

THE CORPORATION OF THE TOWNSHIP OF BROCK

BY-LAW NUMBER 3122-2022

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF BROCK
TO ENTER INTO A SITE PLAN AGREEMENT WITH 1961946 ONTARIO INC**

WHEREAS Section 41 of the Planning Act, R.S.O. 1990 provides that a municipality may enter into agreements dealing with and ensuring the provision of any or all of the facilities, works or matters mentioned therein;

AND WHEREAS the Council of the Corporation of the Township of Brock deems it expedient to enter into an agreement with 1961946 Ontario Inc. for the development and use of the lands described therein;

NOW THEREFORE BE IT ENACTED by the Council of the Corporation of the Township of Brock as follows:

1. **THAT** the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to a Site Plan Agreement between the Corporation of the Township of Brock and 1961946 ONTARIO INC. as contained in Schedule "A" attached to and forming part of this by-law.

**THIS BY-LAW READ A FIRST, SECOND, AND THIRD TIME AND ENACTED THIS 25TH DAY
OF APRIL, 2022**

Mayor – John Grant

Clerk – Fernando Lamanna

SITE PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 25th day of April, 2022

B E T W E E N:

1961946 ONTARIO INC.
(hereinafter called the "Owner")
OF THE FIRST PART,
- and -

THE CORPORATION OF THE TOWNSHIP OF BROCK
(hereinafter called the "Township")
OF THE SECOND PART,

WHEREAS the Owner represents that it is the registered owner of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

AND WHEREAS this Agreement has been entered into pursuant to Section 41 of the **Planning Act**, R.S.O. 1990, c. P.13, as amended;

AND WHEREAS sub-section 10 of section 41 of the **Planning Act**, as amended, provides for the registration of Site Plan Development Agreements on the title of the Lands.

AND WHEREAS the Owner warrants and represents that there are no encumbrancers of the Lands, save and except the Encumbrancers herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Prohibition

The Owner hereby agrees that no development or re-development will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by Council of the Township and identified in Schedule "B" attached hereto (hereinafter referred to as the "Site Development Plans"), and without limiting the generality of the foregoing, development or re-development shall include the construction, erection or placing of one or more buildings or structures on the Lands 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, or the laying out and establishment of a commercial parking lot, or the construction, erection, installation or placement on the lands of any loading spaces, parking areas, garbage container areas, landscaping, lighting, drainage facilities, access driveways or fencing.

2. Conditions

Unless otherwise approved by the Township pursuant to Paragraph 1 hereof, the Owner shall develop the Lands and any adjoining abutting municipal property being part of the road allowance but not part of the travelled roadway (hereinafter referred to as the "Boulevard") in accordance with the Site Development Plans and the conditions contained in Schedule "C" attached hereto.

3. Conformity with Site Development Plans and Conditions

The Owner further agrees that if any structures, buildings, facilities, services, works or landscaping improvements are constructed on the Lands and Boulevard, they will be constructed in conformity with the Site Development Plans and conditions contained in Schedule "C" attached hereto. It is understood and agreed that if construction is not commenced within one year of the approval by the Council of the Township of the Site Development Plans, such approval shall at the option of the Township become null and void and Site Development Plans must be re-submitted to the Township for approval pursuant to the terms of this agreement and in accordance with the provisions of the Planning Act. In such event, the Owner hereby acknowledges that the Township may alter, amend or revoke any or all of the conditions of approval previously given and substitute new conditions of approval.

4. Completion and Security

- (a) The Owner agrees that he shall construct and provide the structures, buildings, facilities, services or works shown on the Site Development Plans within two years of the approval by Council of the Site Development Plans. As a condition of approval of any Site Development Plans, the Owner shall lodge with the Township cash security for the works and services described in Schedule "D" attached in such amount as specified therein ("Security"). The Township will accept an irrevocable letter of credit for the Security drawn on a chartered bank of Canada acceptable to the Township in lieu of the cash amount referred to above, provided such letter of credit shall be in a form acceptable to the Township and contain the following provisions:
- (i) the letter of credit shall be security for any obligations of the Owner pursuant to the provisions of this agreement, without any limitations whatsoever;
 - (ii) drawings on the letter of credit shall be permitted upon presentation of a letter from the Township to the bank claiming default by the Owner under the terms of this agreement, and such default shall not be limited to the actions of the Owner;
 - (iii) partial drawings shall be permitted;
 - (iv) if the Township has not determined the extent of the default or the amount required to rectify the default or compensate the Township or third parties as a result thereof, the Township may draw on the full amount of the letter of credit without any requirement to justify the amount of the draw;
 - (v) if the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the Township, the Township may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry.
- (b) Notwithstanding anything else herein contained, approval of the Site Development Plans shall be deemed not to have been given, and the Owner hereby agrees not to undertake any development or re-development or construction of any structures for which a building permit has been issued, unless the provisions of sub-paragraph (a) hereof have been fully complied with and this agreement has been executed by all registered Owners and Encumbrancers of the Lands and has been registered on the title to the Lands.

5. Release of Security

Upon certification by the Township's Engineer that all conditions imposed by this agreement have been satisfied and provided the Owner is not in default with respect to any other provisions of this agreement, the Owner shall be entitled to the release of the balance of the Security held by the Township at the time of such certification. The Township shall not be required to refund or account for any Security utilized by the Township as a result of any default by the Owner under the provisions of this agreement.

6. Construction

The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal catch basin, manhole, sewer, ditch, culvert, roadway, boulevard or sidewalk. The Owner shall reimburse the Township or the Region of Durham for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Lands, howsoever caused and the determination of the Township's Engineer with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.

7. Maintenance

The Owner shall maintain in good repair and in a safe and clean condition the Lands and Boulevard, vegetation, structures, buildings, facilities, services, works and landscaping improvements on the Lands and Boulevard at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or deceased vegetation. The Owner shall further keep the Lands and Boulevard free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall be bound by, do and perform those obligations more particularly set out in Schedule "E" attached hereto.

8. Connections to Municipal Services

All connections to the Township's storm sewer services shall be made by contractors approved by the Township's Engineer and under their inspection at the Owner's expense. All storm services constructed on or under the Lands shall be constructed to the satisfaction of the Township's Engineer. Relocation of any municipal services, facilities or utilities (including any curbs, gutters, catch basins, poles, bus shelters, manholes, telephone boxes, valves, drains, or transformers, whether owned by the Region of Durham, the Township or any utility company, board or commission) shall be carried out at the Owner's expense.

9. Building or Demolition Permits

Notwithstanding the provisions of this agreement, the Owner and the Encumbrancers hereby acknowledge that the Township is not obligated to issue any building permits or demolition permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- (i) all federal, provincial and municipal statutes, regulations, by-laws, ordinances, orders and requirements have been complied with;

(ii) any other agreements with the Township, the Region of Durham, or any other governmental body or agency are not in default; and

(iii) all property taxes with respect to the Lands have been paid in full.

In the event that the development or re-development of the Lands herein contemplated requires any other municipal or other governmental approvals, including but not limiting the generality of the foregoing, a building permit, a consent for a severance or rezoning or a variance pursuant to the provisions of the Planning Act, (as amended), a permit for access, ingress or egress, approvals pursuant to the provisions of the Environmental Assessment Act, (as amended) or the Environmental Protection Act (as amended), the approval of the Medical Officer of Health, the approval of the Conservation Authority having jurisdiction, or the approval of any other governmental body or agency, then in such event the Owner hereby agrees not to commence any work on the Lands or demolish or alter any structures on the Lands unless all such approvals, permits or rezoning have been obtained.

10. Hard Surfaced Areas

The Owner shall provide and maintain to the satisfaction of the Township's Engineer, those parts of the Lands and Boulevard not occupied by buildings or structures and shown as being for vehicular or pedestrian use on the Site Development Plans in a hard surface condition such as lockstone, asphalt or concrete or as more particularly specified on the Site Development Plans, at a grade satisfactory to the Township's Engineer and further shall keep them clear of refuse, debris, snow, potholes, cracks, holes and any other obstruction whatsoever which would either directly or indirectly interfere with the reasonable use of such areas for parking, access to parking, walkways, boulevard aprons, driveways, garbage storage or collection or such other use as more particularly shown on the Site Development Plans.

11. Parking Area

The parking spaces shall be laid out and clearly marked on the Lands by painted lines or such other method approved by the Director of Public Works for the Township in accordance with the Site Development Plans.

12. Landscaping

In the event the Site Development Plans and conditions set out in Schedule "C" attached do not provide sufficient detail with respect to landscaping requirements, the Owner shall install and maintain such landscaping improvements as may be required by the Township's Engineer. All approved landscaping shall be maintained in a healthy and growing condition at all times.

13. Garbage

The Owner shall store all garbage in the garbage storage facilities as shown on the Site Development Plans. If the garbage storage facilities are designed for the use of a bulk lift container, it shall be the Owner's responsibility to provide for such container and for the regular removal and replacement of the same as may be reasonably required. All garbage storage facilities shall be enclosed with architectural controlled enclosures, subject to the Township's review and approval.

14. Hydro

The Owner shall, at its sole cost, comply with the hydro requirements of the Township or the hydro-electric authority having jurisdiction to provide service to the Lands, where applicable, including bearing the cost of the relocation of existing hydro facilities if applicable.

15. Costs

The Owner shall pay to the Township, forthwith upon demand, all costs and expenses incurred by the Township, whether directly or indirectly, in connection with this agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the Township, and all legal, surveying and engineering costs and the costs of any consultants retained by the Township incurred in connection with this agreement, the supervision of all of the works undertaken in connection therewith or in ensuing compliance with this agreement and the registration thereof on title to the Lands.

16. Fire Access Routes

The Owner shall designate such driveways as shown on the Site Development Plans as fire access routes or hereafter so designated by the Fire Chief for the Township and shall keep them clear and unobstructed at all times. The Owner shall erect and maintain signs, approved by the Chief Building Official for the Township designating the fire access routes.

17. Lighting

The Owner agrees that any lights used for the illumination of the buildings, internal roadways, or parking areas shall be so arranged by diverting the lights away from adjoining lands so as to minimize the light affecting adjoining lands.

18. Signs

In addition to the requirements as shown on the Site Development Plans, the Owner acknowledges that all signs require a separate permit and shall comply with all of the provisions of the Township's sign by-law.

19. Owner's Expense

The Owner acknowledges that where this agreement obliges the Owner to perform any work or do anything it is to be done at the Owner's expense and not at the Township's expense.

20. Registration

The Owner and Encumbrancers hereby consent to the registration of this agreement on the title of the Lands at the Owner's expense.

21. Acknowledgment by Encumbrancers

The Encumbrancers hereby acknowledge that they are aware of all of the terms, covenants and conditions contained in this agreement and agree to be bound by such terms, covenants and conditions in the event that they, or any one of them, should obtain control, possession or equitable ownership of the Lands.

22. Indemnification by Owner

The Owner shall defend, indemnify and save completely harmless the Township against all actions, causes of action, suits, alleged or actual claims, costs, demands, actions, cause of actions, suits, proceedings, debts or damages whatsoever at law or in equity, suffered or incurred by the Township whatsoever which may arise directly or indirectly by reason of this Agreement, the Lands or as a result of any other matter or thing in connection therewith or pertaining thereto, including any default by the Owner pursuant to the terms of this agreement or by reason of any negligence or wrongful act of the Owner, its servants, contractors, agents or representatives.

23. Right of Entry

The Owner covenants and agrees with the Township to grant and hereby grants to the Township or its authorized representatives the right to enter upon the lands or any part thereof in order to ascertain whether or not the provisions of this agreement have been complied with in full.

24. Default

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

- (a) draw on the Security in whole or in part;
- (b) undertake or complete any obligation of the Owner hereunder;
- (c) enter upon the Lands through its servants or agents for any purpose whatsoever;
- (d) issue a stop work order with respect to any further development, re-development or work upon the Lands; and
- (e) recover from the Owner all costs and expenses incurred by the Township whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes.

25. Drainage

The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the Owner shall with the prior approval of the Township, at the Owner's expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Township with respect to drainage from or onto lands adjoining the Lands as a result of the development or re-development hereby contemplated and the construction of any works, facilities or structures on the Lands.

26. Insurance

Prior to the commencement of any construction of any Services or grading on the Lands or issuance of any building permit for the Lands, the Owner shall maintain commercial general liability insurance, and continue to maintain such insurance until the Chief Building Official for the Township certifies that any building or structure located on the Lands is fit for occupancy and has issued an unconditional Lot Clearance Certificate therefore, against all damages or claims for damage with an insurance company satisfactory to the Township. Such policy or policies shall include the Township as an additional insured and a certificate

of insurance shall be delivered to the Township and be in full force and effect until such certification by the Township's Engineer. Such certificate of insurance shall be in a form acceptable to the Township's Solicitor and without limiting the generality of the foregoing, such insurance shall provide:

- (a) that the minimum limits shall be not less than \$5,000,000.00 for any single occurrence;
- (b) that it includes a cross-liability and completed operation coverage;
- (c) that it shall not contain an exclusion for blasting, shoring, underpinning raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
- (d) that the insurance premium has been prepaid for a period of not less than one year;
- (e) that the policy will provide that it is not cancellable unless prior notice by registered mail has been received by the Township from the insurer not less than thirty (30) days prior to the cancellation date;
- (f) the policy shall not contain a deductible clause; however, if the policy does contain a deductible clause, the same shall be approved by the Township, and the Owner shall provide an additional cash deposit payable to the Township in an amount to be determined by the Township. In the event of claims made against the Township to which the deductible applies, the Township shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Township to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Township. In the event such additional cash deposits are deemed to be insufficient by the Township at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Township. All costs of the adjuster shall be borne by the Owner.
- (g) Where a subcontractor is retained for work where Professional Liability coverage is a contract requirement, the Owner must ensure that the Professional Liability insurance is in an amount not less than two million dollars (\$2,000,000) per claim.

27. Occupancy

Notwithstanding the issuance of an Occupancy Permit pursuant to the Ontario Building Code Act, the Developer hereby covenants and agrees that it shall not permit the occupancy, for any purpose whatsoever, of any structure erected on a Lot unless a Lot Clearance Certificate has been issued by the Township for the Lot, and structure or structures located thereon. The Chief Building Official may, however, issue a conditional Lot Clearance Certificate provided the Letter of Credit is sufficient to cover any outstanding works.

28. Successors and Assigns

The parties hereto hereby covenant and agree that this agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.

29. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the agreement or having persuaded or influenced a party to this agreement to execute the same, and it is hereby agreed that the remainder of the

agreement shall be valid and in full force and effect.

30. Counterparts

This agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

31. Interpretation

In construing this agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and the neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this agreement, the decision of the Chief Administrative Officer of the Township acting reasonably shall be final and binding. Wherever the Owner may be responsible for certain payments to meet the requirements of the Township, such fees and/or charges are to be reasonable considering the nature of the requests.

32. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this agreement shall be made in writing as follows:

- (a) if made to the Township, shall be addressed to The Clerk, Township of Brock, 1 Cameron Street East, P.O. Box 10 Cannington, Ontario L0E 1E0;
- (b) if made to the Owner and Encumbrancers at their respective designated addresses for service shown on the Document General attached to this agreement in the Registry Office in which this agreement is registered.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals and the Corporate parties hereto have hereunto affixed their Corporate Seal as attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF THE
in the presence of)	TOWNSHIP OF BROCK
)	
)	Per: _____
Authorized to be executed)	John Grant, Mayor
by By-law 3122-2022, passed)	
on the 25 th day of April, 2022.)	Per: _____
)	Fernando Lamanna, Clerk
)	
)	

)
) **1961946 ONTARIO INC.**
)
)
) Per: _____
) Name:
) Title:
)
)
) Per: _____
) Name:
) Title:
)
) I/We have authority to bind the Corporation.
)
)

SCHEDULE "A"

(Legal Description)

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Brock, in the Regional Municipality of Durham and being composed of:

PIN: 72050-0121 (LT)

Part of Lot 5, Concession 10, Thorah, designated as Part 2 on Plan 40R-12111.

SCHEDULE "B"
(Site Development Plans)

Name of Plan Drawing or Specification	Drawing No.	Revision No.	Date of Plan, Drawing or Specification	Prepared By	Date of Acceptance by Township
Site Plan	SITE-01	2	November 8, 2021	Biglieri Group	April 11, 2022
Servicing and Grading Plan	SSG	3	January 25, 2022	WI & Associates Limited	April 11, 2022
Detail Sheet 1	DS1	3	January 25, 2022	WI & Associates Limited	April 11, 2022
Landscape Plan	L1	1	December 23, 2020	Henry Kortekaas and Associates Inc.	April 11, 2022
Landscape Plan	L-D1	1	December 23, 2020	Henry Kortekaas and Associates Inc.	April 11, 2022
General Arrangement	1/2	5	Sept 1, 2021	Pioneer Steel Manufacturer's	April 11, 2022
General Arrangement	2/2	5	Sept 1, 2021	Pioneer Steel Manufacturer's	April 11, 2022
Proposed Self Storage Building	OBC	2	November 8, 2021	Biglieri Group	April 11, 2022

SCHEDULE "C"

(Conditions)

1. General

- 1.1 The Owner hereby agrees that all services to be installed by the Owner are to be constructed in accordance with the Site Development Plans, and with the current specifications, design criteria and standards of the Township, as well as the requirements of the Ministry of the Environment, Conservation and Parks (hereinafter called the "MOECP") and those of the Region of Durham (hereinafter called the "Region") and those of the Lake Simcoe Region Conservation Authority (hereinafter called the "LSRCA") and those of any other authority, where required.

2. Driveways, Parking Areas, Entrances

- 2.1 The Owner shall construct the driveways and parking areas in accordance with the Site Development Plans and the Township's Design Criteria. The driveway entrance pavement design shall consist of the following; or as shown on the Site Development Plans:

2.1.1 Subgrade compacted to ninety-five (95) percent standard proctor density;

2.1.2 Three hundred (300) millimetres minimum compacted depth of Granular B;

2.1.3 One hundred fifty (150) millimetres minimum compacted depth of Granular A;

2.1.4 The granular depths set out are minimum and are subject to recommendations by qualified soil consultants and approved by the Township's Engineer, ground conditions and phasing of the construction; and

2.2 Entrance

The Owner shall utilize the existing entrances to the site.

2.3 Construction Access

The Owner shall be responsible to ensure that all heavy construction traffic to and from the Lands is restricted to Thorah Side Road at the existing entrances.

3. Electrical Distribution System and Site and Parking Lot Lighting

3.1 N/A

4. Landscaping

4.1 The Owner agrees to plan for and to establish landscaping on the Lands. The Owner further agrees to landscape the development in accordance with the Site Development Plans and this Agreement, by no later than the 1st day of November 1, 2024, to the satisfaction of the Township.

5. Storm Drainage

5.1 The Owner shall construct all storm drainage and stormwater management facilities in accordance with the Site Development Plans and the Site Servicing and Stormwater Management Report prepared by WMI and Associates, dated January 2022.

- 5.2 The Owner shall construct and install any temporary or permanent erosion and siltation control devices required by the Township prior to the commencement of any construction on the Lands; and shall maintain these facilities in good working order. The Owner shall provide additional erosion and siltation control devices as may be required by the Township and the LSRCA during construction of this project, and as may be required by the Township thereafter from time to time.

6. **Fencing**

Fencing specified on the Site Development Plans shall be constructed, maintained, replaced and repaired by the Owner as may be required.

7. **Topsoil**

The Owner is solely responsible for ensuring that sufficient topsoil is available for the Lands. The Owner agrees that no topsoil shall be removed from the Lands without first obtaining written authorization from the Township.

8. **Dust Management**

The Owner agrees to control dust on the Lands, on adjacent lands and on construction access roads, to the satisfaction of the Township. Without limiting any other remedies provided by this Agreement, if the dust from the Lands is not maintained to the satisfaction of the Township in its sole discretion, the Township may, after two weeks' notice, complete work to control the dust and invoice the Owner for the costs thereof. Without limiting any other remedies provided by this Agreement, if the Owner does not pay the invoice within thirty (30) days, the Township may draw upon the letter of credit, or collect such costs and expenses in a like manner as municipal taxes, as provided for in Clause 24 and Schedule D of this Agreement.

9. **Traffic Control and Signs**

The Owner shall provide and install all traffic control measures and signs specified on the Site Development Plans and required by Provincial Legislation and Regional and Municipal By-laws, and as may be required by the Township.

10. **Imported Fill/Topsoil**

The Owner acknowledges and agrees that the Owner shall not import fill or topsoil onto the Lands unless written approval is obtained from the Township. All conditions of the Township's Site Alteration By-Law, as amended (hereinafter called the "Site Alteration By-law") must be adhered to by the Owner if the Township agrees to the placing of the fill. Furthermore, all conditions of the Offsite Fill Acceptance Control Protocol shall be met. The Owner must provide a comprehensive fill management plan to the Township for approval prior to any fill being placed on the Lands. The fill management report must include:

1. Timing for placing of the fill;
2. Location of the fill placement;
3. Amount of fill to be placed;
4. Location of all sources of the fill;
5. Any additional erosion control measures during placement of the fill;
6. A report from a qualified engineer, or environmental consultant possessing expert or special knowledge in respect to the source and nature of the fill to be placed or dumped, that all fill meets standards prescribed by the MOECP for any current land use and any future residential and parkland use;

7. Method of records to be maintained prior to, during and following placement of the fill for review by the Township's Chief Building Official ("CBO"):
 - i. The full and legal name and business name of each hauler;
 - ii. The commercial vehicle registration number of each hauler;
 - iii. The motor vehicle permit number for vehicles;
 - iv. The date and time of each delivery;
 - v. The point of origin of each delivery;
 - vi. The volume of each delivery; and
 - vii. The content of material of each delivery;
8. A description of testing procedures and inspection schedule from a qualified engineer or environmental consultant, such that they can certify that the fill will be placed in accordance with reasonable engineering and environmental practices; and
9. A final report from a qualified engineer or environmental consultant which verifies that the fill was placed in accordance with reasonable engineering and environmental practices.

11. Testing and Inspection

The Owner shall be responsible for the cost of all inspection and testing carried out by, and at the direction of, the Township.

12. Drainage and Servicing Easements

The Owner agrees that such drainage and servicing easements as may be required for utilities, servicing, and drainage purposes shall be obtained and granted at the sole cost and expense of the Owner to the appropriate authority and shall be in the form required by the appropriate authority and the Township's Solicitor.

13. Requirements Prior to Commencement of Any Construction

13.1 Prior to commencement of any construction, the Owner shall:

- (a) submit to the Township written confirmation from the LRCA that all of the requirements of the LRCA have been complied with;
- (b) complete the requirements of Section 5.2, Schedule "C".

14. Preconstruction Meeting

The Owner shall convene a meeting, prior to commencement of construction, to be attended by the Owner's Consulting Engineer, all contractors to be employed on the Lands to construct the works shown on the Site Development Plans, such persons as the Township may direct, the Township's Director of Public Works, Ministries staff, and TRCA staff, where involved, to review the schedules of construction, the methods of construction and the specifications prepared by the Owner.

15. Garbage

Regular garbage collection for the Lands will be the responsibility of the Owner. The locations of on-site garbage containers shall be in accordance with the Site Development Plans. Prior to the Occupancy of any building, the Owner shall consult with the Region regarding blue box recycling requirements.

16. **Warnings**

16.1 **Occupancy**

OCCUPANCY OF ANY BUILDING OR STORAGE ON THE LANDS IS ILLEGAL, UNLESS A LOT CLEARANCE CERTIFICATE HAS BEEN OBTAINED FROM THE TOWNSHIP AND ALL OF THE REQUIREMENTS OUTLINED IN THIS AGREEMENT HAVE BEEN COMPLETED TO THE SATISFACTION OF COUNCIL.

For further information contact: Township of Brock
Clerk's Department

16.2 The Owner hereby acknowledges and agrees that parking area maintenance and snow removal will be the responsibility of the Owner. The Owner hereby acknowledges that the Township has no responsibility in this regard.

17. **Fires**

The Owner acknowledges that fires may not be set on the Lands. Should an illegal fire be set, the Owner hereby agrees to pay any costs which may be incurred as a result of the illegal fire and the Township may draw on the Letter of Credit to recover such costs, should the Owner refuse or fail to pay same. The Owner shall ensure that all requirements of the Brock Fire Chief are complied with as detailed in the Construction Site Fire Safety Guidelines, 1992. Without limiting any other remedies provided by this Agreement, if the Owner does not pay the invoice within thirty (30) days the Township may draw upon the Letter of Credit or collect such cost and expenses in a like manner as municipal taxes, as provided for in Clause 24 and Schedule D of this Agreement.

18. **Additional Default Provisions**

In the event of any default of any of the Owner's obligations pursuant to this Agreement, the Township shall, in addition to any other of its remedies, either in this Agreement or at law, following ten (10) days' written notice to the Owner of such default, and an opportunity to rectify the default within that time, be permitted to immediately enter upon the Lands with its servants, agents, vehicles, supplies and equipment, for the purposes of rectifying any such default, and shall be permitted to undertake such works as it, in its sole discretion, deems necessary to rectify such default and bring the Lands into conformity with the Site Development Plans and this Agreement. The cost of undertaking any such entry and rectification shall be the responsibility of the Owner and in the event that the Owner does not immediately reimburse the Township for such costs, the Township shall be permitted to add the said costs to the tax roll for the Lands and such amounts may be collected against the Owner or the Lands as municipal taxes and in the same manner as municipal taxes.

19. **Final Certification**

The Owner hereby agrees to provide the Township with a letter, stamped and signed by a Professional Engineer, certifying that all construction and all works on the Lands have been completed in accordance with the Site Development Plan and in conformity with this Agreement. This letter shall also certify that all requirements contained within this Agreement have been fulfilled prior to the final release of the letter of credit.

20. **Maintenance**

The Owner shall maintain the Lands in a tidy condition; free from the accumulation of waste products and debris (including any waste products and debris on the Lands caused

by third parties) and shall cut all grasses and weeds at any time and from time to time to prevent growth in excess of fifteen (15) centimetres in height. Without limiting any other remedies provided by this Agreement, if the Lands are not maintained to the satisfaction of the Township in its sole discretion, the Township may, after two weeks' notice, complete the work and invoice the Owner for the costs thereof. Without limiting any other remedies provided by this Agreement, if the Owner does not pay the invoice within thirty (30) days, the Township may draw upon the letter of credit or collect such costs and expenses in a like manner as municipal taxes, as provided for in Clause 24 and Schedule D of this Agreement.

SCHEDULE "D"

(Cost Estimate for Letter of Credit and Financial Obligations)

1. Allowance for fencing, grading, road, driveway and parking lot construction, storm appurtenances, topsoiling, sodding and or/seeding, landscaping, damage to municipal roads, and consulting costs.

TOTAL VALUE OF LETTER OF CREDIT **\$30,000.00**

If the above letter of credit is not sufficient to rectify any default, the Township may recover from the owner all costs and expenses incurred by the Township, whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as Municipal taxes.

Note: The estimates contained in this Schedule are for information purposes only, and shall not restrict the rights of the Township, as set out in Sections 4 and 24 of this Agreement, to draw on the cash or Letter of Credit up to the full remaining balance thereof, to rectify any default, nor to require any increase in said security, as set out therein.

2. **Development Charges**

The Owner hereby agrees to pay a Development Charge for the structure to be constructed, at the time of issuance of a building permit for that structure. The amount of the Development Charge payable shall be the Development Charge in effect at the time of the issuance of a building permit. The Owner acknowledges and agrees that the Development Charge has been set pursuant to The Township's current Development Charges By-Law. The Owner further acknowledges and agrees that said By-law provides for an indexing of the Development Charge, annually.

The Owner hereby covenants and agrees that if the payment described above is not paid on the due date, the Township may, in its sole discretion, place the total amount due, plus any administrative charges, on the taxes of the Lands.

SCHEDULE "E"

(Maintenance)

1. The Owner covenants and agrees to keep in a proper state of repair and operation, all entrances to the Lands and driveways located on the Lands, to the satisfaction of the Township.
2. The Owner covenants and agrees to keep in a proper state of repair and operation, all storm drainage systems, to the satisfaction of the Township.
3. Without limiting the generality of the foregoing, the Owner hereby agrees as follows:
 - a) To rectify, replace or repair any part of the development not constructed in accordance with the Site Development Plans or in accordance with the “as constructed” drawings which the Owner hereby agrees to provide to the Township upon completion of construction;
 - b) To do all maintenance and repairs pursuant to this Agreement as the Owner may be directed to do in writing by the Township; and
 - c) That all snow shall either be placed, stored or deposited on the Lands.
4. If, in the reasonable opinion of the Township, the Owner is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the Township, the Township may, upon providing ten (10) days’ written notice to the Owner respecting such non-performance, and an opportunity to rectify same within that time, enter upon the Lands and repair, replace or otherwise maintain the Works at the Owner’s expense.
5. The Owner agrees that the use of chemical fertilizers, herbicides and pesticides shall not be permitted on the Lands.
6. The Owner hereby covenants and agrees that, should the Owner be in default of any obligations with respect to maintenance, without any limitation whatsoever, the Township in its sole discretion may add any costs incurred by the Township to fulfill or rectify such default to the tax roll for the Lands; and that the Township shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest, payable to the Township, in the same manner as taxes in arrears.

SCHEDULE "F"

(Architectural Control)

1. The Owner agrees to submit to the CBO for the Township, all plans required by subsection 41(4) of the Planning Act, as amended, as follows:
 - a) Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith and of all facilities and works required under the Planning Act, as amended;
 - b) Drawings showing plan, elevation and cross-section views for each building to be erected; which drawings are sufficient to display:
 - i) The massing and conceptual design of the proposed building;
 - ii) The relationship of the proposed building to adjacent buildings, street and exterior areas to which members of the public have access; and
 - iii) The provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings.

2. The Owner further agrees to submit plans to the CBO for the approval of Council, showing the colour, texture and type of materials, window detail, construction detail and architectural design and detail of the building or buildings. Prior to the issuance of a building permit or permits, these plans are to be approved by Council, as evidenced and identified by the signature of the CBO, and shall be deemed to be a part of this Agreement.

SCHEDULE “G”

(Phasing)

N/A

SCHEDULE “H”
(SIGNIFICANT DATES)

REFERENCE	DESCRIPTION	SIGNIFICANT DATES
Clause 4 Schedule C	Finalization of Landscaping	November 1, 2024
Clause 4 Main Body of Agreement	Finalization of all work in accordance with Site Development Plans	November 1, 2024

All work shall be completed as noted above, unless an extension is granted by Township Council.