

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 2015-08-034

A By-law to Authorize the Execution of a Professional Services Agreement between 958797 ONTARIO INC. and the Township of Laurentian Valley.

WHEREAS a request for site plan approval has been submitted by Paul Hammel of 958797 ONTARIO INC. in order to allow for the construction of an office addition to an existing auto body shop (Hammel's Body Shop);

AND WHEREAS the Council of the Corporation of the Township of Laurentian Valley deems it advisable to enter into a Professional Services agreement with 958797 ONTARIO INC. 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 958797 ONTARIO INC. 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 THIRTEENTH DAY OF AUGUST, 2015.

READ A THIRD TIME AND FINALLY PASSED THIS THIRTEENTH DAY OF AUGUST, 2015.

Steve Bennett, Mayor

Dean Sauriol, CAO/Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made in duplicate this 29 day of July, 2015
BETWEEN:

958797 ONTARIO INC.
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 approvals for the purpose of a site plan agreement for the "Hammel's Auto Body" on property located within Part Lot 27, Concession 1, geographic Township of Stafford, in the Township of Laurentian Valley, known municipally as 40988 Highway 41;

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:

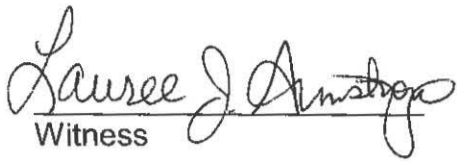
- (a) The "Owner" hereby covenants and agrees with the "Township" that notwithstanding whether the above-noted project receives approval and is proceeded with, the "Owner" shall pay to the "Township" an amount equal to the reasonable and necessary technical and professional costs and expenses, for all 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 provisions of the Planning Act;

IN WITNESS WHEREOF the Parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness

) 958797 ONTARIO INC.
) I have the Authority to bind the Corporation



Paul Hammel

) THE CORPORATION OF THE
) TOWNSHIP OF LAURENTIAN VALLEY
) We have the Authority to bind the Corporation.

) _____
) Mayor

) _____
) Chief Administrative Officer