RTG SYSTEMS INC.
ELECTRICAL CONSULTING ENGINEERS

November 4, 2026

Via PDF Email Only.

Vinmar Developments Ltd.
755 South Pelham Road
WELLAND ON L3C 3C9

Attention: **Mr. Vincent Policella**

Reference: **Murdoch Estates - Phase 2**
U/G Hydro Distribution and Streetlighting System
Our File: 06194-00

Dear Sir:

Please find enclosed Progress Payment Certificate #3 in favour of Regional Trenching Inc. in the amount of $21,839.19.

The certificate has been issued in response to Regional Trenching Inc.'s Invoice # request for holdback release. The above referenced development was deemed to be substantially complete on September 11, 2026.

The following documentation has been enclosed in accordance with the contract agreement:

1) A Statutory Declaration from Regional Trenching Inc. stating that all outstanding accounts relating to the above project have been paid in full.

2) A Worker's Compensation Clearance Certificate.

3518 Mainway, Suite 201
BURLINGTON ON L7M 1A8
E-Mail: general@rtgsystems.com

Telephone: (905) 335-4470
Toronto Line: (905) 827-7887

We request that Regional Trenching Inc. provide proof of publication of the certificate of substantial performance (copy enclosed) in a local construction trade newspaper prior to holdback release.

Once you are in receipt of proof of publication, in accordance with the **Construction Lien Act**, we recommend payment to be remitted to Regional Trenching Inc. no later than sixty (60) days from the date the certificate of substantial performance is published in the Daily Commercial News.

We trust the above information is satisfactory and thank you for your anticipated co-operation in this important matter.

Yours truly,

Henry J Marfisi

Henry J. Marfisi, C.E.T.
General Manager

Encl.

Copy to: Regional Trenching Inc. ATTN: Mr. Uwe A. Dau, P.Eng.

RTG Systems Inc.
ELECTRICAL CONSULTING ENGINEERS

Progress Payment Certificate #3

Date: 04-Nov-26

Owner: Vinmar Developments Ltd.

Project: Murdoch Estates - Phase 2
File #: 06194-00
Contractor: Regional Trenching Inc.
H.S.T. Reg #: R104454061

This is to certify that with reference to the above Contract between the Owner and Contractor noted, the amount stated below is recommended for payment in this Certificate.

Description	Previous Certificates	Current Amount	Amount to Date
Invoice #	$ 193,267.18	$ -	$ 193,267.18
Subtotal	$ 193,267.18	$ 19,326.72	$ 193,267.18
Total	$ 193,267.18	$ 19,326.72	$ 193,267.18
H.S.T.	$ 25,124.73	$ 2,512.47	$ 25,124.73
Total	$ 218,391.91	$ 21,839.19	$ 218,391.91

Recommended this Period	$ 19,326.72
H.S.T. this Period	$ 2,512.47
Holdback this Period	$ -
Total Recommended for Payment this Certificate	$ 21,839.19

Certified by: Henry J Marfisi

Original Contract Amount	$ 265,986.31	Amount Certified to Date	$ 218,391.91
* the amounts shown in this box include H.S.T.			

Please Note: All calculations are carried to four decimal places for accounting purposes.

Construction Lien Act, 1983

CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE CONTRACT UNDER SECTION 32 OF THE ACT

City of Welland

(County/District or Regional Municipality/City or Borough of Municipality of Metropolitan Toronto in which premises are situated)

North of Webber Road and East of Murdoch Road

(Street address and city, town, etc., or, if there is no street address the location of the premises)

This is to certify the following improvement:

Installation of Underground Hydro Distribution and Streetlighting System

(Short description of the improvement)

to the above premises was substantially performed on: **September 11, 2026**

(Date substantially performed)

Date Certificate Signed: **November 4, 2026**

Henry J Marfisi

(Payment Certifier)

Name of Owner: **Vinmar Developments Ltd.**

Address for Service: **755 South Pelham Road, WELLAND ON L3C 3C9**

Name of Contractor: **Regional Trenching Inc.**

Address for Service: **1899 Allanport Road, P.O. Box 97, THOROLD ON L2V 3Y7**

Name of Payment Certifier: **RTG Systems Inc.**

Address for Service: **3518 Mainway, Suite 201, BURLINGTON ON L7M 1A8**

(Use A or B, whichever is appropriate)

A. Identification of premises for preservation of liens:

PIN 64027-1007 LT Description: PART OF LOT 1, CONCESSION 13 PELHAM; PART 1 ON 59R17131; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14, 59R17196 AS IN SN715161; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14, 59R17196 AS IN SN715163; CITY OF WELLAND

(Where liens attach to premises, reference to lot and plan or instrument registration number)

B. Office to which claim for lien and affidavit must be given to preserve lien:

(Where liens do not attach to premises)

NOTES re: Certificate of Substantial Performance

1) **A copy of this certificate must be given to the owner and to the contractor within seven days of the day the certificate is signed.**

2) **The contractor shall publish a copy of this certificate once in a construction trade newspaper, and the contents shall be the same as the original certificate except that the signature of the payment certifier shall be deleted.**

3) **Where liens do not attach to the premises, the "Office" referred to in Part B shall be as follows:**

   a) **In respect of a public street or highway owned by a municipality ……..Clerk of the Municipality**

   b) **Where owner is the Crown and Contract is with:**

      i) **a Ministry of the Crown ……...Director of Legal Services of that Ministry**

      ii) **Ontario Housing Corporation …….Director of Legal Services of the Ministry of Municipal Affairs and Housing**

      iii) **A College of Applied Arts and Technology ……...President of the College**

      iv) **any other office of the Crown ……....Chief Executive Officer of that Office**

   c) **Where premises are a railway right-of-way ……....the Manager or any person apparently in charge of any office of the railway in Ontario**

1899 Allanport Road
P.O. Box 97, Thorold
Ontario L2V 3Y7

Regional Trenching Inc.

Office (905) 227-6333

September 01, 2026

Vinmar Developments Ltd.
c/o RTG Systems Inc.
3518 Mainway – Suite 203
Burlington, Ontario
L7M 1A8

Attention: Mr. Henry J. Marfisi, C.E.T.

RE: Murdoch Estates – Phase 2, City of Welland

Dear Sir,

Upon receipt of all monies owing, as per the contract and certificates issued, this letter is a release, to the owner (Vinmar Developments Ltd.) from any further claims, relating to this contract.

Yours truly,

Mariana Dowsley
Office Manager
Enclosures (2)

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document
CCDC 9A – 2018

To be made by the Contractor as a condition for either

- ☐ second and subsequent progress payments; or
- ☑ release of holdback.

Application for payment number 2 dated July 31, 2026 is the last application for payment for which the Contractor has received payment.

Information Appearing in the Contract Documents

Name of Project

Installation of Underground Hydro Distribution and Streetlighting System for: Murdoch Estates - Phase 2

Date of Contract: October 9, 2025

Name of Owner

Vinmar Developments Ltd

Name of Contractor

Regional Trenching Inc.

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

1) holdback monies properly retained,
2) payments deferred by agreement, or
3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in Thorold (*City/Town and Province*) this 2 day of September in the year 2026

Uwe A. Dau
Name

President
Title

Uwe A Dau
Signature

Karin Jennifer Sheldrick, a Commissioner, etc., Province of Ontario, for Niagara Construction Association. Expires August 21, 2036.

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 – 2018 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC 9 2018

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Canadian Construction Documents Committee

WSIB Ontario | Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
REGIONAL TRENCHING INC.	1899 ALLANPORT RD STATION THOROLD, PO BOX 97, THOROLD, ON, L2V3Y7, CA	237130: Power and communication line and related structures construction	A0000JWO94	20-Aug-2026 to 19-Nov-2026

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.