

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 2014-10-052

A By-law to Authorize the Execution of a Professional Services Agreement between Howard Charles Jessup Jr. and the Township of Laurentian Valley.

WHEREAS a request for site plan approval has been submitted by Howard Charles Jessup Jr. in order to satisfy a condition for removal of the holding (-h) symbol on lands used for the operation of Valley Dumpster;

AND WHEREAS the Council of the Corporation of the Township of Laurentian Valley deems it advisable to enter into a Professional Services agreement with Howard Charles Jessup Jr. in order to recover the costs of professional services required by the Township associated with the preparation and registration of the Site Plan Agreement;

NOW THEREFORE the Council of the Corporation of the Township of Laurentian Valley Enacts as Follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute a Professional Services Agreement between Howard Charles Jessup Jr. and the Township of Laurentian Valley, a copy of which agreement is attached hereto and marked as Schedule "A" to this by-law and to affix thereto the Corporate Seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS SEVENTH DAY OF OCTOBER, 2014.

READ A THIRD TIME AND FINALLY PASSED THIS SEVENTH DAY OF OCTOBER, 2014.

Jack Wilson, Mayor

Dean Sauriol, CAO/Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of September, 2014

BETWEEN:

HOWARD CHARLES JESSUP JR.
hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the "Owner" has applied to the "Township" for site plan approval for the purpose of outdoor storage of dumpsters and equipment related to a home based business currently known as Valley Dumpster, on property located at 743 Henan Road, in Part Lot 25, Concession 12, geographic Township of Alice, Township of Laurentian Valley;

AND WHEREAS in order to undertake such review and approvals, it will be necessary for the Township to employ the professional services of its solicitor, engineer, or some one or more of them, and the "Owner" has agreed to reimburse the Township for the fees incurred for retaining such professional service, whether or not such project is proceeded with;

AND WHEREAS this Agreement is entered into pursuant to the provisions and requirements of the Corporation of the Township of Laurentian Valley;

NOW THIS AGREEMENT WITNESSES THAT IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT BELOW, THE PARTIES AGREE AS FOLLOWS:

1. "Owner's Responsibilities"

The "Owner" agrees as follows:

- (a) The "Owner" hereby covenants and agrees with the "Township" that notwithstanding whether the above-noted project receives approval and is proceeded with, the "Owner" shall pay to the "Township" an amount equal to the reasonable and necessary technical and professional costs and expenses, for all legal, engineering and other related fees and disbursements arising out of the proposed development, that have been incurred by the "Township" to date and which the "Township" will incur in the future, up to and including the end of the warranty period as set out in the site plan agreement. It is agreed that such professional services include: professional advice with regard to the proposal; the design of services required for the proposal; the preparation of any agreements in connection therewith; and the construction review of any part of the site to which the proposal relates. These expenses do not include internal administrative services rendered by full-time members of staff of the "Township". Such costs and expenses shall be paid to the "Township" by the "Owner" within 30 days of the date of invoice.
- (b) The "Owner" acknowledges and accepts that the Solicitor of Record for the Township of Laurentian Valley is Roy C. Reiche, Barrister and Solicitor.

2. "Township's Responsibilities"

The "Township" agrees to process the application pursuant to the relevant

