

SITE PLAN AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2020.

B E T W E E N:

**JOHN MAURICE WEST and
JOHN WEST CONSTRUCTION INC.**
(hereinafter collectively called the "Owner")

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
(hereinafter called the "Municipality")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands");

AND WHEREAS the Owner desires to develop and maintain the Subject Lands in accordance with the plans attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an "area of site plan control" by by-law of the Corporation of the Township of Cramahe passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Municipality requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner's proposed development on the Subject Lands;

NOW THEREFORE in consideration of the premises and the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto agree as follows:

DEFINITIONS

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Municipal Engineer" shall mean the engineer for the Municipality or such person or persons designated in writing from time to time by the Municipality.

- (c) "Municipality" shall mean the Corporation of the Township of Cramahe.
- (d) "Owner" shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.

SCHEDULES

- 2. The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" -	Legal description of lands to be developed ("Subject Lands")
Schedule "B" -	Site Plan and Drawings
Schedule "C" -	Off Site Works/ Works Cost Estimates
Schedule "D" -	Performance Guarantee
Schedule "E" -	Insurance
Schedule "F" -	Regulations for Construction
Schedule "G" -	Other Provisions

The originals of the above-noted Schedules, as approved by the Municipality, are available at the Municipal Clerk's office for inspection during regular business hours.

REGISTRATION AND CERTIFICATION

- 3.
 - (a) The Owner shall, prior to the execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands.
 - (b) The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registrable form.
 - (c) Each of the Mortgagees to the full extent of its respective interest in the Subject Lands, hereby consents to the registration of this Agreement and for itself, its heirs, executors, administrators, successors and assigns, hereby subordinates and postpones all of its right, title and interest in the Subject Lands to the Municipality and to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
 - (d) The Owner hereby agrees that no part of the Subject Lands shall hereinafter be conveyed, transferred, mortgaged or leased separately, and that the whole of the Subject Lands shall be treated as a single lot for all future conveyances and no testamentary instrument, conveyance, transfer, charge, lease or application shall be executed or registered, which purports to deal with only part of the Subject Lands, without the prior written approval of the Municipality.
 - (e) The parties acknowledge and agree that in the event of any breach of this agreement, the Municipality shall not thereafter be required to issue any permits, provide any approvals or any services to benefit the whole or any part of the Subject Lands.

COMMENCEMENT OF DEVELOPMENT

4. The Owner covenants that it shall not commence any Development whatsoever on the Subject Lands until:
 - (a) this Agreement has been registered on title against the Subject Lands;
 - (b) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act;
 - (c) the Owner has executed and registered a Site Plan Agreement in form and content satisfactory to the Municipality and provided all required security or other payments required pursuant to such amending agreement; and
 - (d) all necessary permits and authorizations have been obtained by the Owner. It is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.

In the event that it comes to the attention of the Municipality that the Owner has failed to comply with any of the requirements of this Paragraph, the Municipality, upon seven (7) business days written notice to the Owner, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner. The Municipality may, at the expense of the Owner, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND SUPERVISION

5.
 - (a) The design and supervision of the construction and installation of all of the works shall be provided by a Professional Engineer retained by the Owner, who shall be certified to practice in the Province of Ontario. The Owner's Engineer shall file with the Municipal Engineer, prior to commencement of construction, a written undertaking with respect to the said works, which undertaking shall include the provision of the Engineer's Certificate upon completion that the execution of the works has been in accordance with the approved plans, Municipal standards and specifications and the terms of this Agreement.
 - (b) The Owner agrees that the cost of all design and supervision for all of the works shall be borne by the Owner.

SITE PLAN APPROVAL

6. The Municipality hereby approves all plans attached as Schedules hereto and the Owner covenants and agrees that the Subject Lands shall only be developed and maintained in strict accordance with the Schedules and terms of this Agreement and other plans filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner covenants that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

FACILITIES AND WORKS TO BE PROVIDED AND MAINTAINED

7. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:
- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the Schedules annexed hereto;
 - (ii) restrict parking for all vehicles on the Subject Lands to the parking areas illustrated on the Schedules annexed hereto;
 - (iii) construct all off-street vehicular loading and parking surfaces and the driveways leading thereto shown on the Site Plan, in accordance with the specifications for surfaces approved by the Municipality;
 - (iv) to mark all parking areas illustrated on the applicable schedules hereto with signs, immediately upon the completion of the construction of the parking areas;
 - (v) at all times, to properly maintain the parking areas, signs, loading areas, driveways, fire routes, exits and entrances, walkways, etc. on the Subject Lands;
 - (vi) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, fire routes, exits and entrances, parking areas, loading areas and walkways on the Subject Lands;
 - (vii) grade, alter in elevation and/or contour the Subject Lands in accordance with the Schedules annexed hereto and to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon shall be properly disposed of to the satisfaction of the Municipal Engineer. After the final grading is complete the Owner shall file with the Municipal Engineer a plan, under seal, prepared by an Ontario Land Surveyor or Professional Engineer, setting forth the final grades of the Subject Lands and written certification, under seal, that the grades are in conformity with the applicable Schedules annexed hereto. In the event that the grading, alteration in elevation and/or contouring of the Subject Lands does not provide for the proper disposal of storm or other surface water from the Subject Lands and from any buildings or structures thereon (notwithstanding the approval of same by the Municipality) the Owner shall be required to make such alterations to the grading, elevation or contouring of the Subject Lands as are required to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon are properly disposed of to the satisfaction of the Municipal Engineer;
 - (viii) ensure that all lighting facilities on the Subject Lands or on the buildings or structures to be constructed thereon are designed and constructed so as to divert light away from adjacent lands

and buildings and are in accordance with the requirements of all applicable legislation and regulations;

- (ix) store and dispose of garbage and other waste material in accordance with the Schedules attached hereto and the provisions of the Municipality's by-laws and in such a manner as the Municipality may from time to time direct;
 - (x) provide and maintain in a healthy and proper condition the landscaping, plantings, fencing and/or buffering shown on or described in the Schedules annexed hereto;
 - (xi) provide fire routes in accordance with and as shown on the Schedules attached hereto and the Owner shall obtain, install and maintain signs (approved by the Municipal Fire Chief) prohibiting parking at all times along the full length of the fire routes, to the satisfaction of the Municipal Fire Chief. The said fire routes shall be constructed in a manner satisfactory to the Municipal Fire Chief and without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Municipal Fire Chief prior to the occupancy of any building on the Subject Lands;
 - (xii) install new curbs, curb cuts, entranceways, sidewalks, and/or alter, relocate or remove such existing services as shown on the Schedules hereto; and
 - (xiii) The Owner acknowledges that the Subject Lands will be subject to the Municipality's Parking By-laws, including the By-laws regulating barrier free parking on private property. The Owner hereby agrees that it will install appropriate signage for the barrier free spaces which will include pavement marking and signage installed at a minimum of 1 metre above the ground and a maximum of 1.5 metres above the ground. The Owner shall be responsible for installing this signage prior to occupancy of the building and to maintain such pavement marking and signage, all of the foregoing to the satisfaction of the Municipality's Chief Building Official or designate.
- (b) The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of this Agreement shall be maintained by the Owner to the satisfaction of the Municipality and in default thereof the provisions of Section 446 of the Municipal Act, 2001, as amended from time to time, shall apply. The Municipality or the Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipality or the Municipal Engineer in their sole and absolute discretion, provide the Owner with a minimum of seven (7) business days written notice of the Municipality's intent to apply the provisions of Section 446 of the said Municipal Act and to provide a reasonable opportunity for the Owner to remedy the situation complained of prior to exercising the Municipality's authority to apply the provisions of Section 446 of the said Municipal Act.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

8. The Owner hereby acknowledges that it is solely responsible for obtaining 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.

INSPECTION

9. In addition to any other rights that the Municipality may have by statute or otherwise, representatives of the Municipality may, at any time and from time to time, inspect the development and the works being undertaken on the Subject Lands.

SECURITY FOR ON-SITE & OFF-SITE WORK/SERVICES

10. (a) Any facilities, works, services, utilities and other matters to be constructed beyond the limits of the Subject Lands (herein called the "Off-Site Works") and the estimated cost of constructing and installing same are set out Schedule "C" annexed hereto. The said Schedule "C" has been prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement.
- (b) In addition to describing the Off-Site Works and the estimated cost thereof, Schedule "C" hereto shall separately describe the works to be completed on the Subject Lands for which security is required (herein called the "On-Site Works"). For purposes of this Agreement, the phrase "Works Costs Estimate" shall mean the total of the estimated cost of the Off-Site Works and On-Site Works.
- (c) The Owner shall be responsible for, and shall upon demand forthwith pay to the Municipality the cost of any damage caused to the Municipality's roads, sidewalks, curbs, and entranceways as a result of the undertaking of the Owner's development. The amount of any such damages shall be fixed by the Municipal Engineer whose decision shall be final.
- (d) The Owner shall, within three (3) years of the date of this Agreement, complete the construction and installation of all the Off-Site Works and On-Site Works as outlined in the Schedule "C" attached hereto.

PERFORMANCE GUARANTEE

11. (a) In order to guarantee that the On-Site Works and Off-Site Works will be constructed and installed in accordance with the provisions of this Agreement, the Owner shall, contemporaneously with the execution of this Agreement, lodge with the Municipality "Performance Guarantee" consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in an amount equal to one hundred per cent (100%) of the Off-Site Works Estimate plus ten per cent (10%) of the On-Site Works Estimate as detailed on Schedule "C". The Performance Guarantee shall be in the form as set out in Schedule "D" hereto. The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.
- (b) Maintenance Security in the amount of 15% of the estimated total cost of construction of all Off-Site Works shall be provided by the Owner in a form acceptable to the Municipality prior to the release or reduction of the Performance Guarantee by the Municipality. The Maintenance Security shall be held by the Municipality for a minimum of twelve (12) months following the date of written acceptance of the Off-Site Works by the Municipality to provide

security for the Owner's obligation to correct any and all deficiencies that arise with the Off-Site Works within the said twelve (12) month period.

- (c) Performance Guarantee for Off-Site and On-Site Works shall not be released until all such Works have been completed to the satisfaction of the Municipality and if, required by the Municipality, written certification has been received from the Owner's engineer that all or any part of the Off-Site or On-Site Works have been completed in accordance with the requirements of the Agreement.

(d) **USE OF THE MAINTENANCE GUARANTEE**

The Owner agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Municipality deems fit:

- (i) If the Owner fails to properly maintain, repair or replace any or all of the Off-Site Works; or
- (ii) If a claim for lien is registered or a copy thereof given to the Clerk of the Municipality pursuant to The Construction Act, R.S.O. 1990, c.C.30 as amended from time to time relative to the construction of the Off-Site Works; or
- (iii) If the Owner fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising from or in connection with or in any way relating to: (i) the maintenance, repair or replacement of any or all of the Off-Site Works and/or (ii) the other provisions of this Agreement.

(e) **REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE**

The Maintenance Guarantee shall be retained by the Municipality until the Owner has provided the Municipality with satisfactory evidence there has been full compliance with the requirements of The Construction Act, R.S.O. 1990, c.C.30, and that the time for preserving liens has expired in relation to such work, services or materials for which the Municipality may, in the sole and absolute opinion of the Municipality's Solicitor, be liable.

The Municipality agrees to give seven (7) business days written notice to the Owner of the Municipality's intent to use all or any part of the Maintenance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Maintenance Guarantee.

USE OF PERFORMANCE GUARANTEE

- 12. The Owner agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner:

- (a) in any way makes or permits default in the Owner's obligations under this Agreement; or

- (b) fails to pay any fees, costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Off-Site Works and On-Site Works or the other provisions of this Agreement.

The Municipality agrees to give seven (7) business days written notice to the Owner of the Municipality's intent to use all or any part of the Performance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

INSURANCE

- 13. The Owner covenants and agrees to maintain insurance in accordance with the provisions of Schedule "E" of this Agreement.

The Owner shall obtain and maintain a policy or policies of insurance in accordance with the provisions of Schedule "E" of this Agreement and shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants to obtain, prior to the execution of this Agreement by the Municipality, a letter from the Owner's insurance company addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule "E" of this Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner's insurance company.

OWNER'S COSTS

- 14. (a) 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".
- (b) The Owner shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands or in respect of this Agreement.

TAXES

- 15. The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

CONSTRUCTION LIENS

16. It is agreed between the parties hereto that the registration of a claim for lien or the giving of a copy of a claim for lien to the Clerk of the Municipality pursuant to The Construction Act, R.S.O. 1990, c.C.30, as amended from time to time shall entitle the Municipality, in addition to any other remedies available to it, to use all or any part of the Performance Guarantee to satisfy the liabilities and obligations of the Municipality as may arise pursuant to the said Act.

INDEMNIFICATION OF MUNICIPALITY

17. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality, their employees, workmen, agents, consultants and advisors 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 Municipality 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 any or all of the Off-Site Works and On-Site Works or any provision or breach of any provision of this Agreement, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

SPECIAL PROVISIONS

18. (a) The Owner shall only construct those buildings, structures and facilities as shown on the Site Plan attached to this Agreement and the Owner agrees to apply to the Municipality to amend this Site Plan Agreement if the Owner proposes to construct any other buildings on the Subject Lands.
- (b) The Owner hereby agrees to pay for the removal or moving of any hydro-electric or other utility lines or poles that may be required by any development pursuant to this Agreement.
- (c) The Owner acknowledges and agrees that they are solely responsible for the perpetual and proper maintenance of all water mains, if any, and appurtenances on the Subject Lands.
- (d) The Owner acknowledges and agrees that the restoration of all traveled road surfaces, curb and gutter, boulevard and sidewalk shall be completed in accordance with the Municipality's standards by the Owners, at its sole expense, and to the satisfaction of the Municipality.
- (e) The Owner acknowledges and agrees that it shall provide to the Municipality written certification from a qualified engineer(s) that all of the Works have been constructed and tested in accordance with the applicable standards and specifications, which certification shall be to the satisfaction of the Municipality.

GENERAL

19. (a) The Owner agrees with the Municipality that:

- i) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - ii) the failure of the Municipality 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 Municipality 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;
 - iii) Minor alterations to the Schedules to this Agreement may be permitted upon the written approval of the Municipal Engineer. The Municipal Engineer shall determine whether the proposed alteration is "minor" in his sole and absolute discretion, which decision shall be final and binding on the parties hereto;
 - iv) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the Regulations for Construction as set out in Schedule "f" hereto or as otherwise prescribed by the Municipality from time to time;
 - v) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings;
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner fails to apply for a building permit(s) for the development contemplated by this Agreement within six months from the date of the execution of this Agreement by the Municipality then the Municipality shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the rights of the Municipal Chief Building Official under The Building Code Act, S.O. 1990, c.23 as amended from time to time.
- (e) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by email transmission or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

**John Maurice West and
John West Construction Ltd.
395 Peters Road
Colborne, ON
K0K 1S0
Fax- 613-394-6200
Email - johnwestconstruction@gmail.com**

to the Municipality:

**The Corporation of the Township of Cramahe
1 Toronto Street, P.O. Box 357
Colborne, Ontario K0K 1S0
Attention: Joanne Hyde, Clerk**

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof, or if emailed upon confirmation of receipt of the email.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One Percent (1.25%) per month shall be payable by the Owner to the Municipality on all sums of money payable herein or such amount established by Council from time to time for overdue accounts, which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender (masculine, feminine or neutral) and number as are required by the context and the nature of the parties hereto.
- (i) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors 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 Municipality 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.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED
AND DELIVERED**
in the presence of

**THE CORPORATION OF THE TOWNSHIP OF
CRAMAHE**

Per: _____
Mayor Martin

Per: _____
Joanne Hyde, Clerk

We have the authority to bind the Corporation.

JOHN MAURICE WEST

JOHN MAURICE WEST

JOHN WEST CONSTRUCTION INC.

Per: _____

Per: _____

I/We have the authority to bind the
Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PT RDAL BTN LT 12 AND LT 13 CON 1 CRAMAHE, PART 1, 39R13313
STOPPED UP & CLOSED BY ND133896; TOWNSHIP OF CRAMAHE.

SCHEDULE "B"

SITE PLAN

<u>TITLE</u>	<u>DWS NO.</u>	<u>REV. NO.</u>	<u>DATE</u>	<u>AUTHOR</u>
Key Plan, Site Data & Pre-development State	LD-18-085-SP0	4	23/11/2020	Lassing Dibbens
Notes and Site Plan	LD-18-085-SP1	6	23/11/2020	Lassing Dibbens
Cross Sections	LD-18-085-SP2	3	23/11/2020	Lassing Dibbens

SCHEDULE "C"

**OFF-SITE WORKS, ON-SITE WORKS
AND WORK COST ESTIMATE**

On-Site Works

Item No.	Item Description	Unit	Quantity	Unit Price	Total
Storm					
1	Supply and install catchbasin per OPSD 705.010 including excavation, bedding and backfill.	ea	1	\$2,500.00	\$2,500.00
2	Supply and install 200mm SDR35 0.5m-1m deep storm pipe including excavation, bedding and backfill.	m	30	\$150.00	\$4,500.00
3	Supply and install 300mm 0.75m-1m deep storm culvert including excavation and backfill.	m	12	\$200.00	\$2,400.00
4	Form and pour concrete headwall, including installation of orifice plate and excavation and backfill.	ea	1	\$3,000.00	\$3,000.00
5	Supply and install 450mm 0.75m-1m deep storm outlet pipe including excavation/backfill.	m	4	\$300.00	\$1,200.00

Grading

1	Supply and place rip rap.	m ²	84	\$50.00	\$4,200.00
2	Earthworks	ls			\$70,000.00
3	Supply, place and compact 300mm Granular B for driveway construction.	m ²	4000	\$13.00	\$52,000.00
4	Supply, place and compact 150mm Granular A for driveway construction.	m ²	4000	\$10.00	\$40,000.00
5	Supply, place and compact light duty asphalt.	m ²	513	\$21.00	\$10,773.00
6	Supply, place and compact heavy duty asphalt.	m ²	3137	\$28.00	\$87,836.00
7	Supply and install silt fence, strawbale check dam and mulch.	ls			\$3,000.00
8	Misc Removals	ls			\$10,000.00

Others

1	Line	ls			\$1,000.00
2	Concrete load dock pad.	m ²	300	\$60.00	\$18,000.00
3	Misc. Reinstatement work including supply and installation of gravel, hydroseed.	ls			\$15,000.00
4	Traffic Signage	ls			\$1,000.00

Total \$326,409.00

Off-Site Works

Item No.	Item Description	Unit	Quantity	Unit Price	Total
Storm					
1	Supply and install 450mm 0.75m-1m deep storm culvert including excavation and backfill.	m	12	\$300.00	\$3,600.00
2	Supply, place and compact 300mm Granular B for driveway entrance.	m ²	60	\$13.00	\$780.00
3	Supply, place and compact 150mm Granular A for driveway entrance.	m ²	60	\$10.00	\$600.00
4	Supply, place and compact heavy duty asphalt for driveway entrance.	m ²	60	\$22.00	\$1,320.00

Total \$6,300.00

SCHEDULE "D"

PERFORMANCE GUARANTEE

NAME OF BANK: _____ **Date Issued:** _____

Letter of Credit No. _____ **Amount:** _____

ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS BEING ICC PUBLICATION UCP 500

TO: THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

WE HEREBY AUTHORIZE YOU TO DRAW ON THE _____ (Bank) _____ (Address) _____ for the account of _____ (Name of Customer) _____ up to an aggregate amount of _____ of _____ \$ _____ (Canadian) available on demand.

PURSUANT TO THE REQUEST OF our customer, _____ (Name of Customer) _____ we the _____ (Bank) _____, _____ (Address) _____ hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand, and without recognizing any claim of our said customer, or objection by our said customer to payment by us. Partial drawings are permitted.

DEMAND shall be made by way of a letter signed by the Clerk of your Municipality under the corporate seal of the Municipality. Presentation shall be made to the _____ (Bank) _____ at _____ (Address) _____.

We acknowledge that this Letter of Credit relates to those works, utilities, services and financial obligations set out in an Agreement between _____ (Name of Customer) _____ and the Corporation of the _____ (Name of Municipality) _____ and _____ (Name of Mortgagee(s)) _____ relating to the development of lands in _____ (Description of Lands) _____.

This Letter of Credit will continue in force up to _____ (Date) _____, 20__ (subject to the condition hereinafter set out) and you may call upon payment of the full or any partial amount outstanding under this Letter of Credit at any time or times up to that date. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the aforementioned or any future expiration date hereof, unless thirty days prior to any such date we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewed for any additional period. After receipt by you of such notice, you may draw on this Letter of Credit in full or in part.

Dated at _____ this _____ day of _____, 20__.

(NAME OF BANK)

(Authorized Signing Officer)

(Authorized Signing Officer)

SCHEDULE "E"

INSURANCE

(1) TYPES AND AMOUNTS OF COVERAGE REQUIRED

Without restricting the scope of the indemnities required by this Agreement, the Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Municipality and duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the Municipality and the Commission against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the Subject Lands, including without limiting the generality of the foregoing:

- (a) any loss or damage that happens to any of the Works or any of the Utilities or to any part or parts thereof respectively; and
- (b) any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any of the Utilities or any part or parts thereof respectively; and
- (c) any injury or death to any person or persons;
- (d) any loss or damage whatsoever that results from the storage, use or handling of explosives: and
- (e) any loss or damage that results from the drainage of surface waters on or from the Subdivision Lands; and
- (f) any loss or damage that happens to any public road or to any other property of the Municipality or to the property of any person.

The policy or policies of insurance shall name the Municipality and the Commission as Additional Insureds and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period.

The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Municipality and the Owner shall provide an additional cash deposit payable to the Municipality in an amount to be determined by the Municipality. In the event of claims made against the Municipality to which the deductible applies, the Municipality shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall

authorize the Municipality to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Municipality. In the event such additional cash deposits are deemed to be insufficient by the Municipality at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Municipality. All costs of the adjuster shall be borne by the Owner.

The said policy or policies of insurance shall be maintained at least until the Certificate of Assumption has been issued by the Municipality.

The issuance of such policy or policies of insurance shall not be construed to relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

(2) **EXEMPTIONS OF COVERAGE PROHIBITED**

The policy or policies of insurance shall contain no coverage exemptions or limitations for:

- (a) any shoring, underpinning, raising or demolition of any building or structure; or
- (b) any pile driving or caisson work; or
- (c) any collapse or subsidence of any building, structure or land from any cause; or
- (d) any storage, handling or use of explosives.

(3) **OTHER CONDITIONS REQUIRED**

The policy or policies of insurance shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Municipality, the Commission and the Owner.

The said policy or policies of insurance shall have no exclusion for blasting and must contain a twenty-four (24) month "completed operations" clause and "cross-liability" clause.

SCHEDULE "F"

REGULATIONS FOR CONSTRUCTION

(1) **REQUIREMENTS FOR BLASTING**

The Owner shall, prior to commencing any blasting, obtain from the Municipal Engineer, permission to carry out the blasting operation. Any blasting operation shall be supervised on site by a qualified person. In addition, the Owner shall, prior to commencing any blasting, provide the Municipal Engineer with proof of insurance, which insurance shall comply with the requirements of this Agreement including the Schedule hereto entitled "Insurance Policies Required". The issuance of such a policy or policies 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.

(2) **DUMPING OF FILL OR DEBRIS**

The Owner agrees to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

(3) **DISPOSAL OF CONSTRUCTION GARBAGE**

- (a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner.
- (b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

(4) **QUALITATIVE AND QUANTITATIVE TESTS**

The Owner agrees that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner.

(5) **MAINTENANCE, CLOSING AND USE OF EXTERNAL ROADS**

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner agrees to restore immediately, at its expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer. No public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner agrees not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road. In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the

development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner or its agent by the Municipality. If the Owner has not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty per cent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(6) **LAWN REPAIR**

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner at its expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(7) **PONDING CONTROL**

The Owner agrees to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favorable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.

SCHEDULE "G"

OTHER PROVISIONS