

SITE PLAN AGREEMENT

BETWEEN

MARC & MARIETTE BRISSON

AND

**THE CORPORATION OF THE
MUNICIPALITY OF CASSELMAN**

AUGUST 11TH, 2020

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Corporation of the Municipality of Casselman for the time being or such other person or persons designated by Council of the Municipality of Casselman;

- d) **“OWNER OR OWNERS”** includes the parties of the First Part their heirs, executors, administrators, successors and assigns and agents thereof contractor, or subcontractor carrying out the Works for or on behalf of the Owner or Owners;
- e) **“WORKS”** shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred on Plans and/or Drawings related to this agreement.
- f) **“SITE”** shall mean the land were the Works are being proposed.

The following Schedules are attached hereto and form part of this Agreement.

Schedule "A"	Legal Description of Land to which this Agreement applies
Schedule "B"	Costs Estimates
Schedule "C"	Financial Requirements
Schedule "D"	Planning and Engineering Requirements

The Municipality approved the following Letter, Plans and Drawings which can be viewed at The Corporation of the Municipality of Casselman at the following address: 751 St-Jean Street, Casselman, Ontario, K0A 1M0.

1. Site Plan drawing number: A100 drawn by Mathieu Savage, project number: 2018-007, last revised 06/06/2020.
2. Landscape Plan drawing number: A101 drawn by Mathieu Savage, project number: 2018-007, last revised 06/06/2020.
3. Servicing & Stormwater Management Report (Rev.2), prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
4. Site Removals Plan, drawing number C1.1 prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
5. General Site Plan Erosion & Sediment Control Plan, drawing number C1.2 prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
6. Site Servicing Plan, drawing number C1.3 prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
7. Site Grading Plan, drawing number C1.4 prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
8. Details, drawing number C2.1, C2.2 & C2.3 prepared by EVB Engineering,

Job Number 19052 dated July 6th, 2020.

9. O.P.S.D.'S, drawing number C3.1 prepared by EVB Engineering, Job Number 19052 dated July 6th, 2020.
10. Lighting Calculation Study, prepared by Karen Harvey from Premise Last date: June 10th, 2020 rev. June 11th.

The lands to which this Agreement applies are those described in Schedule "A".

The Owner warrants that he is the Owner in fee simple of the lands described in Schedule "A".

The lands to which this Agreement applies are those described in Schedule "A".

The Owner warrants that he is the Owner in fee simple of the lands described in Schedule "A".

2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are as described in Schedule "A" to this Agreement.
- b) It is understood and agreed that development of the lands affected by this Agreement shall be governed by the present Site Plan Agreement and attached Schedules. It is understood and agreed that written approval of the Municipality, in a form determined solely by the Municipality, acting reasonably, is required prior to any departure from the specifications of the said Works being undertaken.
- c) The Owner shall not call into question, directly or indirectly, in any proceeding 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.
- d) The Owner covenants and agrees with the Municipality that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof that each deed of grant shall contain a covenant on the part of the grantee in such deed binding itself, its heirs, executors administrators, successors and assigns to the terms of this Agreement and to the carrying out of the Works and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent deeds of grant of the said lands until the Works and obligations of the Owner under this Agreement have been fully performed. All covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to

be covenants which run with and bind the lands herein described and every part thereof.

- e) The Owner shall agree that this Agreement is to be registered on the lands to which this Agreement applies immediately after the execution of this Agreement before the registration of any other instrument. The Owner may apply for, but not request nor require the Municipality to issue building permits for the construction of the Works on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.
- f) The Owner agrees that there will be no subdivision of the lands herein described on Schedule "A" except by application pursuant to the provisions of the *Planning Act*, R.S.O. 1990, Chapter P13.
- g) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.

3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any Works whatsoever until this agreement has been registered on title and that all necessary documents, authorizations and permits have been obtained by the Owner or without any special written permission from the Municipality of Casselman.
- b) The Owner further agrees that the proposed building(s) and other Works related to this agreement shall be erected in conformity with the Plans and/or Drawings related to this agreement and to the satisfaction of the Municipality and shall be completed within eighteen (18) months of the issuance of the first building permit issued for the Site with respect to the land except as may be otherwise specified herein or agreed to in writing by the parties, and subsequently shall be maintained in conformity with the said Plans and/or Drawings related to this agreement and to the satisfaction of the Mun. No buildings or other works shall be erected on the said lands other than those erected in conformity with the Plans and/or Drawings related to this agreement. It is understood and agreed that written authority of the Municipality shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the Plans and/or Drawings related to

this agreement. It is also understood and agreed that failure to comply with any term or condition contained herein or with the Plans and/or Drawings related to this agreement will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all works on the herein described lands, immediately on receipt of notice by the Municipality of withdrawal of the building permit, until such time as written authority is obtained from the Municipality to proceed. It is further understood and agreed that if construction of the Works has not commenced within twelve (12) months of the date of registration of this Agreement for the land, the approval inherent herein will become null and void and a new application must be submitted and approved by the Municipality prior to any buildings or other Works being constructed. Nothing in this Agreement shall restrict the Owner from applying at any time in the future for building permits to construct extensions and/or additional buildings as may be permitted from time to time by the By-Laws of the Municipality, subject to the requirement by the Municipality of a new Site Plan Agreement.

- c) In accordance with the provisions of any By-Laws enacted by the Municipality respecting the repair and maintenance of properties, the Owner shall repair and maintain at all times and to the satisfaction of the Municipality, acting reasonably and in accordance with said By-laws, all buildings located on the subject property together with all parking areas, aisles, accesses and landscaping.
- d) The Owner covenants and agrees to pay to the Municipality the development charges which are established by By-Law of the Council of the Municipality and said charges shall be those in effect on the date of issue of a building permit for which an application has been made.
- e) The Owner covenants and agrees to pay to the Municipality all applicable connection charges which are established by By-Law of Council of the Municipality of Casselman and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made. For greater clarity, any future connection fees (Sanitary Sewer) shall be established by By-Law of Council of the Municipality of Casselman and said charges shall be those in effect on the date of the issuance of a connection permit for sanitary sewer connection.
- f) The Owner shall separately arrange for the removal of all waste and recycling material from the Site, and shall dispose of all garbage and

waste at its expense in accordance with Municipality By-Laws.

- g) Until all Works have been completed to the satisfaction of the Municipality, the Owner shall immediately remove at its expense any mud or debris deposited on any public roads used for access to the Site which mud or debris has been deposited as a consequence of any Works carried out under the terms of this Agreement.
- h) The Municipality may designate points of access for construction vehicles to the Site during the period of construction. The Owner may also be required to erect at its expense, at locations determined by the Municipality, signs to prevent construction vehicles from using the roads other than the approved route.
- i) The Owner shall provide adequate parking facilities on-site where workers employed on the Site shall be required to park their vehicles, except for those times when reasonable access to the Site is not available due to services or street construction in the public street or except as may be authorized in writing by the Municipality.
- j) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the Municipality, acting reasonably.
- k) The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the Municipality.
- l) The Owner shall comply with all planning and engineering requirements set out in the Plans and/or Drawings related to this agreement.
- m) The Owner agrees that all lighting emanating from the Site is to be contained within the property lines and any lighting spill off is to be controlled to shine away from abutting properties and public highways.
- n) The Owner agrees to place permeable paving materials (asphalt) on the parking area set out in the Plans and/or Drawings related to this agreement and to the satisfaction of the Municipality of Casselman.
- o) All reports and/or studies required as a result of the Works in this

Agreement shall be implemented to the Municipality's satisfaction, acting reasonably, at the sole expense of the Owner.

4. LANDSCAPING REQUIREMENTS

- a) The Owner shall install landscaping in accordance with Schedule the Plans and/or Drawings related to this agreement.
- b) Without the prior written consent of the Municipality no living tree or bush shall be cut down, damaged or removed from the Site except for the sole purpose of permitting the excavation of the property for the construction and erection of any building or structure thereon or within any area designated for parking or roads indicated by the plans and specifications approved by the Municipality.
- c) All areas not landscaped shall be maintained by regular grass cutting and, shall be graded and seeded to allow for normal grass cutting operations so as to present and maintain a neat, clean, and orderly appearance.
- d) The Owner shall replace in accordance with the Plans and/or Drawings related to this agreement any newly installed landscaping material which dies within one (1) year of planting.
- e) Upon completion of the rough grading, and prior to the placing of topsoil and sod, the Owner shall arrange for the Municipal Engineering and/or representative to inspect the Site for any lot grading deficiencies. The Municipality shall make its best efforts to carry out these inspections within seventy-two (72) hours of the Municipality being notified in writing by the Owner or at some other time as may be agreed upon by the parties.
- f) All portions of a road allowance not being used or intended for immediate use as a surface for vehicular or pedestrian movement shall be sodded by the Owner, at its expense, and shall be maintained by same in a healthy, neat, and orderly growing condition.
- g) The Owner shall be responsible for the removal of snow within the Site and to ensure that no accumulation of stored snow shall create or be a hazard or obstruction as determined by the Municipality acting reasonably.

5. SERVICING AND EASEMENT REQUIREMENTS

- a) It is hereby agreed that the Owner shall be responsible to provide, at its own expense all connections to the municipal water and sewer systems. All such connections shall be subject to approval and inspection of the Municipality. The Municipality shall make its best efforts to carry out these inspections within seventy-two (72) hours of the Municipality receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) The Owner shall provide and dedicate such easements to the Municipality which may be required for water, sewer, drainage or other purposes related to the development of the Owner's lands.
- c) The Owner shall be responsible, at its expense, for the installation of any connections to utilities provided such installation shall be subject to the inspection by and approval of the Municipality.
- d) The Owner shall provide, prior to occupancy and at its own expense, a storm water control system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the Municipality.
- e) The Owner shall be responsible for the repair and maintenance of the storm water control erosion of the Site preventing the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice.
- f) The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins and further agrees that the Municipality shall be permitted lawful entry onto the Site in order to examine and adjust at the Owner's expense all storm water management devices that do not then conform to the requirements of this Agreement, provided that, if upon examination, the Municipality determines that the devices are not in conformance with this Agreement, the Municipality shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 6(c), provided further that if, in the opinion of the Municipality, the non-conformance presents an emergency, the Municipality may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.

- g) The Owner shall arrange at its own expense with Hydro Ottawa, Bell Canada, Enbridge Gas and the local cable company or any other similar utility company for the installation of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the Site the Owner is required, it shall also arrange for the relocation of any existing installation at no cost to the Municipality. Notwithstanding the aforementioned, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted for approval to the Municipality.
- h) All Hydro, Cablevision and/or Bell Canada or other services shall be underground except where such services are not underground in the street fronting the Site.
- i) If the Owner does not forthwith clean and repair any sewer damaged or detrimentally affected by the installation or construction of any Works related to or required by this Agreement. If the Owner fails to do so, then the Owner shall pay to the Municipality the total cost of cleaning or repairing any sewer damaged or detrimentally affected by the installation or construction of any Works related to or required by this Agreement, such cost to include an additional 25 % charge for overhead and administrative costs.

6. FINANCIAL REQUIREMENTS

- a) The Owner shall pay to the Municipality, by cash or certified cheque, the charges and fees, as set out in this Agreement and other financial requirements including but not limited to reasonable administrative, legal, planning and engineering fees, development charges, road cuts and building permit fees that may be required of the Municipality as established by by-law or resolution of the Council of the Municipality in effect at the time of application for a building permit.
- b) It is further agreed that all matters and things required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Municipality, acting reasonably. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Municipality, the Owner shall deposit with the

Municipality, a sum in cash or by irrevocable letters of guarantee in a form approved by the Municipality Treasurer (which deposit however made, may be referred to hereafter as “a deposit”), in the amount of **\$96,560.00**, as described in Schedule “B”

- c) In the event of a default by the Owner or its assigns in the provision and maintenance of all matters and things required to be done by the Owner pursuant to this Agreement, the Municipality may, after written notice to the Owner and a reasonable period to remedy same, at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Municipality may authorize the use of any or all of the cash or letters of guarantee deposited with the Municipality pursuant to Clause 6(b), to pay for the cost to the Municipality of carrying out of such matters or things. “Cost” and “expense of the Owner” in this Clause shall be actual cost incurred by the Municipality plus twenty-five percent (25 %) of such cost as a charge for overhead. Any costs incurred by the Municipality pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 6(b) shall be paid by the Owner to the Municipality within thirty (30) days of the mailing of an invoice by the Municipality addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Municipality in like manner as municipal taxes pursuant to the provisions of Section 427 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended.
- d) The provisions of clause 6(b) referring to the deposit of irrevocable letter(s) of guarantee with the Municipality shall apply:
- i) Until the completion of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Municipality, it will be a condition of the letter of guarantee that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of guarantee notifies the Municipality in writing by registered mail that it elects not to consider the letter of guarantee to be renewable for any additional period.
 - ii) Until the completion of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the

satisfaction of the Municipality, the irrevocable letter(s) of guarantee shall continue to be automatically extended in the same manner as provided in sub-clause (i) hereof until the said completion of the Works.

- iii) If the Owner and/or financial institution fails to extend the letter(s) of guarantee as required under sub-clauses (i) and (ii) hereof as required by the Municipality, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Municipality, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of guarantee notwithstanding anything herein otherwise contained. Any amount received by the Municipality shall be held by the Municipality in the same manner as if it had originally been cash deposited.
- e) On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Municipality, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Municipality pursuant to this Agreement.
- f) The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the collector's roll in accordance with the description of the land contained in Schedule "A" hereto.
- g) The Owner acknowledges that there may be other financial requirements of the Municipality, as established by by-law or resolution of the Council of the Municipality from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this development and the Owner shall pay, when required by the Municipality, any charge or financial requirement which is due or chargeable pursuant to a by-law or resolution of the Council of the Municipality in effect at the time of application for a building permit.

7. RELEASE OF DEPOSIT

- a) It is understood that every request to release financial securities or a

deposit must be done by filling an application form and by paying a fee of \$250.00 to the Municipality.

- b) An inspection will be carried out by the Municipal Engineer and/or representative in order to determine the appropriate amount to release for the completed Works. Please note that 10% of the value of any Works performed on the Municipality property will be held back for a period of one (1) year from the date of the substantial completion.
- c) On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Municipality, acting reasonable, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Municipality pursuant to this Agreement.

8. SPECIAL CONDITIONS

- a) The Owner shall meet all the requirements of the Municipality's fire department with respect to the identification, maintenance, snow removal and signing of fire routes.
- b) The Owner covenants and agrees that building permit shall not be issued until all plans and drawings have been approved by the Municipality and that a deposit equal to approximately 50% of the estimated cost based upon on site Works and 100% of the estimated cost based upon off site Works as described on Plans and/or Drawings related to this agreement be delivered to the Municipality Treasurer.
- c) The Owner shall meet and apply the content of the Water Rate By-law of the Municipality of Casselman.
- d) The Owner is responsible of controlling any stormwater runoff generated from the Site and agrees at its own expense to remediate and develop a new storm control plan should there be spilling and flooding onto the adjacent properties under the post development condition. The Owner further agrees to fully compensate the Municipality and accept full responsibility should there be damage or legal action taken from adjacent land owners against the Municipality resulting from failure to control storm water on Site.

DRAINAGE EASEMENTS

- e) The Owner agrees to provide and register appropriate drainage easements over properties bearing civic address 821, 823 and 825 Principale Street to allow the installation and maintenance of stormwater services. A copy of the easement once registered on title must be provided to the Municipality.

UCPR PUBLIC WORKS

- f) The Owner agrees that the right-of-way for County Road Number 10 along the affected lot (823 Principale Street), subject to this Site Plan Agreement be widened as required to 13.11 metres from the centerline of the road, and that the Transfer/Deed of land conveying the said land to the United Counties of Prescott and Russell must be prepared and executed at no cost or encumbrance in consideration of the payment of \$1.00, prior to the issuing of the building occupancy permit.
- g) The Owner shall obtain a road cut permit from the UCPR in order to install new infrastructure (storm sewer, storm sewer service, water services, sanitary service) on County Road 3. Applicable by-law fees, deposits and requirements will be applicable.
- h) The Owner shall obtain entrance relocation permits from the UCPR for the site accesses relocation to/from County Road 3 (Principale Street).
- i) In the event of a default by the Owner or a contractor working on behalf of the Owner for all off site work and of all matters and things required to be done by the Owner within the County Road allowance, the Municipality will authorize and support the Counties to use any or all deposits with the Municipality under the Site Plan Agreement concerning any work, including road/ditch cut along County Road 3.
- j) The Owner, prior to the commencement of the off-site work, shall provide, to the UCPR and the Municipality of Casselman, written acknowledgement from the neighbouring property owner of 817 Principale Street that work will be performed along his private entrance and access to his entrance will be impacted for a certain period of time.
- k) Once the off-site work his completed the Owner, shall provide, to the UCPR and the Municipality of Casselman, written acknowledgement from the neighbouring property owner of 817 Principale Street that the reinstatement of his private entrance his completed to his satisfaction.

- l) All off site work reinstatement shall be completed to the satisfaction of the Counties and/or the Municipality and the Owner shall warrant this work covering both labour and material for a period of two (2) years from the date of substantial completion to the satisfaction of the Counties. Extend the warranty on replaced works and workmanship for a period of one (1) year from the date of replacement work and/or workmanship.
- m) All off site work reinstatement shall be completed to the satisfaction of the Counties and/or the Municipality and the Owner shall warrant this work covering both labour and material for a period of two (2) years from the date of substantial completion to the satisfaction of the Counties. Extend the warranty on replaced works and workmanship for a period of one (1) year from the date of replacement work and/or workmanship.

MITIGATION MEASURES FOR NOISE

- n) The Owner agrees to carry out mitigation measures by installing special building material on the most exposed side of the building (West-facing side) to reduce the dBA caused by the train emanating from the nearby railroad. As such, the Owner agrees to maintain and ensure the windows and doors achieve a minimum of STC-32 by constructing the following:
- - 1/4" Glass (unlaminated)
 - - 1/2" Airspace
- o) In order to mitigate the indoor sound level criteria, the Owner agrees to install and provide central air conditioning in all units and provide a written warning clause type D, per NPC-300, to all tenants or buyers. The wording of the warning clause, per NPC-300, is provided below:
- *"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels caused by the train emanating from the nearby railroad are being reduced."*

9. PARKING REQUIREMENTS

- a) The Owner shall provide and maintain the number of parking spaces or areas that are required for the proposed uses (total 10 units apartment dwelling) and as prescribed in Zoning By-law 1996-635, for the sole use of the Owner, occupants, or other persons entering upon or making use of the said premises.

- b) The Owner shall notify the Municipality of any proposed change of use or uses on the Site before, during or after the completion of the Works required under this Agreement.
- c) The Owner further agrees to compensate the Municipality, in accordance with any applicable By-law, with cash payment-in-lieu of parking for any number of parking space(s) or area(s) that cannot be provided on the Site due to a change of use or uses before, during or after completion of this Agreement, subject to the approval of the Municipality.

10. INSURANCE

- a) The Owner shall be responsible for having on or before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied, a comprehensive policy of public liability and property damage insurance, providing insurance coverage in respect of any one occurrence to the limit of at least Two Million Dollars (\$ 2,000,000.00) per occurrence, exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property.
- b) The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents or contractors during the construction or installation or maintenance of any Works to be performed pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in effect until all obligations under this Agreement are satisfied.
- c) The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. In the event that the Owner intends to carry out any shoring, blasting, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading on the lands, it shall first provide the Municipality with the Certificate of Public Liability Insurance covering such operations in a format satisfactory to the Municipality, in which the Municipality is named as additional insured prior to undertaking any such operations.

11. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry of the Environment, Conservation and Parks for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry of the Environment, Conservation and Parks for the proposed facility or any addition thereto and shall supply the Municipality with copies of all approvals or conditions enforced or set by the Ministry.
- b) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Municipality taking such action to enforce compliance, as deemed appropriate by the Municipality.
- c) This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof.
- d) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number of the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- e) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- f) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Municipality as follows:

TO THE OWNER:

OWNER

or such other address as the Owner has notified the Municipality Clerk in writing.

TO THE MUNICIPALITY:

CORPORATION OF THE
MUNICIPALITY OF CASSELMAN
751 ST-JEAN STREET
P.O. BOX 710
CASSELMAN, ONTARIO, K0A 1M0

- g) So long as the Municipality permits the Owner to take over the defence of any claim or suit described in this section, the Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees that upon there being reasonable notice to it by the Municipality, to indemnify and save harmless the Municipality from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.
- h) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

12. MINOR MODIFICATIONS TO THE SITE PLAN

- a) The Owner shall notify the Municipality of any proposed change of use or uses on the Site before, during or after the completion of the Works required under this Agreement.
- b) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the person or persons designated by the Council of the Municipality of Casselman.

IN WITNESS WHEREOF the Owner hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE MUNICIPALITY OF CASSELMAN THIS ___th DAY OF _____, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER

MR. _____

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

DATED AT THE MUNICIPALITY OF CASSELMAN THIS ___th DAY OF _____, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

**THE CORPORATION OF THE
MUNICIPALITY OF CASSELMAN**

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

MR. DANIEL LAFLEUR, MAYOR

MR. SEBASTIEN DION, CLERK

SCHEDULE "A"

LEGAL DESCRIPTION OF LAND TO WHICH THIS AGREEMENT APPLIES

**PART OF LOT 11, CONCESSION 6, GEOGRAPHIC TOWNSHIP OF CAMBRIDGE
NOW THE MUNICIPALITY OF CASSELMAN, COUNTY OF RUSSELL, DESIGNATED
AS PARTS 1 & 2 OF PLAN 50R-8381.**

CIVIC ADDRESS: 823 PRINCIPALE STREET MUNICIPALITY OF CASSELMAN

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SCHEDULE "B"
COST ESTIMATES

The Owner shall deposit with the Municipality security in a form approved by the Municipality Treasurer equal to the amount of **\$96,560.00**. It is understood that this amount is equal to approximately 50% of the estimated cost based upon on site Works and approximately 100% of the estimated cost based upon off site Works described on Plans and/or Drawings related to this agreement.

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SCHEDULE "C"
FINANCIAL REQUIREMENTS

The Owner shall pay to the Municipality the applicable fees set out below:

Administration Fees	\$1000.00
Planning Fees	\$1120.00
Legal Fees	\$500.00
Registration Fees	\$100.00
Engineering Fees	TBD
HST	TBD
TOTAL	

SCHEDULE "D"**PLANNING AND ENGINEERING REQUIREMENTS**

1. The Owner agrees to construct to the satisfaction of the Municipality, fences, hedges, parking, accesses, aisles, landscaping berms, signs, lighting, garbage storage facilities, in conformity with and in the locations shown on the attached approved plans which form part of this Agreement.
2. The Owner further agrees that it will arrange to provide and keep a copy of the said approved plans on Site on the said lands throughout the period of construction for the guidance of those employed to construct the Works.
3. The Owner further agrees that the accesses to and from the property shall be restricted to those accesses as shown on the attached plans and only to those accesses.
4. The Owner shall have removed from the property all snow which has accumulated on the Site and which creates a hazard to the individual and which leads to a deficiency in the number of required parking spaces.
5. The Owner agrees to permit the Municipality By-Law Enforcement Officer to enter upon the Site for the purposes of patrolling areas where parking is not permitted and to permit the By-Law Enforcement Officer to ticket any vehicles that are in contravention of the parking regulations in regard to fire lanes.
6. The Owner agrees that the installation of any exterior lighting on the Site or on the building shall be approved by the Municipal Engineer and Hydro Ottawa and shall be shown on the plans attached hereto forming part of this Agreement.
7. The Owner agrees that there will be no exterior storage of any materials in the front yard of the subject property.
8. The Owner undertakes and agrees that it will provide and erect or affix, at its expense, such municipal number signs illuminated or otherwise, in such locations and of such a size, design and colour as submitted to and approved by the Building Inspector of the Municipality of Casselman, prior to occupancy of any buildings, or part thereof, in the subject development.
9. The Owner shall sign an agreement for the maintenance of manholes of "OGER" type or its equivalent to be installed on the Site and shall form part of this Agreement. It shall be the responsibility of the Owner contractor's to perform regular removal of the trapped material (minimum once per six months), and immediately remove all materials arising from any spill. These facilities are not to be dismantled or removed unless approval has been granted by the appropriate authority.
10. The Owner hereby agrees that all driveways and parking lots shall be curbed with poured-in place concrete curbs, unless otherwise specified and approved by the Municipal Engineer. It is further understood and agreed that all driveways and parking lots shall be paved in accordance with municipal standards in effect at the time of construction.
11. The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the Municipality, the Owner shall rectify the works at its sole expense.
12. The Owner shall be responsible, at his expense, to conduct pressure tests for the watermain network on the Site (as per AWWA and OPS standards). If the pressure test is not satisfactory, the Owner shall rectify the works at its sole

expense.

13. The Owner shall be required to conduct and coordinate all chlorination tests prior to connecting Site services to the municipal water system.
14. The Owner shall be responsible to maintain all infrastructures relating to the watermain and the sanitary and storm sewer networks on its property. The Owner may be required by the Municipality, from time to time, to maintain, clean and/or repair any infrastructure within the Site.
15. The Owner shall conduct all blasting in accordance with the most recent Ontario Provincial Standard Specifications (OPSS) namely OPSS 120 and OPSS 206 and must include a pre-blast survey by a qualified consultant.
16. All necessary and mandatory test results such as CCTV, pressure testing, chlorination and compaction test results must be submitted prior to receiving any request by Owner to reduce security deposits.
17. The Owner shall be responsible to replace as per Municipality standards any sidewalks that were damaged during the construction period.
18. The Owner shall sign an agreement with a qualified firm for testing and maintenance of fire hydrants located on his property. These works shall be performed once every year and test results and maintenance logs shall be supplied to the Municipality.
19. The Owner shall be responsible to repair any and all damages caused to Municipality streets, curbs and landscaping during his building operations. The Owner shall also keep clear and free of obstructions all Municipality streets used during his building operations.
20. The Owner shall abide and enforce any provincial and municipal By-laws, procedures and policies when working on Municipality streets and properties.