within 90 days of the date hereof, either party may terminate this Agreement if the Home isn't registered, and the parties have not entered into an additional agreement for the builder to attach the home to the property.

13. **DEFAULT BY PURCHASER**

- a) If payment of any of the deposit amounts, or contract change orders that form part of the Agreement, herein agreed to be paid to the Builder are not made on the date required, or in the event the Purchaser is in default of the non-financial covenants in this Agreement, the Builder may, at its option provide seven (7) days written notice to the Purchaser requiring them to cure the default. Should the Purchaser fail to cure the default in the time specified, the Builder shall be entitled to treat the Agreement as terminated. On such, all deposits shall be forfeited, and the Purchaser shall have no right to reclaim any monies paid to the Builder under this Agreement and the same may be retained by the Builder as liquidated damages without limiting the Builder's claim for further damages.
- b) In the event of such default, the Builder may (in its absolute discretion) elect not to terminate the Agreement, but such election shall not act as waiver of the Builder's right to terminate the Agreement on any future breach of this Agreement in accordance with the terms of this clause.
- c) The above provisions shall not apply to the Purchasers' obligations to pay the Total Price along with contract change orders prior to the Delivery Date for which purpose, time is of the essence and in default of which the following paragraph shall apply.
- d) If on the Delivery Date, the Home is completed and the Purchaser fails to pay the Total Price, including contract change orders, the Builder may elect to terminate this Agreement forthwith and all deposits paid by the Purchaser shall be forfeited to the Builder as a genuine pre-estimate of the Builders damages. Such termination shall be without prejudice to and without limiting in any way, any other claims for damages and other remedies of the Builder against the Purchaser arising from the Purchasers failure to close on the Delivery Date. Transfer of title can be denied for this default.

14. **DISPUTE RESOLUTION**

- a) The Parties agree to attempt a peaceful resolution to all disputes. The Parties agree any dispute arising from this Agreement, or any dispute either may have with the other, shall be submitted to mediation prior to any other dispute resolution process. The Parties further agree that should the submission of any dispute to mediation not result in a resolution of the dispute satisfactory to the parties, then the parties shall submit the dispute to binding arbitration pursuant to the Arbitration Act (Alberta) prior to commencing any other dispute resolution.
- b) If a Court action is filed in relation to this Agreement, the unsuccessful party in said action shall pay to the successful party, in addition to any other sums or judgment ordered by the Court, the legal fees and costs of the successful party on a solicitor client full indemnity basis.

15. **NOTICE**

Any notices required to be given under this Agreement shall be given to either the Builder or the Purchaser in writing, e-mailed to or delivered to the other at the address shown in this Agreement.

16. **START OF CONSTRUCTION**

The Purchaser acknowledges that the Builder will not commence construction of the Home until such time as the Builder receives an executed copy of this Agreement and all monies, and deposits, required herein.

17. **PURCHASERS CONSENT TO DISCLOSURE OF PERSONAL INFORMATION**

The Purchaser expressly consents to the collection, use and disclosure of the Purchaser's personal information by the Builder for any applicable manufacturer, or other applicable, warranty programs.

18. **SCHEDULES OF CONTRACT DOCUMENTS**

The following Schedules are incorporated into and form part of this Agreement.

NOTE: If a change order is required, it will be included in Schedule C. See attached quote for additional details on change orders.

SCHEDULE "A"	SEED Homes Building Specifications – See attached Quote.
SCHEDULE "B"	Construction Drawings, if applicable.
SCHEDULE "C"	Change Order and Selection Confirmations, if applicable.

19. **GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario.

20. **TIME OF ESSENCE.**

All time stated herein, or in any of the attached Schedules, is of the essence.

21. **INTERPRETATION**

All words in this Agreement may be read and construed in the plural number or the singular if there be more than one Purchaser named and, in such case, this Agreement shall be deemed to bind the Purchaser individually, as well as severally and jointly and also the masculine gender shall be construed to include the feminine or a body corporate where the context of this Agreement so requires. The Builder and the Purchaser are collectively called the "Parties".

22. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative for each party.

23. **NO ASSIGNMENT**

No assignment of this Agreement shall be valid by either the Purchaser or the Builder without the written consent of the other party.

24. **BINDING EFFECT**

This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective heirs, administrators, executors, successors, and assigns.

25. **SEVERABILITY**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

26. **CANCELLATION**

The Builder and Purchaser agree that should the Builder not be able to commence construction within a period of 90 days from the date this Agreement becomes a firm sale, due to causes beyond the Builder's control, such as, but not limited to: the inability to obtain necessary permits; failure to comply with provincial and/or municipal statutes; or if the Purchaser should fail or cease to qualify for financing; then the Builder may cancel this Agreement on written notice to the Purchaser. The Builder's liability to the Purchaser shall be limited to the refund of any monies paid by the Purchaser to the Builder after deducting any reasonable and necessary expenses incurred by the Builder prior to cancellation.

27. **PURCHASERS ACKNOWLEDGEMENT**

The Purchaser acknowledges that they have read and understand the Agreement and the terms, conditions, limits and exclusions that are contained in this Agreement. This Agreement contains binding legal obligations. The Purchaser is encouraged to obtain legal advice before signing.

28. **COUNTERPART**

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Any party (or all of the parties) hereto may initially execute and deliver an executed copy of this Agreement by facsimile or electronic transmission which shall be sufficient to bind such party **IN WITNESS WHEREOF** the parties have signed this Agreement as of the date first written above.

<i>Brigitte Tremblay</i>)	<i>By vartel</i>
_____)	_____
WITNESS)	PURCHASER
<i>Chantal Croft</i>)	<i>Shelley B. Casey</i>
_____)	_____
WITNESS)	PURCHASER

SEED Homes Inc.

[Signature]

PER:
Jim Stewart - General Manager



SEED
HOMES

SCHEDULE A

TOWN OF DUBREUILVILLE

SH00038 Rev 1



INTRODUCTION

Our boldly innovative technology influences the global discussion on industrial environmental impact.

Some say that creativity is thinking up new things.

At SEED Homes, we believe that innovation is doing new things. Imagine:

Purchasing a home that is beautiful and yet more affordable. A home that is built to last for decades and made from environmentally sustainable materials. A home that you can order online, have it delivered and installed just about anywhere, and move in within one day.

Impossible? No, reality.

We invite you to peruse the details in this document. As always, we stand ready to help you and your project achieve success.

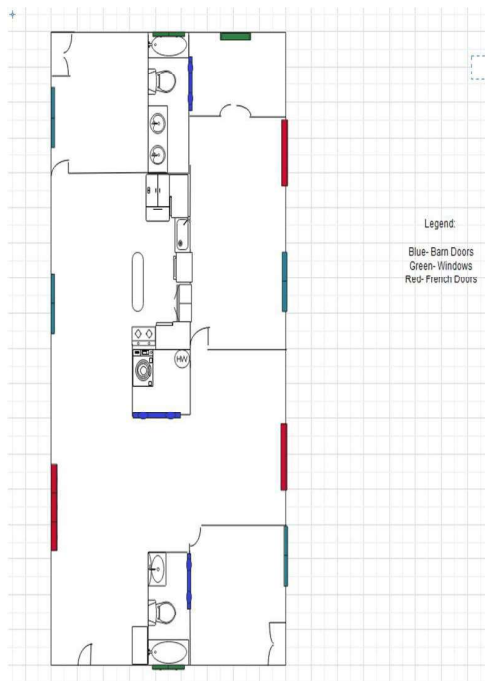
PROJECT SCOPE

We at SEED Homes are pleased to present you with a quotation for a Haven Home to be located in Debreuilville, Ontario.

HAVEN

Architectural Scope

- Type: double drop.
- 1,200 square foot home.
- 44' L x 27.5' W x 10.5' peak with an 8.5' low eave (Outside Dimensions).
- Three bedrooms with a full main bathroom and a full ensuite.
 - Master bedroom with walk-in closet.
 - Second and third bedrooms with 60" x 30" closets.
- 60" x 30" closet at front door.
- Kitchen Island (80" long x 34" deep).
- Forced Air HVAC (heating system).





BUDGETARY PRICING

HAVEN BUDGET	QUANTITY	PRICE (\$)
Haven – single bungalow 1,200 sq ft with island	1	\$193,700
Thermal Skirting R22 (71 linear ft by 2 ft high)	1	\$7,739
Haven Estimated Home Total		\$201,439
Shipping and Installation Estimate		
Shipping to Dubreuilville, Ontario	Estimated	\$6,500
Estimated installation for Base Unit including mobilization. (1 supervisor, 2 workers/three days) plus subsistence	Estimated	\$8,215
Estimated Crane (one day per load and unload on site)	Estimated	\$5,000
Shipping and Install Subtotal		\$19,715
Haven Base Model Estimated Total before PST/GST		\$230,754

HAVEN OPTIONS	CHECK
SEED Home Water Gathering System	\$15,000
Added windows on side of home (4 in total)	\$2,800
Solar panel estimate - 7 modules 3.25kW total + batteries for off-grid package	\$19,500
IoT (Scope to be defined)	\$4,375
Wireless Audio System (Sonos)	\$2,625
Air Conditioning System	\$10,000

SEED DOUBLE GARAGE PACKAGE

Double Garage with: <ul style="list-style-type: none"> • 22' x 22' w x 10' eave • R22 insulation in walls and roof • * Standard electrical package • Insulated double garage door with opener. • Robust self-framing build • Structurally Stamped • <i>Concrete pad not included</i> 	1	\$29,000
Subtotal		\$29,000
Shipping and Install Estimate		
Estimated Shipping at cost plus 10%	Estimated	\$5,000
Install Supervisor and 3 field crew		\$7,500
Scissor lift and scaffolding	Estimated	\$1,000
Subtotal		\$8,500
Base Model Total		\$42,500

*4 plugs, 2x8' light strips Pricing

Notes:

- Canadian dollars (CAD).
- PST and GST is not included.
- Final pricing to be confirmed upon final design sign off.
- Screw pile foundation is assumed, but a concrete pad can be installed instead, eliminating the need for the R22 thermal skirting.
- **Due to the volatile supply chain industry, prices are subject to review and could change upon ordering.**

BASE FEATURES

- R28 walls and R31 roof.
- 22 ga exterior walls and roof.
- Quartz counters
- Sliding barn doors for bathroom.
- Thermal windows and glass doors in the living room and master bedroom.
- Appliance package includes:
 - Fridge
 - Stove
 - Dishwasher
 - Microwave/vent over stove
 - Stacked washer/dryer
- LED lighting.
- Trusscore interior walls.
- Exterior lighting at entrances.
- Eaves troughs and downspouts with ice rakes.
- Ceramic backsplash in kitchen and bathrooms.

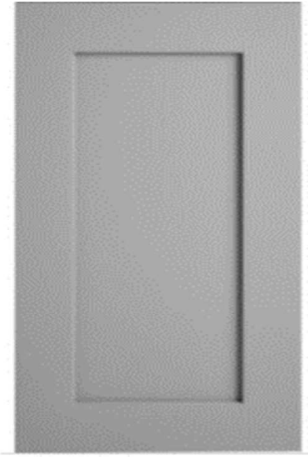
OPTIONS

- Cabinet features in kitchen such as spice and utensil pullouts.
- Solar panels and batteries.
- Air Conditioning System.
- Internet of Things (IoT) capability.
- Exterior lighting package.
- Exterior rough-in for EV charging.

EXTERIOR COLOUR OPTIONS

 Bone White QC8273	 White White QC8317	 Surf White QC8316	 Regent Grey QC8730
 Stone Grey QC8305	 Charcoal Grey QC8306	 Antique Linen QC8696	 Tan QC8315
 Metro Brown QC8228	 Dark Brown QC8229	 Black QC8262	
 Gold QC8276	 Bright Red QC8386	 Tile Red QC8259	 Dark Red QC8250
 Heron Blue QC8330	 Royal Blue QC8790	 Sapphire Blue QC8261	 Slate Blue QC8260
 Pacific Turquoise QC8258	 Mist Green QC8256	 Sage Green QC6089	 Melchers Green QC8307

SAMPLE OF INTERIOR SEED HOME STANDARDS



NEW HOME WARRANTY

(PROVIDED BY TRAVELER'S INSURANCE OF CANADA UNDER BUILDER NUMBER A00000742)

One year for labour and materials:

Covers any defects in materials and labour related to how the home was constructed and materials used. This may include things such as flooring, staircases, baseboards, cabinets, railings and other trim and fixtures.

Two years for delivery and distribution systems:

Covers defects related to the electrical, plumbing, heating, ventilation and air conditioning delivery systems.

Five years for building envelope protection:

The building envelope is the shell of the home, including the roof and walls. It is the separation between the interior and exterior environments of a building, which protects the indoor environment and facilitates climate control.

The act requires a minimum 5 years of coverage, with the requirement that warranty providers offer builders the option of purchasing an additional 2 years of building envelope coverage.

10 years for major structural components:

Major structural consists of the frame, including the roof's structural integrity, and the foundation.

SEED Homes is compliant with the **Alberta New Home Buyers Act** ([Alberta King's Printer](#)) is CSA A660 and CSA 277 certified.

EXCLUSIONS

Drawings	Drawings of SEED HOMES equipment that may include proprietary and/or patented information are excluded.
Shipping	Costs for shipping excluded unless otherwise stated.
Permitting	SEED Homes does not include permitting, utility hooks ups and surveys in our pricing but can be supplied upon request at project manager hourly rate.
Over size loads	Freight charges for shipping over-dimensional or over-weight loads are excluded.
Pile/Foundations	Pile/foundations engineering, supply and install are excluded but can be supplied through SEED Homes at extra costs.
Utility Rerouting	Routing or Re-routing of utilities from property line to home not included.
Subcontractors	Third party subcontractors including but not limited to man lifts, welders, cranes, scaffolding and labour are estimated in this catalog and can be confirmed upon request. Available upon request at cost + 10%.
Design rework	Any costs incurred for revising designs after drawings have been approved are excluded and will be billed out as per our standard rate sheet.
Standby time	Lost time due to weather, shutdowns, or other factors outside the control of SEED HOMES are excluded. Time required to make this up will be invoiced as per SEED HOMES Standard Rate Sheet.
Site Orientations	Time required for on-site safety orientations are excluded. Work completed for this purpose will be invoiced as per SEED HOMES Field Service Rate Sheet.
Equipment Finish	Any color request that is not standard color finish will need to be sourced for availability. Costing is subject to change and may affect delivery times.

ENGINEERING

Approximately two weeks if there is any modification to the base design.

MANUFACTURING

The manufacturing timeframe is between eight and twelve weeks for a single unit.

DELIVERY TO SITE

SEED Homes are designed to be shipping compliant throughout North America. Your order would be shipped directly to site via flat-bed truck.

Total delivery timeframe – approximately: eight to twelve weeks. Delivery will be confirmed upon contract signing based on supply chain and shop loads.

CHANGE ORDER PROCEDURES

Once an order has been placed, changes in scope of work requested by Purchaser or changes required as dictated by design or measure up will be evaluated and all detailed changes in materials, labor costs and timing impact will be reassessed.

The Purchaser will then be notified through our Change Order Process.

Subsequently, SEED HOMES will further require a signed Change Order reflecting the cost adjustments before proceeding. Respectfully submitted,

David Blanchet

TERMS AND CONDITIONS

These terms and conditions form and become part of the original Proposal and together form this "Purchase Agreement" between SEED HOMES (hereafter referred to as "Supplier") and Mayor Beverly Nantel (Town of Dubreuilville) (hereafter referred to as the "Purchaser"). Each herein may be individually referred to as a "Party" or collectively as the "Parties."

1. Definitions:

- a. The Purchaser: or any of its affiliates as named in the attached Proposal.
- b. Goods: the materials, equipment, or supplies, as identified in the attached Proposal.
- c. Services: Shipping, installation services, labor, subcontractors, or Engineering services that are supplied to the Purchaser as per the attached Proposal.

2. Acceptance:

The Purchaser, upon issuing a purchase order to accept this Proposal, accepts all the provisions of the Proposal including these terms and conditions of this Purchase Agreement, unless exceptions are clearly noted in writing at the time of acceptance.

3. Price and Payment:

- a. Goods and/or services. The total prices payable by the Purchaser for the goods and services shall be the prices stated in the Quote letter. Any amendments, modifications, or adjustments to the prices must be agreed to by both Parties in writing.
- b. This Proposal is in Canadian Dollars.
- c. Payment and Invoicing structure:
 - 25% - Due and payable upon signing the Purchase Agreement.
 - 50% - Payable once final drawings are approved. Procurement and manufacturing will begin after payment has been received.
 - 25% - Upon ready to ship notice.
 - Shipping and Install (including Supervisor would be invoiced bi-weekly with timesheets).
- d. Federal and State/Provincial taxes where applicable, are not included in this Proposal and are the responsibility of the Purchaser.

4. Expiration:

Unless otherwise indicated, this Proposal expires in thirty (30) days from the date of Proposal.

5. Shipping:

- a. Goods unless otherwise stated are FOB manufacturing (Calgary).
- b. Supplier (via shipping company) will be responsible for goods damaged in shipping.
- c. Two (2) % of the Purchase Order will be charged back to the Purchaser for storage space if equipment is not picked up one (1) month after the agreed upon delivery date.
- d. Loading, unloading, and transport are to be billed at Cost.
- e. All shipment costs will be due 30 days from delivery of equipment.

6. Safety:

- a. The Purchaser will provide a safety inspector, complete with the necessary safety equipment, unless otherwise agreed to by both Parties in writing.
- b. On-site safety meetings required by the Purchaser, shall be at the expense of the Purchaser. Supplier normal hourly fees as per Supplier standard rate sheet will be in effect during such time.

7. Purchaser Responsibilities:

- a. The Purchaser will provide a safety inspector, complete with the necessary safety equipment, unless otherwise agreed to by both Parties in writing.
- b. All electrical work is to be completed by the Purchaser.
- c. Piles unless included in this Proposal, are to be completed by the Purchaser as per drawings submitted by Supplier.
- d. Unless specifically included in this Proposal gravel for the site is the responsibility of the Purchaser.
- e. Subject to the provisions of this Purchase Agreement, in the event of overdue or unpaid amounts subject to collection, all collection or arbitration expenses, attorney's fees and court costs will be borne by the Purchaser.

8. Rights Reserved:

Title to all items listed in this Purchase Agreement shall remain with Supplier until all invoices have been paid in full. When payment in full has been made, Supplier will promptly provide a paid in full notice to release the ownership to the Purchaser. Supplier reserves the right to enter the premises where the goods are kept, claim, and remove the goods at Supplier's discretion if forty-five (45) days has lapsed from the agreed upon date for which the account was to be paid in full.

9. Overtime:

All Supplier proposals for flat rate installation are based on a standard eight-hour workday from Monday to Friday and do not include statutory holidays. Only if the Purchaser requests services over and above these limitations, services will be offered at one and a half times the regular fees for Monday to Saturday and two times the regular fees for Sundays and statutory holidays.

10. Cancellation:

Cancellation must be in writing. The date of cancellation will be the date Supplier receives the written notice of cancellation. Upon cancellation of this Purchase Agreement, the Purchaser will be responsible for any expenses incurred by Supplier during and for the performance of this Purchase Agreement up to and including the date of cancellation including a ten per cent (10%) restocking fee for all goods ordered, and if applicable, any third party expenses incurred by Supplier which may include for example welders' fees and if applicable, the reasonable costs for shipping and installation of the goods. All expenses incurred by Supplier upon cancellation will be outlined in detail and may include design fees, project management fees, accounting fees and administration fees.

11. Intellectual Property Rights:

- a. All intellectual property and other rights owned by a Party or its affiliates or licensors as of this Purchase Agreement ("Pre-Existing Works") shall continue to be owned by such Party and its affiliates or licensors and, except as expressly provided in this Agreement, the other Party shall not acquire any right, title or interest in or to such rights, including, without limitation, all copyright, patent rights, trade secret rights, trademarks and any other proprietary rights or interest therein. All intellectual property rights created by the Purchaser, its directors, officers, employees, contractors, or agents, whether stemming from the acquisition of Supplier's goods and/or services or otherwise shall vest in Purchaser.
- b. Notwithstanding paragraph 4, this term shall continue in force and effect following the expiration of the thirty (30) days from issue of the Proposal.



SEED
HOMES

seed-homes.com

SCHEDULE B

CONSTRUCTION DRAWINGS

PURCHASER: _____ BUILDER: _

CEGEN Environmental Group

Page 13 of 23

SCHEDULE C

CHANGE ORDER AND SELECTION CONFIRMATIONS

PURCHASER: _____ BUILDER: _

CEGEN Environmental Group

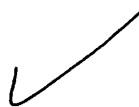
COUNCIL RESOLUTION



Moved By: *Hélène*
Seconded By: *Krystel*

DATE: January 10, 2024
Resolution No. 24-019

Whereas that By-Law No. 2024-05, being a By-law to authorize the execution of the attached SEED Home Chattel Sale Agreement between the Corporation of the Township of Dubreuilville and SEED-Homes Inc., be adopted as presented.



<hr/> Carried	<hr/> Defeated	<hr/> Deferred
----------------------	-----------------------	-----------------------

RECORDED VOTE:	YES	NO
Councillor Hélène Perth	_____	_____
Councillor Luc Lévesque	_____	_____
Councillor Julila Hemphill	_____	_____
Councillor Krystel Lévesque	_____	_____
Mayor Beverly Nantel	_____	_____

Declaration of Pecuniary Interest and General Nature Thereof: