

THIS AGREEMENT made this                      day of                      , 2011 A.D.

BETWEEN:

**MERIDIAN CREDIT UNION LIMITED**

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter called the "Town"

OF THE SECOND PART

**WHEREAS** the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto (the "Lands");

**AND WHEREAS** the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

**AND WHEREAS** the Owner is desirous of constructing an addition to the existing financial institution in accordance with Schedule "B" attached hereto and filed in the Town's offices;

**AND WHEREAS** the Town has agreed to permit the said construction subject to certain terms and conditions;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

**1. DEFINITIONS**

In this Agreement:

- (a) **CHIEF BUILDING OFFICIAL** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **CLERK** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **COUNCIL** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **DIRECTOR OF FINANCIAL SERVICES** shall mean the Director of Financial Services of the Corporation of the Town of Pelham.
- (e) **DIRECTOR OF COMMUNITY AND INFRASTRUCTURE SERVICES** shall mean the Director of Community and Infrastructure Services the Corporation of the Town of Pelham.
- (f) **DIRECTOR OF PLANNING & DEVELOPMENT SERVICES** shall mean the Director of Planning & Development Services of the Corporation of the Town of Pelham.
- (g) **FACILITIES AND WORKS** shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) **LANDS** shall mean the lands described in Schedule "A" attached hereto.
- (i) **PROFESSIONAL ENGINEER** shall mean a Professional Engineer registered with the Association of Professional Engineers.
- (j) **PROFESSIONAL ARCHITECT** shall mean a Professional Architect registered with the Ontario Association of Architects.

the area of the site, to the street storm sewer system or other outlet approved by the Director of Community and Infrastructure Services. This Plan, attached hereto as Schedule "B" shall be approved by the Director of Community and Infrastructure Services prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Community and Infrastructure Services.

- (b) The Owner shall submit, upon completion of facilities and works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on "B" to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, servicing and erosion controls have been installed in conformance with the approved Site Grading and Services Plan prepared by Chris Turner Associates Inc. The Owner shall provide a copy of the Design Engineer's verification to the Town.

## 5. SANITARY SYSTEM

- (a) The Owner shall, at its own expense, construct a sanitary sewer system on the said Lands to adequately serve the building to be erected thereon, such construction to be in accordance with specifications and a design approved by the Director of Community and Infrastructure Services and filed in the Town's offices prior to the issuance of a Building Permit. This Plan, attached hereto as Schedule "B", shall be approved by the Director of Community and Infrastructure Services prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Community and Infrastructure Services.
- (b) The Owner undertakes to repair and forever maintain the private sanitary sewer system located on the said Lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.
- (c) The Owner agrees to provide full-time resident inspection of the relocated municipal sanitary sewer installation.
- (d) The Owner agrees to provide to the Director 'As Constructed' drawings of the municipal sanitary sewer installed or constructed in both hard copy and DWG digitized format (AutoCad 2000 or equivalent), at the time of completion of the services.
- (e) The Owner shall obtain a Regional Construction Encroachment Permit concerning the required connection to the sanitary sewer system.

## 6. WATER SUPPLY

- (a) The Owner shall, at its own expense, construct, install and forever maintain all necessary connections and all internal water supply services necessary to serve the development, such construction to be in accordance with the requirements of and with specifications and a design approved by the Director of Community and Infrastructure Services and filed in the Town's offices prior to the issuance of a Building Permit.
- (b) The Owner shall ensure that Town Staff certified in accordance with Ontario Regulation 128/04 witness the required connection to the municipal water supply service.
- (c) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall ONLY be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.

12. BUILDING AND SERVICES

The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

13. ADMINISTRATIVE AND CONSULTING COSTS

The Owner shall pay the Town's reasonable costs in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

14. DEPOSIT FOR FACILITIES AND WORKS

(a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to the lesser of:

- i. the estimated cost of completing the Facilities and Works; or
- ii. \$60,000.00.

The parties have calculated that the estimated cost for completion to be approximately sixty thousand dollars (\$60,000.00) as set out in Schedule "C" attached hereto and forming part of this Agreement.

- (b) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.
- (c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Professional Architect or Professional Engineer or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.
- (d) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.
- (e) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (f) The Owner agrees that all of the Facilities and Works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

20. PLANS

The Owner agrees that all plans shall be drawn by a Professional Architect or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

21. NOTICES

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at: Clerk  
Town of Pelham  
P. O. Box 400  
20 Pelham Town Square  
Fonthill ON L0S 1E0

To the Owner at: Meridian Credit Union Limited  
Insert Head Office Address

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 21. Any notice delivered to the party to whom it is addressed in this Section 21 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

22. SCHEDULES

The originals of the plans set out in Schedule "B" are available at the offices of the Town at the address set out in Section 21.

23. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS

MERIDIAN CREDIT UNION LIMITED

\_\_\_\_\_  
(printed name)

☐ I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF  
PELHAM

\_\_\_\_\_  
Mayor Dave Augustyn

\_\_\_\_\_  
Nancy J. Bozzato

## SCHEDULE "B"

## SITE PLAN

Site Plan, File SP1, prepared by Quartek Group Inc., dated ????????, 2011, the original of which is located at the Town at the address shown in Section 21 of this Agreement.

DRAFT