

THIS AMENDING SITE PLAN AGREEMENT made in duplicate this __ day of _____ 2022.

BETWEEN:

J.R. & Mario Holdings Inc.

Hereinafter referred to as the "Owner"

OF THE FIRST PART

-and-

The Municipality of Casselman

Hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Owner and the Municipality have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the Municipality's Site Plan Control By-law, as amended, and in accordance with Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and as approved on January 25, 2021.

AND WHEREAS J.R. & Holdings Inc. and the Municipality of Casselman are parties to a Site Plan Agreement dated the 21st day of June 1995, and registered in the Land Registry/Titles Office for the Land Registry Division of Russell (No.50) at Russell on the 31st day of July, 1995, as Instrument Number 154662 (the "Site Plan Agreement") which applies to and controls the development of the lands described in Schedule "A" attached hereto (the "Lands");

AND WHEREAS the Owner has applied to the Municipality to amend the scheme of development applicable to the Lands pursuant to the Site Plan Agreement, to provide for further developments, and it is therefore necessary to amend the approved plans which are referenced within the said Site Plan Agreement as more particularly detailed on the amended plans referenced hereto in Schedule "E" (the "Amended Plans").

NOW THEREFORE the Owner and the Municipality hereby covenant and agree as follows:

1. In this Agreement:

"ACCEPTANCE" means the date on which the Municipality accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

"AGREEMENT" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

"APPROVAL" means the date on which the Municipality is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Municipality, and further referred to in this Agreement;

"AS-BUILT DRAWINGS" means a revised set of drawings submitted by the Owner upon completion of a project reflecting all changes made in the

specifications and working drawings during the construction process, and showing the exact dimensions, geometry, and location of all elements of the work completed during construction;

“CHIEF BUILDING OFFICIAL” means the senior officer of the Construction Department of the Municipality or his/her designate;

“COUNCIL” means the Council of the Municipality;

“DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT” means the senior officer of the Planning Department of the Municipality or his/her designate;

“DIRECTOR OF PUBLIC WORKS” means the senior officer of the Public Works and Department of the Municipality or his/her designate;

“LANDSCAPE ARCHITECT” means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

“LETTER OF CREDIT” means the letter of credit provided by the Owner to the Municipality in accordance with the requirements of Schedule “B” of this Agreement;

“MAINTAIN” means to repair, replace, reinstate and/or keep operational;

“MUNICIPAL STANDARDS OR SPECIFICATIONS” means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owner as prescribed by the Municipality and its amendment from time to time by the Municipality and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached thereto;

“MUNICIPAL TREASURER” means the senior officer of the Finance Department or his/her designate;

“MUNICIPALITY” means the Municipality of Casselman and includes its successors and assigns and its officers, employees, agents, contractors and subcontractors;

“OWNER” means the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner;

“PLAN” or **“SITE PLAN”** means the Site Plan Approval by Council or a delegate of Council to act in the capacity of Council and includes the lands described in Schedule “A”;

“ROAD” means those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of “Streets” or “Public Highway” shall be synonymous with “Road”;

“WORKS” means those services, installations, structures, buildings and other works listed in and required by this Agreement.

2. This Amending Site Plan Agreement (the “Agreement”) shall be registered against the Lands. The Site Plan Agreement, as modified herein, shall bind

the parties hereto and their successors and assigns. Unless otherwise modified by the terms and conditions of this Agreement, the terms and conditions of the Site Plan Agreement shall continue to apply to the Lands, including, without limitation, the proposed development of the Lands as shown on the Amended Plans. Terms that are defined in the Site Plan Agreement and used in this Agreement shall have the meanings ascribed to them in the Site Plan Agreement.

3. The Amended Plans shall supersede and replace and/or be in addition to, as the case may be, the corresponding Plans contained in the Site Plan Agreement.

4. **Financial Requirements**

The Owner shall pay to the Municipality, by cash or certified cheque, the charges and fees, as set out in Schedule "B" attached hereto and other financial requirements including but not limited to legal fees, development charges, road cuts and building permit fees that may be required by the Municipality as established by by-law or resolution of Council 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 same when required by the Municipality.

5. **Performance Deposits**

All Works required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and shall be to the satisfaction of the Municipality. In order to ensure that such Works are provided and maintained by the Owner, the Owner shall deposit with the Municipality, before this Agreement is executed by the Municipality, a sum in cash, certified cheque or by irrevocable letter(s) of credit in a form and from a financial institution/user approved by the Municipal Treasurer, which deposit however made, may be referred to hereafter as a "performance deposit" or "performance redeposit". The performance deposit shall be based upon the total estimated cost of the Works required to be constructed or installed. The estimate of the cost of the Works and the amount of the performance deposit shall be those prescribed in Schedule "B", attached hereto, as approved by the Director of Planning and Economic Development.

6. **Letters of Credit - Renewal**

If the Owner satisfies the provisions of Clause 5 by depositing irrevocable letter(s) of credit with the Municipality, the following provisions shall apply:

- (a) Until the Acceptance or Approval 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 credit 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 thirty (30) days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Municipality in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- (b) Until the Acceptance or Approval 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 credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof.

- (c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) 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 or the whole amount of the existing letter(s) of credit notwithstanding anything otherwise contained herein. Any amount received by the Municipality shall be held by the Municipality in the same manner as if it had originally been cash deposited under the provisions of Clause 5.

7. Insurance Policy

- (a) The Owner shall obtain, before the execution of this Agreement, and keep in force during construction of the Works, Commercial General Liability insurance from an insurance company licensed to do business in Ontario, providing insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars, 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. Such policy shall name the Municipality of Casselman as an additional insured thereunder.
- (b) The policy shall provide coverage against claims for damage or injury including death to a person or persons, for damage to 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 during the construction, installation or maintenance of any Works to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in full force until final Acceptance of the Works by the Municipality.
- (c) The policy shall include written contractual liability, cross liability, contingent employer's liability, personal injury, liability with respect to non-owned licensed vehicles, premises and operations liability, Owner's and contractor's protective coverage, as well as severability of interest clause. The policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. The Owner shall forward to the Municipality, prior to the signing of this Agreement by the Municipality, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the insurance company providing the insurance. Such insurance policy shall contain an endorsement to provide the Municipality and the Owner with not less than thirty (30) days written notice of cancellation.

8. Plans and Reports

The Owner acknowledges and agrees that the plans and reports included in Schedule "E" hereto, form part of the site plan approval under Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13 and shall comply with such approval.

9. Release of Plans

The Owner hereby releases to the Municipality its rights to any approved drawings that form part of this Agreement or that may be required for development and/or building purposes, for the purposes of tendering the construction upon default of this Agreement. The Owner shall also ensure that appropriate releases to the Municipality are obtained from the Owner's consultants, if required.

10. Counterparts

This Agreement may be executed by the parties in separate counterparts and delivered by electronic PDF transmission, each of which so executed and delivered shall be a duplicate original, but all such counterparts shall together constitute one and the same instrument. For any Agreement the Municipality has deemed to require registration on title, the Parties agree that an original executed copy shall be provided to the Municipality following receipt of the electronic PDF transmission. Such original copy shall be used for registration.

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

Schedule "A"	Description of Lands to Which This Agreement Applies
Schedule "B"	Performance Deposits and Fees/Financial Requirements
Schedule "C"	Municipality Standards or Specifications
Schedule "D"	Site Specific Conditions
Schedule "E"	List of Approved Amended Plans and Reports

12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and 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. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

***(THIS SPACE INTENTIONALLY LEFT BLANK,
EXECUTION OF THIS DOCUMENT OCCURS ON THE NEXT PAGE)***

DATED AT _____ this _____ day of _____ 20____.

) J.R. & Mario Holdings Inc.

) Per:

)

)

)

) _____
Name: Mario Adam

) Title: Vice-President

)

) I have authority to bind the

) Corporation

)

)

)

(THIS SPACE INTENTIONALLY LEFT BLANK,

EXECUTION OF THIS DOCUMENT ALSO OCCURS ON THE NEXT PAGE)

DATED AT CASSELMAN this _____ day of _____, 20_____.

)	MUNICIPALITY OF CASSELMAN
)	Per:
Approved for execution)	
)	
)	_____
)	Daniel Lafleur, Mayor
Municipal Solicitor)	
)	
)	
)	_____
)	Sébastien Dion, Clerk

We have authority to bind the Corporation.

SCHEDULE "A"**DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES**

All and singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Casselman, being composed of:

DESCRIPTION	P.I.N.
Part of Lot 9, Concession 7, Township of Cambridge, now in the Village of Casselman, County of Russell, being designated as Part 3 on Plan 50R-3616	69021-0155 (LT)

SCHEDULE "B"**PERFORMANCE DEPOSITS AND FEES/FINANCIAL REQUIREMENTS****ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

Item	Description	Unit	Quantity	Unit Price	Contract Amount
	<u>PART A: REMOVALS</u>				
A.1	Site Removals and Disposal	LS	1	\$ 5,000.00	\$5,000.00
	Total PART A: REMOVALS				\$5,000.00
	<u>PART B: SITEWORKS</u>				
B.1	Labour & Supply for curb to ex. conc. island between DT lanes	LS	1	\$ 1,000.00	\$1,000.00
B.2	Supply & Construct Concrete Islands	sq.m	20	\$ 300.00	\$6,000.00
B.3	Supply & Compact new Asphalt where Conc. Islands removed	sq.m	20	\$ 250.00	\$5,000.00
B.4	Supply & Install Digital Order Boards (x2) and Menu Boards (x1) incl. bases, bollards and conduit as required	LS	1	\$ 30,000.00	\$30,000.00
	Total PART B: SITEWORKS				\$42,000.00
	<u>PART C: MISCELLANEOUS</u>				
C.1	Line Painting	LS	1	\$ 500.00	\$ 500.00
C.2	Supply and Install New Drive-Thru Directional Sign	LS	1	\$ 2,500.00	\$ 2,500.00
	Total PART C: MISCELLANEOUS				\$3,000.00
	SUMMARY	-			
	PART A: REMOVALS				\$5,000.00
	PART B: SITEWORKS				\$42,000.00
	PART C: MISCELLANEOUS				\$3,000.00
	ESTIMATED TOTAL				\$ 50,000.00

SECURITIES AND CASH PAYABLE

1.	Security Amount Required (Site Plan By-law 2020-52)	
	100% of Total Estimated Cost of Works on public property	\$0.00
	25% of Total Estimated Cost of Works on private property	\$12,500.00
	TOTAL SECURITY BY LETTER OF CREDIT	\$12,500.00
2.	Cash Payable	
	Design Review and Inspection Fee	
	a) J.L. Richards & Associates Limited	\$2,698.13
	Sub Total - Balance Due	\$2,698.13
	HST on balance due (13%)	\$215.85
	Total Design Review Fee plus HST	\$3,048.89
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE	\$3,048.89

Prior to the execution of this Agreement, the Owner shall pay the Municipality the said sum of **\$3,048.89**, in accordance with Clause 4 - Financial Requirements, contained herein.

Prior to the execution of this Agreement, the Owner shall deposit with the Municipality the said sum of **\$12,500.00**, in accordance with Clause 5 - Performance Deposits, contained herein.

3. Time Limit for Completion of Works

All Works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement unless an extension is granted in writing by the Director of Public Works.

Time Limit: 12 months.

SCHEDULE "C"**MUNICIPAL STANDARDS OR SPECIFICATIONS****Engineering****1. Extension of Municipal Services**

The Municipality shall not be responsible for the installation of any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the Standards or Specifications of the Municipality for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the Municipality for any Works involving the extension of municipal services and obtain any required approvals and permits of the Municipality.

2. Works on Municipality Road Allowances

Any Works required to be done by the Owner on Municipality road allowances shall be according to Municipal Standards and Specifications and the by-laws of the Municipality. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the Municipal road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director of Public Works.

3. Approvals

The Owner shall obtain all necessary approvals from the Ministry of the Environment, Conservation and Parks and the Municipality with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

4. Utilities

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cable authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities and the Municipality, and to be approved prior to the issuance of a building permit for the development.

5. Storm Water Management

- (a) The Owner shall require that the storm water management calculations be submitted in writing by a Professional Engineer, licensed in the Province of Ontario, to the Director of Public Works for his approval. Upon Acceptance and Approval of the Works, a written certification from said Professional Engineer and the As-built Drawings must be submitted to the Director of Public Works, confirming that the storm water management measures have been implemented as per the approved design.

- (b) The Owner shall be responsible for the repair and maintenance of the storm water control facility until Acceptance by the Director of Public Works.

6. Erosion and Sediment Control

The Owner agrees to implement the erosion and sediment control plan to provide for protection of the receiving storm sewer or water course during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with provincial/federal legislation pertaining to water quality and habitat.

7. Street Cleaning

On a continuous basis during development, the Owner shall maintain all streets within the area in order to ensure that they are clear of mud, dust and other material resulting from vehicles involved in development to the satisfaction of the Director of Public Works. The Owner shall prevent the 'flushing' of dirt and debris associated with development Work into any sewers. Upon any default by the Owner to maintain the streets, the Director of Public Works may, in his discretion, arrange for the required cleaning to be performed, and all costs incurred by the Municipality shall be recovered.

8. Performance of Works

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants, agents, contractors or subcontractors, shall be so performed as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the Municipality concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

9. Site Servicing

The Owner shall design and construct all site servicing to the approval of the Director of Public Works.

Inspection

10. Dye Test Inspection

- (a) The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed written certification with the Director of Public Works that the plumbing and lateral services have received and passed a dye test inspection.
- (b) The Owner shall submit written certification to the Director of Public Works, that all sanitary sewers and manholes, except private building sanitary sewer connections, have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

- (c) Such certification as described in subsection (a) and (b) above, shall be provided by a Professional Engineer, licensed in the Province of Ontario, retained by the Owner and approved by the Municipality.

11. Testing

The Owner may be required by the Municipality to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the Director of Public Works.

12. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the Director of Public Works, at the Owner's expense, before final Acceptance or Approval of the Works.

Fire Requirements

13. Fire Fighting Performance Standards

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the *Building Code Act, 1992*, S.O., 1992, c.23, as amended, and regulations made thereunder. The approved access routes shall be maintained in accordance with the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended. The Owner further agrees to abide by any Municipal by-law relating to the maintenance and signage of such access routes. The locations of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code, O. Reg. 332/12, as amended. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

14. Fire Fighting Maintenance Standards

- (a) Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code, O.Reg. 213/07, as amended, and the requirements of the Municipality.
- (b) The Owner acknowledges and agrees that no driveway serving any lot shall be located within 3.0 metres of a fire hydrant. No person shall obstruct the access to any fire hydrant. Vegetation or other objects shall not be planted or placed within a 3.0 metre corridor between the hydrant and the curb, or within a 1.5 metre radius beside or behind a hydrant, without the express written consent of the Municipality.

15. Fire Lanes and Parking Spaces for the Physically Disabled

- (a) The Owner acknowledges and agrees to provide, maintain and post signs designating fire lanes and parking for the physically disabled in conformity with applicable legislation. The Owner shall ensure that fire lanes are kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.
- (b) The Owner shall, if necessary, request the Municipality's assistance and agrees to permit the police and/or municipal law enforcement officers to enter upon the lands for the purposes of patrolling areas where parking is not permitted, and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

Landscaping

16. Inspections and Maintenance

- (a) Maintenance of plant material by the Owner shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticultural practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the subsequent Owner shall remain responsible for replacement. In addition, the Owner shall provide, for the Municipality's approval, a copy of the maintenance directions provided to subsequent owners.
- (b) The plant material shall be guaranteed until Acceptance and the Owner shall replace any plant material, as determined by the Municipality and be in accordance with the approved landscape plan.

General

17. Snow Storage

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the Director of Public Works. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing or landscaping. Snow storage areas shall not occupy driveways, aisles, required parking spaces, or any portion of a road allowance.

18. Dumping

The Owner shall not dump, or permit to be dumped, any fill and/or debris on adjacent lands, and/or road allowances, except as may be approved in writing by the Director of Public Works.

19. Exterior Lighting

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the Director of Public Works. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the Director of Public Works, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

20. Municipal Number Signs

The Owner shall 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 Chief Building Official, prior to occupancy of any buildings, or part thereof.

21. Waste Handling

- (a) The Owner shall provide, to the Municipality's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject lands, then the location and the screening of the said facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the Director of Public Works.
- (b) The Owner acknowledges and agrees that not all types of developments will be serviced by the Municipality's waste collection program. The Owner is responsible for determining if this service will be provided by the Municipality and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

22. Retention and Protection of Existing Trees

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or landscape plan shall be protected by fencing to the satisfaction of the Municipality prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the Director of Public Works.

23. Mailboxes

In cases where the development provided for in this Agreement is for ground oriented multiple family residential use, the Owner shall install a mailbox on the front of each dwelling unit, to the satisfaction of the Director of Public Works.

Plans

24. Submission of Approved Plans

The Owner shall file with the Director of Planning and Economic Development, one digital copy of all approved plans referenced in the Schedules to this Agreement, in a format acceptable to the Director of Planning and Economic Development. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with Municipality requirements and guidelines for referencing legal surveys.

25. Provision of Legal Survey

- (a) The Owner shall submit to the Chief Building Official a certified Surveyor's Real Property Report, prepared by a licensed Ontario Land Surveyor, including foundation elevations, upon completion of the foundation to ensure interim compliance with the relevant Municipali Zoning By-law, being By-law No. 1996-635, as amended.

- (b) The Owner shall supply to the Director of Public Works, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, for Municipality records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the Municipality's computerized systems.

SCHEDULE "D"

SITE SPECIFIC CONDITIONS

1. Execution of Agreement Within One Year

The Owner shall enter into this Amending Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the Municipality. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Prior Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between the Owner and the Municipality registered as Instrument No. 154662 on July 31, 1995, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement.

3. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the Director of Public Works.

4. Water Supply for Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps and pressure tanks, or gravity tanks.

5. Reinstatement of Municipality Property

The Owner shall reinstate, at its expense and to the satisfaction of the Director of Public Works, any property of the Municipality, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. Construction Fencing

The Owner shall install construction fencing, at its expense, in such a location as may be determined by the Director of Public Works.

7. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the Municipality's By-laws, and shall be subject to approval of the Director of Public Works.

8. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the Director of Public Works, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the Director of Public Works, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said

Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the Director of Public Works, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the Director of Public Works.

SCHEDULE "E"

LIST OF APPROVED AMENDED PLANS AND REPORTS

The Parties have agreed that the following plans and reports constitute part of the site plan approval under Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13. These documents can be viewed at The Municipality of Casselman Town Hall, 751 St. Jean Street, P.O. Box 710, Casselman, ON K0A 1M0.

Approved Plans

1. **DUAL ORDER DRIVE THRU CONVERSION SITE PLAN**, Drawing No. SP, Project No. V00606400-A0, prepared by exp Services Inc., dated September, 2020, revision 2 dated June 29, 2021, and approved by the Municipality on November 2, 2021.
2. **DUAL ORDER DRIVE THRU CONVERSION TRAFFIC MOVEMENT PLAN**, Drawing No. TMP, Project No. V00606400-A0, prepared by exp Services Inc., dated September 2020, revision 1 July 26, 2021, and approved by the Municipality on November 2, 2021.
3. **DUAL ORDER DRIVE THRU CONVERSION SIGN DETAILS**, Drawing No. SD, Project No. V00606400-A0, prepared by exp Services Inc., dated September 2020, revision 2 April 6, 2021, and approved by the Municipality on November 2, 2021.