



MUNICIPALITY OF **West Elgin**

Site Plan Agreement – V & V Holdings Inc. (12450 Furnival Road)

This Agreement made in triplicate this 11th day of April, 2024

-BETWEEN-

V & V Holdings Inc.

hereinafter called the “**Owner**”

-AND-

The Corporation of the Municipality Of West Elgin

hereinafter called the “**Municipality**”

Whereas the Owner represents that they are the registered owner of those lands and premises in the former Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin and outlined in heavy solid lines on Schedule “A” attached hereto and forming part of this Agreement (hereinafter called the “parcel”);

And Whereas the Owner proposes to construct a residential development (8, 4-unit townhouse dwellings, 32 units total and 2, 2 unit semi-detached dwellings (4 units total) in accordance with the Site Plan prepared by Spriet Associates Limited. (as attached) including the Site Plan, Site Servicing Plan, Grading Plan and Notes and Detail SP1 (dated January 8, 2024, SP2 (dated March 26, 2024), SP3 (dated March 26, 2024) & SP4 (dated January 8, 2024), inclusive (hereinafter called the “plans”) attached hereto as Schedule “B”;

And Whereas the Municipality is agreeable to the use and development of the parcel as shown on the site plan on the condition that the Owner enters into an agreement with the Municipality on certain specified terms;

And Whereas the parcel is zoned for the purposes proposed by the Owner;

And Whereas the parcel lies within an area of site plan control;

And Whereas within an area of site plan control, the Municipality, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, has the authority to approve plans and drawings respecting development, to require certain dedications or improvements to the

satisfaction of, and at no expense to, the Municipality, and further to enter into this Agreement with the Owner;

Now Therefore This Agreement Witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants and agrees with the Municipality to do and perform at their own expense the following:

The following Schedules, acting as a legal description of the Land affected by this Agreement, the plans required by the Municipality pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, and specifics of the services being provided are hereby declared to form part of this Agreement, comprise the Development, and are attached to this Agreement:

Schedule	Description
Schedule A	Location Map
Schedule B	Approved Site Plan (as attached)

The attached Schedules are hereby approved by the Municipality subject to the following conditions:

- The following works or matters will be provided by the Owner to the Municipality's satisfaction and at no expense to the Municipality.
- The Owner agrees that the Development will be completed in accordance with the attached Schedules. Any item not clearly included within the Schedules or included within this Agreement is deemed prohibited and shall only be permitted by means of an amendment to this Agreement.

1. **Entrance**: The Owner agrees to construct new entrances to the requirements and standards of the road authority and to hard surface the entrances between the front lot line and the traveled portion of Furnival Road as shown on the site plan to the satisfaction and approval of the road authority. The Owner agrees to provide any associated culverts (if required) within the County Road allowance as shown in Schedule 'B'.

The Owner agrees to obtain all required permits from the related regulatory and approval authorities prior to installation and shall install the related works in accordance with all specifications provided by the regulatory and approval authorities.

2. **Driveways and Parking Areas**: The Owner agrees that all driveways shall be constructed and hard surfaced to the satisfaction of the Municipality.
3. **Exterior Lighting**: The Owner agrees that all exterior lighting of the parcel, including lighting affixed to any building, shall be full cut-off, dark sky compliant, oriented and its intensity controlled so as to prevent glare onto adjacent properties and roads to the

satisfaction of the Municipality. All exterior lighting shall be directed away from adjacent properties. Acceptable lighting will be provided to ensure the safety and security of the Public and the Development.

4. **Canada Post (if applicable):** The Owner agrees to:
- i) consult with Canada Post to determine suitable permanent locations for the Community Mail boxes, The Owner will then indicate these locations on the appropriate servicing plans;
 - ii) Prior to offering any units for sale or rent, to display a map on the wall o the sales office in place readily accessible to potential homeowners or tenants that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post;
 - iii) include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Boxes, The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the community Mail Box;
 - iv) provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations, Canada Post will provide mail delivery to new residents as soon as the homes are occupied;
 - v) provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - a. any required walkway across the boulevard, per municipal standards;
 - b. any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)
 - c. a Community Mail Box concrete base pad pe Canada Post specficiations.
5. **Fire Services and Routes (if applicable):** The Owner agrees that all fire routes shall have a minimum width of 6 meters and shall be constructed such that they can accommodate and support firefighting equipment weighing fifteen (15) tonnes during all weather conditions.
6. **Fire Hydrants (if applicable):** The Owner agrees that the maintenance of all fire hydrants and connections on private property and shown in the applicable attached Schedule(s) shall be the responsibility of the Owner and maintenance shall be performed to the Municipality's satisfaction. The location and installation of all required fire hydrants shall be approved by the Municipality.

All required fire hydrants will be supplied and installed at the Owner's expense to the satisfaction of the Municipality. The aforementioned fire hydrants shall be maintained by the Owner at the Owner's sole expense.

7. **Site Services and Drainage:** The Owner agrees to the following specific to servicing and drainage:

- Surface drainage shall be accommodated on site. The rate of post-development surface run-off directed towards adjacent properties and road allowances shall not exceed pre-development run-off rates.
- The site shall adequately drain to the Municipality's satisfaction and in accordance with the applicable attached Schedule(s) such that the flow of water resulting from any grading and drainage facilities does not create erosion issues nor does it aggravate existing issues on the site or adjacent lands. The flow of water shall not create a drainage issue on the site or adjacent lands.
- The site grading shall comply with all elevations noted on the grading plan(s) as included within the applicable attached Schedule(s).
- Sediment and erosion control measures will be implemented, monitored and maintained throughout construction to the Municipality's satisfaction.
- The Owner shall indemnify and hold the Municipality harmless from any liability regarding excess run-off during or as a result of the Development and works and matters described within this Agreement.
- Any and all required extensions or expansions to storm, sanitary or water systems on the site shall be installed at the sole expense of the Owner to the Municipality's satisfaction.
- Sanitary sewers shall be constructed with necessary appurtenances and services connected to said sanitary sewers. Sanitary sewers shall be constructed to connect to existing sanitary sewer systems. All works shall be completed in accordance with the approved Schedule and to the Municipality's satisfaction. Inspection manholes will be installed where required by the Municipality and the Owner shall maintain the system in accordance with the Municipality's direction, at the Owner's sole expense.
- The Owner shall provide the Municipality, as required, a stormwater management plan which shall be approved by the Municipality and third-party peer reviewer. The owner shall, in accordance with the stormwater management plan, and to the Municipality's satisfaction and approval:
 - Stormwater shall be disposed of in accordance with the terms and conditions of an Environmental Compliance Approval as issued by the Ministry of the Environment, Conservation and Parks, if applicable or in accordance with Conservation Authority requirements, if applicable.
 - The Owner is responsible for the provision, construction, maintenance and liability associated with the stormwater management facility located on the site.
 - Supply and install storm sewers and appurtenances, catchbasins and leads in accordance with the approved drawings and stormwater management plan with sufficient capacity to drain the site and adjacent

lands and to provide connections for future storm infrastructure as required by the Municipality.

- Provide easements across the site or adjacent lands for drainage infrastructure that may be required to provide an approved stormwater outlet and protect any natural watercourses, as applicable.

8. **Protect and Restore Streets:** The Owner agrees that the protection of existing streets affected by the construction of this project are the Owner's responsibility and the Owner shall restore such streets to their pre-construction condition to the Municipality's satisfaction.
9. **Site and Road Maintenance:** The Owner agrees to keep the site clean and secure during construction, while ensuring dust is kept to a minimum and all roads adjacent to and within the vicinity of the Development are kept clean of mud and debris.
10. **Landscaping:** The Owner agrees that the Development shall be graded in accordance with the grading plan and site plan included within the approved Schedules. All trees and miscellaneous landscaping features will be maintained by the Owner such that interference with vehicular traffic, including through areas designated as fire routes is eliminated at all times.
11. **Building Code:** The Owner agrees that compliance with the most current version of the Ontario Building Code and regulations thereunder is mandatory.
12. **Site Plan and As-Built Drawings:** The Owner agrees to provide the Municipality with as-built drawings of all service installations and connections, meter pits, infrastructure installed within the road allowance to be assumed by the Municipality, as well as as-built site plans, in both electronic (PDF and CAD) and paper formats within sixty (60) days of construction completion.
13. **Solid Waste Disposal (if applicable):** The Owner agree that any outdoor waste materials or recyclable storage containers shall be restricted to rear of the building or as shown on the approved site plan within an enclosed lockable refuse bin or enclosure intended specifically for such purpose as shown on Schedule "B".
14. **Incidental Matters:** All incidental matters, which may or may not be shown on the site plan including the re-location of utilities, pipes, poles, valves and equipment; the re-setting of drains and manholes; and all things required by this Agreement or by the Municipality shall be carried out by the Owner at their sole risk and expense, provided all work is to be done to the satisfaction of the Municipality and/or the permission and satisfaction of the respective utility company or agency as the case may be.
15. **Completion of Works:** Except as may be indicated otherwise by paragraph 20, the facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be

completed within a period of two (2) years of the date of the issuance of a building permit and all such work shall be undertaken and completed to the satisfaction of the Municipality.

16. **Maintenance of Works**: The facilities and matters required by paragraph 1 to paragraph 15 inclusive shall be provided and maintained by the Owners from time to time at their sole risk and expense and to the satisfaction of the Municipality and in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of the Municipal Act shall apply for the purposes of securing rectification of the default. The Owners further covenant and agree that the parcel shall, at all times, be kept tidy and free of weeds, refuse and debris.
17. **Legibility of the Plans**: Where the legibility of the schedules attached hereto or any information or rendering contained thereon is in question or in dispute, the corresponding full-sized plans filed in the office of the Municipality shall be deemed to be the plans for which, in conjunction with this Agreement, use and development of the parcel shall be in accordance with.
18. **Work According to Plans**: The Owner agrees not to change or revise the site plan or deviate from construction in accordance therewith without the prior written approval of the Municipality.
19. **Right of Entry**: The Municipality or any of its officers, employees or agents may, from time to time and upon producing proper identification, enter upon the parcel and any building(s) erected thereon for the purpose of inspecting the facilities, services, works and matters to be provided, constructed or installed, and maintained by the Owner under this Agreement. The Municipality, its officers, employees and agents shall not be liable to the Owner or any occupant of the parcel and premises for any losses or damages of any kind whatsoever arising, in any way, from entry for such purposes.
20. **Remedy**: The Owner agree that if they do not complete the construction within two (2) years of the date of the issuance of a building permit, this Agreement may be reviewed by the Municipality and amended as necessary in light of the policies, procedures, regulations and guidelines existing at that time including the right of the Municipality to enter upon and to restore the parcel to its original condition and recover the costs thereof by action or in like manner as taxes.
21. **Indemnity**: The Owner shall, at all times, indemnify and save harmless the Municipality of and from all losses, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of construction, servicing, plantings and any other improvements required or permitted by this Agreement and such indemnity shall constitute a first lien and charge upon the parcel.

22. **Application of Municipal By-laws**: Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all by-laws of the Municipality.
23. **Registration**: The Owner shall register, or cause to be registered, this Agreement against the title to the parcel in the Land Titles Division of Elgin (No. 11) immediately after execution to the extent and purpose that this Agreement and all of the Owners covenants herein shall run with the land, and the Owners shall forthwith advise the Municipality of the particulars of registration thereof.
24. **Agreement Binding**: The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the parcel and shall be binding upon them and upon their successors and assigns as Owners and occupiers of the said parcel from time to time.
25. **Severability**: If any of the terms of this Agreement shall be found to be “ultra vires” the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement shall, with the necessary changes, be and remain in full force and effect.
26. **Owner’s Title**: The Owner represent and warrant to the Municipality that at the date of this Agreement and at the date of the registration of this Agreement upon title, the Owners are the owner in fee simple of the parcel free from all liens and encumbrances; and the Owners shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario to this effect after and as of the registration of this Agreement upon the title to the parcel.

The said opinion shall be addressed to the Municipality in consideration of a fee of One Dollar (\$1.00) payable to the solicitor rendering same. If there are any outstanding encumbrances, liens or mortgages, the Owners shall obtain and register a discharge of same or, in the alternative; the Owners shall obtain and register agreements postponing the interest of the lienholder, encumbrancer or mortgagee to the interests of the Municipality. Such postponement agreements to confirm that the lienholder, encumbrancer or mortgagee agrees that in the event the parcel becomes vested in him, the lienholder, encumbrancer or mortgagee shall be required to comply with the terms of this Agreement to the same extent as if he had joined herein as Owner.

27. **Recovery of Municipality’s Costs**: The Owner agrees to the use of the deposit currently with the Municipality, of **Ten Thousand Dollars (\$10,000.00)** to reimburse the Municipality for its costs incurred for engineering, planning, legal and surveying services and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If the total monies deposited are insufficient, the Owner shall

reimburse the Municipality for such actual costs, from time to time, as and when requested by the Municipality; and if these monies exceed the actual costs, the Municipality shall refund to the Owner such excess, without interest, upon completion of the works.

28. **Professional Engineer:** The Owner agrees that their Engineer licensed in the Province of Ontario, shall inspect and certify to the Municipality that all internal and external services, grading, and stormwater management infrastructure have been constructed in accordance with the approved engineering drawings as included within the Schedules of this agreement, prior to the reduction of any site plan deposit or security filed with the Municipality. The deposit or certificate(s) shall be in a form acceptable to the Municipality. The Municipality may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.
29. **Notice:** Any notice by the Municipality to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner of the land at the address shown on the last returned assessment roll as updated from time to time as to any change in Ownership received in writing by the Municipality, and every such notice shall be deemed to be given upon the day it was personally served and so mailed.

In Witness Whereof the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

Signed, sealed and delivered in the presence of:

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V & V Holdings Inc.

per: Frank VandenBoomen – President
I have authority to bind the Corporation

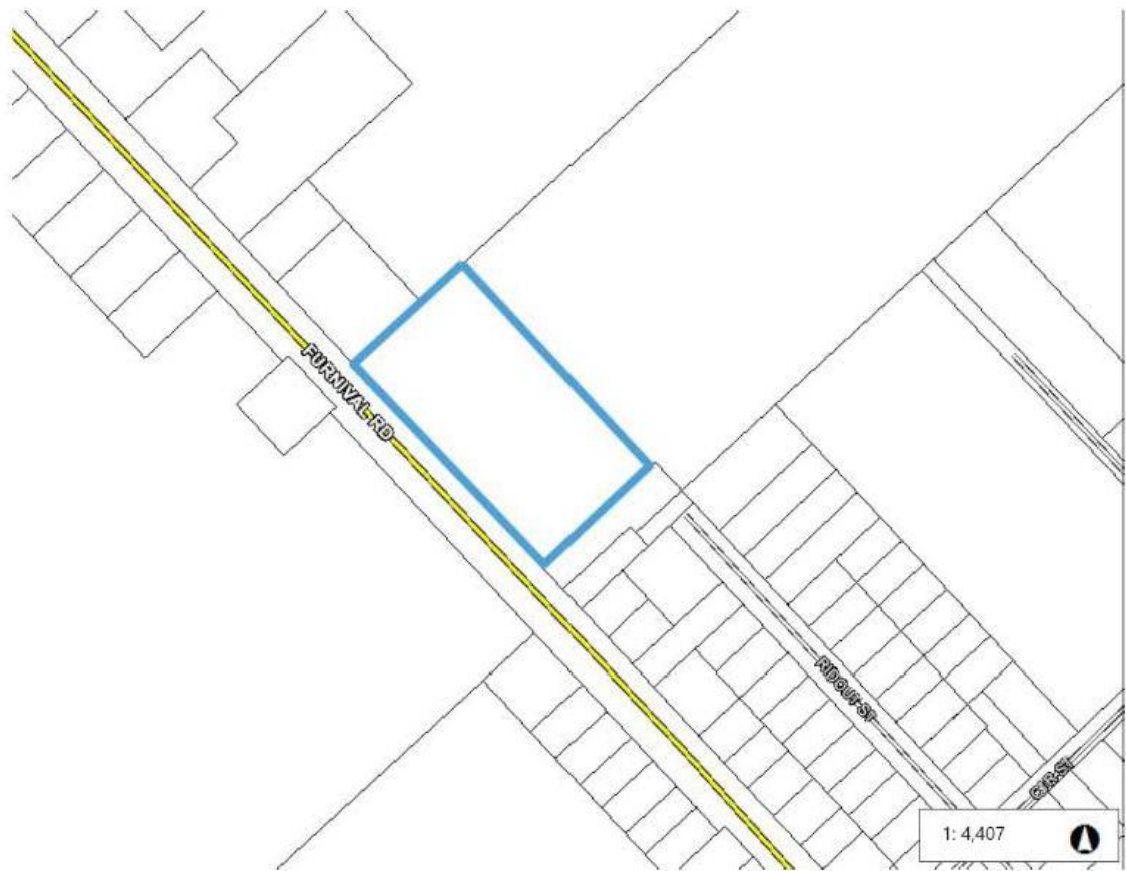
The Corporation of the Municipality of West Elgin

As authorized by By-law No.2024-_____ passed this 11th day of April, 2024

per: Taraesa Tellier, Deputy Mayor

per: Magda Badura, CAO/Treasurer
I/We have authority to bind the Corporation

**SCHEDULE "A"
LEGAL DESCRIPTION OF PARCEL
PART OF LOT 7, CONCESSION 7, PART 1, RP 11R 1512
MUNICIPALITY OF WEST ELGIN**



**THIS IS SCHEDULE "A" TO THE AGREEMENT DATED THIS 11th DAY OF
APRIL, 2024**

**BETWEEN V & V HOLDINGS INC. AND THE
MUNICIPALITY OF WEST ELGIN**

V & V HOLDINGS INC.

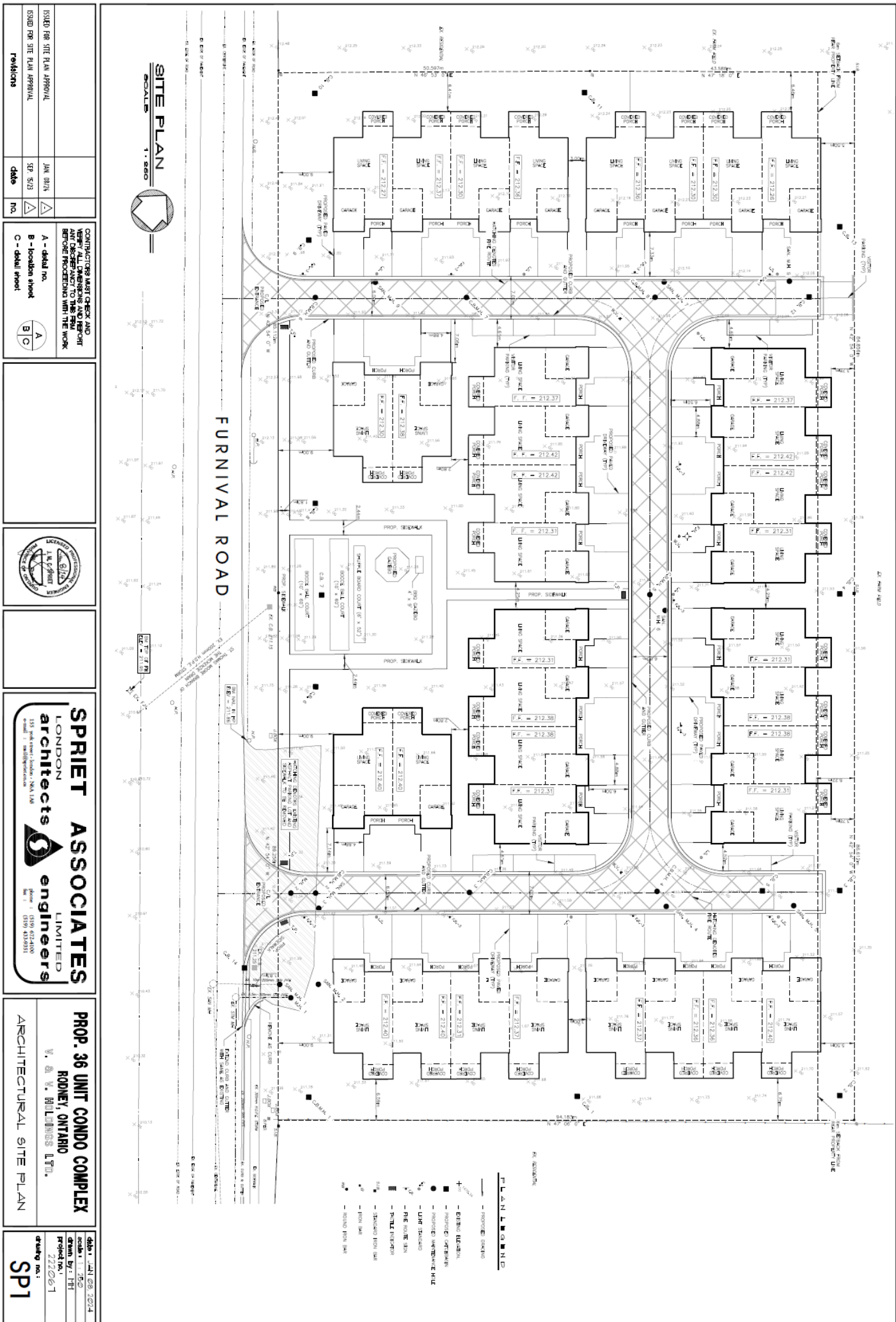
**Per: _____
Frank VandenBoomen - President**

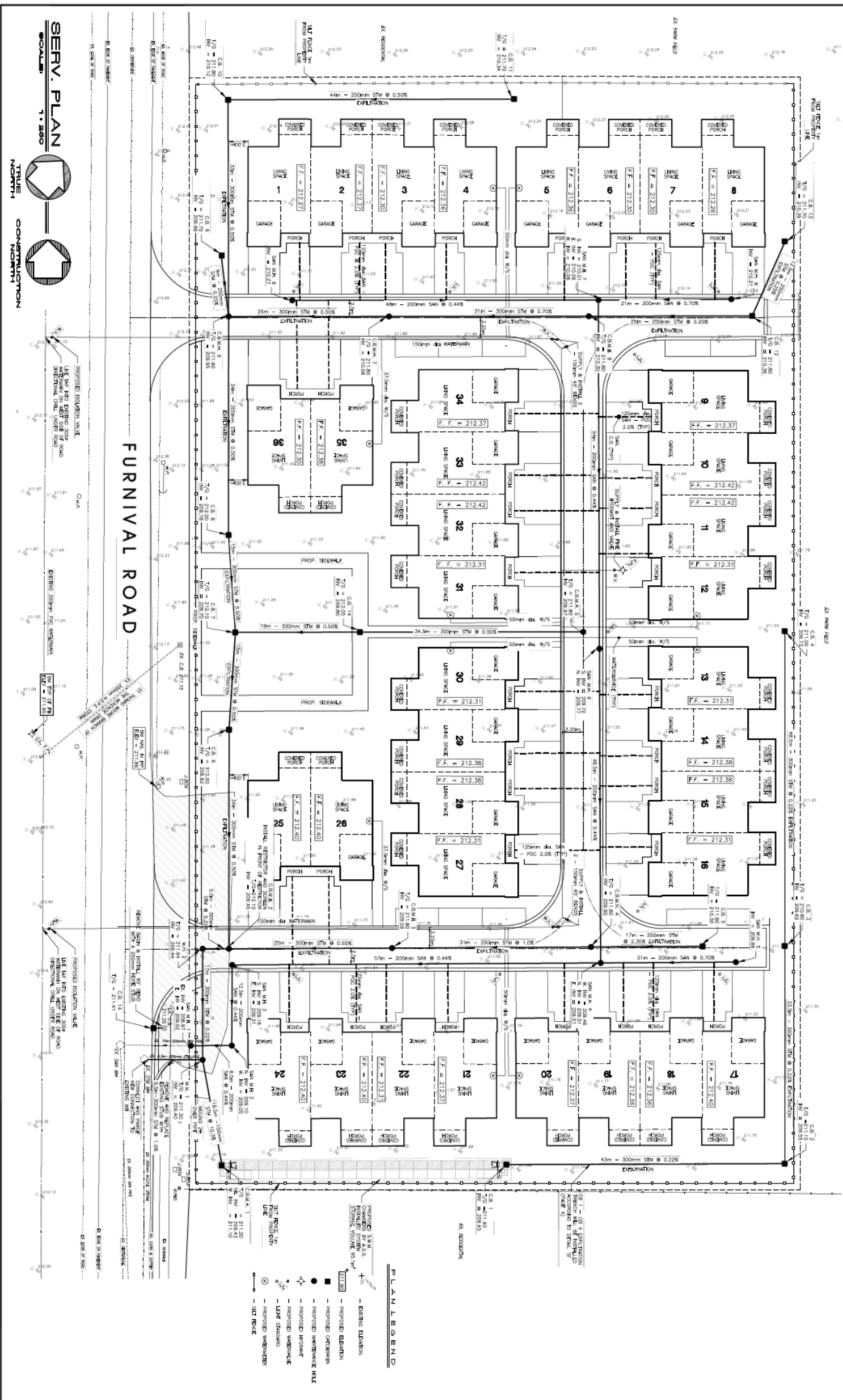
MUNICIPALITY OF WEST ELGIN

**Per: _____
Deputy Mayor - Taraesa Tellier**

**Per: _____
CAO/Treasurer - Magda Badura**

Schedule "B" Site Plan





DATE 2 UD ELEVATION CHANGE	MAR 20/24
REVISIONS AS PER COMMENTS	MAR 20/24
ISSUED FOR SITE PLAN APPROVAL	JAN 08/24
ISSUED FOR SITE PLAN APPROVAL	SEP 05/23
revision	date

CONTRACTOR'S MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT BEFORE PROCEEDING WITH THE WORK

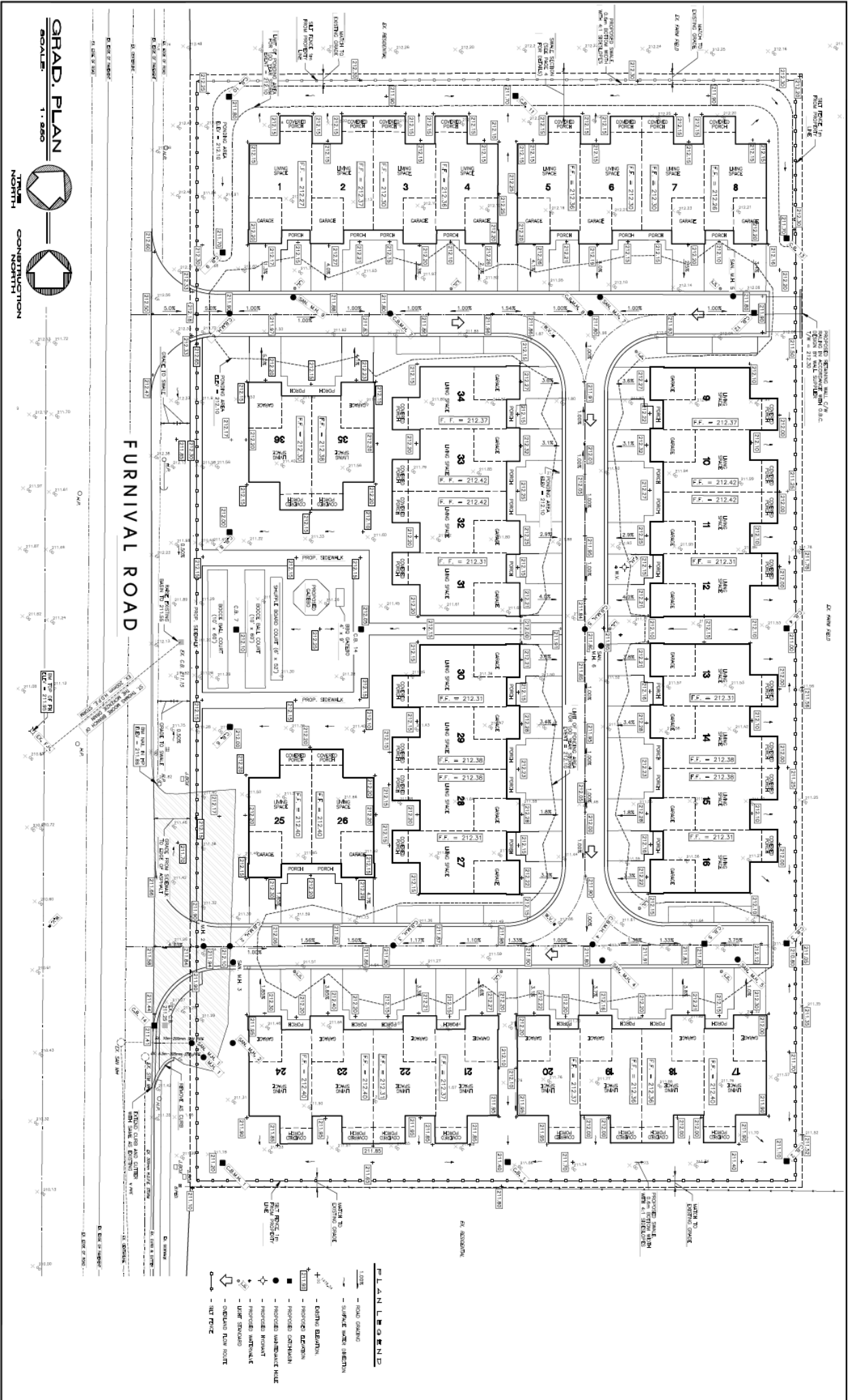
A - detail no.
 B - location sheet
 C - detail sheet



SPRIET ASSOCIATES LIMITED
 architects engineers
 115 Ash Street, London, ON, N6A 1A6
 Phone: (519) 874-4100
 Fax: (519) 413-9311

PROP. 36 UNIT CONDO COMPLEX
 RODNEY, ONTARIO
 V & V HOLDINGS LTD.

DATE: MAR 07, 2024
 DRAWN BY: TTH
 PROJECT NO.: 2222001
 DRAWING NO.: SP2



<p>GRAD. PLAN SCALE 1:250</p> <p>TERRACE NORTH CONSTRUCTION NORTH</p>	<p>CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT BEFORE PROCEEDING WITH THE WORK</p> <p>A - detail no. B - location sheet C - detail sheet</p>	<p>LEONARD ASSOCIATES INC. ARCHITECTS</p>	<p>SPRIET ASSOCIATES LIMITED architects engineers</p> <p>150 West Beaver Creek Road, Suite 110 West Beaver Creek, Ontario L4B 1N6 Tel: (905) 709-2222 Fax: (905) 709-2223</p>	<p>PROP. 36 UNIT CONDO COMPLEX RODNEY, ONTARIO V. & V. HOLDINGS LTD.</p> <p>GRADING PLAN</p>	<p>DATE: MAY 07, 2024 SCALE: 1:250 DRAWN BY: TH PROJECT NO.: 222061 SHEET NO.: SP3</p>
<p>SCALE 2:10 ELEVATION CHANGE</p> <p>REVISIONS FOR COMMENTS</p> <p>ISSUED FOR SITE PLAN APPROVAL</p> <p>ISSUED FOR SITE PLAN APPROVAL</p> <p>DATE</p>	<p>MAY 24/24</p> <p>MAY 24/24</p> <p>JUN 06/24</p> <p>SEP 03/23</p> <p>NO</p>	<p>NO</p> <p>A</p> <p>B/C</p>	<p>NO</p>	<p>NO</p>	

GENERAL NOTES

1. DIMENSIONS AND DETAILS SHOWN ON THIS PLAN ARE IN METERS AND SHALL BE CONSIDERED TO BE IN COMPLIANCE WITH THE CITY OF WEST ELGIN ZONING BY-LAW.
2. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST ELGIN.
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4. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY OF WEST ELGIN ZONING BY-LAW.
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SEMI-ANNUAL AND SEDIMENT CONTROL

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TRENCHING NOTES

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UTILITY NOTES

1. ALL UTILITIES TO BE CONDUCTED IN ACCORDANCE WITH THE CITY OF WEST ELGIN ZONING BY-LAW.
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THE FOLLOWING GRAB STANDARDS SHALL BE USED ON THIS DEVELOPMENT PROJECT

LINE	REQUIRED	PROPOSED
1. ZONE	RS-3	RS-3
2. PERMITTED USES	CONDO DEVELOPMENT	CONDO DEVELOPMENT
3. LOT AREA (M ²)	1,070M ²	1,070M ²
4. LOT FRONTAGE	100M	171.57M
5. FRONT YARD	12M BACK YARD	9.2M
6. SIDE YARD	6.0M	6.25M
7. REAR YARD DEPTH	6.0M	3.7M (CONDO PORTION) 5.00M (COND. PORTION)
8. MAXIMUM LOT COV.	40%	37.00%
9. MINIMUM LANDSCAPE OPEN SPACE	600M ²	2400M ²
10. MIN. PARKING SPACE	2 PER DWELLING	2 PER DWELLING
11. MIN. VISUAL SPACE	0.2 PER DWELLING	10 PARKING SPACES
12. TOTAL NO. OF UNITS	30 UNITS	30 UNITS

ISSUED FOR SITE PLAN APPROVAL	DATE
ISSUED FOR SITE PLAN APPROVAL	JUN 08/24
ISSUED FOR SITE PLAN APPROVAL	SEP. 5/23

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCY TO THE PM BEFORE PROCEEDING WITH THE WORK

A - detail no.
B - location sheet
C - detail sheet

SPRIET ASSOCIATES LIMITED
LONDON ARCHITECTS
151 York Street, London, ON N6A 1M6
Phone: (519) 672-4100
Fax: (519) 432-9531

PROP. 36 UNIT CONDO COMPLEX
RODNEY, ONTARIO
W. & W. HOLDINGS LTD.

DATE: JUN 28, 2024
SCALE: 1:1250
DRAWN BY: TH
PROJECT NO.: 222061
DRAWING NO.: SP4

