



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date: Monday, June 14, 2021

To: Mayor Mills and Members of Council

From: **Steve Wever, Town Planner**

Report: P2021-24

Subject: **SPA 20/02 – Shelburne Commercial Developments Ltd.**
Application for Site Plan Approval
900 Main Street East (Block 216)

Recommendation

Be it resolved that Council receive Report P2021-24 as information.

Be it resolved that, Site Plan Application SPA 20/02 be approved, subject to the following conditions:

1. That the Owner enter into a Site Plan Agreement with the Town of Shelburne; and
2. That the Owner shall submit final Site Plan drawings and information addressing review comments to the satisfaction of the Town Engineer and the Town Planner and satisfying the requirements of the MTO and the County of Dufferin including provisions to be included in the Site Plan Agreement to provide for implementation of the recommendations of a final Traffic Assessment and Functional Design Study for the development.

Be it resolved that By-law 36-2021, being a by-law to enter into a Site Plan Agreement with Shelburne Commercial Developments Ltd., substantially in the form attached to the by-law, for the commercial development of part of the property at 900 Main Street East (Block 216 of DPS 18/01), be read a

first, second and third time and finally passed, authorizing the Mayor or his designate and the Clerk to execute the agreement.

Background

A site plan application has been submitted by Shelburne Commercial Developments Limited (Fieldgate Commercial) for a proposed retail commercial development on Block 216 of the Shelburne 89 Developments Limited (Fieldgate) Draft Plan of Subdivision located at 900 Main Street East.

Additional background and information is provided in Report P2020-12 received by Council on September 21, 2020.

Analysis

Proposed Development – Revised Site Plan

The applicant proposes to develop the Site for a commercial/retail centre with five (5) buildings. The overall proposal and layout of the Site Plan remains consistent with plan presented to Council in September 2020, with only minor changes. The following points summarize key elements of the revised Site Plan:

- The total building area of the five (5) buildings proposed has increased slightly from 6,140 square metres (66,097 sq. ft.) to 6,193 sq. m. (66,656 sq. m.):
 - Building A is the largest building and remains proposed for a primary commercial retail anchor tenant identified as a food store (Foodland), and has not changed (3,023 sq. m. / 32,540 sq. ft.);
 - Building B remains proposed for retail use (Dollarama) and has not changed (931 sq. m. / 10,021 sq. ft.);
 - Building C was originally proposed for 5 commercial retail units and has been revised to 2 units with the addition of the LCBO as a tenant in one of the units in Building C, increasing the total floor area of Building C (by approximately 33 sq. m. / 355 sq. ft. for a total floor area of 1,012 sq. m. / 10,890 sq. ft.), and has been shifted slightly west to address compliance with the minimum exterior side yard requirement (4.5m);
 - Building D has been enlarged as the reduction in the number of units in Building C required enlargement of some of the units in Building D (by approximately 19 sq. m. / 205 sq. ft. for a total floor area 762 sq. m. / 8,200 sq. ft. for the smaller units for tenants previously included in Building C), and has been shifted a few metres to the east

to accommodate a drive-through for a proposed restaurant use (Starbucks) in the unit closest to Main Street East;

- Building E remains proposed for a stand-alone restaurant (McDonald's) with drive-through (464 sq. m. / 5,005 sq. ft.);
- The small changes to total building floor area has increased the parking requirement slightly by 3 spaces from 361 spaces to 364 spaces (367 parking spaces are provided on the Site Plan, including 16 designated barrier-free spaces);
- The parking and loading area behind Building C has been reconfigured slightly to provide a loading space for the proposed easterly commercial unit (LCBO);
- Two electric vehicle charging stations have been added to the plan;
- Screening of the loading areas behind Buildings A/B/C, including the proposed berm, acoustic fence and landscaping, have been further detailed with streetscape visualizations provided;
- Other changes of a technical nature have been made to site servicing, grading and drainage/stormwater management plans to address engineering review comments provided by the Town's engineers;
- A potential location for a future site interconnection with the existing plaza at 802 Main Street East (Wigglesworth Plaza) had been previously shown on the plan, as requested by the Town, but a site interconnection is not included in the revised plans, and the applicant proposes improvements on County Road 124 at the existing plaza driveway in lieu of a site interconnection, as further discussed below.

As part of the revised submission, the applicant has provided an updated version of the overall site plan, landscape plan, and building elevations. Additionally, the applicant has provided engineering drawings for site grading, servicing, erosion and sediment controls and stormwater management, a salt management plan, traffic brief, noise study and lighting plan.

The required parking spaces, pedestrian connections, waste areas, loading areas and screening have been incorporated in the site design. An additional pedestrian connection is required along the west side of the driveway from Potawatomi Crescent at the north end of the site to Building D in the south-west, and will be required to be included in the final plans.

Shelburne East Area Transportation Study / Site Interconnection

As summarized in the previous planning report on this application (P2020-12), the 2012 Shelburne East Area Transportation Study (SEATS) prepared jointly by the Town, County and MTO, recommends that commercial development of this property should accommodate a site interconnection with the existing plaza (Wrigglesworth Plaza) to maintain traffic access to and from the existing plaza from Highway 10/89 and County Road 124.

This also relates to other recommendations of the SEATS, including the recommendations for raised centre medians along Highway 10/89 and County Road 124 which restrict the existing plaza driveways to right-in/right-out movements along both roadways. The raised centre median is in place along Highway 10/89 and has been extended easterly as part of the highway improvements completed for the Fieldgate subdivision development.

The timing for a raised centre median on County Road 124 has not been determined, and it is expected that the existing plaza driveway on County Road 124 will continue to accommodate full-move access until that time. The SEATS recommended a future raised centre median due to concerns that the traffic growth will cause increasing delays for the left-turn movements at the existing plaza driveway on County Road 124.

At its meeting of September 21, 2020, Council resolved:

"... THAT Council reconfirms the Town's position and recommendation of the Shelburne East Area Transportation Study, that the site plan development of the land now known as Block 216 of the Shelburne 89 Developments Limited Draft Plan, incorporate plans for a future commercial site interconnection with the existing Wrigglesworth Plaza at 802 Main Street East to accommodate alternative means of access for all turning movements on Highway 10/89 and County Road 124 to and/or from the existing plaza, subject to, and in accordance with the approvals and requirements of the MTO and County of Dufferin."

During pre-consultation on this proposed development, staff noted the SEATS recommendation for a site interconnection and requested preliminary comments from the MTO. MTO provided comments indicating that MTO does not support site interconnection with the westerly property (Wrigglesworth Plaza) as interconnection may interfere with that site's perimeter service road and drive-through queue lanes and may have a negative impact on site ingress/egress and increased the turning movements within the functional area of the Highway 10/89 and County Road 124 intersection.

Subsequently, following the presentation of this application to Council in September 2020 and Council's further consideration of the SEATS

recommendation at that time, staff reviewed the potential for a site interconnection further with MTO and it was discussed that:

- A potential alternative interconnection location on the north side of the existing plaza should be reviewed to avoid interference with the drive-through lane at the existing plaza;
- A future right-in / right-out condition on County Road 124 will result in undesirable traffic routing through the subdivision for southbound traffic on County Road 124 accessing the plaza and traffic exiting the plaza to go east on Highway 89;
- To assist with this review, the applicant was requested to provide a functional plan illustrating a potential future site interconnection on the north side of the existing plaza, as this would also assist with developing the necessary provisions in the Site Plan Agreement and how this would be implemented through required planning approvals for the future medium/high density residential / commercial block to the north of the existing plaza;
- The design should balance the objectives of providing a future alternative ingress/egress to and from the existing plaza, minimizing the amount of non-residential traffic routing through the interior low density residential portion of the subdivision, while also minimizing the impact on the area available for development within the future medium/high density/commercial development block;
- That some work would be required within the existing plaza to relocate waste containers and improve the turning movements / radii for traffic exiting the existing drive-through facility.

In October 2020, MTO provided formal comments on the circulated site plan application reiterating their concern that the interconnection with the westerly and adjacent property (Wrigglesworth Plaza) may interfere with that site's perimeter service road and drive-through queue lanes and may have a negative impact on site ingress/egress.

A Traffic Assessment and Functional Design Study prepared by IBI Group has been submitted by the applicant to review the need and timing for a raised centre median on County Road 124 and the functionality of the existing Wrigglesworth Plaza driveway. The Traffic Assessment is provided by the applicant as supporting justification for improvements on County Road 124 at the existing plaza driveway to maintain full moves access in lieu of providing an internal site interconnection with the existing plaza. The key findings and recommendations of the study include:

- Southbound traffic queuing in the left-turn lane on County Road 124 to turn left (east) onto Highway 10/89 at the existing intersection is not expected to block traffic turning left out of the existing plaza driveway on County Road 124 in the current and future (2027 and 2032) conditions, and therefore a raised centre median is not necessary on County Road 124 (the report also notes that adding a centre median would impact the entire intersection of Highway 10/89 and County Road 124 and County Road 11 would also have to be widened);
- A dedicated southbound left-turn lane should be provided on County Road 124 for traffic turning left into the existing plaza, with a storage length of 15m based on current traffic volumes and 30m based on future (2032) conditions;
- Traffic from the Fieldgate subdivision development adds 5m to the total storage length of the recommended southbound left-turn lane based on future (2032) conditions (increasing the required left-turn lane storage length from 25m to 30m);
- The existing plaza driveway can continue to operate as a full-moves access without providing interconnection to the Fieldgate commercial site;
- Wrigglesworth Plaza should be consulted to confirm that the access can allow delivery truck ingress and egress simultaneously.

IBI has provided a proposed functional design drawing to illustrate the proposed northerly extension of the southbound left turn lane on County Road 124 to accommodate the currently required 15m of storage, 37m parallel and 75m taper for a left-turn lane into the existing plaza.

The IBI Traffic Assessment and Functional Design have been provided to the MTO, the County and the Town's traffic engineering peer-reviewer for review and comments. The MTO has advised that the study shows no impact to the MTO Provincial Right-of-Way; however, if improvements are made that impact the length of turn-lanes or configuration of the Highway 10/89 & Dufferin Road 124 intersection an MTO approved PHM-125 drawing will be required.

Staff have reviewed the proposed southbound left-turn lane on County Road 124 with County staff. The general direction from that review is that, if the proposed turning lane for the existing plaza is supported based on MTO comments and technical peer review of the traffic study, the implementation of the left-turn lane requirement should occur with the other County Road works required for the subdivision (sidewalk, watermain crossing, sanitary forcemain installation, new intersection at Anishinaabe Drive, ditch re-grading / drainage works, etc.).

At the time of this report, comments from the Town's traffic study peer-review engineer are not yet available. A condition of site plan approval is recommended to require that a final Traffic Assessment and Functional Design be provided to the satisfaction of the Town Engineer addressing comments of the Town's traffic peer review, and that the final site plan agreement include provisions for implementation of the recommendations thereof, to the satisfaction of the Town Engineer.

Official Plan

The property is designated as "Mixed-Use Commercial" on Schedule A and further designated as "Mixed Use Centre" on Schedule B2 of the Official Plan. The proposed development has been considered under the policies of Section 4.4.3 of the Official Plan applicable to Mixed Use land uses.

Within the Mixed Use land use, the Official Plan permits a range of compatible commercial, residential and employment uses appropriate to the specific Mixed Use area. The Mixed Use Centre is focused on uses that include those use along Arterial Commercial areas and Community Commercial areas oriented to Highway 89 and County Road 124, and those uses permitted in the Residential designation.

When considering proposals for mixed use development, Council shall require demonstration of the following (Section 4.4.3.2.b):

- Contribution towards the employment growth forecast and meeting the residential targets, where applicable, and to creating a complete community.
- Adequacy of municipal services to service the development.
- Adequacy of the road system to accommodate the increased traffic.
- Promote active transportation.
- Adequate provision of parks and recreation facilities.
- Design that promotes efficient use and conservation of energy.
- Land use compatibility and regard for the density and character of adjacent development.
- Implements the Town's Urban Design Guidelines and Development Standards.
- Adequate provision for access and off-street facilities.
- No negative impacts on areas of natural heritage.
- Conserve identified heritage resources.
- Development policies in Section 7 have been met.

Within the Mixed Use Centre, new development and improvements shall keep with the following policy direction establishing the intended function and design of the area (Section 4.4.3.3c):

- The Mixed Use Centre will serve as a community and regional destination and service centre that meets the needs locally and more broadly.
- The overall concept should demonstrate how all land uses will be integrated and work together.
- Arterial commercial uses and secondary uses shall be directed to local road frontages and intersections in areas.
- Residential uses shall only be permitted as part of a mixed use development in conjunction with a commercial centre and directed away from major commercial buildings and high traffic.
- Buildings shall be oriented to front, face and feature public street and intersections with articulation of street-facing buildings to provide a high quality of design.
- Connectivity among land uses with the Mixed Use Centre should be maximized.
- Off-street parking, servicing and loading areas should be located, screened and appropriately landscaped.
- Public street and land required for parks, stormwater management facilities other public uses should be dedicated to the Town.
- The development should be designated to allow for the incorporation of transit facilities and transportation demand management measures.

In addition to the above, adequate off-street parking shall be provided that is accessible and convenient. New mixed use developments may require a Traffic Impact Study to determine any improvements to current access and parking facilities.

Municipal water and sanitary servicing are required for new mixed uses. Mixed use development shall proceed in an order determined and approved by the Town taking into consideration the criteria in subsection 4.4.3.2; the need for the proposed type of development; and the sufficiency of the municipal servicing.

The applicant has demonstrated through the submitted drawings and reports that the criteria for commercial development has been satisfied. Overall, the design and location of the commercial development fronting onto Highway 10/89 and adjacent to the intersection of Highway 10/89 and County Road 124 provides accessibility to both local and broader users. The proposed commercial retail development has been integrated into the future residential community with appropriate building orientation, massing, lighting, access, and landscaping to reduce any negative impacts on adjacent users. From a community perspective, the proposed development is desirable and will contribute towards a complete community.

Pedestrian connectivity has also been integrated into the proposed commercial development, as well as throughout the entire proposed Fieldgate Subdivision. As outlined in the Pedestrian Movements and Infrastructure/Crossing Needs

prepared by Cole Engineering, Street A and Street B were recommended to be completed with sidewalks on both sides. External pedestrian connectivity will require a sidewalk along the north side of Highway 89 between Street B. A sidewalk or multi-use trail is proposed on the east side of County Road 124 from Highway 89 to Street A, and along the west side of County Road 11 to complete the pedestrian connection to the south.

MTO has reviewed the Site Plan and Stormwater Management Report and have advised that the owner is required to obtain access, building and land use permits for the proposed commercial site development.

As noted, a Traffic Assessment and Functional Design Study was submitted by the applicant, and revisions may be required based on outstanding comments to be received, and provisions to be incorporated in the final site plan agreement to provide for implementation of the recommendations of the study. Final engineering review and acceptance of these reports will be required and is recommended in the approval conditions prior to development.

In our opinion, the proposed development is in keeping with the Official Plan.

Zoning By-law

The Zoning By-law was amended by By-law 72-2019 establishing the zoning for the draft plan of subdivision. This zoning came into effect on December 30th, 2019 including the zoning for Block 216 of the Draft Plan. Block 216 is zoned "Mixed-Use Commercial Two Exception Six (C2-6) Zone" in the Town's Zoning By-law 38-2007.

The following table summarizes the requirements of Zoning By-law 38-2007.

C2-6 Zone & Applicable General Provisions	Regulations	Proposed	Compliance
Min. Lot Area	464.0 m ²	31,212.6 m ²	Yes
Min. Lot Frontage	15.0 m	> 15 m	Yes
Min. Front Yard	6.0 m	14.0 m	Yes
Min. Interior Side Yard	4.5 m	4.5 m	Yes
Min. Rear Yard	7.5 m	5.0 m	No*
Max. Lot Coverage	45%	19.14%	Yes
Max. Building Height	12.0 m	6.1 m	Yes
Parking	361 spaces	372 spaces (16 designated spaces)	Yes
Max. Driveway Width	9 m	14.0 m	No*

These provisions are addressed by Minor Variance Application A21-04 granted by the Committee of Adjustment on May 31, 2021.

C2-6 Zone & Applicable General Provisions	Regulations	Proposed	Compliance
Max. Gross Leasable Area (Food Store/ Supermarket)	4,200 m ² for lands zoned C2-6 and R5-8	3,023 m ²	Yes
Maximum Gross Leasable Area (Total)	12,000 m ² for all lands zoned C2-6 and R5-8	6,193 m ²	Yes
Minimum Landscaped Open Space	15%	17.52%	Yes
Sight Triangle for local roads	4.5 metres	6.0 m	Yes

The proposed site plan complies with the requirements of the C2-6 Zone, as well as the applicable general provisions of the Zoning By-law. Final approval of the Minor Variance application (A21/04) is conditional on site plan approval.

Financial Impact

Development Charges apply to the proposed development and are required to be paid at Municipal Approval of a building permit.

Policies & Implications (if any) Affecting Proposal

Town of Shelburne Official Plan
Town of Shelburne Zoning By-law 38-2007

Consultation and Communications

The Town's Engineering reviewed the engineering plans and provided minor technical comments to be addressed by the applicant in revised submissions. Conditions of approval are recommended to require that any further Town engineering review comments relating to the technical reports and plans that were submitted are satisfied prior to final approval. All outstanding comments will be received and addressed before the Site Plan Agreement is finalized.

Town of Shelburne Public Works has no concerns.

NVCA requires additional information in order to complete their review and further comments may be issued. The applicant has provided information to address the NVCA comments and no further comments from the NVCA have been received at the time of preparing this report.

County of Dufferin Engineering may have further comments. As noted, a condition is recommended to require a final Traffic Assessment and Functional

Design Study and further information as needed to ensure the County's requirements are satisfied for any work required on County Road 124.

MTO requires the applicant to obtain a Building and Land Use Permit, Sign Permit and Encroachment Permit.

County Planning Department and County Building Department provided comments on the first submission and have indicated no further comments in response to the second submission.

The Risk Management Official confirmed the property is not located in a wellhead protection area and therefore there are no applicable Source Protection Plan policies affecting the subject land.

Upper Grand District School Board (UGDSB) requested additional information regarding pedestrian crossing needs for the subdivision, and the information was provided and no further comments were received from the UGDSB.

The Dufferin Peel Catholic District School Board had no concerns or comments.

The Township of Amaranth has no comments or concerns.

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T4 Promote balanced growth

Supporting Documentation

Site Plan and Elevations

Draft Functional Design Plan for County Road 124 / Existing Plaza Driveway

Prepared by:

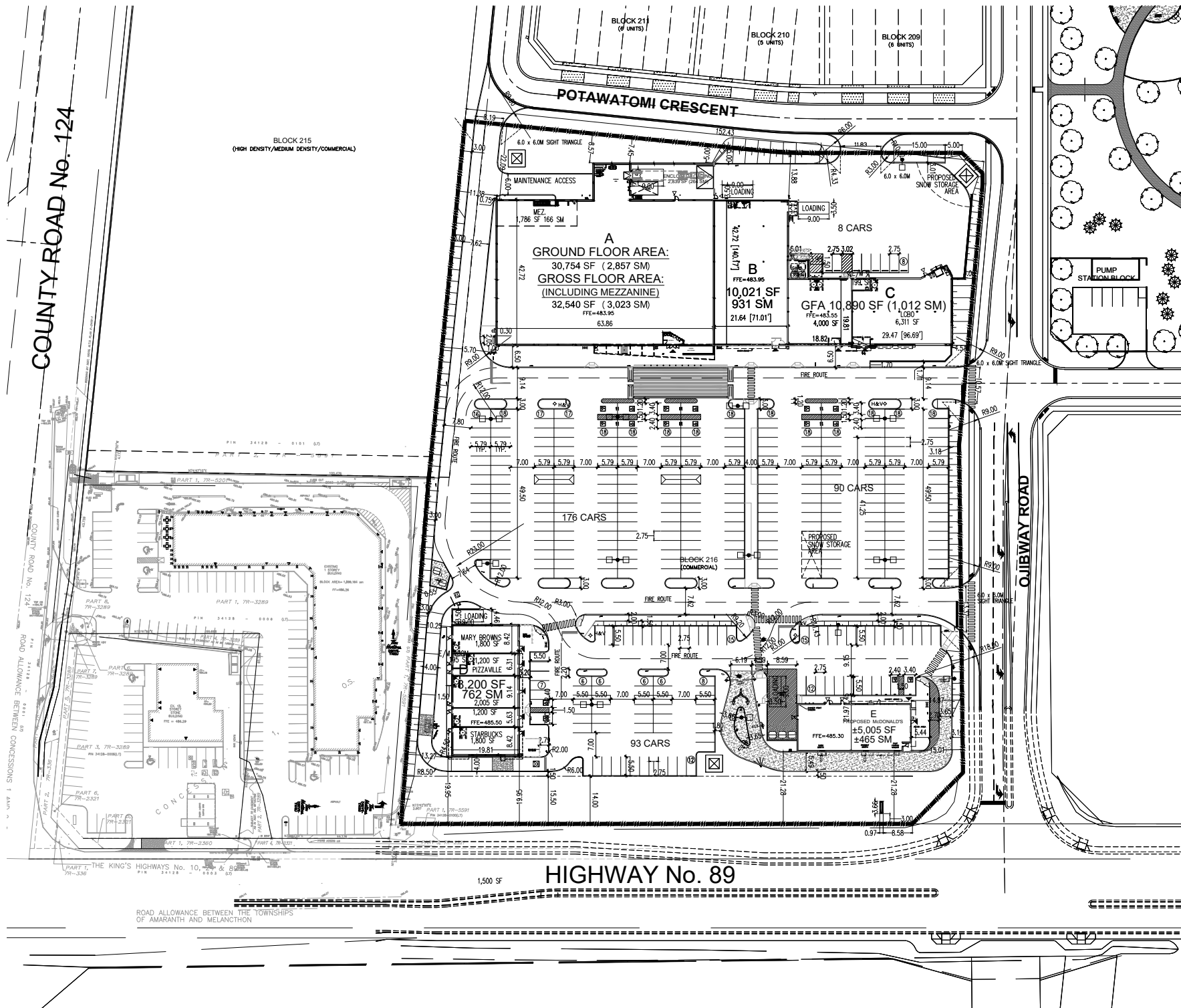
Reviewed by:

Valerie Schmidt, Senior Planner

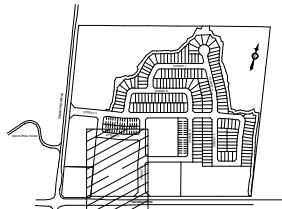
Steve Wever, Town Planner

Reviewed by:

Denyse Morrissey, CAO



SITE AREA :	31,212.8 SM = 7.71 ACRES
BUILDING A GROUND FLOOR AREA :	30,754 SF / 2,857 SM
BUILDING A MEZZ. AREA :	1,786 SF / 166 SM
BUILDING B GFA AREA :	32,540 SF / 3,023 SM
BUILDING C GFA AREA :	10,021 SF / 931 SM
BUILDING D GFA AREA :	10,890 SF / 1,012 SM
BUILDING E GFA AREA :	8,200 SF / 762 SM
BUILDING F GFA AREA :	±5,005 SF / 465 SM
TOTAL BUILDING GFA AREA :	66,656 SF / 6,193 SM
MAXIMUM FLOOR AREA FOR A FOOD STORE :	4,200 SM
PROPOSED FLOOR AREA FOR A FOOD STORE :	3,023 SM
AVAILABLE FOR THE OTHER C2-6 AND R5-8 BLOCKS IN THE SUBDIVISION :	1,177 SM
TOTAL MAXIMUM LEASABLE AREA OF THE C2-6 ZONE :	12,000 SM
TOTAL PROPOSED FLOOR AREA :	6,193 SM
AVAILABLE FOR THE OTHER C2-6 AND R5-8 BLOCKS IN THE SUBDIVISION :	5,807 SM
TOTAL PARKING REQUIRED :	364 CARS (5.51/1000 SF)(1/17 SM OF GFA)
TOTAL REGULAR PARKING PROVIDED :	361 CARS
TOTAL DESIGNATED SPACES PROVIDED :	16 CARS
TOTAL PARKING PROVIDED :	367 CARS (5.51/1000 SF)(1/16.87 SM OF GFA)
LOT COVERAGE :	6,027 SM / 31,212.6 SM = 19.31 %
MIN. PARKING SIZE :	2.75M x 5.50M
PROPOSED PARKING SIZE :	2.75M x 5.50M / 2.75M x 5.70M
TOTAL DESIGNATED PARKING REQUIRED :	10 SPACES (FOR 201-1000 SPACES (2+2%))
TOTAL DESIGNATED PARKING PROVIDED :	8 TYPE A SPACES AND 8 TYPE B SPACES
MIN. DESIGNATED PARKING SIZE :	TYPE A 3.4 x 5.5, TYPE B 2.4M x 5.5M
PROPOSED DESIGNATED PARKING SIZE :	TYPE A 3.4 x 5.5, TYPE B 2.4M x 5.5M
REQUIRED LANDSCAPED AREA :	15.0 %
14M MTO SETBACK LANDSCAPED AREA :	23,535.97 SF (2,186.49 SM) 7.0 %
PROPOSED LANDSCAPED AREA :	58,888 SF (5,470.57 SM) 17.52 %



KEY PLAN

N.T.S.

PLAN OF SUBDIVISION OF
THE WEST HALF OF LOT 1
CONCESSION 1, OLD SURVEY
GEOGRAPHIC TOWNSHIP OF MELANCTHON
NOW IN THE
TOWNSHIP OF SHELBOURNE
COUNTY OF DUFFERIN



NOTES

ARCHITECTS PREPARING WORKING DRAWINGS FOR
THE BUILDINGS SHOWN, COORDINATE AND ENSURE
ALL EXPOSED FACES AND LIMITING DISTANCE
ISSUES ARE ADDRESSED.

LEGEND

- PROPERTY LINE
- CONCRETE CURB
- PAINTED ISLAND
- LANDSCAPED ISLAND (CONCRETE CURB)
- MAIN PRINCIPAL ENTRANCE
- EXIT /SERVICE DOOR
- HYDRANT AND VALVE
- BLOCK BARRIER
- BIKE RACK

No.	REVISIONS	DATE	BY
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Contractor must check and verify all dimensions on the job and report any discrepancies to the Architect before proceeding with the work.

Do not scale the drawing.

This drawing contains copyright material belonging to the Architect.

This drawing was developed for a specific purpose, use for any other purpose is not permitted.

This drawing shall not be reproduced in whole or in part without the written approval of the Architect.

This drawing must be read in the context of all the other drawings which constitute the document.

SITE PLAN

FILE No SPA20/01

SCALE: 1:500

EMERALD CROSSING PLAZA

HWY. NO. 10/89 + COUNTY RD. 124
SHELBOURNE, ONTARIO
FIELDGATE

PETROFF PARTNERSHIP ARCHITECTS

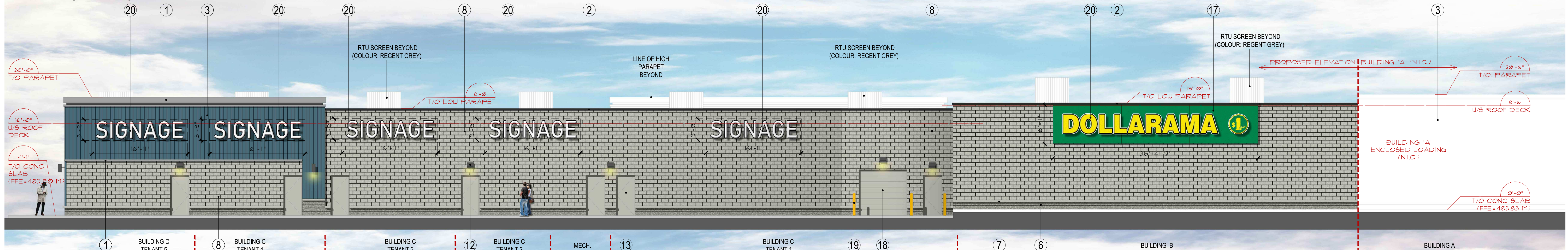
PETROFF

800 TOWN CENTRE BLVD. SUITE 200
MARIPOSA, ONTARIO CANADA L9R 6E6
TEL: 905.470.7000 FAX: 905.470.8800

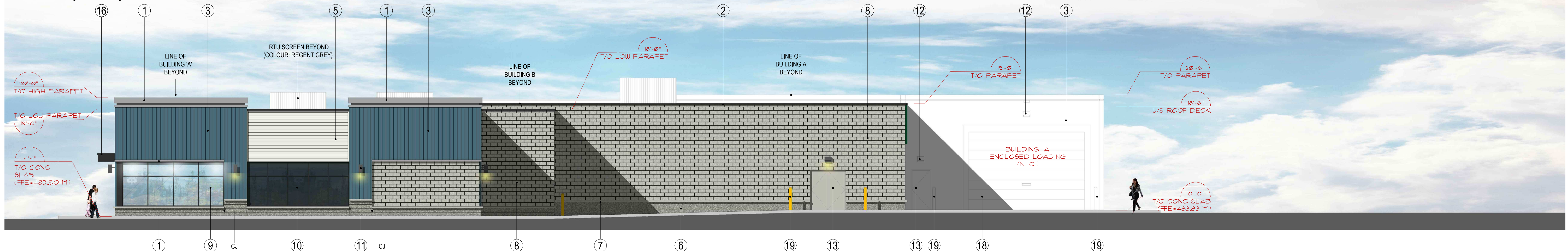
DRAWN BY	DR	PROJECT No.	15155
CHECKED BY	AH	DWG. No.	SD-097
DATE	DECEMBER 11, 2015		
ISSUED	JUNE 08, 2021		



SOUTH (FRONT) ELEVATION



NORTH (REAR) ELEVATION



EAST (SIDE) ELEVATION

EXTERIOR MATERIALS & FINISHES:

- 1- PRE-FINISHED METAL FLASHING - VICWEST - 56082 - REGENT GREY
- 2- PRE-FINISHED METAL FLASHING - VICWEST - 56068 - BLACK
- 3- METAL PANELS - VICWEST - CL6025-SR - 56067 - SLATE BLUE
- 4- METAL PANELS - VICWEST - CL6025-SR - 56082 - REGENT GREY
- 5- FIBRE CEMENT PANEL - JAMES HARDIE - SMOOTH - COLOUR : ARCTIC WHITE

- 6- ARCHITECTURAL CONCRETE BLOCK - RICHVALE YORK - GROUND FACE - PEARL GREY
- 7- ARCHITECTURAL CONCRETE SILL - RICHVALE YORK - SMOOTH FACE - PEARL GREY
- 8- ARCHITECTURAL CONCRETE BLOCK - RICHVALE YORK - STIPPLED FACE - PEARL GREY
- 9- CLEAR GLAZING IN BLACK ANODIZED ALUMINUM FRAMES
- 10- BACK PAINTED SPANDREL GLAZING - OPACI COAT - RAL 7005 - MOUSE GRAY IN BLACK ANODIZED ALUMINUM FRAMES
- 11- DECORATIVE LIGHT FIXTURES
- 12- SAFETY LIGHTING

- 13- PAINTED HOLLOW METAL DOOR - COLOUR TO MATCH PEARL GREY
- 14- ILLUMINATED SIGNAGE - CHanneled LETTERS
- 15- RTU SCREEN - CORRUGATED SIDING - BRIGHT WHITE
- 16- METAL CANOPY - COLOUR : VICWEST - 56068 - BLACK
- 17- E.I.F.S. - COLOUR : TENANT GREEN
- 18- PRE-FINISHED OVERHEAD DOOR - COLOUR TO MATCH PEARL GREY
- 19- 6" DIA. CONCRETE SAFETY BOLLARD - PAINTED SAFETY YELLOW

- 20- NON-ILLUMINATED SIGNAGE



NOTE: DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND ARE SHOWN FOR INFORMATION PURPOSES ONLY.

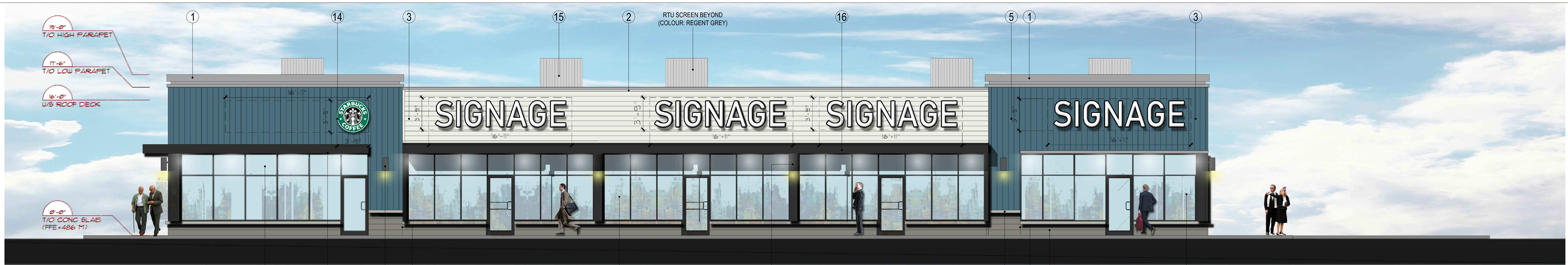
EMERALD CROSSING PLAZA - PROPOSED BUILDING 'B' & 'C' ELEVATIONS - COLOUR HIGHWAY NO. 10/39 & COUNTRY ROAD 124 - SHELBURNE, ONTARIO



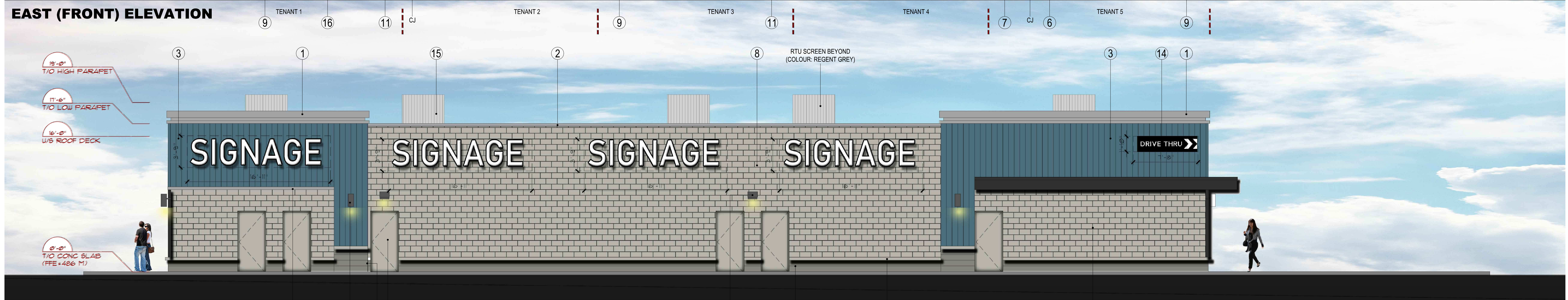
SCALE : 1'-0" = 1/8"
DATE ISSUED : 2020-01-13

PROJECT # : 15155.01

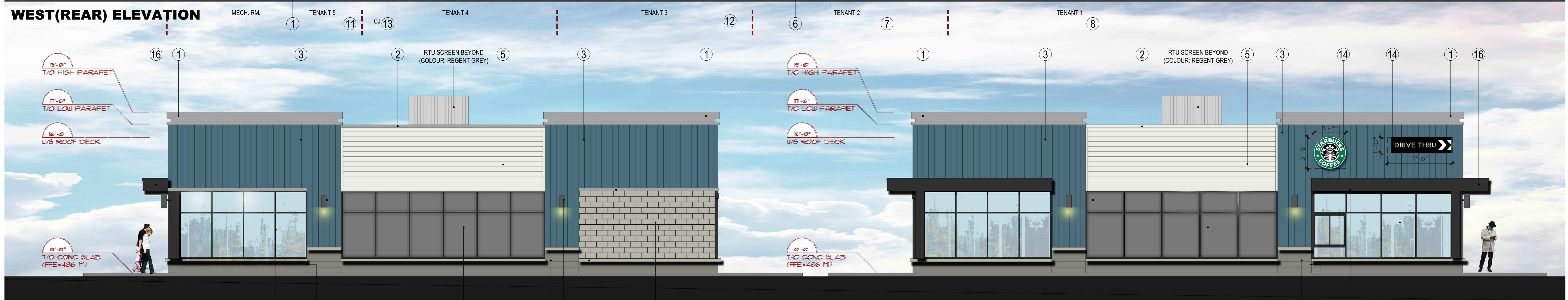
PETROFF PARTNERSHIP ARCHITECTS
PETROFF



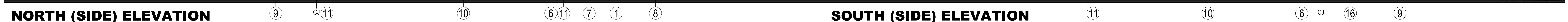
EAST (FRONT) ELEVATION



WEST (REAR) ELEVATION



NORTH (SIDE) ELEVATION



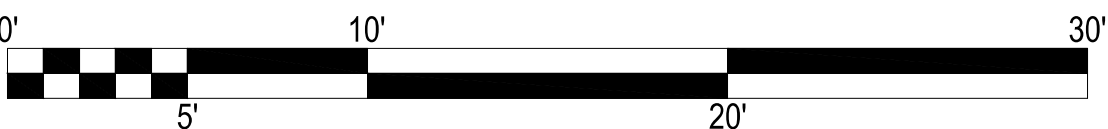
SOUTH (SIDE) ELEVATION

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- 7- ARCHITECTURAL CONCRETE SILL - RICHVALE YORK - SMOOTH FACE - PEARL GREY
- 8- ARCHITECTURAL CONCRETE BLOCK - RICHVALE YORK - STIPPLED FACE - PEARL GREY
- 9- CLEAR GLAZING IN BLACK ANODIZED ALUMINUM FRAMES
- 10- BACK PAINTED SPANDREL GLAZING - OPACI COAT - RAL 7005 - MOUSE GRAY IN BLACK ANODIZED ALUMINUM FRAMES

- 11- DECORATIVE LIGHT FIXTURES
- 12- SAFETY LIGHTING
- 13- PAINTED HOLLOW METAL DOOR - COLOUR TO MATCH PEARL GREY
- 14- ILLUMINATED SIGNAGE - CHANNELED LETTERS
- 15- RTU SCREEN - CORRUGATED SIDING - BRIGHT WHITE
- 16- METAL CANOPY - COLOUR : VICWEST - 56068 - BLACK



NOTE: DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND ARE SHOWN FOR INFORMATION PURPOSES ONLY.

EMERALD CROSSING PLAZA - PROPOSED BUILDING 'D' ELEVATIONS - COLOUR

HIGHWAY NO. 10/39 & COUNTRY ROAD 124 - SHELBURNE, ONTARIO



SCALE : 1'-0" = 3/16"
DATE ISSUED : 2020-01-13

PROJECT # : 15155.01

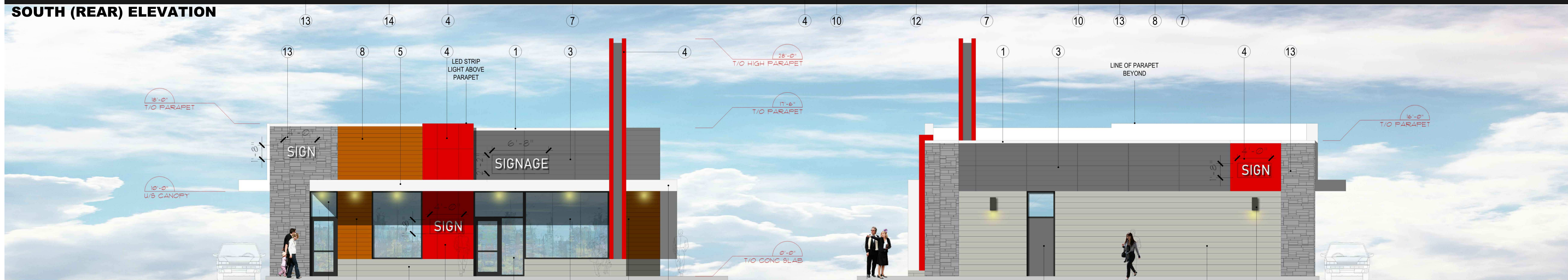
PETROFF PARTNERSHIP ARCHITECTS
PETROFF



NORTH (FRONT) ELEVATION



SOUTH (REAR) ELEVATION



EAST (SIDE) ELEVATION

WEST (SIDE) ELEVATION

EXTERIOR MATERIALS & FINISHES:

- 1- PRE-FINISHED METAL FLASHING
- 2- PRE-FINISHED METAL SIDING - COLOUR : WHITE
- 3- PRE-FINISHED METAL SIDING - VICWEST CHARCOAL GREY
- 4- PRE-FINISHED METAL PANEL - COLOUR : RED

- 5- PRE-FINISHED METAL FLAT STOCK - FASCIA - COLOUR : WHITE
- 6- FIBER CEMENT LAP SIDING - COLOUR : REGENT GREY
- 7- ARCHITECTURAL CONCRETE BLOCK - RICHVALE YORK - GROUND FACE - ONYX
- 8- FIBER CEMENT LAP SIDING - COLOUR : CHESTNUT BROWN

- 9- TENANT SIGNAGE
- 10- CLEAR GLAZING IN BLACK ANODIZED ALUMINUM FRAME
- 11- HOLLOW METAL DOOR - COLOUR TO MATCH CHARCOAL
- 12- REFLECTIVE SPANDREL GLASS IN CLEAR BLACK ANODIZED ALUMINUM FRAME
- 13- ARCHITECTURAL STONE - CORPORATE COLOUR

- 14- DECORATIVE LIGHT FIXTURE

NOTE: DOOR AND WINDOW LOCATIONS, DIMENSIONS, DETAILS AND BUILDING MATERIALS MAY VARY DEPENDING ON FINAL BUILDING LAYOUT, AND ARE SHOWN FOR INFORMATION PURPOSES ONLY.

EMERALD CROSSING PLAZA - PROPOSED BUILDING 'E' ELEVATIONS - COLOUR HIGHWAY NO. 10/39 & COUNTRY ROAD 124 - SHELBURNE, ONTARIO

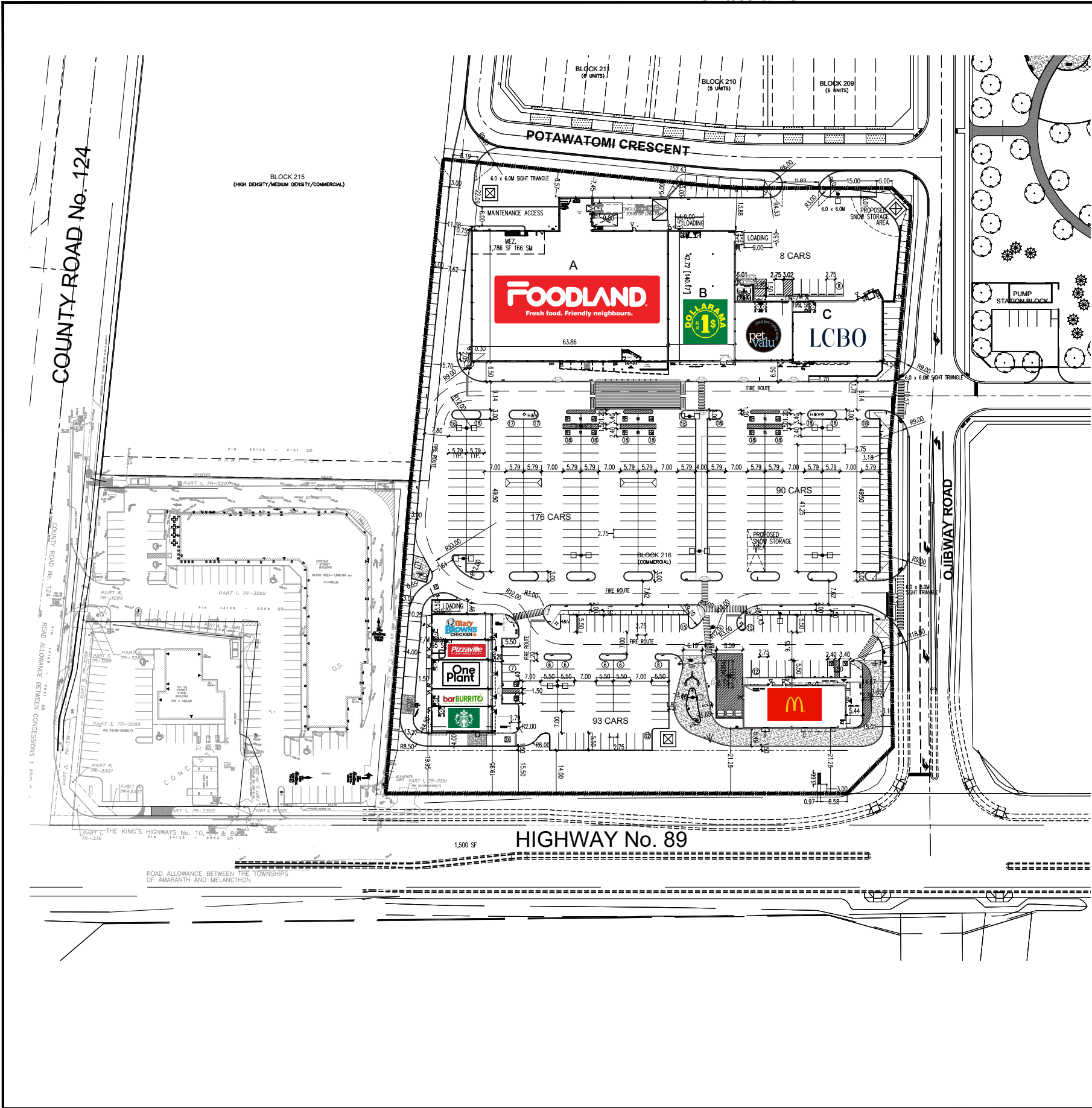


SCALE : 1'-0" = 3/16"
DATE ISSUED : 2021-01-13

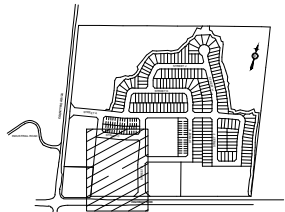
PROJECT # : 15155.01

PETROFF PARTNERSHIP ARCHITECTS
PETROFF

PROPOSED TENANT LAYOUT
EMERALD CROSSING
HWYS 10/89 & DUFFERIN RD 124



SITE AREA :	31,212.8 SM = 7.71 ACRES
BUILDING A GROUND FLOOR AREA :	30,754 SF / 2,857 SM
BUILDING A MEZZ. AREA :	1,786 SF / 166 SM
BUILDING B GFA AREA :	32,540 SF / 3,023 SM
BUILDING C GFA AREA :	10,021 SF / 931 SM
BUILDING D GFA AREA :	10,890 SF / 1,012 SM
BUILDING E GFA AREA :	8,200 SF / 762 SM
BUILDING F GFA AREA :	±5,005 SF / 465 SM
TOTAL BUILDING GFA AREA :	66,656 SF / 6,193 SM
MAXIMUM FLOOR AREA FOR A FOOD STORE :	4,200 SM
PROPOSED FLOOR AREA FOR A FOOD STORE :	3,023 SM
AVAILABLE FOR THE OTHER C2-6 AND R5-8 BLOCKS IN THE SUBDIVISION :	1,177 SM
TOTAL MAXIMUM LEASABLE AREA OF THE C2-6 ZONE :	12,000 SM
TOTAL PROPOSED FLOOR AREA :	6,193 SM
AVAILABLE FOR THE OTHER C2-6 AND R5-8 BLOCKS IN THE SUBDIVISION :	5,807 SM
TOTAL PARKING REQUIRED :	364 CARS (5.51/1000 SF)(1/17 SM OF GFA)
TOTAL REGULAR PARKING PROVIDED :	361 CARS
TOTAL DESIGNATED SPACES PROVIDED :	16 CARS
TOTAL PARKING PROVIDED :	367 CARS (5.51/1000 SF)(1/16.87 SM OF GFA)
LOT COVERAGE :	6,027 SM / 31,212.6 SM = 19.31 %
MIN. PARKING SIZE :	2.75M x 5.50M
PROPOSED PARKING SIZE :	2.75M x 5.50M / 2.75M x 5.70M
TOTAL DESIGNATED PARKING REQUIRED :	10 SPACES (FOR 201-1000 SPACES (2+2%))
TOTAL DESIGNATED PARKING PROVIDED :	8 TYPE A SPACES AND 8 TYPE B SPACES
MIN. DESIGNATED PARKING SIZE :	TYPE A 3.4 x 5.5, TYPE B 2.4M x 5.5M
PROPOSED DESIGNATED PARKING SIZE :	TYPE A 3.4 x 5.5, TYPE B 2.4M x 5.5M
REQUIRED LANDSCAPED AREA :	15.0 %
14M MTO SETBACK LANDSCAPED AREA :	23,535.97 SF (2,186.49 SM) 7.0 %
PROPOSED LANDSCAPED AREA :	58,888 SF (5,470.57 SM) 17.52 %



KEY PLAN

N.T.S.

PLAN OF SUBDIVISION OF
THE WEST HALF OF LOT 1
CONCESSION 1, OLD SURVEY
GEOGRAPHIC TOWNSHIP OF MELANCTHON
NOW IN THE
TOWNSHIP OF SHELBOURNE
COUNTY OF DUFFERIN



NOTES

ARCHITECTS PREPARING WORKING DRAWINGS FOR
THE BUILDINGS SHOWN, COORDINATE AND ENSURE
ALL EXPOSED FACES AND LIMITING DISTANCE
ISSUES ARE ADDRESSED.

LEGEND

- PROPERTY LINE
- CONCRETE CURB
- PAINTED ISLAND
- LANDSCAPED ISLAND (CONCRETE CURB)
- MAIN PRINCIPAL ENTRANCE
- EXIT /SERVICE DOOR
- HYDRANT AND VALVE
- BLOCK BARRIER
- BIKE RACK

No.	REVISIONS	DATE	BY
-----	-----------	------	----

Contractor must check and verify all dimensions on the job and report any discrepancies to the Architect before proceeding with the work.
Do not scale the drawing.
This drawing contains copyright material belonging to the Architect.
This drawing was developed for a specific purpose, use for any other purpose is not permitted.
This drawing shall not be reproduced in whole or in part without the written approval of the Architect.
This drawing must be read in the context of all the other drawings which constitute the document.

SITE PLAN

FILE No SPA20/01

SCALE: 1:500

EMERALD CROSSING PLAZA
HWY. NO. 10/89 + COUNTY RD. 124
SHELBOURNE, ONTARIO
FIELDGATE

PETROFF PARTNERSHIP ARCHITECTS
PETROFF

200 TOWN OF SHELBOURNE, ONTARIO L9B 4B6
TEL: 519-470-7000 FAX: 519-470-8800

DRAWN BY	DR	PROJECT No.	15155
CHECKED BY	AH	DWG. No.	SD-097
DATE	DECEMBER 11, 2015		
ISSUED	JUNE 08, 2021		

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NUMBER 36- 2021

WHEREAS pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 c. 25 as amended, ss. 8 & 9 refers the Town is authorized to enact this by-law;

AND WHEREAS the property dealt with in the by-law is subject to site plan control;

AND WHEREAS the Planning Act R.S.O. 1990 c. P.13 s. 41 provides for the Town and the owner to enter into an agreement with the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

1. THAT The Corporation of the Town of Shelburne enter into a Site Plan Agreement with Shelburne Commercial Developments Ltd. for the commercial development of the property located at 900 Main Street East (Block 216 on Draft Plan of Subdivision File No. DPS 18/01), dated as of June 14, 2021, substantially in the form attached to this by-law and initialed by the Clerk for identification.
2. THAT the Mayor or his designate and the Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.

Read a First and Second Time in Open Council this the 14th day of June, 2021.

Read a Third Time in Open Council, and finally passed this the 14th day of June, 2021.

Mayor

Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this 14th day of June, 2021.

BETWEEN:

SHELBURNE COMMERCIAL DEVELOPMENTS LTD.

(“Owner”)

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWN OF SHELBURNE

(“Town”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in **SCHEDULE “A”** attached hereto (“Subject Lands”);

AND WHEREAS the Owner desires to develop a commercial shopping centre on the Subject Lands in accordance with the plans described in **SCHEDULE “B”** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to the Site Plan Control By-law of the Town passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Town requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner’s proposed Development on the Subject Lands;

AND WHEREAS the Town pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

DEFINITIONS

1. (a) “Building Permit” means a Building Permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23.
- (b) “Buildings” means the five (5) commercial buildings which have a total combined building area of 6,193 m² and which are new buildings to be constructed on the Subject Lands, as shown on **SCHEDULE “B”**.
- (c) “Chief Building Official” shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly

appointed official, and/or any other Chief Building Official duly appointed by the Town pursuant to the *Building Code Act*, S.O. 1992, c. 23.

- (d) “Development” shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation but shall not include preliminary site grading including stripping and storage of topsoil. “Developed” shall have a corresponding meaning.
- (e) “Owner” shall mean and include the Party of the First Part and any and all subsequent owners of the Subject Lands or any part thereof.
- (f) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”** hereto, and the component parts of the above systems.

SCHEDULES

- 2. (a) The following are the Schedules attached hereto and incorporated in this Agreement and deemed to be a part hereof:

SCHEDULE “A”	Legal Description of Subject Lands
SCHEDULE “B”	Site Plan Drawings
SCHEDULE “C”	Form of Letter of Credit
SCHEDULE “D”	Cost Estimate of Works
SCHEDULE “E”	Levies, Fees, Assessment and Charges Payable
SCHEDULE “F”	Regulations for Construction
SCHEDULE “G”	Insurance Requirements
SCHEDULE “H”	Statutory Declaration

The original drawings for **SCHEDULE “B”** are filed with the Clerk of the Town.

EXECUTION, REGISTRATION AND CERTIFICATION

- 3. (a) The Owner shall, at the time of execution of this Agreement by the Owner, provide the Town with an opinion letter, directed to the Town and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
- (b) The Owner hereby consents to the registration at the Owner’s expense of this Agreement against the title to the Subject Lands, and agrees to provide to the Town, prior to execution of this Agreement by the Town, a legal description of the Subject Lands in registrable form.
- (c) The Owner hereby agrees to provide to the Town, prior to the execution of this Agreement by the Town, a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.

- (d) The Owner covenants and agrees to pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Town executing this Agreement:
 - (i) payment of all outstanding municipal taxes, if any;
 - (ii) payment of all legal, planning consultant and engineering fees as invoiced by the Town, where said fees exceed the application fee and contingency deposit required in accordance with the Town's Fee By-law (subject to and in accordance with section 21 of this Agreement);
 - (iii) provision of the Performance Guarantee which quantum is set out as part of **SCHEDULE "D"**;
 - (iv) provision of the insurance details as set out in section 13 and **SCHEDULE "G"**.
 - (e) Subsequent to execution of this Agreement, the Owner shall within thirty days of said execution, register this Agreement against title to the Subject Lands, together with registration of postponement agreements (if any), and shall deliver to the Town Solicitor a Certificate of Title signed by an Ontario Solicitor in good standing certifying that the Site Plan Agreement and the postponement agreements, (if any) have been registered on title to the Subject Lands, and that the Site Plan Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Town Solicitor.
4. (a) The Owner covenants that it shall not commence any further Development and/or Works whatsoever, with the exception of preliminary site grading including stripping and storage of topsoil on the Subject Lands, (which preliminary site grading shall not occur until all erosion and sediment control measures are constructed and are operational in accordance with **SCHEDULE "B"**), until:
- (i) this Agreement and any Postponement Agreement(s) as set out in paragraph 3(c) have been executed;
 - (ii) the necessary permits and authorizations, including the Building Permit and Entrance Permits have been obtained by the Owner from the appropriate authorities having jurisdiction;
 - (iii) the Performance Guarantee as set out in paragraph 9(a) has been lodged with the Town; and,
 - (iv) **SCHEDULE "B"** has been approved by the Town.
- (b) In the event that it comes to the attention of the Town that the Owner has failed to comply with any of the requirements of section 3 and paragraph 4(a) of this Agreement, the Town shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Town at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Town to the Owner. The Town may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND FIELD REVIEW

5. (a) The Development and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, and in accordance with the Town's specifications as set out in **SCHEDULE "F"**.
- (b) The Owner covenants to retain the following professionals to design and provide field review of the construction and installation of the Development and the Works and to provide the Certificate(s) as set out in the following sentences in this section. The design and field review of the construction and installation of the Development and the Works, save and except landscaping, on the Subject Lands shall be provided by a Professional Engineer(s) licensed in the Province of Ontario and retained by the Owner. The said Engineer(s) shall provide upon completion of the Development and the Works, Certificate(s) that the execution of the Development and the Works has been in substantial conformity with the plans and specifications as set out in **SCHEDULE "B"** and the terms of this Agreement.

SITE PLAN DEVELOPMENT

6. (a) The Town hereby approves **SCHEDULE "B"** as to onsite matters. The Owner covenants and agrees that the Subject Lands shall only be developed in accordance with the **SCHEDULE "B"** and terms of this Agreement and other plans filed with and approved by the Town as part of their approval processes of the Development and the Works and that the Development and the Works shall be used in compliance with the Town's applicable Zoning By-law, as amended and/or varied, and all other by-laws of the Town. The Owner covenants that no buildings, structures, other facilities, works or services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Town.
- (b) The Owner specifically acknowledges that the approval by the Town of **SCHEDULE "B"**, and the execution of the Agreement by the Town is based on the usage of the Subject Lands for commercial purposes with attendant allocation of water and sewage capacity from the Town for such usage, not to exceed 20 cubic meters per day of water usage. Any change of use under section 10 of the *Building Code Act* shall require an amendment to this Agreement, including a consideration of any additional allocation for water and sewage capacity which may be requested, and which the Town may or may not in its sole discretion grant.
- (c) **SCHEDULE "B"** once approved by Town Council, may be modified without amendment to this Agreement, provided that such modifications are expressly agreed to by the Town in writing. Should the Town refuse to agree to the modifications, the Town shall provide to the Owner written reasons for its refusal. The Town's decision with respect to such modifications and/or refusal shall be final. The foregoing paragraph does not preclude the Owner from making application to amend this Agreement pursuant to the provisions of the *Planning Act*.
- (d) The Owner shall not commence construction until the Owner or the Owner's Engineer has provided 48 hours prior written notice to the Town of its intention to commence such construction.

FACILITIES AND WORKS TO BE PROVIDED

7. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved **SCHEDULE "B"** hereto or otherwise required by the terms of this Agreement, all in substantial conformity with the approved **SCHEDULE "B"** hereto and to the satisfaction of the Town.

Without limiting the generality of the foregoing, the Owner covenants and agrees with the Town to:

- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the approved **SCHEDULE “B”** hereto and to clearly mark with signage the ingress and egress;
- (ii) provide and properly maintain at its own expense the parking spaces, electric vehicle charging stations, loading spaces and zones, driveways, fire routes and hydrants, drive-through lanes, parking area islands, exits and entrances, cart corals, sidewalks and all related pavement markings and signage as indicated on the Site Plan contained in **SCHEDULE “B”** and in no other location;
- (iii) prior to the occupancy of the Buildings or any of them, the parking areas shown on the Site Plan contained in **SCHEDULE “B”** hereto shall be paved and marked;
- (iv) clearly mark all barrier-free parking spaces with signs, including the designation and signage of parking space(s) reserved for barrier-free parking in the location illustrated on the approved **SCHEDULE “B”** and to properly maintain the signs, at the Owner’s expense. All signage of the barrier-free parking shall be erected prior to occupancy of the Buildings or any of them;
- (v) construct, maintain, and be solely responsible for the care, maintenance, and operation of the drainage works and facilities including the stormwater management system. Such drainage works and facilities shall be constructed and installed in accordance with the approved **SCHEDULE “B”** and any such drainage works and facilities must be constructed, designed and maintained to the requirements of the Town;
- (vi) be solely responsible for the removal of snow and ice from the off-street vehicular access routes, parking surfaces, loading spaces and zones, driveways, fire routes, drive-through lanes, exits and entrances and sidewalks on the Subject Lands and to be responsible for the winter maintenance of the above as is reasonably required. It is agreed that no snow will be transferred onto municipal road allowances, and that snow storage shall be in the areas as shown in **SCHEDULE “B”**;
- (vii) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved **SCHEDULES** hereto (or as required by the Town Engineer), and to ensure that all storm and surface water from the Subject Lands and from the Development thereon shall be properly managed, including meeting the requirements of the Town;
- (viii) providing lighting only in the locations, quantity and intensity of lighting designed to meet the requirements of the Town and in accordance with the approved lighting plan in **SCHEDULE “B”** hereto. The aforesaid lighting is to be operated only during business hours, save and except that those exterior lights required for security purposes may be operated outside of business hours on the Subject Lands;
- (ix) provide waste and recycling storage bins and receptacles and store all garbage, waste and recycling material in the approved locations as shown on **SCHEDULE “B”**;

- (x) provide and maintain the landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in the approved **SCHEDULE “B”** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices;
 - (xi) provide and maintain fencing, including acoustic fencing as required in this section, on the Subject Lands in accordance with the approved **SCHEDULE “B”** hereto to the satisfaction of the Town;
 - (xii) provide and maintain noise attenuation measures to ensure compliance with the Ministry of the Environment (MOE) Environmental Noise Guideline Publication NPC-300 at all sensitive receptor locations, in accordance with the recommendations of the Noise Impact Study prepared by Valcoustics Canada Ltd. and dated January 14, 2021, as approved by the Town, and the acoustic fencing shall be certified by an Acoustical Consultant as being designed and installed in a manner that will achieve the required sound level limits at all sensitive receptor locations in conformance with the recommendations of the Town approved Noise Impact Study, prior to occupancy of the Buildings or any of them;
 - (xiii) provide business signage only as shown on the approved **SCHEDULE “B”** and subject to complying with the Town Sign By-law and obtaining any necessary sign permits. Any additional or subsequent signage may be erected only if such signage is approved by the Town; and,
 - (xiv) such further and other facilities, services or other matters required by the Town subsequent to an agreed modification pursuant to paragraphs 6(a), 6(b) or 6(c) of this Agreement.
- (b) The facilities, works and other matters shown or described on the approved **SCHEDULES “B”** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Town. In case of default thereof, the Town may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Town. The cost of performing said work shall form a lien against the Subject Lands. In addition to all other remedies, should such cost not be paid in a timely manner, the Town may draw on the Performance Guarantee.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

8. (a) The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the Development and the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement;
- (b) The Owner shall ensure that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act, 1997* in carrying out all development and construction activities.

PERFORMANCE GUARANTEE

9. (a) The Owner shall prior to the execution of this Agreement by the Town, lodge with the Town a Performance Guarantee, consisting of irrevocable

bank letter(s) of credit, cash, or certified cheque in the amount of which quantum is set out as part of **SCHEDULE “D”**;

- (b) The Performance Guarantee shall be as set out in **SCHEDULE “C”** hereto. The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Town requesting such extension. The Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Town’s Treasurer;

USE AND REDUCTION OF PERFORMANCE GUARANTEE

- 10. (a) In order to guarantee that the Development, and the Works, will be constructed and installed in accordance with the provisions of the Agreement, the Owner shall lodge with the Town the Performance Guarantee as set out in paragraph 9(a).
- (b) The Owner agrees that the Town may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Town deems fit if the Owner:
 - (i) in any way makes or permits default of the Owner’s obligations under this Agreement; or
 - (ii) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Development and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.
- (c) The Owner may, from time to time, apply to the Town for a partial reduction or reductions in the amount or amounts of the Performance Guarantee by an aggregate amount up to eight-five percent (85%) of the value of the works for which security was deposited, which the Town’s Engineer has certified in writing to be satisfactorily completed upon receipt of:
 - (i) a statutory declaration that all accounts relative to the installation of the particular partial completed works have been paid; and
 - (ii) the Requirements of paragraph 16(a)(ii) of this agreement having been complied with relative to the installation of the particular partial completed works.
- (d) The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

- 11. (a) The Owner shall, with respect to work performed on lands owned by the Town and/or the County, at its own expense, within seven (7) clear days of receiving written notice from the Town to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

INDEMNIFICATION OF TOWN

12. (a) The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Development, and the Works.

INSURANCE

13. (a) The Owner shall obtain and maintain a policy or policies of insurance to the satisfaction of the Town Treasurer with a per occurrence policy limit of not less than \$5,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Development, and the Works set out herein. The Owner shall from time to time, at the request of the Town, furnish proof to the Town that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Town, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Town within seven (7) clear days of written demand being given by the Town. The Town, the engineering firm appointed by the Town as the Town Engineer, and Ontario Clean Water Agency (OCWA) being the Town appointed operator of its water and wastewater systems - shall be added as named insureds on said policies.
- (b) The Owner hereby covenants to obtain, prior to the issuance of the Building Permit, a letter from the Owner's insurance company(ies) addressed to the Town certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement. The Owner hereby acknowledges that the Town intends to rely on the said letter from the Owner's insurance company(ies).

INCOMPLETE OR FAULTY WORK

14. (a) In addition to any other rights that the Town may have by statute or otherwise, representatives of the Town, including the Town Engineer, may, at any time and from time to time, inspect the Development, and the Works, including the grading and landscaping, on the Subject Lands. If in the opinion of the Town, the Owner:
- (i) is not proceeding with or causing to be proceeded with the said work within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (ii) is improperly performing the said work;
 - (iii) has abandoned or neglected the said work;

- (iv) refuses, fails or neglects to replace or repair such work as may be rejected by the Town as defective or unsuitable;

then the Town shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, or as otherwise agreed to in writing by the parties, the Town shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Town shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Town, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.

- (b) In addition, the Town, or its representatives, including the Town Engineer, upon inspection may require work on the Development to cease immediately in the event of unsafe or health risks being identified.
- (c) In addition to all other remedies, in the event that it comes to the attention of the Town that the Owner has failed to comply with any of the requirements of this Agreement, the Town shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Town at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Town to the Owner. The Town may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement. The foregoing remedy is in addition to any other remedy the Town has at law, including enforcement of this Agreement in accordance with section 41(11) of the *Planning Act* and section 427 of the *Municipal Act, 2001*.
- (d) In addition to all other remedies, the Town may withhold municipal clearance of any Building Permit application or request the withdrawal of any Building Permit(s) that have been granted to the Owner until the Development and the Works, including grading and landscaping are completely installed in accordance with the requirements of the Town.
- (e) It is understood and agreed between the parties hereto that such entry upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Town or assumption by the Town of the Works by the Town.
- (f) The cost incurred by the Town in furtherance of the provisions of this section shall be calculated by the Town whose decisions shall be final and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Town) shall be paid by the Owner to the Town forthwith on demand, failing which the Town shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.
- (g) Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Town arising from or out of any breach of the provisions and terms of this Agreement.

- (h) This section may be pleaded by the Town as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Town against the Owner and/or the Performance Guarantee as the case may be.
- (i) In exercising any access rights, the Town will take reasonable steps to avoid interference with work conducted on the Subject Lands, and will abide by the reasonable requirements and policies of the Owner and its contractors related to health and safety of personnel on the Subject Lands and environmental safeguards.

REQUIREMENTS FOR LETTER OF COMPLETION

- 15. (a) The Owner agrees that the occupancy and use of the Buildings on the Subject Lands shall not occur until the Town has provided the Owner with a "Letter of Completion". The Town shall issue the Letter of Completion once it has been provided with:
 - (i) certification by the Owner's Engineer, as set out in paragraph 5(b), addressed to the Town certifying that the Development, and the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved **SCHEDULES** hereto;
 - (ii) confirmation by the Chief Building Official that the Buildings are permitted to be occupied and that the municipal services for the Buildings as required by the *Building Code Act*, as amended, or as required by any other such legislation administered by the Chief Building Official are functional;
 - (iii) execution by the Owner and delivery to the Town a Statutory Declaration in the form of Schedule "H" hereto;
 - (iv) delivery of one complete set of "as constructed" plans of all underground services, in hard copy, which plans shall be certified by the Owner's Engineer, as well as providing such plans in a computerized format satisfactory to the Town;
 - (v) confirmation from Hydro One, and any other utilities, that any expansion of necessary utilities are constructed to its satisfaction;
 - (vi) confirmation from the Town Engineer that the stormwater management facilities have been constructed in accordance with **SCHEDULE "B"** to the satisfaction of the Town;
 - (vii) confirmation from the Town Engineer that the grading has been completed in accordance with **SCHEDULE "B"** to the satisfaction of the Town;
 - (viii) confirmation from Town staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, invoiced fees and municipal taxes; and,
 - (ix) confirmation by the Town Engineer that the required driveways, parking areas and sidewalks have been surfaced and completed to the satisfaction of the Town or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Town.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

16. (a) The Owner agrees that the Town shall not be obligated to release to the Owner the Works Performance Guarantee until:
- (i) a Letter of Completion has been issued;
 - (ii) there has been full compliance with the requirements of the *Construction Lien Act*, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Town may, in the sole and absolute opinion of the Town's Solicitor, be liable arising from the Development and/or the Works.

PERIOD OF REQUIRED MAINTENANCE

17. (a) The Owner shall, from the date of issuance of a Letter of Completion, maintain all the Works for a minimum period of one year.

MAINTENANCE GUARANTEE REQUIRED

18. (a) In order to ensure that the Works will be properly maintained by the Owner for a period of one year from issuance of the Letter of Completion and that all deficiencies identified by the Town, if any, will be replaced and/or repaired, the Owner shall, prior to the release by the Town of the Performance Guarantee(s), lodge with the Town a "Maintenance Guarantee" consisting of an irrevocable bank letter of credit, cash, or certified cheque in an amount equal to 15% of the Total Site Works Cost Estimate set out in **SCHEDULE "D"** hereto. If a letter of credit, the Owner covenants and agrees that the letter of credit shall be maintained in full force and effect for a period of one year from the date the Letter of Completion is issued by the Town. This paragraph may also be satisfied by the Town retaining part of the Performance Guarantee previously lodged, at which case, it is expressly agreed that the retained Performance Guarantee is converted to the Maintenance Guarantee. After the expiry of one year from issuance of the Letter of Completion, should the Owner fail to comply with the provisions of section 22, the Owner agrees that the Maintenance Guarantee shall remain lodged with the Town and shall be extended until the provisions of section 22 are complied with.

USE OF THE MAINTENANCE GUARANTEE

19. (a) The Owner agrees that the Town may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Town deems fit:
- (i) if the Owner fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising from or in connection with or in any way relating to the maintenance, repair or replacement of any or all of the grading, landscaping and Works as shown and/or detailed on **SCHEDULE "B"**; and
 - (ii) if a claim for lien is not vacated and released pursuant to this Agreement within the time set out therein.

REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE

20. (a) The Maintenance Guarantee shall be retained by the Town until:
- (i) the expiry of one year subsequent to the issuance of a Letter of Completion, subject to compliance with the obligations as set out in section 19; and

- (i) the Owner have provided the Town's Solicitor with satisfactory evidence that there has been full compliance with the requirements of the *Construction Lien Act*, and the time for preserving liens has expired in relation to such work, services or materials for which the Town may, in the sole and absolute opinion of the Town's Solicitor, be liable.

PAYMENT OF MUNICIPAL COSTS

- 21. (a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
- (b) The Owner shall reimburse the Town forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Town, or any of its agents, in connection with Development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the **SCHEDULES** attached hereto, where said costs exceed the application fee and contingency deposit required in accordance with the Town's Fee By-law, as determined at the sole discretion of the Town. In the event that the Town deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Town), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on site inspections of the work performed, the Town shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit to the Town be drawn against for such retention, subsequent to the Town advising the Owner of the requirement for such outside consultant(s).
- (c) The Town's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Town's demand for payment shall not include costs for employees of the Town except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Town which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.
- (d) In the event that the Owner does not reimburse the Town as aforesaid, the Town may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

REQUIRED COMPLETION DATE

- 22. (a) The Owner covenants and agrees to complete the Development and the Works pursuant to the terms of this Agreement on or before the expiry of five (5) years from the date of execution of this Agreement by the Town.

GENERAL MATTERS

- 23. (a) The Owner agrees with the Town that:
 - (i) all necessary precautions will be taken in the Development and the Works of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - (ii) the failure of the Town to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Town may

have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;

- (iii) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Town may have at law to enforce the provisions of this Agreement, including section 447.1 of the *Municipal Act, 2001*, as amended, should same be required;
 - (iv) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
 - (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
 - (d) It is understood and agreed that if the Owner fails to apply for a Building Permit for the Development contemplated by this Agreement within six months from the date of the execution of this Agreement by the Town, then the Town shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the authority of the Chief Building Official under Section 8 of the *Building Code Act*, S.O. 1992, c. 23, as amended.
 - (e) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Shelburne Commercial Developments Ltd.
5400 Yonge Street, 5th Floor
Toronto, Ontario
M2N 5R5

to the Town:

Jennifer Willoughby, Clerk
Town of Shelburne
203 Main Street East
Shelburne, Ontario
L9V 3K7

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, shall be deemed to have been given on the day of delivery.

Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Town on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (i) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- (j) This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Town shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the *Registry Act* or *Land Titles Act*, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (k) Time shall always be of essence of this Agreement.
- (l) Notwithstanding anything to the contrary herein contained, where something is required to be done hereunder to the satisfaction of or in the discretion or opinion of a party or official thereof, such party or official shall act reasonably and not arbitrarily or capriciously. Where approval or consent is required hereunder, such approval or consent shall not be unreasonably withheld.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SHELBURNE COMMERCIAL DEVELOPMENTS LTD.

Per

I have authority to bind the corporation

THE CORPORATION OF THE TOWN OF SHELBURNE

Mayor

Clerk

SCHEDULE “A”

Legal Description of Subject Lands

Part of the West Half of Lot 1, Concession 1, Old Survey, Part 1, Plan 7R-6553, Town of Shelburne, County of Dufferin

Draft Plan of Subdivision File No. DPS 18/01 – Block 216

SCHEDULE “B”

Site Plan Drawings

INSERT LIST OF APPROVED DRAWINGS

SCHEDULE “C”

Form of Letter of Credit

REQUIRED – to be on bank letterhead

Letter of Credit No. _____ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWN OF SHELBURNE

203 Main Street East
Shelburne, Ontario L9V 3K7

WE HEREBY AUTHORIZE YOU TO DRAW ON THE
(Name of the Bank)

(Address)

for the account of
(Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____
DOLLARS (\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the:
(Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Town made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Town services and financial obligations set out in an Agreement between the customer and the Town and referred to as

(Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by The Corporation of the Town of Shelburne.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 20____
COUNTERSIGNED BY:

(Name of Bank)

Per:

SCHEDULE “D”

Cost Estimate of Works

(TO BE COMPLETED, AMOUNT TO BE CONFIRMED AND SECURITY TO BE POSTED PRIOR TO EXECUTION OF AGREEMENT)

[illegible]

SCHEDULE “E”

Levies, Fees, Assessments and Charges Payable

At the time of execution, the following charges payable:

Town of Shelburne Development Charge

(AMOUNT TO BE CONFIRMED PRIOR TO EXECUTION OF AGREEMENT)

SCHEDULE “F”

Regulations for Construction

Building Code of Ontario

The applicable By-laws of the Corporation of the Town of Shelburne;

Building By-law of the Corporation of the County of Dufferin

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards

Ontario Ministry of the Environment Standards

Any permits required from the Town of Shelburne and/or County of Dufferin for ingress and egress

Any permits required from the Ontario Ministry of Transportation Ontario

Any permits required from the Nottawasaga Valley Conservation Authority

All other applicable law

**SCHEDULE “G”
Insurance Requirements**

Prior to commencing any Development and/or construction of any Works and/or the issuance of a Building Permit for the Development, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Town Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Town, the engineering firm appointed as the Town Engineers and Ontario Clean Water Agency (OCWA) as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Town. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Town, from time to time as the Town Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

SCHEDULE “H”

Statutory Declaration (For Letter of Completion Release of Security)

I, [AUTHORIZED SIGNING OFFICER OF OWNER], of the [MUNICIPALITY], do solemnly declare that:

1. That I am the authorized signing officer of the Owner, and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which incurred by contractors and/or subcontractors in the performance of the works required under this Subdivision Agreement for which the Owner might in any way be held responsible have been paid in full under the Contract(s) for the construction of the Works between the Owner and the Contractor and/or Subcontractor.
3. No charges, claims, liens, preserved or perfected liens have been made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors, or any such charges, claims, liens, preserved or perfected liens made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors have been paid, discharged, and/or released, and I further confirm that I have been advised by the Owner’s solicitor that the time for making any such charges, claims, liens, preserved or perfected liens pursuant to the Construction Lien Act, R.S.O. 1990, c. 30, as amended, has expired, and are now statutorily barred.
4. I am unaware of any litigation, pending litigation, claims, and/or disputes arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors with respect to the construction, installation and operation of the Works required under this Agreement.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the [MUNICIPALITY], this ____ day of _____, 20__.

A Commissioner of Oaths or
Notary Public, or Justice of the
Peace.

Shelburne Commercial Developments Ltd.
Authorized Signing Officer

I have authority to bind the corporation.