

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**

**SCHEDULE “A” TO**

**BY-LAW # 32-2021**

**SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT**, made in triplicate, this 12th day of October, 2021 .

**BETWEEN:** The Corporation of the Township of North Glengarry  
(hereinafter called the “Township”)

**OF THE FIRST PART**

**AND:**

Ronald Theoret  
(hereinafter called the “Owner”)

**OF THE SECOND PART**

**WHEREAS** the Township of North Glengarry enacted Site Plan Control Provisions in By-law No. 32-2021 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, c.P.13;

**AND WHEREAS** the Owner owns the lands described as Ronald Theoret in Alexandria, now in the Township of North Glengarry, County of Glengarry.

**AND WHEREAS** the Owner has applied to the Township for approval of the Site Plan as received by the Planning Committee pursuant to the Site Plan Control Policy and the said Committee has approved the said Plans subject to the Owner entering into a Site Plan Control Agreement;

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

**Conditions for Site Plan Control Agreement**

1. This Agreement shall apply to the owner’s land which is described above and in Schedule “A” and to the development and redevelopment of the said lands.
2. The owner covenants and agrees that no development or redevelopment will proceed on the said lands except in accordance with the Plans approved by the Township pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more particularly identified in Schedules “A” to “D” inclusive attached hereto.
3. The owner further agrees that the proposed buildings, structures and other works shown on the Plans which is identified as Schedules “A” to “D” inclusive shall be completed in conformity with the said Plans and shall do all acts to provide for the maintenance and use of the requirements set out in the said Agreement.
4. The owner further covenants and agrees, in addition to Conditions 2 and 3 or any other Sections of the Agreement and at its own costs:
  - (a) To complete the installation of all services, works and facilities as shown on Schedule “A” to “D” inclusive within the specified time.

- (b) To provide and maintain at all time such parking and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedule “A” and further agrees that the said areas shall be surfaced with asphalt.
  - (c) To provide and construct all drainage to the satisfaction of the Township as shown on Schedules “B”, “C” and “D”.
  - (d) To construct an entrance (s) in the location as shown on Schedule “A” and to the satisfaction and according to the specifications of the Township.
  - (e) To provide such walls, fences, hedges, trees and/or shrubs and to landscape the said lands as shown on Schedule “A”. The owner further agrees to maintain same to the satisfaction of the Township.
  - (f) To provide a garbage storage area and to screen same accordingly should it be determined it is required by the Township.
  - (g) To provide adequate on-site lighting for the safety of vehicular and pedestrian traffic without interfering with the enjoyment of adjacent properties or the traffic on the adjacent roads as shown on Schedule “A”.
  - (h) The owner understands and agrees that all entrance improvements on the Township right-of-way may be carried out by an approved contractor provided the owner obtains prior written approval from the Township. All improvements to the entrance must conform to current Township standards and specifications. All works on the right-of-way must be inspected and certified by the owner’s engineer.
  - (i) The owner understands and agrees that:
    - (i) All required work on private property in respect to sanitary/private septic systems and stormwater sewers and municipal water supply must be carried out in accordance with Township specifications at the expense of the owner.
    - (ii) Prior to commencing work, arrangements for the necessary approvals and servicing permits must be made with the Township’s Public Works Department.
    - (iii) The Township’s Public Works Department will be advised prior to the issuance of any building permit, whether they intend to hire a registered professional engineer to design, inspect and certify the sewer and water installations for this development or the Township will be required to inspect and test the services, at the owner’s cost. Municipal water will not be turned on until such time that the installations are approved by the Township through one of the above alternatives.
  - (j) The owner further understands and agrees that all sewer and water materials installed on private and right-of-way properties must be specified and in compliance with current Township standards.
5. The owner covenants and agrees that all conditions as set out in Section 2, 3 and 4 and as shown on Schedules “A” to “D” inclusive, shall be completed within two years of the issuance of any building permit.
6. The owner further covenants and agrees that prior to receiving a building permit, they will deposit with the Township’s Treasury Department an Irrevocable Letter of Credit from a Chartered Bank with drawing rights for not less than one (1) year

from date of issue and in the amount of not less than fifty (50%) percent of the “\$24,521” of Schedule “D” attached, renewable on an annual basis if the subdivision or site has not obtained final acceptance this being the total of the Consultant’s approved estimate of quantities and prices, by item, for the construction of all underground facilities plus the estimated cost of site inspection associated with these works and the project administration by the Consultant, which approved estimate shall be dated not more than three (3) months prior to the date of the Letter of Credit. Plus the Township Administration Fee of two (2%) percent of the total estimated cost of constructing the facilities, plus the underground installation costs of utility companies. Plus the Township set fee as set out in the “User Fees and Charges By-law” for a Site Plan Control Agreement Application.

7. From time to time during the construction of underground facilities, the Consultant shall prepare a Progress Certificate indicating the total amount of work completed as of the date of the Progress Certificate by the Engineer, the Township Treasurer may reduce the balance of the Letter of Credit by the “Total Balance Due” (this being the difference between the “Total Work Performed to Date” and the “Total Paid to Date”) less ten (10%) percent of the “Total Work Performed to Date”. At no time will the Letter of Credit be reduced to below the value of the “\$12,260” of Schedule “D”.

Upon satisfactory completion of the works and the issuing of the letter of preliminary acceptance of the facilities, the holdback will be reduced to five (5%) percent plus the value of uncompleted works (if any). The five (5%) percent holdback will be released upon expiry of the Guaranteed Maintenance Period.

8. All entrances, exits, fire routes, driveway, walkway, parking space, open space, garbage area and surroundings within the lands shall at all times, be kept clean and clear of snow or debris to the satisfaction of the Township, failing which the Township shall have the right to enter upon the said lands, undertake the clearing and removal of snow or debris on all entrances, exits, Fire Routes and recover from the owner all costs, through the deposited by the owner with the Township (prior to project completion) or by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.
9. The owner will indemnify the Township and each of its officers, servants, and agents from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply or non-supply of material therefore, whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the owner or its contractors, officers, servants or agents, or whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants, or agents or the Township, its officers, servants, or agents.
10. The owner agrees to consent to the registration of this Agreement against the said lands by way of “Notice of Agreement” and understands that the said Agreement shall remain on title in perpetuity.
11. The owner understands and agrees that he shall be responsible for all fees incurred in the registration of this Agreement against the title to the said property, and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register the Agreement.

12. The owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
13. The owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the said lands shall require an amendment to this Agreement, if deemed by the Township to be of a magnitude to warrant such an amendment.
14. The owner understands and agrees that he shall reimburse the Township all costs occasioned as a result of processing this application including but not limited to independent legal or consultant, engineering and planning advice necessary to the completion and the performance of covenants, more particularly identified in Schedules "A" to "D" inclusive attached hereto contained in this Application, and Local Planning Appeal Tribunal defense costs if an appeal of the decision is received.
15. The owner acknowledges and authorizes the release of personal information contained on this Application Form, knowing that the planning process is an open and public process. The owner also authorizes access to the site by Township officials for the purpose of site visit and proposal evaluation.

**THIS AGREEMENT** shall be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have hereunto placed their respective hands and seals to these presents.

**SIGNED, SEALED AND DELIVERED**

In the presence of

\_\_\_\_\_  
(OWNER)

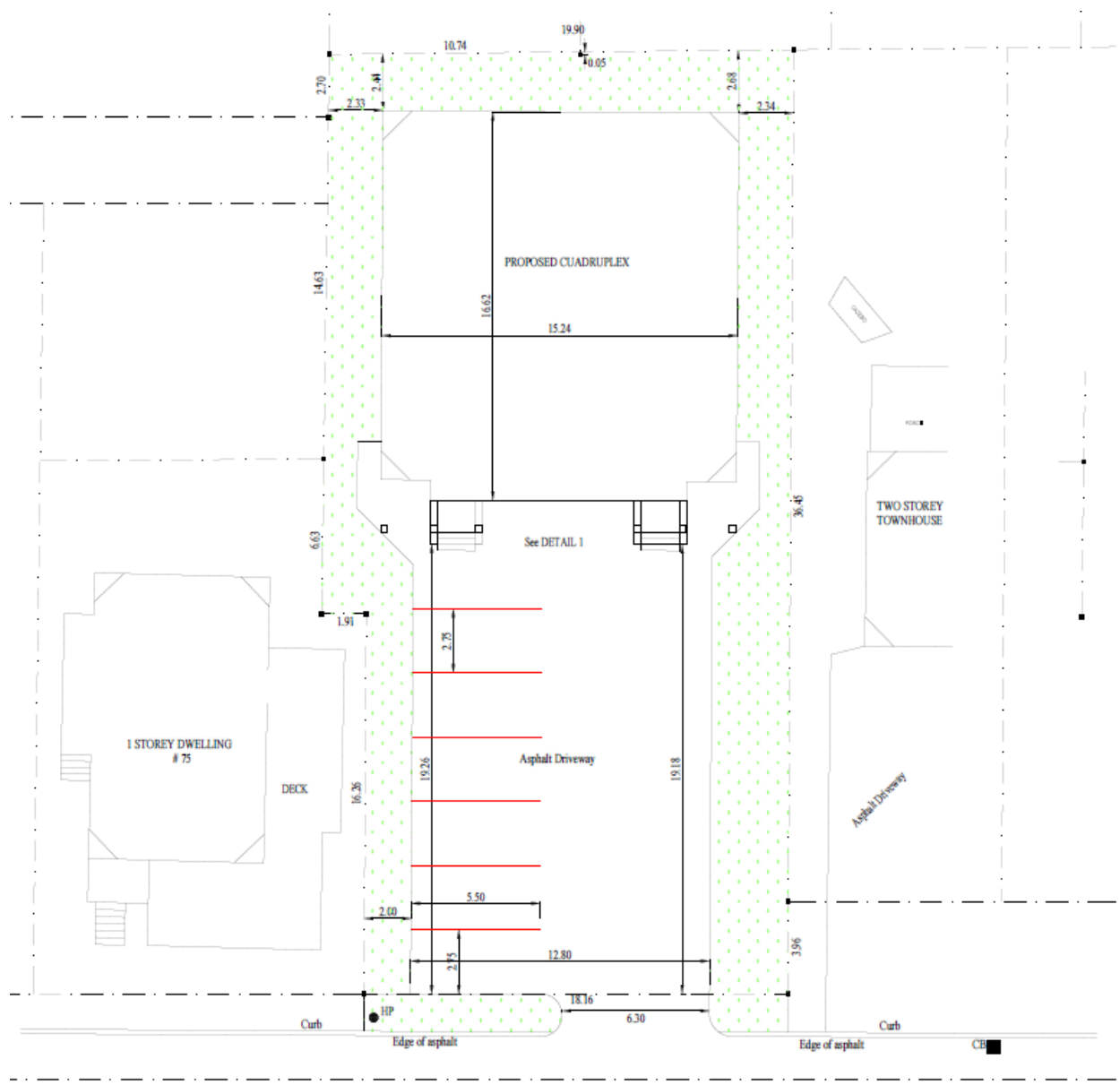
CORPORATION OF THE  
TOWNSHIP OF  
NORTH GLENGARRY)

\_\_\_\_\_  
Jamie MacDonald, Mayor

\_\_\_\_\_  
Sarah Huskinson, CAO

SCHEDULE “A”

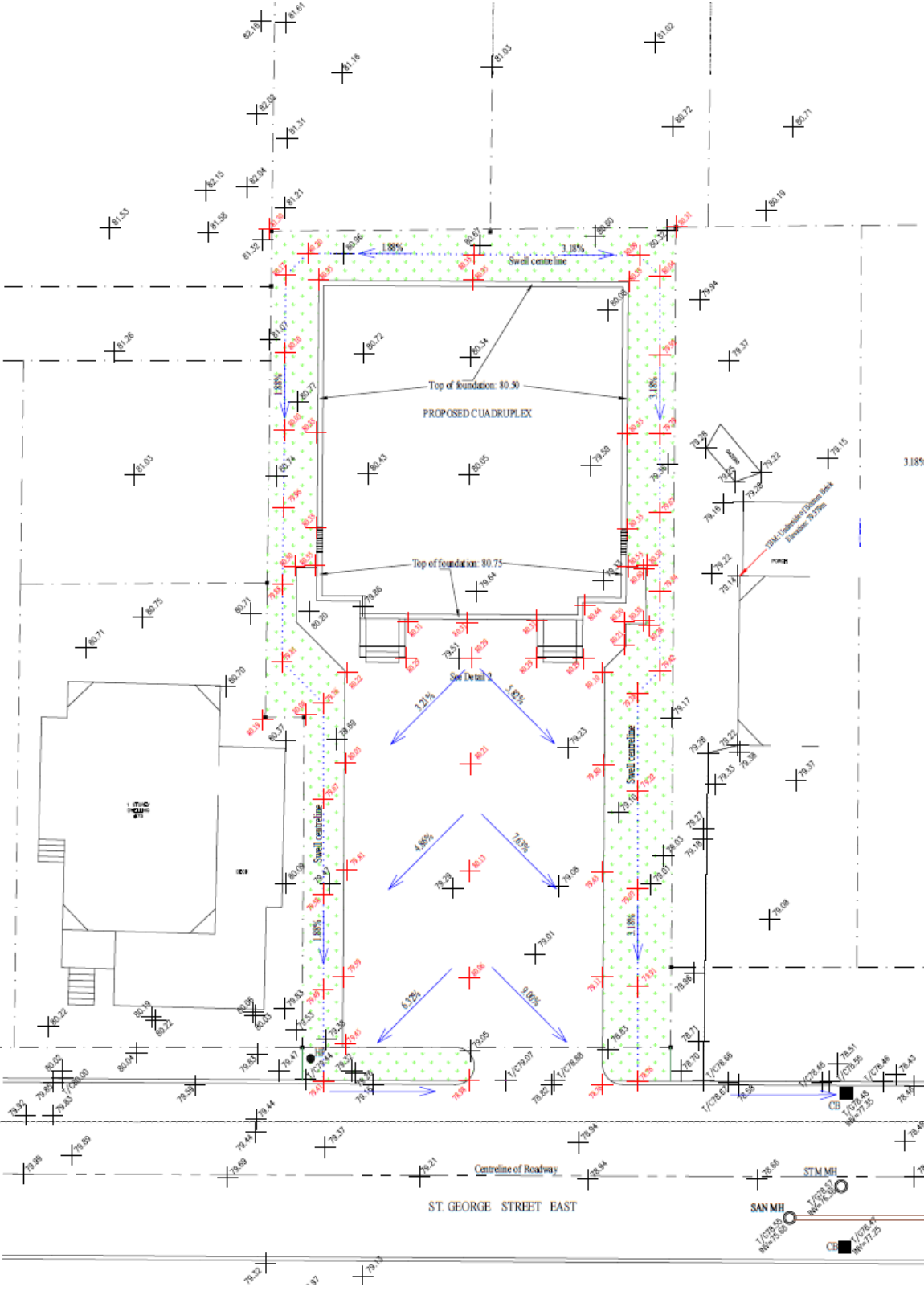
SITE PLAN



**SCHEDULE “B”**

**STORM WATER MANAGEMENT**





SCHEDULE “D”

SECURITIES/COST ESTIMATES



## 77 St. George Street East, Alexandria

SECTION 1.0 SITE PREPARATION AND INFRASTRUCTURE					
	Vendor's name	Quote Date (YYYY-MM-DD)	Subtotal	GST/HST	Total
1.1 Excavation of foundations	Léo Sarault & Fils Inc. Excavation	2021-04-10	1,750.00	227.50	1,977.50
1.2 Gravel 3" minus for driveways and under slab foundation	Coco Group	2021-04-22	6,000.00	780.00	6,780.00
1.3 Water and sewer, storm of catch basin	S.C. Plumbing	2021-04-15	4,500.00	585.00	5085.00
1.4 Paving	Champlain Paving	2021-04-26	7,950.00	1,033.50	8,983.50
1.5 Landscaping, top soil and grass seeds	TNS Construction	2021-05-20	1,500.00	195.00	1,695.00
<b>Total:</b>			21,700.00	2,821.00	24,521.00

SECTION 2.0 COST OF MATERIAL AND LABOUR					
	Vendor's name	Quote Date (YYYY-MM-DD)	Subtotal	GST/HST	Total
2.1 Footings, foundation, and floors	Coco Group & Fondations Marleau	2021-04-22	22,800.00	2,964.00	25,764.00
2.2 Framing and building material	Pont Masson	2021-04-30	70,000.00	9,100.00	79,100.00
2.3 Framing (labour only)	Jeaurond Construction	2021-04-08	32,000.00	4,160.00	36,160.00
2.4 Windows and doors	Glengarry Windows & Doors	2021-04-26	14,000.00	1,820.00	15,820.00
2.5 Roofing (labour only)	Labbe Roofing	2021-04-25	3,500.00	455.00	3,955.00
2.6 Plumbing (toilets, sinks, tubs, fixtures, labour)	S.C. Plumbing	2021-04-15	16,000.00	2,080.00	18,080.00
2.7 Electrical with fixtures	Michelle Joanne Electric	2021-04-28	20,000.00	2,600.00	22,600.00
2.8 Heating and air exchanger (labour and material)	Fernand Denis Inc.	2021-04-01	22,500.00	2,925.00	25,425.00

2.9 Insulation	Premium Insulation Ltd.	2021-04-29	12,615.00	1,885.00	14,500.00
2.10 Drywall (all fire rating) (labour only)	Jacques Deguire	2021-04-30	22,000.00	2,860.00	24,860.00
2.11 Trim and interior painting (labour and paint)	S & J Renovations & Painting	2021-04-30	8,000.00	1,040.00	9,040.00
2.12 Kitchen cabinets and vanities	Simply Innovative Construction Group	2021-04-22	28,000.00	3,640.00	31,640.00
2.13 Interior finishing (floating floor, vinyl tiles)	TNS Construction	2021-05-20	6,000.00	1,365.00	11,865.00
2.14 Siding, soffit and fascia	Jeaurond Construction	2021-04-08	9,500.00	1,235.00	10,735.00
2.15 Eavestroughs (labour and material)	SD Eavestrough	2021-04-16	2,000.00	260.00	2,260.00
<b>Total:</b>			288,915.00	37,558.95	326,473.95