

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 52-2017

Being a By-law to authorize the Mayor and Clerk to execute a Site Plan Agreement with Drs. Atanasiu Dentistry Professional Corporation in relation to the property described as being Part of Lot 9, Concession 3, O'Brien Road.

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, CHAPTER P.13, permits municipalities to pass by-laws to designate the whole or any part of the area covered by the Official Plan as a Site Plan Control Area; and

WHEREAS the Town of Renfrew has an approved Official Plan; and

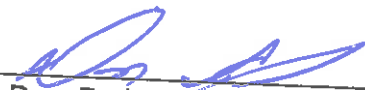
WHEREAS Council enacted By-law No. 45-85, being a Site Plan Control Area By-law to regulate development such as that proposed by Drs. Atanasiu Dentistry Professional Corporation.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:


1. THAT the Mayor and Clerk be authorized to execute a Site Plan Agreement with Drs. Atanasiu Dentistry Professional Corporation in relation to the property described as being Part of Lot 9, Concession 3, O'Brien Road with respect to the development of a professional office and associated site works.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time this 22nd day of August, 2017.



Don Eady, Mayor



Kim R. Bulmer, Clerk

Properties

PIN 57291 - 0148 LT

Description PART OF LOT 9, CONCESSION 3, HORTON, BEING PARTS 1 & 4 ON PLAN 49R18918; SUBJECT TO AN EASEMENT OVER PART 4, PLAN 49R18918 IN FAVOUR OF PART OF LOT 9, CONCESSION 3, BEING PARTS 2 & 3 ON PLAN 49R18918 AS IN RE218645; TOGETHER WITH AN EASEMENT OVER PART OF LOT 9, CONCESSION 3, BEING PART 3 ON PLAN 49R18918 AS IN RE218645; TOWN OF RENFREW

Address O'BRIEN ROAD
RENFREW

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name DRS. ATANASIU DENTISTRY PROFESSIONAL CORPORATION

Address for Service 7 Marchvale Drive
Ottawa, ON K2W 1C1

I, Diana Miriam Atanasiu and Nicolae Atanasiu, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name THE CORPORATION OF THE TOWN OF RENFREW		
Address for Service 127 Reglan Street S. Renfrew, ON K7V 1P8		

This document is being authorized by a municipal corporation Kim R. Bulmer, Clerk.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Town of Renfrew

Schedule: See Schedules

Signed By

Vladimir Hajtol	340 March Road, Suite 600 Ottawa K2K 2E4	acting for Applicant(s)	Signed	2017 10 17
Tel 613-270-8600				
Fax 613-270-0900				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

ALLAN SNELLING LLP	340 March Road, Suite 600 Ottawa K2K 2E4			2017 10 17
Tel 613-270-8600				
Fax 613-270-0900				

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment	
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<i>Statutory Registration Fee</i>	\$63.35
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<i>Total Paid</i>	\$63.35
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CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Corporation of the Town of Renfrew 127 Raglan Street South	Drs. Atanasiu Dentistry Professional Corporation 7 Marchvale Drive
Renfrew ON POSTAL CODE K7P 1P8	Kanata ON POSTAL CODE K2W 1C1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
 For Additional Details...
 See Attached...

4. COVERAGES
 This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)						
				COVERAGE	DED.	AMOUNT OF INSURANCE				
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Certain Underwriters at Lloyds of London BR236547	2017/10/11	2018/05/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE						
				- EACH OCCURRENCE	2,500	5,000,000				
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		5,000,000				
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY						
				MEDICAL PAYMENTS						
				TENANTS LEGAL LIABILITY						
				POLLUTION LIABILITY EXTENSION						
				NON OWNED AUTOMOBILE						
				AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
								BODILY INJURY (PER PERSON)		
BODILY INJURY (PER ACCIDENT)										
PROPERTY DAMAGE										
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE						
				AGGREGATE						
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Builder's Risk	Certain Underwriters at Lloyds of London BR236547	2017/10/11	2018/05/31	Broad Form		660,000				
<input type="checkbox"/>										
<input type="checkbox"/>										

5. CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

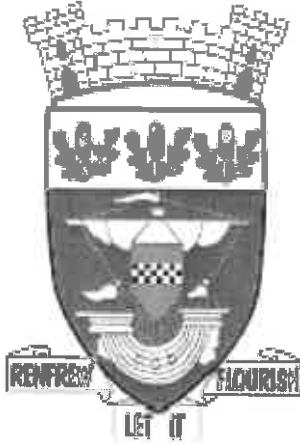
6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
Arthur J. Gallagher Canada Limited 250 York Street, Suite 400	Corporation of the Town of Renfrew 127 Raglan Street South
London ON POSTAL CODE N6A6K2	

BROKER CLIENT ID:	Renfrew ON POSTAL CODE K7P 1P8
CERTIFICATE AUTHORIZATION	
ISSUER	CONTACT NUMBER(S) TYPE Phone NO. 519-646-5800 TYPE NO. TYPE Fax NO. 519-646-5812 TYPE NO.
AUTHORIZED REPRESENTATIVE Michael Schepers	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2017/10/11 EMAIL ADDRESS michael_schepers@ajg.com

DESCRIPTIONS Continued.

Project: New Dental Office
Location: 815 O'Brien Road, Renfrew, ON

Additional Insured:
Municipality of the Town of Renfrew
GM Hudson Construction Management



SITE PLAN AGREEMENT

PART OF LOT 9, CONCESSION 3, O'BRIEN ROAD

BETWEEN

**DRS. ATANASIU DENTISTRY
PROFESSIONAL CORPORATION**

AND

**THE CORPORATION OF THE
TOWN OF RENFREW**

AUGUST 2017

BETWEEN: DRS. ATANASIU DENTISTRY PROFESSIONAL CORPORATION

HEREINAFTER CALLED THE "OWNER"
OF THE FIRST PART

AND: THE CORPORATION OF THE TOWN OF RENFREW

HEREINAFTER CALLED THE "TOWN"
OF THE SECOND PART

WHEREAS the Town of Renfrew has enacted Site Plan Control Provisions pursuant to the provisions of Section 41 of the *Planning Act* R.S.O. 1990, Chapter P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the Town and the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Owner to the Town, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

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PART 6	FINANCIAL REQUIREMENTS
PART 7	RELEASE OF DEPOSIT
PART 8	SPECIAL CONDITIONS
PART 9	INSURANCE
PART 10	GENERAL CONDITONS
PART 11	MINOR MODIFICATIONS TO THE SITE PLAN

1. DEFINITIONS, LAND AND SCHEDULES

In this Agreement:

- a) **"AGREEMENT"** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;
- b) **"TOWN"** shall mean the Corporation of the Town of Renfrew and shall include any employee or agent authorized by the Council of the said Town to act on its behalf;
- c) **"TOWN ENGINEER"** means the Director of the Department of Development and Works for the time being or such other person or persons designated by him;
- 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 Work for or on behalf of the Owner or Owners;
- e) **"WORK"** 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 to in the Schedules attached herein.

The lands to which this Agreement applies are those described in Schedule "A" and shown on the plan attached to Schedule "B".

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

Schedule "A"	- Description of the land to which this Agreement applies
Schedule "B"	- Plans
Schedule "C"	- Financial Requirements
Schedule "D"	- Form of Letter of Credit
Schedule "E"	- Planning and Engineering Requirements

2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are those lands described in Schedule "A" to this Agreement.
- b) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- c) The Owner covenants and agrees with the Town 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 Work 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 Work 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.
- d) The Owner shall cause this Agreement to be registered on the lands to which this Agreement applies, at the expense of the Owner, 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 Town to issue building permits for the construction of the Work 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.

- e) The Owner shall provide As-built plans when the project is completed, to the satisfaction of the Town.

3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any building or structure before the issuance to the Owner by the Town of a building permit. No building permit shall be issued until such time as this Agreement is registered.
- b) The Owner further agrees that the proposed building(s) and other Work including landscaping detail specified in Schedule "B" attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Town and shall be substantially completed within twenty four (24) 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 Schedules hereto, to the satisfaction of the Town. No buildings or other Work shall be erected on the said lands other than those erected in conformity with Schedule "B".
- c) The Owner understands and agrees that if construction of the Work 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 Town prior to any buildings or other Work 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 Town, subject to the requirement by the Town of a new Site Plan Agreement.
- d) The Owner understands and agrees that written authority of the Town shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules. It is also understood and agreed that failure to comply with any term or condition contained herein or with Schedule "B" attached hereto will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all work on the herein described lands, immediately on receipt of notice by the Town of withdrawal of the building permit, until such time as written authority is obtained from the Town to proceed.
- e) The Owner covenants and agrees to pay to the Town the development charges which are established by By-Law of the Council of the Town and said charges shall be those in effect on the date of issue of a building permit for which an application has been made.
- f) The Owner covenants and agrees to pay to the Town all applicable connection charges which are established by By-Law of Council of the Town of Renfrew 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.
- g) Until all Work has been completed to the satisfaction of the Town, 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 Work carried out under the terms of this Agreement.
- h) 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 Town.

- i) The Owner shall comply with those additional planning and engineering requirements set out in Schedule "E" hereto attached.
- j) All exterior lighting shall be directed to shine down and away from abutting residential zones and public highways.
- k) All reports and/or studies required as a result of the Work in this Agreement shall be implemented to the Town's satisfaction at the sole expense of the Owner.

4. LANDSCAPING REQUIREMENTS

- a) The Owner shall install landscaping in accordance with Schedule "B".
- b) 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.
- c) The Owner shall replace in accordance with Schedule "B" any landscaping material which dies within one (1) year of planting and which is put on the Site in compliance with Schedule "B".
- d) The Owner shall be responsible for the removal of snow within the Site. On-site stockpiling of snow shall only occur temporarily in the surplus parking spaces until such time as the Owner has the opportunity to remove the snow off-site. No stockpiling of snow shall take place on required parking spaces.

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 the approval and inspection of the Town. The Town shall make its best efforts to carry out these inspections within twenty-four (24) hours of the Town receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) 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 Town.
- c) 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 Town. The Owner is responsible for the construction of the Storm water control system.
- d) 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.
- e) The Owner shall arrange at its own expense with utility, telephone or any other similar utility company for the installation and connection 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 Town. 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 Town.

- f) All hydro, cablevision and/or telephone, internet services shall be underground except where such services are not underground in the street fronting the Site.

6. FINANCIAL REQUIREMENTS

- a) The Owner shall pay to the Town, 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 Town as established by by-law or resolution of the Council of the Town in effect at the time of application for a building permit. The Owner shall reimburse the Town for all present and future invoices from the Town's consultants that may be required for a peer review as well as a legal fees submitted to the Town's from its solicitor in regards to this Site Plan.
- 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 Town. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Town, the Owner shall deposit with the Town, a sum in cash or by irrevocable letters of credit in a form approved by the Town Treasurer (which deposit however made, may be referred to hereafter as "a deposit"), equal to one hundred percent (100%) of the estimated cost of the Work to be done by the Owner, such cost of construction and installation of the Work being shown in Schedule "C" hereto annexed. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Town they must be in the form set out in Schedule "D" annexed hereto.
- c) In the event of a default by the Owner or its assigns in the provision, maintenance and repair of all matters and things required to be done by the Owner pursuant to this Agreement, the Town may at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Town may authorize the use of any or all of the cash or letters of credit deposited with the Town pursuant to Clause 6(b), to pay for the cost to the Town of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Town plus fifteen percent (15 %) of such cost as a charge for overhead. Any costs incurred by the Town 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 Town within thirty (30) days of the mailing of an invoice by the Town 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 Town in like manner as municipal taxes pursuant to the provisions of Section 398 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended.
- d) If the Owner satisfies the provisions of clause 6(b) by depositing irrevocable letter(s) of credit with the Town, the following provisions shall apply:
- i) Until the completion of all Work required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, 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 90 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Town in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

- ii) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clause (i) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited.
- e) 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 lands contained in Schedule "A" hereto.

7. RELEASE OF DEPOSIT

- a) Upon completion of the Work and receipt by the Town of a written request of the Owner, the Town shall conduct a site inspection to determine the conformity of the completed Work. The request must be accompanied by a written certification from the project engineer confirming that the Work have been completed in accordance with this agreement and in accordance with generally accepted construction standards. The security deposit shall be released when the Work required pursuant to this agreement have, in the opinion of the Town, been substantially completed by the Owner.
- b) The Owner may, from time to time during the construction period, request that the Town reduce the security deposit outlined in Schedule "C" in an amount equal to the cost of any completed Work. Any such request must be accompanied by a written certification from the project engineer confirming that the applicable portion of the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards.
- c) An inspection will be carried out by the Town Engineer in order to determine the appropriate amount to release for the completed Work. Please note that 5% of the value of any Work performed will be held back for a period of one (1) year from the date of the substantial completion.
- d) On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Town pursuant to this Agreement, but only after clause 7b) has taken place.

8. SPECIAL CONDITIONS

- a) The Owner agrees to assume all responsibilities related to garbage and recycling pickup. The Owner shall separately arrange for the removal of all waste material and recycling from the Site, and shall dispose of all garbage, waste and recycling at its expense.
- b) The Owner shall pay all development fees, water and sewer fees (if applicable) at the time of the building permit.
- c) The Owner agrees to ensure that all development be made as per the engineering standards of the Town of Renfrew.
- d) The Owner shall meet all the requirements of the City's Fire Department with respect to the identification, maintenance, snow removal and signing

of fire routes and the Applicant shall permit a representative of the City's Fire Department to complete and inspection of the facility once it is built.

- e) The Owner shall ensure that all signage conforms to By-Law No. 19-95, as amended.
- f) The Owner agrees to respect all requirements, including agreements and easements, from public utilities such as Canada Post, Renfrew Hydro, Bell Canada, Enbridge, etc.
- g) The Owner shall take the necessary steps in order to prepare and register on Title/Deed a maintenance/joint-use agreement relating to the shared use and maintenance of the stormwater management system located between the severed and retained parcels of Consent File D-10-113. The Town requires that a copy of the confirmation and the details of registration as well as a copy of the abstract page (legal description) demonstrating the registration in order to deem this condition complete.
- h) The report titled Stormwater Management Report prepared by Jp2g Consultants Inc., dated July 18th, 2017, is part of this Agreement, thereto is available for review at the Town of Renfrew, 127 Raglan Street South, Renfrew, Ontario, K7V 1P8.
- i) The memorandum titled Traffic Impact Assessment prepared by BT Engineering, dated June 29th, 2017, is part of this Agreement, thereto is available for review at the Town of Renfrew, 127 Raglan Street South, Renfrew, Ontario, K7V 1P8.

9. INSURANCE

- a) The Owner shall provide 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 acceptable to the Town, providing insurance coverage in respect of any one occurrence to the limit of at least Five Million Dollars (\$ 5,000,000.00) 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. Such policy shall designate the Town as a named additional insured thereunder.
- 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 Town 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 Work 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 Owner shall forward to the Town, prior to the signing of this Agreement by the Town, 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 Town and the Owner with not less than thirty (30) days written notice of cancellation.

10. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry of the Environment for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry of the Environment for the proposed facility or any addition thereto and shall supply the Town with copies of all approvals or conditions enforced

or set by the Ministry. No building permit will be issued without receipt by the Town of the said approval.

- b) The Owner shall provide to the Town a copy of all joint use agreement(s) relating to the development of this site.
- c) All discharges from the Owner's property shall comply with the provisions of the Town's Sewer Use By-law 41-81, as amended from time to time.
- d) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action to enforce compliance, as deemed appropriate by the Town.
- e) This Agreement shall enure 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.
- f) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or 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.
- g) 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.
- h) 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 Town as follows:

TO THE OWNER:

DRS. ATANASIU DENTISTRY
PROFESSIONAL CORPORATION

499 RAGLAN STREET NORTH
RENFREW, ONTARIO K7V 1P6

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

TO THE TOWN:

CORPORATION OF THE TOWN
OF RENFREW
127 RAGLAN STREET SOUTH
RENFREW, ONTARIO K7V 1P8

- i) The Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees to indemnify and save harmless the Town 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 Work.
- j) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

11. MINOR MODIFICATIONS TO THE SITE PLAN

- a) The Owner shall notify the Town of any proposed change of use or uses on the Site before, during or after the completion of the Work 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 Director of the Department of Development and Works.

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 Renfrew THIS 5 DAY OF Sept, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

DRS. ATANASIU DENTISTRY PROFESSIONAL CORPORATION



Per:

Title:



Per:

Title:

"We have the authority to bind the Corporation"

DATED AT THE TOWN OF RENFREW THIS 6th DAY OF SEPTEMBER, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF RENFREW



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Part of Lot 9, Concession 3; O'Brien Road; Parts 1 and 4 of Plan 49R-18918

SCHEDULE "B"**PLANS**

The following plans/drawings apply to this Site Plan Agreement and, except approval by the Director of the Department of Development and Works, the development of the lands, the construction of all Works will be in accordance with these plans/drawings:

The following approved plans shall be deemed to form part of Schedule "B" of this agreement:

Plans:


Drawing No.	Drawing Description	Prepared by	Current Revision Date DD/MM/YYYY
C1	Off-Site Servicing/ On-Site Servicing, Grading and Drainage Plan	Jp2g Consultants Inc.	Rev. 3 25/08/17
STM-PRE	Stormwater Management Drainage Plan – Pre - Development	Jp2g Consultants Inc.	Rev. 3 25/08/17
STM-POST	Stormwater Management Drainage Plan – Post - Development	Jp2g Consultants Inc.	Rev. 3 25/08/17
DET-1	Schedules and Details	Jp2g Consultants Inc.	Rev. 3 25/08/17
DET-2	OPSD Details	Jp2g Consultants Inc.	Rev. 3 25/08/17

The original plans can be viewed at the Corporation of the Town of Renfrew at the following address: 127 Raglan Street South, Renfrew, Ontario, K7V 1P8


SCHEDULE 'C'
FINANCIAL REQUIREMENTS

- 1) The Owner shall deposit with the Town cash, certified cheque or letter of credit equal to one hundred percent (100%) of the estimated cost of the Work set out below and hence the said deposit to be submitted in the amount of **\$113,443.00** on the following estimates relevant to Schedule "B".

Site Works to be provided by the Owner

 Jp2g Consultants Inc. ENGINEERS • PLANNERS • PROJECT MANAGERS					
Engineer's Estimates (Class D) - July 18, 2017					
Jp2g Project No. 17-5050A – Renfrew Dentist Office					
1.0 Storm Sewer System					
ID	DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL
1.1	Storm Sewers (200mm dia PVC SDR-35)	m	13.0	\$ 225	\$ 2,925
1.2	Storm Sewers connection to CB-2	ea	1.0	\$ 1,000	\$ 1,000
1.3	Storm Catchbasin Manhole (OPSD 701.010)	ea	0.0	\$ 3,500	\$ -
1.4	Storm Catchbasin 800 x 600 (OPSD 705.010)	ea	1.0	\$ 2,500	\$ 2,500
1.5	Manhole Frame and Grate (OPSD 401.010 Type B)	ea	0.0	\$ 500	\$ -
1.6	Catchbasin Frame and Grate (OPSD 400.020)	ea	1.0	\$ 500	\$ 500
1.7	Flow Restrictor (CBMH-01)	ea	0.0	\$ 800	\$ -
1.8	Swale	m	54.0	\$ 100	\$ 5,400
1.9	Rip-rap	m ²	0.0	\$ 250	\$ -
1.10	CCTV post-construction review	l.s.	1.0	\$ 500	\$ 500
sub-total					\$ 12,825
2.0 Asphalt, Grading, and Drainage					
ID	DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL
2.1	excavation and rough grading	l.s.	1.0	\$ 2,500	\$ 2,500
2.2	asphalt sawcutting and 500mm Milling at entrance	l.s.	1.0	\$ 500	\$ 500
2.3	Granular 'A' Parking Lot Base (150mm)	t	270.0	\$ 28	\$ 7,560
2.4	Granular 'B' Parking Lot Subbase (300mm)	t	540.0	\$ 24	\$ 12,960
2.5	asphalt pavement (50mm HL3)	t	91.9	\$ 100	\$ 9,188
2.6	granular shoulder (1.0m width each side)	t	0.0	\$ 30	\$ -
2.7	Entrance Culvert (500mm Dia.)	m	0.0	\$ 195	\$ -
2.8	Concrete Barrier Curb	m	202.0	\$ 75	\$ 15,150
2.9	Concrete Sidewalk	m ²	142.0	\$ 200	\$ 28,400
2.10	Line painting	l.s.	1.0	\$ 1,000	\$ 1,000
sub-total					\$ 77,258
3.0 Utility servicing					
ID	DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL
3.1	Sanitary Service 125mm dia.	m	24.0	\$ 130	\$ 3,120
3.2	Sanitary Service connection to Sanitary Main	l.s.	1.0	\$ 2,000	\$ 2,000
3.3	Water Service 25mm dia.	m	32.0	\$ 75	\$ 2,400
3.4	Water service Connection to Main with saddle	l.s.	1.0	\$ 2,000	\$ 2,000
3.5	Water Service Curb Stop	ea.	1.0	\$ 750	\$ 750
sub-total					\$ 10,270

SCHEDULE 'C' (CONTINUED)

Engineer's Estimates (Class D) - July 18, 2017 Jp2g Project No. 17-5050A – Renfrew Dentist Office					
 Jp2g Consultants Inc. <small>ENGINEERS • PLANNERS • PROJECT MANAGERS</small>					
4.0 Miscellaneous Items					
ID	DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL
4.1	environmental requirements - allowance	l.s.	1.0	\$ 2,500	\$ 2,500
4.2	Top Soil (100mm)	m ³	26.0	\$ 65	\$ 1,690
4.3	Sod (incl. watering)	m ²	260.0	\$ 15	\$ 3,900
4.4	Garbage enclosure including concrete pad and fencing	l.s.	1.0	\$ 5,000	\$ 5,000
sub-total					\$ 13,090
SUMMARY					
1.0 Storm Sewer System					\$ 12,825
2.0 Asphalt, Grading, and Drainage					\$ 77,258
3.0 Utility Servicing					\$ 10,270
4.0 Miscellaneous Items					\$ 13,090
TOTAL					\$ 113,443

The above estimates are based upon site Work described on Schedule "B"

- 2) The Owner shall reimburse the Town for all invoices submitted by the Town's consultant that may be required for a Peer Review as well as a Legal Fees submitted to the Town's from its solicitor in regards to this Site Plan.

SCHEDULE "D"
FORM OF LETTER OF CREDIT

The Corporation of the Town of Renfrew
127 Raglan Street South
Renfrew, Ontario
K7V 1P8

RE: Guarantee No.:
Amount \$:
Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the Bank of (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the Town of Renfrew (the "Corporation"), of a total amount of \$_____.

This guarantee is issued in connection with the performance by of all the terms of a Site Plan Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either (i) Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or (ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has not been paid to you if the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives ninety (90) days notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the work has been completed. The amount by which this letter of credit shall be reduced, shall be one-half (1/2) of the value of the work done and materials supplied as certified in writing by the Corporation.

Yours truly,

(Authorized Signature)

SCHEDULE "E"
PLANNING AND ENGINEERING REQUIREMENTS

1. The Owner agrees to construct to the satisfaction of the Town, fences, hedges, parking, accesses, aisles, landscaping, signs, and lighting 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 Work.
3. The Owner agrees to permit the Town By-Law Enforcement Officer to enter upon the Site for the purposes of patrolling areas where parking is not permitted.
4. The Owner agrees that the installation of any exterior lighting on the Site or on the building shall be approved by the Town Engineer and Hydro Services and shall be shown on the plans attached hereto forming part of this Agreement.
5. 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 Town, the Owner shall rectify the works at its sole expense.
6. 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 Town, from time to time, to maintain, clean and/or repair any infrastructure within the Site.
7. 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.
8. The Owner shall be responsible to repair any and all damages caused to Town streets, curbs and landscaping during the building operations. The Owner shall also keep clear and free of obstructions all Town streets used during the building operations.
9. The Owner shall abide and enforce any provincial and municipal By-laws, procedures and policies when working on Town streets and properties.