

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

**BY-LAW # 32-2022 – Schedule “A”**

**SITE PLAN DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, made in triplicate, this 25<sup>th</sup> day of July 2022.

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

**OF THE FIRST PART**

**AND:** UNIVERSAL STORAGE SOLUTIONS INC. (Garret Munro)  
(hereinafter called the “Owner”)

**OF THE SECOND PART**

**WHEREAS** the Township of North Glengarry enacted Site Plan Control Provisions in By-law No. 11-2022 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, c.P.13;

**AND WHEREAS** the Owner owns/rents the lands described as Con 1, Part Lot 1: RP14R4150, Part 1, former Kenyon Township, in the now Township of North Glengarry, County of Glengarry; (also known as 3910 County Road 34, Alexandria, ON, K0C 1A0)

**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 Development Policy and the said Committee has approved the said plans subject to the Owner entering into a Site Plan Development Agreement.

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

**Conditions for Site Plan Development Agreement**

- 1- This Agreement shall apply to the owner’s land which is described above and in Schedules “A” to “E” 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 “E” inclusive attached hereto.
  - a. 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
- 3- The owner further agrees that the proposed buildings, structures, and other works shown on the plans which is identified as Schedules “A” to “E” inclusively 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 Schedules "A" to "E" inclusive within the specified time.
- b. All roads/parking area shall be constructed to the satisfaction of the Township's Public Works Director and shall be constructed in accordance with specifications and in the manner set out in Schedules "A" to "E" of this Agreement.
  - i. Where any part of the site plan road abuts on an existing municipal/County Road, the Owner agrees to develop the abutting portion of the road so that it will correspond and match in all respects with the municipal/County Road.
- c. To provide and maintain at all times such parking, access roads and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedules "A" to "E" and further agrees that the said areas shall be surfaced with asphalt or as per agreed with the Township's Public Works Director.
- d. The Owner hereby agrees to construct and maintain, in accordance with Schedules "A" to "E", all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the site, in accordance with Schedules "A" to "E".
  - i. It is understood and agreed that such works shall be constructed according to the plan provided by the Owner.
  - ii. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement and landscaping has been constructed and accepted by the Township. This shall include the installation and removal of culverts, when required, by the Township's Public Works Director.
  - iii. Subject to the requirements of Schedules "A" to "E" the Owner agrees not to interfere in any way with any existing drain or water course, without written permission from the appropriate Municipal official(s).
  - iv. The Owner agrees that granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Township in relation to any claims against the Township relating to such damage, providing that the Township shall give the Owner, at the Owner's cost, opportunity to defend any such claim.
- e. To construct an entrances and driveways, pathways & walkways in the location as shown on Schedules "A" to "E" and to the satisfaction and according to the specifications of the Township.
- f. To provide such walls, fences, hedges, trees and/or shrubs and to landscape the said lands as shown on Schedules "A" to "E". The owner further agrees to maintain same to the satisfaction of the Township.
- g. To provide a collectable materials storage area as per shown on attached schedules
  - i. The owner understands and agrees that he shall be responsible for collectable materials pickup and disposal, and for all fees incurred.

- ii. The owner understands and agrees that he shall be responsible to ensure such collectable materials collection is picked up in a manner that is considered acceptable and up to the Township's standard procedures and if not satisfactory, the Township shall have the right to enter upon the said lands, undertake the collection and recover from the owner all costs in like manner as municipal taxes.
  - h. All entrances, exits, fire routes, driveway, walkway, parking space, open space, collectable materials 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
    - i. If not satisfactory, 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 in like manner as municipal taxes.
  - i. 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 the lighting plan attached as Schedules "A" to "E".
  - j. 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 may not be turned on until such time that the installations are approved by the Township through one of the above alternatives.
    - iv. 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 "E" inclusive, shall be completed within three years of the issuance of any building permit.
- 6- The Owner further covenants and agrees with the Township that the Owner is responsible for the design and supervision of construction of the roads, drains, grading, etc. for the site but such design and supervision shall be subject to the approval of the Municipal Officials, including Director of Public Works, Director of Building, By-law & Planning & Fire Chief.
  - a. The owner shall employ competent Engineers currently registered by the Association of the Professional Engineers of Ontario, and acceptable to the Municipal Official to;
    - i. design,
    - ii. prepare the necessary specifications for,

- iii. obtain the necessary approvals in conjunction with the Township,
  - iv. supervise the construction of,
  - v. maintain all records or construction relating to,
  - vi. prepare and furnish all plans and drawings of,
  - vii. prepare and deliver "as-built" drawings prior to final acceptance by the Township.
- b. All of the work as may be required by the Municipal Officials. The Owner shall furnish, at its own costs, specifications, calculations, contours, or other information pertaining to the work which may be required by the Municipal Officials so that the Municipal Officials can review the design and supervision of the proposals.
- c. The Township shall be under no obligation to inspect or approve works commenced without approval, and the owner shall take all such steps as may be requested by the Township to facilitate any inspections.
- 7- The Owner shall arrange with Hydro One and the local cable, gas, and telephone companies for the underground installation of services to the site plan and for the provision of required easements with respect to such installations.
- 8- It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Municipal Officials does not relieve the Owner of its obligations to carry out all work required under this Agreement strictly in accordance with standard engineering requirements.
- 9- The Owner agrees to restore any faulty workmanship or materials, or any damage done by the Owner or persons claiming title from the Owner during construction of works or buildings on the land relating to any services and works required to be installed pursuant to this Agreement.
- 10- The Owner shall be responsible for payment of all professional and quasi-professional fees and disbursements reasonably incurred by the Municipality in the determination of the nature and extent of the services to be supplied and installed under and pursuant to this Agreement, in the negotiation and settlement of this Agreement and the enforcement hereof and in the performance by the Municipality of its rights and obligations hereunder or in connection with the preparation and enactment of relevant land use by-laws, and such fees shall include, without necessarily being limited to, engineering, planning and legal fees and costs.
- 11- 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 "H" inclusive attached hereto contained in this Application, and Local Planning Appeal Tribunal defense costs if an appeal of the decision is received.
- 12- The Municipal Official may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require soil tests to be carried out, and the cost of such tests shall be paid by the Owner.
- 13- 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.

- 14- The Municipal Official shall have the right, at any reasonable times, to inspect the installation of the works. If at any time the Municipal Official is of the opinion that the works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the work until it has been placed in satisfactory conditions.

## **FEES/DEPOSITS**

- 15- 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 three (3) year from date of issue and in the amount of not less than fifty (50%) percent of the "Total X" of Schedule "E" attached, renewable on an annual basis if the 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, \$2000.00 + 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 to a maximum of \$30,000.00 including the Township set fee as set out in the "User Fees and Charges By-law" for a Site Plan Control Agreement Application.
- 16- If, in the opinion of the Municipal Officials, the Owner is not prosecuting or causing to be prosecuted the work required in connection with this Agreement within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay same so that the conditions of this Agreement are being violated, carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform such work as may be rejected by the Municipal Officials as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Municipal Officials, make default in the performance of any of the terms of this agreement, then in any such case, the Municipal Officials shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case the Municipal Officials shall thereupon have full authority and power immediately to purchase such materials, tools, and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner or its surety or both. In cases of emergency, in the opinion of the Municipal Officials, such work may be done without notice the cost of such work shall be calculated by the Municipal Officials whose decision shall be final.

It is understood and agreed that such costs shall include a management fee of twenty-five percent (25%) of the labour and material value, and twenty-five percent (25%) of the value for the dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Township would not have executed this Agreement.

## **REGISTRATION**

- 17- 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.
- 18- 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.
- 19- 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.

## **ACCEPTANCE OF WORKS**

- 20- Building permits may be issued subject to other requirements of the Township to construction within the site when the Township has given preliminary acceptance of road construction, storm management, sanitary sewers and water mains, and only once the By-law has been registered on the said property by the owner, and once all fees have been paid, and once an Irrevocable Letter of Credit from a Chartered Bank has been submitted to the Township.
- 21- The Township shall regulate, by by-law, the zoning of the building standards within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply, at all times, including during construction, with relevant zoning and building bylaws, as well as the Ontario Building Code.
- 22- Before applying for final acceptance of any of the works or any part thereof, the Owner shall Supply the Township with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks for accounts the Owner has paid to contractors, suppliers, etc., and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.
- 23- The performance by the Owner for its obligations under this Agreement to the satisfaction of the Municipal Official, shall be a condition precedent to the acceptance of the said works by the Township.
- 24- When the Municipal Officials are satisfied that the works set out in this Agreement or any part thereof and any other works which may have been required have been executed in accordance with this Agreement, specifications and requirements, and maintenance requirements met, the Owner will forth with present a request to the Township stating that the work or any part thereof has been completed satisfactorily.

## **INSURANCE**

25- The Owner shall submit a certificate of insurance, in a form satisfactory to the Township. The certificate of insurance must be issued in favour of the Township of North Glengarry in an amount not less than two million dollars (\$2,000,000.00) per occurrence; must contain an endorsement naming the Township as an additional insured and must also provide the Township with an unconditional thirty day notice of any material change or cancellation of the policy.

## **INDEMNITY**

26- The Owner will at all times indemnify and save harmless the Township of and from all losses, costs and damages which the Township may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this Agreement to be provided at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.

27- This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called "such persons") any rights against the Township with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Township to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Township and shall be maintained to the satisfaction of the Township at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Township the provisions of Section 446 the Municipal Act 2001, as amended, shall apply.

28- If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Township may direct that such matter or thing shall be done at the expense of the Owner, and the Township may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Township to enter upon the said subject lands and do such matter or things.

29- 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.

## **SEVERABILITY**

30- The clauses of this Agreement shall be deemed independent and the striking down or invalidity of any one or more of the clauses does not invalidate this Agreement or the remaining clauses.

**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

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



- Engineering plans for structural slab by LGCS Engineering - dated July 3, 2022

**SCHEDULE "C"**

- Structural frame details by Watkins Metal Roofing Ltd - dated April 30, 2022

**SCHEDULE "D"**

- Engineering plans by Exsteel Building Components – Project No. M8034-1 & M8034-2 - dated July 14, 2022

**SCHEDULE "E"**

- **Costs Estimates by owner.**
- **Site Plan Development Agreement Application Fee**

"Fee of \$2,000.00 + two (2%) percent of the total estimated cost of constructing the facilities, plus the underground installation costs of utility companies to a maximum of \$30,000.00 including the Township set fee as set out in the User Fees and Charges By-law"

SPDA Fee = **\$7,728.00**  
- *building structure*  
- *building foundation*

- **Security Deposit**

"Irrevocable Letter of Credit from a Chartered Bank with drawing rights for not less than three (3) year from date of issue and in the amount of not less than fifty (50%) percent of the "Total X" of Schedule "E"

*Infrastructure Cost Estimates:*                      *Infrastructure – \$145,000.00*  
- *gravel*  
- *excavation*  
- *lighting*  
- *fencing*

Site Plan Development Agreement security deposit =

50% of infrastructure value (\$145,000.00) = **\$72,500.00**

- **SPDA fees do not include building permit fees.**