

The Corporation of the Town of Grand Valley

By-law 2023-06

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWN OF GRAND VALLEY TO ENTER INTO A SITE PLAN AGREEMENT TO PERMIT THE DEVELOPMENT OF A WAREHOUSE

(10 Watson Road, GRAND VALLEY, Roll #106585)

WHEREAS SECTION 41 OF THE PLANNING ACT, AS AMENDED, AUTHORIZES THE COUNCIL OF A MUNICIPALITY TO APPROVE SITE PLANS AND SUBSECTION 41(7) AUTHORIZES A MUNICIPALITY TO ENTER INTO ONE OR MORE AGREEMENTS TO ENSURE THAT THE DEVELOPMENT PROCEEDS IN ACCORDANCE WITH THE SITE PLAN;

AND WHEREAS THE SUBJECT LANDS ARE SUBJECT TO SITE PLAN APPROVAL PURSUANT TO THE TOWN'S SITE PLAN CONTROL BY-LAW 2012-12, AS AMENDED, AND THE TOWN REQUIRES THE SUBMISSION OF PLANS AND THE EXECUTION OF AN AGREEMENT PURSUANT TO SECTION 41 OF THE *PLANNING ACT, R.S.O. 1990, C. P.13*, AS AMENDED (THE "PLANNING ACT"), PRIOR TO THE DEVELOPMENT OF THE LANDS;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF GRAND VALLEY ENACTS AS FOLLOWS:

1. The Head of Council and Clerk are hereby authorized to execute the Site Plan Agreement with the Owner, in the same form or substantially the same form as the Site Plan Agreement attached as Schedule "A" to this By-law.

BY-LAW READ A FIRST AND SECOND TIME AND PASSED THIS 24th DAY OF JANUARY 2023.



Steve Soloman, Mayor



Meghan Townsend, CAO/Clerk-Treasurer

SITE PLAN CONTROL AGREEMENT

This Agreement made this 24 day of January, 2023.

B E T W E E N:

2222183 Ontario Inc. o/a CEPE International
(the "Owner")

AND

THE CORPORATION OF THE TOWN OF GRAND VALLEY
(the "Town")

WHEREAS:

- A. The Owner is the registered owner in fee simple, of the lands known legally described as, Lot 3, Plan 130 and municipally known as 10 Watson Drive (Roll #106585), TOWN OF GRAND VALLEY, COUNTY OF DUFFERIN, and being the "Subject Lands" and described on Schedule A to this Agreement;
- B. The Owner proposes to develop a warehouse facility with associated office space (the "Development") as shown on the plans, drawings and reports listed in Schedule "B" of this Agreement.
- C. The Owner covenants that there is no encumbrance registered upon or otherwise affecting the title to the Subject lands and that no other encumbrance shall exist prior to registration of this Agreement upon the title to the Subject Lands.
- D. The Subject Lands are subject to site plan approval pursuant to the Town's Site Plan Control By-Law 2012-12, as amended and the Town requires the submission of plans and the execution of this Agreement pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "*Planning Act*"), prior to the development of the Subject Lands.
- E. Subsection 41(10) of the *Planning Act* provides for the registration of Site Plan Agreements on title to the Subject Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties covenant and agree as follows:

RECITALS

- 1. The foregoing recitals are true and accurate, and the terms defined therein shall bear the meanings indicated throughout this Agreement.

PLANS, DRAWINGS AND REPORTS

- 2. The following plans, drawings and reports shall be deemed to be a part of this Agreement:

SCHEDULE "A" – Legal Description of Subject Lands
SCHEDULE "B" - Approved Plans, Drawings and Reports
SCHEDULE "C" – Securities & Fees (Cash Payments)
SCHEDULE "D" – Insurance Requirements
SCHEDULE "E" – Easements and Covenants
SCHEDULE "F" – Authorization By-law

3. In the event of a conflict between the plans, drawings and reports as listed in Schedule B of this Agreement and any other plans, drawings and reports, the plans, drawings and reports as listed in Schedule B shall prevail (subject to any subsequent minor revisions to the same as approved in writing by the Town in its sole and absolute discretion).

PROHIBITION

4. The Owner agrees that no development or redevelopment will proceed or take place on the Subject Lands except as shown on plans, drawings and specifications approved by the Town (hereinafter referred to as the "Site Development Plans"). For the purposes of this Agreement, "development" and "re-development" as used in this Agreement shall have the same meaning as "development" is prescribed at section 41(1) of the *Planning Act*.

CONFORMITY WITH SITE DEVELOPMENT PLANS AND CONDITIONS

5. The Owner shall develop the Subject Lands substantially in accordance with the Site Development Plans, and the terms and conditions of this Agreement (including any schedules attached hereto).

SECURITY

6. As a condition of approval of any Site Development Plans, the Owner shall provide the Town with financial security in the amounts set out in Schedule "C" and in a form satisfactory to the Town ("Security"), for the work as specified in Schedule "B" ("Secured Work"). The Security shall remain in effect until the Secured Work to which such Security relates has been completed in accordance with the requirements of this Agreement. In the event the Owner does not comply with the requirements related to the Secured Work under this Agreement, the Town shall have the right to draw on the Security for such Secured Work, in whole or in part, from time to time, retain the money secured by such Security and apply such money for the sole purpose of completing the Secured Work to which the Security relates. If the Town draws upon the Security pursuant to the provisions of this Agreement, the Owner shall forthwith upon written notice replenish the Security to its former amount.

RELEASE OF SECURITY

7. Upon certification by the Owner's Engineer that all conditions imposed by this Agreement relating to any Secured Work have been satisfied and provided the Owner is not in default with respect to any other provisions of this Agreement, and provided the works have been fully constructed and maintained for a minimum of one year,

following confirmation by the Town's engineer that works have been completed as per the Site Development Plans, the Owner shall be entitled to the release of the balance of the Security held by the Town at the time of such certification in respect of such Secured Work. The Town shall not be required to refund or account for any Security utilized by the Town as a result of any default by the Owner under the provisions of this Agreement. If in the sole opinion of the Town, the amount of the Security should be reduced to reflect partial completion of the Secured Work, the Owner may substitute a Security in the reduced amount and the Town will return the earlier issued security in its possession to the Owner. The Owner shall provide a Statutory Declaration that all accounts for services and materials for such works have been paid, except the normal guaranteed holdbacks, and that there are no claims for liens or otherwise in connection with such services done or material supplied in connection with the works associated with the Security reduction request.

8. The Town may reduce the Security from time to time upon a Security reduction request by the Owner provided that it is understood and agreed that the Town shall at all times retain the Security in amount sufficient to cover 100% of the cost of completing any work in the municipal right of way and the municipal storm sewer, plus twenty-five percent (25%) of the cost estimate to complete the outstanding work. The determination of the Town as to the amount that is required to be retained shall be conclusive and binding upon the Owner. The Owner agrees that the Council of the Town shall not release to the Owner the Securities until:
 - a) a Letter of Completion has been issued by the Town;
 - b) the expiry of one year subsequent to the issuance of a Letter of Completion for Final release;
 - c) That any diseased/dead landscaping and/or planting has been replaced to the satisfaction of the Town;
 - d) Buildings have been numbered in accordance with the County of Dufferin numbering by-law for Final release only;
 - e) The Owner has reimbursed the Town for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Subject Lands, howsoever caused and the determination of the Town's engineer with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties;
 - f) the Owner has provided the Town with satisfactory evidence that there has been full compliance with the requirements of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, and the time for preserving liens has expired in relation to such work, Services or materials for works completed on the municipal right of way or any other municipally-owned property; and
 - g) The Owner's engineer has provided certification that all conditions imposed by this Agreement relating to any Secured Work have been satisfied.
9. Upon completion of the Development, the Owner shall cause its professional consultants to certify to the Town that the Development have been completed in accordance with the plans, drawings and reports listed in Schedule "B".

10. If, following receipt of the certifications referred to in section 8 or 9 of this Agreement, the Town inspects the Subject Lands and finds deficiencies of any nature whatsoever, the Town shall notify the Owner, and the Owner shall remedy such deficiencies and shall cause its professional consultants to provide further certifications confirming that the deficiencies have been remedied.

CONSULTANTS

11. The Owner shall retain the services of appropriate professional consultants which may include an architect, an engineer and a landscape architect or certified landscape designer, to supervise the installation and construction of the Development and to maintain records of the same, which records shall be made available to the Town forthwith upon request, and to provide certifications to and as required by the Town.

GUIDELINES AND STANDARDS

12. Unless otherwise specified on the plans, drawings and reports listed in Schedule "B", the Owner shall install and construct the Development in accordance with the Engineering Standards, Building Code and By-Laws of the Town, Grand River Conservation Authority and any other applicable provincial or federal laws, regulations, and standards. The Owner further agrees to obtain any necessary permits from the Grand River Conservation Authority, Ministry of the Environment, Conservation and Parks, Province of Ontario and shall provide copies of said permits to the Town on request.

It is the Owner's responsibility to ensure any works proposed within easements in favour of others or shared driveways are consistent with existing easement terms and/or applicable agreement terms.

CONSTRUCTION

13. The Owner shall undertake all construction activity on the Subject Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal catch basin, manhole, sewer, ditch, culvert, roadway, boulevard, or sidewalk to the Town's satisfaction. The Owner shall reimburse the Town for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Subject Lands, howsoever caused and the determination of the Town's Public Works Superintendent/Town Engineer with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.
14. A road occupancy permit shall be obtained for the works in the Watson Drive road allowance including the new water service. A commissioning plan shall be provided to the Town for review and approval prior to installation and should be submitted with the road occupancy permit.

15. The Owner will be responsible for providing and maintaining all traffic control and construction signage including flagpersons as required per OTM Book 7 Temporary Conditions.
16. As-constructed drawings are to be provided to the satisfaction of the Town.

BUILDING PERMITS

17. The Owner shall obtain all permits and authorizations that may be necessary and/or advisable relating to the Development proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement.
18. Retaining wall drawings stamped by a professional structural engineer to be provided as part of the Building Permit Application. A final certification letter shall be provided prior to release of any site plan securities. Such Certification shall include all aspects of the design and construction, indicating that the professional structural engineer's does not include exceptions or reliance on any other party.
19. The Owner shall provide and maintain at their sole expense in good repair and in a safe and clean condition the Subject Lands, vegetation, structures, driveways, parking areas, roads, buildings, facilities, services, underground services, works and landscaping improvements on the Subject Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or diseased vegetation. The Owner shall further keep the Subject Lands free and clear of all refuse, debris, and obstructions to the Town's satisfaction. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall:
 - a) Keep in a proper state of repair and operation the access roadways to the satisfaction of the Town;
 - b) To rectify, replace or repair any part of the development not constructed in accordance with the Site Development Plans or in accordance with any "as constructed" drawings submitted by the Owner and approved in writing by the Town in its sole and absolute discretion;
 - c) To do all maintenance and repairs pursuant to this Agreement as the Owner may be directed to do in writing by the Town; and
 - d) Ensure all snow is placed per the approved Site Plan. Excess snow shall be removed from the subject lands at the Owner's Expense on a timely basis, so that snow is not stored outside of the designated snow storage area at any time.
 - e) Develop and maintain grading and drainage and ensure that all storm and surface water from Lands shall not increase the shedding of water onto adjacent properties and shall be properly disposed of.

DEFAULT, FAILURE TO MAINTAIN OR PERFORM OBLIGATIONS

20. If, in the reasonable opinion of the Town, the Owner is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed

expeditiously or in the best interests of the Town, the Town may, upon providing 10 days' written notice to the Owner respecting such non-performance, and an opportunity to rectify same within that time, enter upon the Subject Lands and repair, replace or otherwise maintain the Subject Lands at the Owner's expense.

21. The Owner hereby covenants and agrees that should it be in default of any of its obligations with respect to maintenance, without any limitation whatsoever, the Town in its sole discretion may add any costs incurred by the Town to fulfill or rectify such default to the tax roll for the Subject Lands and that the Town shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest payable to the Town in the same manner as taxes in arrears.

DAMAGE

22. The Owner shall immediately repair any damage done to any property as a result of the development of the Subject Lands.
23. If the Owner fails or neglects to immediately repair any damage done to any property as a result of the development of the Subject Lands, the Town shall be entitled to draw upon the Security if the damage relates to the purpose of the Security and to use the proceeds thereof to repair such damage. In the event there is no Security applicable to the damage or the Town opts not to draw upon the Security or if the Security is not sufficient, the Town shall be entitled to collect the costs and expenses incurred to repair the damage in a like manner as municipal taxes.

CONNECTIONS TO MUNICIPAL SERVICES

24. Relocation of any municipal services, facilities, or utilities (including any curbs, gutters, catch basins, poles, manholes, telephone boxes, valves, drains, or transformers), whether owned by the Town or any utility company, shall be carried out by the Town, a Town approved contractor or the utility company at the Owner's expense.

The Owner agrees to pay a connection fee, if applicable, and purchase (if not already in place) a water meter from the Town at their cost.

- a) The Owner shall be responsible for all utility modifications to accommodate the development and maintain services provided to other properties to the satisfaction of the utility company(s) and the Town.
 - b) The Owner shall provide specifics on how they are dealing with the utilities, including but not limited to the overhead wires that service other properties, existing poles, guy wires, etc.
25. The Owner acknowledges that municipal sanitary services are not available at this time and will be installed once the Moco Subdivision to the south is constructed, at which time the Owner will be required to hook up to the sanitary service at their own expense and ensure that Watson Road is restored accordingly.

26. In the interim the Owner will install a temporary sewage holding tank. The Owner shall post the necessary securities (Schedule C) and show evidence of a contract for the ongoing pumping of the tank.
27. The Owner agrees that financial provisions are required to ensure that the pumping of the tank takes place, with costs eventually being added to the property taxes if required in the event of the Moco Subdivision being delayed and securities being depleted.

PARKING AREA

28. The parking spaces shall be laid out and clearly marked on the site by painted lines or such other method approved by the Town in accordance with the Site Development Plans.
29. The Owner acknowledges that there is NO PARKING or IDLING of trucks permitted on Watson Drive at anytime.
30. The Owner acknowledges and agrees to limit the number of 75 foot trucks visiting the site to once a month.
31. The site shall operate in general accordance with the Parking Justification Report, Planning Justification Report, and Functional Servicing Report as listed in Schedule B, particularly with respect to the volume and turning movements of trucks. In the event that truck access and egress is substantially different from the conditions predicted by these reports, in the sole opinion of the Town Engineer, and that such differences are problematic to the Town, then remedies will be provided by the Owner. If such remedies are unsatisfactory to the Town, then it may access securities or add costs to the tax roll as necessary to arrive at a solution.

GARBAGE and SNOW STORAGE

32. The Owner shall store all garbage in the garbage storage facilities as shown on the Site Development Plans. If the garbage storage facilities are designed for the use of a bulk lift container, it shall be the Owner's responsibility to provide for such container and for the regular removal and replacement of the same as may be reasonably required. In the event no garbage storage facilities are shown on the Site Development Plans, all garbage shall be stored indoors.
33. All snow accumulation must be removed from the site.

STORM WATER MANAGEMENT

34. The Owner agrees to develop and maintain the Subject Lands, including the storm water management facilities designed by a Professional Engineer, in accordance with a site plan that has been submitted to and approved by the Town Engineer or his delegate. Furthermore, the Owner shall have the Professional Engineer who designed the storm water management system certify to the Town that he/she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the Town and is functioning properly.

INSPECTIONS

35. The Owner hereby grants permission to the Town and its agents, contractors, and employees to enter upon the Subject Lands at any time or times to perform such inspections as the Town deems reasonably necessary to determine whether the Development is in compliance with and continue to be in compliance with the provisions of this Agreement.
36. The Owner grants the Grand Valley and District Fire the ability to conduct a fire inspection prior to occupancy at the Owner's expense.

EMERGENCY REPAIRS

37. During the development of the Subject Lands, the Town and its agents, contractors and employees may enter upon the Subject Lands at any time or times without notice for the purpose of making emergency repairs to the Development at the Owner's expense. Such entry and repair shall not be deemed to be an assumption by the Town of any liability in connection with the development of the Subject Lands, nor a release of the Owner from any of its obligations under this Agreement.

ADDITIONAL WORKS

38. If at any time or from time to time during the development of the Subject Lands, the Town is of the opinion that it is necessary to supply, install or construct additional works in order to adequately provide services for the Subject Lands or in order to prevent damage to any other lands, the Owner shall supply, install, or construct such additional works at the request of the Town. Without limiting the generality of the foregoing, this shall include circumstances where additional works are required as a result of previously unknown or unforeseen conditions.

OWNER'S EXPENSE

39. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires. The Owner shall reimburse the Town forthwith on demand, for all reasonable administrative, planning, legal, surveying, engineering, inspection, enforcement and/or other costs or expenses whatsoever incurred by the Town, or any of its agents, in connection with Development of the Subject Lands.

COSTS

40. The Owner shall pay to the Town, forthwith upon demand, all costs and expenses incurred by the Town, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the Town, and all legal, surveying, planning, administrative, inspection, enforcement and engineering costs and the costs of any consultants retained by the Town incurred in connection with this agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this agreement and the registration thereof on title to the Subject Lands. In the event that the Owner does not reimburse the Town as aforesaid, the

Town may, at its sole discretion, on thirty (30) days written notice to the Owner, use the Security or any part thereof for the payment in full of such costs or expenses.

INDEMNITY

41. The Owner hereby covenants and agrees to waive any right or entitlement they may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Town, its Mayor and Councillors, employees, workers, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Town, its Mayor and Councillors, employees, workers, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Town, its Mayor and Councillors, employees, workers, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Services.

DEFAULT

42. In the event of any default by the Owner pursuant to any of the terms of this agreement, in addition to any other remedies available to the Town and without any limitation thereof, the Town may:

- a) draw on the Security in whole or in part;
- b) undertake or complete any obligation of the Owner hereunder;
- c) enter upon the Subject Lands through its servants or agents for any purpose whatsoever;
- d) issue a stop work order with respect to any further development, redevelopment, or work upon the Subject Lands pursuant to the *Building Code Act* or other applicable legislation; and
- e) recover from the Owner all costs plus an additional 10% (as an administration fee) and expenses incurred by the Town whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes.
- f) the cost of performing said work may form a lien against the Subject Lands. The Town, at its sole option, acting reasonably may also suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Town to the Owner.
- g) at the expense of the Owner, register notice on title to the Subject Lands of the termination and/or suspension of this Agreement.

CONSTRUCTION LIEN ACT

43. The Owner shall comply with all of the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended, including retention of all holdbacks and funds required. The Owner shall at its own expense, within ten (10) days of receiving written notice from the Town to do so, pay or otherwise discharge or vacate any lien, charge or claim brought or registered pursuant to the Act (whether perfected or not) which affects any lands owned by the Town or in which the Town has an interest, and which arise out of the performance of this Agreement.
44. The Owner hereby indemnifies the Town from and against all suits and claims of any nature arising out of or connected with the carrying out of the Owner's obligations pursuant to this Agreement and, particularly, against any claim(s) pursuant to the *Construction Lien Act*. This indemnity does not extend to the negligence of the Town, its employees, agents, or contractors.
45. Any reductions in the Security are subject to the provisions of the *Construction Lien Act* and the Town shall retain a holdback in accordance with the said Act and in accordance with the *Construction Lien Act* provisions of this Agreement.
46. The Town may use all or part of the Security to pay, discharge, vacate and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the *Construction Lien Act* which affect any lands owned by the Town including public highways in the event that the Owner defaults in respect of its obligations of this Agreement relating to the purpose of the Security.

FEES

47. The Owner agrees to prepay all applicable fess and development charges, as per Schedules "C" and "G".

REMEDIES

48. The rights and remedies provided for in this Agreement are in addition to and shall not limit the ability of the Town to take such actions as may be available to it to ensure compliance with the requirements of this Agreement.

NOTICE

49. To be effective, a Notice must be in writing and delivered (a) personally, either to the individual designated below for that party, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below (b) by fax, (c) by registered mail; to the address set out opposite the party's name below or to any other address for a party as that party from time to time designates to the other parties in the same manner:

To the Owner at:

2222183 Ontario Inc. o/a CEPE International
105 Whitehall Drive
BRAMPTON ON L6P 1E3

To the Town at:
The Corporation of the Town of Grand Valley
5 Main Street North
GRAND VALLEY ON L9W 5S6

Any Notice is effective:

(i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was delivered before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day;

(ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day; or,

(iii) if by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service, Notice must be given by means other than mail; or,

(iv) if by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient, if that day is a Business Day and if the confirmation was received before 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

NOTICE ON TITLE

50. NONE

REGISTRATION

51. The Town shall be entitled to register this Agreement upon the title to the Subject Lands and the title to the subject lands at the Owner's expense and the Owner shall execute any document that may be required to allow such registration.

MORTGAGEE SAME AS OWNER

52. The Mortgagee, its successors and assignees agree that in the event it obtains the equity of redemption of the Subject Lands or conveys the Subject Lands by way of power of sale or realizes on its security, the Subject Lands shall be subject to the terms of this Agreement in the same manner as if it or the purchaser had executed this Agreement as the Owner. The Mortgagee hereby postpones its mortgage in favour of this Agreement.

INSURANCE

53. The Owner hereby covenants to obtain insurance in accordance with all respects with the provisions of Schedule "D" of this Agreement. The Owner hereby acknowledges that the Town intends to rely on the said letter from the Owner's insurance company(ies).

COVENANTS & EASEMENTS

54. The Owner agrees to provide all required covenants and easements in accordance with SCHEDULE "E" of the Agreement.

TAXES

55. Prior to commencing construction of the Development, the Owner shall pay any and all outstanding taxes pertaining to the Subject Property and property taxes shall remain current and paid throughout the term of this Agreement

COUNCIL DISCRETION

56. Notwithstanding any other provision of this Agreement, the Owner acknowledges and agrees that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter the Council of the Town in the exercise of any of its discretionary powers. The Owner hereby acknowledges and agrees that it does not expect and shall not receive any advantageous planning or other consideration by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

SEVERABILITY

57. The invalidity of any provision of this Agreement shall not affect any other provision of it, and, if any particular provision of this Agreement is declared to be invalid by a court or tribunal of competent jurisdiction, this Agreement shall be construed as if the invalid provision had been omitted.

GOVERNING LAW

58. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

COVENANTS

59. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Town shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent Owners of the Subject Lands.

GENERAL

60. The Owner acknowledges being advised that they should obtain independent legal advice prior to executing this Agreement and that, should they choose to execute this Agreement without having obtained independent legal advice, they have done so of their own accord.

61. The failure of the Town to insist on strict performance of any of the terms, provisions, covenants, or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Town may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants, and obligations contained in this Agreement;
62. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or 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 clause may be pleaded as estoppel against the Owner in any such proceedings.
63. The headings in this Agreement are for convenience of reference only.
64. This Agreement shall be read with such changes in gender and number as the context may require.

COUNTERPARTS

65. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together, constitute one single document. Counterparts may be in an electronically scanned form. Parties transmitting electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement.

ADDITIONAL CONDITIONS

66. A Construction Management Plan (CMP) will be required to be submitted and approved by the Town with the submission of the Municipal Approval/Building Permit Application. Coordination and timing of the reconstruction of Watson Road must be addressed in the CMP.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.
SIGNED, SEALED AND DELIVERED

In the presence of:

**2222183 Ontario Inc. o/a CEPE
International**

Name: _____

Name: _____

I/We have authority to bind the
Corporation.

**THE CORPORATION OF THE
TOWN OF GRAND VALLEY**

DATED AND SIGNED, per By-law 2023-06,
at the Town of Grand Valley this

24 day of January, 2023.

STEVE SOLOMAN – MAYOR

MEGHAN TOWNSEND
CAO/CLERK-TREASURER

SCHEDULE "A"

LEGAL DESCRIPTION OF SUBJECT LANDS

Lot 3, Plan 130

Municipally known as:

10 Watson Drive (Roll #106585)

SCHEDULE "B"

APPROVED DRAWINGS AND REPORTS

Report/Plan	No.	Author	Date	REVISION & Date
Cover Page		RA ENGINEERING INC.		2 nd - Nov 01/22
Project Data & OBC Matrix	A100	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
3D Views	A200	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
3D Streetview	A201	RA ENGINEERING INC.	Nov 01/22	1 st - Jan 19/23
Site Plan	A300	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Level 1 Floor Plan	A400	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Proposed Exterior Elevation 1	A500	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Proposed Exterior Elevation 2	A501	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
General Notes	C100	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Overall Site Plan	C101	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Servicing Plan	C200	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Grading Plan	C300	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Storm Drainage Plan	C400	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Pre-Development Drainage Plan	C401	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Post-Development Drainage Plan	C402	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Sanitary Drainage Plan	C500	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Erosion and Sedimentation Plan	C600	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Standard Details 1	C700	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Standard Details 2	C701	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Standard Details 3	C702	RA ENGINEERING INC.	Apr 13/22	3 rd - Nov 01/22
Standard Details 4	C703	RA ENGINEERING INC.	Sep 01/22	2 nd - Nov 01/22
Standard Details 5	C704	RA ENGINEERING INC.	Sep 01/22	2 nd - Nov 01/22
Standard Details 6	C705	RA ENGINEERING INC.	Sep 01/22	2 nd - Nov 01/22
Standard Details 7	C706	RA ENGINEERING INC.	Sep 01/22	2 nd - Nov 01/22
Turning Movement Plan - Tractor Trailer & Truck 1 Entering	C800A	RA ENGINEERING INC.	Sep 01/22	3 rd - Nov 01/22
Turning Movement Plan - Tractor Trailer & Truck 2 Exiting	C800B	RA ENGINEERING INC.	Sep 01/22	3 rd - Nov 01/22
Turning Movement Plan - 72 ft Tractor Trailer 1 Entering	C801A	RA ENGINEERING INC.	Sep 01/22	3 rd - Nov 01/22
Turning Movement Plan - 72 ft Tractor Trailer 2 Exiting	C801B	RA ENGINEERING INC.	Sep 01/22	3 rd - Nov 01/22
Turning Movement Plan - Fire Truck	C802	RA ENGINEERING INC.	Sep 01/22	3 rd - Nov 01/22
Parking Justification Report		RA ENGINEERING INC.		
Planning Justification Report		RA ENGINEERING INC.	May 27/22	

Functional Servicing Report		RA ENGINEERING INC.	May 27/22	
Geotechnical Report		Toronto Inspection Ltd. Geo Environmental Consultants	Nov 12/21	

SCHEDULE "C"

SECURITIES & FEES (Cash Payments)

Secured Work		Amount For Site Plan Security (ROUNDED)
ON-SITE WORKS		
	Total	25% ON-SITE WORKS
Grading	\$91,700	\$22,925.00
Site Servicing	\$233,087.50	\$58,272.00
Pavements, Curbs & Sidewalks	\$48,180.20	\$12,045.00
Retaining Wall	\$178,983.52	\$44,738.00
Landscaping	\$8,000	\$2,000.00
Erosion Sedimentation Control	\$4,500	\$1,125.00
Contingency (10%)	\$56,442.12	\$14,111.00
ON-SITE WORKS (25% of Total)		\$155,216.00
OFF-SITE WORKS		100% OFF-SITE WORKS
Road Restoration	\$15,000.00	\$15,000.00
Removals/Site Grading/Preparation	\$10,000.00	\$10,000.00
Water Service		TBC
Contingency (10%)		TBC
OFF-SITE WORKS (100% of Total)		TBC
PERFORMANCE GUARANTEE		\$10,000.00
TOTAL		TBC

List of Fees (Cash Payments)

Development Charges (As per By-law 2019-42, as amended)	NIL
Municipal Approval	\$125.00
TOTAL FEES (Cash Payments)	\$125.00

SCHEDULE "D"

INSURANCE REQUIREMENTS

Prior to commencing any Development and/or construction of any Services and/or the issuance of a Building Permit for the Development, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Town Treasurer. Such policy or policies shall be issued in the joint names of the Owner and the Town and shall remain in the custody of the Town Treasurer during the life of this Agreement. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The policy shall be in effect for the period of this Agreement, including the period of guaranteed maintenance. It is agreed that no blasting shall occur on the property without insurance and approval of the Town. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Town, from time to time as the Town Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

SCHEDULE "E"

EASEMENTS AND CONVEYANCES

(may be provided as a condition of other planning approvals)

NONE.