

The Corporation of the Town of Grand Valley

By-law 2022-17

A By-law to authorize the execution of a Development Charge Credit Agreement between Moco Farms Limited, Cor Seed Incorporated and the Corporation of the Town of Grand Valley.

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001 c. 25 grants a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act,

AND WHEREAS Section 27 of the *Development Charges Act, 1997*, S.O. 1997, c.27 permits a municipality to enter into an agreement with a person who is required to pay a development charge providing for all or any part of a development charge to be paid before it would otherwise be payable,

AND WHEREAS it is deemed expedient that the Corporation of the Town of Grand Valley enter into a Development Charge Credit Agreement for the purposes of funding upcoming development infrastructure projects,

AND WHEREAS the Town has agreed to provide the Developer with a credit equal to the funding provided pursuant to this Agreement to be applied against future Development Charges payable by the Developer,

NOW THEREFORE The Council of the Corporation of the Town of Grand Valley enacts as follows:

1. That the Town enter into a Development Charge Credit Agreement with Moco Farms Limited and Cor Seed Incorporated,
2. That the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the Corporation, and
3. That this By-law comes into full force and effect on the date it is enacted.

Read a first and second and third time and finally passed this 22nd day of February 2022.



Steve Soloman, Mayor



Meghan Townsend, CAO/Clerk-Treasurer

DEVELOPMENT CHARGE CREDIT AGREEMENT

THIS AGREEMENT is dated and effective as of February 22, 2022

B E T W E E N:

**Cor Seed Incorporated
Moco Farms Limited**
(hereinafter collectively referred to as the “**Developer**”)

and

THE CORPORATION OF THE TOWN OF GRAND VALLEY
(hereinafter referred to as the “**Town**”)

RECITALS

- A. All capitalized terms in these recitals shall have the meanings set out in the latter sections of this Agreement unless specifically defined within the recitals.
- B. The Developer owns and intends to develop the lands more particularly described in Schedule “A” to this Agreement (the “**Developer’s Lands**”), being lands located within the urban boundary of the Town of Grand Valley and identified as the Cor Seed and Moco subdivisions.
- C. The Town, with the assistance of its consulting engineer, R. J. Burnside, has determined that certain works (the “**Required Servicing Works**”) are required to permit the proposed development on the Developer’s Lands, together with other lands in the Town.
- E. The estimated costs of construction of the Required Servicing Works are contained in a Development Charge Background Study prepared by Watson & Associates Economists Ltd. in 2019 and subsequently updated in 2021, the results of which are reflected in the Town’s DC By-law.
- F. The Developer requires the construction of the Required Servicing Works to permit the development of the Developer’s Lands, however the Town has not yet collected Development Charges to fund the construction of the Required Servicing Works. Therefore, in order to assist the Town with its cash flow and permit the Required Servicing Works to be constructed sooner, the Developer has agreed to contribute to funding the construction of the Required Servicing Works (the “**Developer’s Funding Contribution**”).
- G. The Developer has applied for and the Town has granted allocation for 173 water and wastewater SDEs in order to fully service the Moco lands and 101 water and wastewater SDEs for the Cor Seed lands, which allocation was granted by Council for the Town on May 31, 2021.
- H. The Town has agreed to provide the Developer with a credit equal to the funding provided pursuant to this Agreement to be applied against future Development Charges payable by the Developer.

THE PARTIES AGREE as follows:

**Article 1
DEFINITIONS**

1.1 Definitions

In this Agreement and the attached Schedules, the words and expressions listed in this Article shall have the meanings set out below:

- a) **"Additional DC Credit Agreement"** has the meaning given to that term in s. 3.2 of this Agreement.
- b) **"Agreement"** means this Agreement between the Developer and the Town, including all Schedules attached hereto.
- c) **"Building Permit"** means a permit issued by the Chief Building Official of the Town, pursuant to Section 8 of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended.
- d) **"Business Day"** means any day other than a Saturday, Sunday, holiday or any other day on which the Town's offices are not open to the public.
- e) **"Developer's Funding Contribution"** means the Developer's payment towards the cost of the Required Servicing Works in the amount set out in Schedule "B".
- f) **"Developer's Lands"** shall have the meaning as set out in Recital A.
- g) **"Development Charges"** means development charges imposed under the DC By-law pursuant to the DC Act (but does not include any other eligible development charges for other levels of government or educational bodies).
- h) **"DC Act"** means the *Development Charges Act*, S.O., 1997, c. 27, as amended.
- i) **"DC By-law"** means development charge By-law No. 2019-42, as amended, that was enacted by the Town in accordance with the DC Act and any successor development charge by-law.
- j) **"DC Credit"** means a Development Charge credit granted by the Town to the Developer in accordance with the provisions of this Agreement against Development Charges payable by the Developer pursuant to the DC By-law.
- k) **"Participating Owner"** has the meaning given to that term in s. 3.2 of this Agreement.
- l) **"Required Servicing Works"** means the water and wastewater infrastructure set out in Schedule "C" to this Agreement.

1.2 Schedules

The following Schedules referred to in this Agreement shall be deemed to form part hereof:

Schedule "A"	Legal Description of Developer's Lands
Schedule "B"	Developers' Funding Contribution
Schedule "C"	Description of Required Servicing Works

**Article 2
PURPOSE OF AGREEMENT**

2.1 Acknowledgements

The Developer's Funding Contribution is being provided by the Developer for the purpose of assisting the Town in funding the cost of the Required Servicing Works more particularly described in Schedule "C". The Developer acknowledges that the Required Servicing Works are required for the development of the Developer's lands in the Town.

Article 3 DEVELOPER'S FUNDING CONTRIBUTION

3.1 Delivery of Developer's Funding Contribution

Concurrent with the execution of this agreement by the Developer, the Developer shall remit to the Town the Developer's Funding Contribution as set out in Schedule "B". The Developer's Funding Contribution shall be remitted by delivery of a bank draft, certified cheque or letter of credit in a form satisfactory to the Town in its sole discretion.

3.2 Funding Contribution Default, Notice & Remedy

The parties acknowledge that other owners of development lands in the Town will enter into agreements that are similar to this Agreement (each being an "**Additional DC Credit Agreement**") to address the funding of the Required Servicing Works to assist the Town in payment of the cost of the same. The Town will use the funds from each Additional DC Credit Agreement to partially pay for the Required Servicing Works. The Parties agree that any excess may be retained by the Town and used towards other development charge projects and that the full amount of the DC Credit will still be given to the Developer.

Should any of the other owners of development lands fail to enter into an Additional DC Credit Agreement with the Town, as contemplated in Schedule "B" to this Agreement, on or before February 25, the Town shall provide notice of the resulting funding shortfall to the Developer, and to any other owners of development lands who have entered into an Additional DC Credit Agreement with the Town ("each being a "**Participating Owner**"). That notice will provide the Participating Owners with a period of thirty (30) Days to elect to pay the Town the amount of the funding shortfall, in whole or in part, but shall have no obligation to do so. The distribution of the contributions to remedy the funding shortfall will be determined directly among those parties wishing to contribute if there are more than one. If the Developer contributes funds to remedy a funding shortfall, the Developer's entitlement to DC Credits will be increased by the amount paid by the Developer to the Town in excess of the amount contemplated in Schedule "B". Schedule "B" shall thereafter be deemed to be revised accordingly, without further amendment to this Agreement.

Should the Town be unable to secure the total funding set out in Schedule "B" through this Agreement and Additional DC Credit Agreements with Participating Owners, the Town may, in its sole discretion decline to carry out the Required Servicing Works at this time, or enter into such alternative arrangements for the funding of such works as it sees fit. In either such case, the Town will provide the Developer with a notice that Agreement has been terminated, following which both parties shall be released from all obligations set out herein. Upon termination of this Agreement as contemplated in the preceding sentence, the Developer's Funding Contribution shall be returned to the Developer without interest, unless the parties agree otherwise. If the Town does not provide the notice described above, then the Town will be deemed to have elected to

proceed with the construction of the Required Servicing Works, in good faith, and in a timely manner.

3.3 Use of Funding Contribution and Reporting by Town

The Town shall use the Developer's Funding Contribution for the purposes of completion of the Required Servicing Works, and shall use best efforts to complete the Required Servicing Works expeditiously, with any excess being used to fund other development charge projects, in the Town's sole discretion and in such case, the full amount of the DC Credit will still be given to the Developer.

The Town shall provide the Developer with regular status updates regarding the progress of the design and construction of the Developer's Funding Contribution, along with such summary accounting information as the Town may see fit with respect to project payments and cost updates as the project proceeds.

Such updates shall be provided at a minimum every three (3) months and shall be initiated upon the execution of this Agreement and shall end upon completion and final payment of the Required Servicing Work costs with a final payment reconciliation in accordance with the requirements of this Agreement.

The Town will endeavor to complete the Required Servicing Works by February 2023; however, that schedule may be delayed by global supply chain issues, delays in obtaining approvals from external agencies, or other unforeseen circumstances. At any time prior to commissioning the Required Servicing Works, the Town Engineer may assess this stated completion date of February 2023 and may consider the release of a limited number of Building Permits for Participating Owners. The number of Building Permits released prior to the commissioning will be at the sole discretion of the Town Engineer, taking into account the location of the Building Permit, the proposed occupancy date of the house, and the projected date for commissioning the Required Servicing Works.

If the Developer has provided a Letter of Credit as its Funding Contribution, the Town shall draw down on that Letter of Credit as needed, with notice to the Developer in advance, and should any funds remain on the Letter of Credit upon completion of the Required Servicing Works, the remainder of the Letter of Credit shall be applied to future Development Charge projects, at the Town's discretion and in that case, the full amount of the DC Credit will still be given to the Developer.

3.4 DC Credits

The Developer shall receive, in aggregate, DC Credits equal to the Developer's Funding Contribution paid to the Town pursuant to this Agreement. It is acknowledged that the Developer's Development Charge credit will be subject to indexing in the same manner and at the same intervals as the Development Charges in the DC Bylaw, and shall also be subject to adjustment for actual costs of the Required Servicing Works as provided for in Section 3.7 of this Agreement.

3.5 Application of DC Credits

The Parties acknowledge and agree that the Developer shall be required to pay Development Charges in accordance with the Town's DC By-law and that the

Development Charges payable shall be subject to indexing and/or amendment in the normal course in accordance with the DC By-law and the DC Act.

Until the Developer's aggregate DC Credits as identified in Schedule "B", as amended from time to time and subject to the provisions of section 3.7(f), are exhausted, whenever Development Charges become payable by the Developer, the amount of the Development Charges payable by the Developer shall be deducted from the Developer's remaining DC Credit, rather than being paid to the Town. The Town shall provide an accounting of the Developer's remaining DC Credits upon request.

3.6 Transfer of DC Credits

If the Developer wishes to transfer all or part of its DC Credits prior to the use of all or part of its DC Credits, the entitlement to any remaining DC Credits pursuant to this Agreement shall, at the Developer's sole option, accrue to an assignee or successor in title of the Developer or to any other third-party transferee. In such instance, the Developer shall provide a written direction to the Town authorizing the Town to allocate the specified value of outstanding DC Credits to the applicable party, assignee, or successor in title.

Notwithstanding the foregoing, no DC Credit shall be transferrable until the Developer's Funding Contribution has been provided in full to the Town in accordance with paragraph 3.1 and until the transferee has entered into a transfer agreement with the Town and the Developer, in which the transferee assumes the responsibilities of the Developer (including providing a replacement letter of credit, if applicable) pursuant to this Agreement in a manner satisfactory to the Town, acting reasonably.

3.7 Cost Adjustment

The Developer's Funding Contribution shall be subject to readjustment by the Town in the event that the actual costs of design and construction of the Required Servicing Works differs from the estimated cost of the works which form the basis upon which the Developer's Funding Contribution has been established pursuant to this Agreement, in accordance with the following:

- a) Upon the Town awarding a contract for the construction of the Required Servicing Works, should the cost payable pursuant to the said contract exceed the estimated cost set out in Schedule "B", the contract cost exceedance shall be divided among the Participating Owners in the proportion set out in Schedule "B", as determined by the Town, and the Town shall issue a notice to the Developer setting out the required increase to the Developer's Funding Contribution. Within thirty (30) days of receipt of such a notice, the Developer shall remit any further amount owing as set out in the notice and in the manner provided for in section 3.1 of this Agreement. In the event that the contract cost is less than the estimate, the Town shall retain any overpayment until the final cost adjustment, as provided for in subparagraph c), below.
- b) Upon approval of any change order by the Town, acting reasonably, which increases the costs associated with the Required Servicing Works, such cost increase shall be divided among the Participating Owners in the proportion set out in Schedule "B", as determined by the Town and the Town shall issue a notice to the Developer setting out the required increase to the Developer's Funding Contribution. Within 30 days of

receipt of such a notice, the Developer shall remit any further amount owing as set out in the notice and in the manner provided for in section 3.1 of this Agreement.

- c) Upon determination of the actual final cost to complete the Required Servicing Works, the Town shall issue a notice of any Developer's Funding Contribution adjustment required and the Developer shall remit any further amount owing to the Town in the manner provided for in section 3.1 within thirty (30) days of the delivery of such notice.
- d) Prior to the Developer being required to remit any readjustment payment to the Town pursuant to this Section, the Town shall provide a report from its consulting engineer that contains an updated cost estimate, a statement of the portion of the Required Servicing Works completed and associated values paid to the date of the report, as well as an updated estimate of the cost to complete the Required Servicing Works.
- e) The Developers' DC Credits shall be increased by the amount of any Developer's Funding Contribution adjustment actually paid to the Town pursuant to this section.
- f) Should the Developer fail to make any payment to the Town within the time frame required by this Agreement, the amount of such missed payment, together with interest, as determined by the Town in its sole discretion shall be deducted from the DC credit.
- g) The Town shall consult with the Developer during the tender process for the purposes of achieving the lowest bid for the Required Servicing Works, including providing the Developer with a draft of the tender package for comment prior to issuance and notification to the Developer when the tender package is available for prospective bidders to review. The Developer acknowledges the Town's obligations under their Procurement By-law to open and transparent procurement and that received bids shall only be reviewed by the Town after the bid period closes, in accordance with the tender package requirements.

Article 4 REPRESENTATIONS AND WARRANTIES

4.1 Town's representations and warranties

The Town represents and warrants, as of the date of this Agreement, that:

- a) It is a municipal corporation duly established and organized under the laws of the Province of Ontario;
- b) It has all necessary capacity, power and authority to enter into this Agreement and, subject only to the qualifications expressly provided in this Agreement, to carry out the provisions of this Agreement;
- c) This Agreement has been duly authorized by a by-law enacted by the Council of the Town and all necessary steps have been taken to authorize the Town to execute and deliver this Agreement;
- d) Upon execution of this Agreement by the undersigned on behalf of the Town, this Agreement will be valid and binding and enforceable in accordance with its terms;
- e) Neither the execution and delivery of this agreement, nor the fulfilment of or compliance with the terms and conditions hereof:

- i. Conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under the constating documentation of the Town; and
 - ii. Conflicts in a material respect with or will conflict in a material respect with, or result in a material breach of any of the terms, conditions or provisions of or constitute material default under any material agreement, licence or other instrument to which the Town is a party or by which it is bound; and
- f) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Town which could reasonably be anticipated to materially adversely affect its ability to perform its obligation under this Agreement.

4.2 Developer's Representations and Warranties

The Developer represents and warrants, as of the date of this Agreement, that:

- a) It is duly incorporated, organized and subsisting under the laws of the Province of Ontario;
- b) It is the sole registered, beneficial, or equitable owner of the Developer's Lands;
- c) It has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement;
- d) It has voluntarily entered into this Agreement and has sought independent legal advice with respect to all aspects of this Agreement;
- e) Neither the execution and delivery of this agreement, nor the fulfilment of or compliance with the terms and conditions hereof:
 - i. Conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under the constating documentation of the Developer; and
 - ii. Conflicts in a material respect with or will conflict in a material respect with, or result in a material breach of any of the terms, conditions or provisions of or constitute material default under any material agreement, licence or other instrument to which the Developer is a party or by which it is bound; and
- f) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Developer which could reasonably be anticipated to materially adversely affect its ability to perform its obligation under this Agreement.

Article 5 GENERAL PROVISIONS

5.1 Force Majeure

In the event that any party shall be delayed or hindered in or prevented from the performance of any act required by such party under this Agreement by reason of acts of God, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a

period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

5.2 Other Agreements

Nothing in this Agreement shall prevent the parties from entering into other agreements under the DC Act with respect to any lands in the Town that are owned by the Developer.

5.3 No Complaint

As the Developer is participating in this Agreement upon its own accord, the Developer shall not make any complaint with respect to the Developer's Funding Contribution and the Cost Adjustment in Section 3.7, or otherwise challenge or dispute such payment as established pursuant to this Agreement.

5.4 Further Documents

The Town and the Developer agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Town or the Developer to reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

5.5 Execution in Counterparts and Facsimile or Electronic Transmissions

The parties agree that this Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Any party shall be entitled to execute a copy of this Agreement and deliver such executed copy to the other by facsimile transmission or electronic transmission which delivery shall bind such party in the same fashion as if such copy was an original and such party shall be deemed to undertake the delivery of an originally signed copy of this Agreement to the other parties within five (5) Business Days of execution.

5.6 Entire Agreement

This Agreement and the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, reports, recommendations, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. None of the parties hereto shall be bound by or charged with any oral or written agreements, representations, reports, recommendations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on or before the execution of this Agreement. There is no collateral agreement, condition or term applicable thereto, other than as expressed or referred to herein in writing.

5.7 Severability

If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case the parties agree to negotiate in

good faith to amend this Agreement in order to implement the intentions as set out herein. The parties agree that they shall not question the legality of any portion of this Agreement, nor question the legality of any obligation created hereunder. The parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

5.8 Defence of Agreement

If the legality, validity or enforceability of this Agreement or the capacity and authority of the Town to enter into this Agreement and carry out or enforce its provisions is called into question or challenged in any way whatsoever in any action, appeal, review or proceeding of any kind whatsoever before a Court of competent jurisdiction or any administrative tribunal by any person, the Town shall defend and support the legality, validity or enforceability of this agreement and the capacity and authority of the Town to enter into this agreement and carry out or enforce its provisions provided the Developer indemnifies and save harmless the Town in such defence and provides support as the Town may reasonably require including, without limiting the generality of the foregoing, becoming a party at the Developer's sole cost and expense in any such action, appeal, review or proceeding. The Developer and the Town shall be and are hereby estopped from asserting in any proceeding at any time and in any forum that the Town does not or did not have lawful authority to enter into this Agreement, or that any of the terms of this Agreement are not within the jurisdiction or capacity of the Town to enter into.

5.9 No Development Rights Conferred

A funding contribution by the Developer does not confer upon the Developer, either collectively or individually, any development rights not otherwise existing, nor does a funding contribution by the Developer fetter in any way the Town's exercise of its jurisdiction pursuant to the *Planning Act* or any other legislation with respect to any application, without limiting the generality of the foregoing including an application for an official plan amendment, zoning by-law amendment, subdivision approval, or development approval.

5.10 Amendments

The parties hereto may only amend this Agreement by further agreement in writing executed by all parties hereto.

5.11 Notices

Any notices to be given under the terms of this Agreement shall be in writing and shall be given to the applicable party by regular mail or email at the address or email address as follows:

To the Developer:

Cor Seed Inc
Moco Farms Ltd.
c/o Mario Cortellucci
2800 Highway 7 West
Suite 301

Vaughan Ontario
L4K 1W8

To the Town:

Ms. Meghan Townsend
CAO/Clerk-Treasurer
Town of Grand Valley
5 Main St. N.
Grand Valley, Ontario L9W 5S6
Email: mtownsend@townofgrandvalley.ca

provided that, where mailed, it shall be deemed to be received on the fifth Business Day following the date of mailing, and where delivery is by e-mail after 5 p.m. EST, on the next Business Day.

5.12 Successors and Assigns

This Agreement shall be enforceable by and against the parties, their heirs, executors, administrators, successors and assigns.

5.13 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

5.14 Time of the Essence

Time shall be of the essence of this Agreement and every part thereof.

5.15 Currency

All references to currency in this agreement shall be references to Canadian Dollars.

5.16 Recitals

The parties hereby acknowledge that the Recitals to this Agreement are true and correct and form part of this Agreement.

5.17 Singular and Plural

Words importing the singular include the plural and vice versa.

5.18 Articles and Section Numbers

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

5.19 Calculation of Time Periods

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

IN WITNESS WHEREOF, the parties hereunto have affixed their corporate seals as attested by the signatures of their duly appointed signing officers.

Cor Seed Incorporated

Per: _____ c/s
Mario Cortellucci, President

I have authority to bind the corporation.

Moco Farms Limited

Per: _____ c/s
Mario Cortellucci, President

I have authority to bind the corporation

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

Steve Soloman, Mayor

Signed under By-law 2022-_____

Meghan Townsend, CAO/Clerk-Treasurer c/s

SCHEDULE "A"
LEGAL DESCRIPTION OF DEVELOPER'S LANDS

Moco Farms Limited

East Luther Con 1 PT Lots 31 RP 7R859 PT Part 1

Lands commonly described as "Moco Farms," Draft plan of subdivision 22T-201502.

The Development Lands are located in Part of North Half of Lot 31, Concession 1 in the former Township of East Luther.

Corseed Farm

Lands commonly described as "Corseed Farm," Draft plan of subdivision 22T-201601.

The Development Lands are located in Part of Lot 30, Concession 2 in the former Township of East Luther.

Thomasfield Homes Limited – Mayberry Hill Phase 3B

East Luther Con 2 PT Lots 29 and 30 RP 7R5564 PT Part 1

Lands commonly described as "Mayberry Hill, Phase 3B", Draft plan of subdivision 22T-301501

The Development Lands are located in Part of Lot 29 & 30, Concession 2 of the former Township of East Luther and include Part of Block 110, All of Blocks 107,108, 109 and 112 of Registered Plan 7M-53

SCHEDULE "B"
DEVELOPER'S FUNDING CONTRIBUTION

Water Supply Treatment Pumphouse

Moco	\$ 900,178
Corseed:	\$ 543,659
Thomasfield	\$1,070,151

Wastewater Pumping Station in the South-East Quadrant

Moco	\$1,445,000
Corseed	\$1,055,000

SCHEDULE "C"
REQUIRED SERVICING WORKS

Water Supply Treatment Pumphouse

1. Water Treatment Pumphouse

Wastewater Pumping Station in the South East Quadrant

1. SPS in Southeast Quadrant