

CORPORATION OF THE VILLAGE OF POINT EDWARD

BY-LAW 21 of 2022

Being a By-Law to Authorize the Execution of an Agreement between Venetian Harbour Developments Inc. and The Village of Point Edward.

WHEREAS pursuant to Section 9 of the *Municipal Act, 2001* S.O. 2001, c.25 as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS pursuant to Section 11(1) the *Municipal Act, 2001* S.O. 2001, c.25 as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in Section 11(4) of the Act; and

WHEREAS it is deemed expedient to execute a conditional building permit agreement between Venetian Harbour Developments Inc. and The Village of Point Edward at 1540 Venetian Boulevard. (PIN 43183-0190)

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF POINT EDWARD ENACTS AS FOLLOWS:

1. That the Council of the Corporation of The Village of Point Edward executes an Agreement Venetian Harbour developments Inc. A copy of which is attached hereto and is marked "Agreement" and forms part of this by-law.
2. That the Mayor and Chief Administrative Officer be authorized to execute such an Agreement and to affix the Corporate Seal of the Corporation of The Village of Point Edward thereto.
3. That the Agreement must be executed by all parties of the Agreement shall become null and void.
4. That this By-law shall come into force and take effect on and from the date it is finally passed by Council.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 26th day of July 2022.



Mayor – Bev Hand



Chief Administrative Officer
Jim Burns

BUILDING PERMIT AGREEMENT

THIS AGREEMENT made in duplicate, this 26th day of July, 2022.

BETWEEN: Venetian Harbour Developments Inc.
257-9861 Glendon Drive, Komoka, ON N0L 1R0
(Hereinafter called the "OWNER" of the First Part)

AND: THE CORPORATION OF THE VILLAGE OF POINT EDWARD
(Hereinafter called the "MUNICIPALITY" of the Second Part)

AND WHEREAS, the Owner represents and warrants that they are the registered owner 1540 Venetian Boulevard, in the Village of Point Edward in the County of Lambton and in the Province of Ontario.

AND WHEREAS, the Owner has agreed to apply to the Corporation for a Conditional Building Permit for a foundation and site servicing only.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. The lands affected by this Agreement (hereinafter referred to as the "subject lands") are legally described as POINT EDWARD PT MILITARY RESERVE RP 25R9571 PARTS 1 3 9 11 TO 15 AND 17 (PIN 43183-0190) in the Village of Point Edward, in the County of Lambton. Municipally known as 1540 Venetian Boulevard.
2. The construction affected by this Agreement (hereinafter referred to as the "subject construction") is that construction proposed in a building permit application(s) filed with the Municipality and identified as 1540 Venetian Boulevard. The subject lands are those lands described on the said building permit application(s).
3. Upon the issuance of a Conditional Building Permit for the subject construction to be renovated on the subject lands, the Owner agrees to assume all risks involved in commencing construction before every requirement for a building permit has been met, and, to this end hereby shall indemnify and save harmless the Municipality and the Chief Building Official from and against all claims arising from the issuance of a said building permit(s).
4. The owner hereby agrees:
 - (a) To obtain all necessary approvals and meet all conditions as shown on Schedule 'A';
 - (b) to complete the building by the dates cited in Schedule 'A';
 - (c) to remove the existing the building(s) and restoring the site to a generally, vacant land graded and vegetated/maintained property if all necessary approvals have not been obtained;


- (d) to assume the expense of removing the building and restoring the site to a generally, vacant land graded and vegetated/maintained property;
5. The site restoration referred to in this agreement shall be to the conditions present at the time of the building permit application and shall include the removal of the subject construction, the replacement of all vegetative matter, the stabilization of slopes and the restoration of drainage patterns. Compliance with deadlines specified in Schedule "A" must be completed to the satisfaction of the Chief Building Official or his/her designate as specified in said Schedule "A".
 6. If the Chief Building Official or his/her designate determines that the subject construction has not been completed, removed or site restored as required by this agreement, the Chief Building Official or his/her designate may cause the subject construction to be completed, removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agents may enter upon the subject land and construction governed by this agreement at any reasonable time and without warrant.
 7. The owner shall and does hereby release, discharge and covenant and agree at all times to indemnify and save harmless the Municipality and the Chief Building Official from and against all claims, including;
 - (a) all claims for property damage or injuries, including injuries resulting in death, to any property or person or persons and any consequential damages arising from such damage or injuries, whether such damage or injuries be caused by or attributable to the negligence of the Municipality or its officers, agents, servants, employees or otherwise; and
 - (b) all demands, liability, loss, costs, damages, expenses, compensation, awards or payments of every kind or nature whatsoever and all actions, suits or proceedings of every kind or nature whatsoever by whomsoever incurred, sustained, suffered, made, paid, brought, or taken, in any manner connected with, caused by or attributable to the entry into this Agreement, the performance or failure to perform the terms and conditions hereof.
 8.
 - (a) The Owner delivered to the Corporation a deposit (the "surety") in the amount of \$5000 (Five Thousand Dollars) in the form of a , certified cheque, money order or cash.
 - (b) If the Chief Building Official or his/her designate determines that the subject construction has not been completed or demolished or the site restored as required by this agreement, as per Schedule "A", the surety will be drawn upon in full and deemed forfeited by the Owner.
 - (c) Should costs associated with the removal of the subject construction, the restoration of the site and the work required under Schedule "A" of this Agreement be incurred by the Municipality, the Municipality shall have a lien on the land for such amount and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.

- (d) Should there be full compliance with this Agreement; the surety will be returned to the Owner at the address provided on the application for building permit.
- 9. This agreement may be registered against the subject lands and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the subject lands.
- 10. This agreement shall be binding upon the Owner or heirs, executors, administrator, successors and assigns of all said lands.
- 11. Any amendments or extensions to this agreement shall be agreed to in writing by both parties.
- 12. This agreement shall be read with all changes in gender or number required in the context.

IN WITNESS WHEREOF the parties hereto have affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.


Executed at the Village of Point Edward, Ontario this 26th day of July 2022

OWNERS



Mr. Nick Salomone

THE CORPORATION OF THE VILLAGE OF POINT EDWARD



Mayor – Bev Hand



Chief Administrative Officer - Jim Burns

SCHEDULE 'A'

1. The Owner agrees to adhere to all approvals including the site plan approval.
2. The Owner agrees to provide sufficient proof that repairs to the shoreline protection wall be completed prior to the commencement of works and that the qualified engineer's report be submitted, prior to the release of the conditional permit
3. The Owner agrees to provide sufficient proof that the easement has been completed and proof the registration will be provided, prior to the release of the conditional permit.
4. The Owner agrees to obtain all necessary approvals for full permit issuance and the application deadline for the final submissions is September 7th, noon. Please submit the application to the County of Lambton office by the specified deadline.
5. The Owner agrees that final building permit will be applied for and obtained prior to the commencement of framing on the subject property.
6. The Owner agrees that full building permit fees are applicable at the time of conditional permit issuance for building at a grand total of \$215,592.00, made payable to the Village of Point Edward.
(Fee: 52 units @ \$1646 + 52 units @ \$2500 refundable deposit upon completion)
7. The Owner agrees that additional fees will be applicable and due at the time of full permit issuance/release. Additional fees include the plumbing permit fee, which will include site servicing, the parking garage permit fee, and any other fee the Village/County deems appropriate and within their respective approved fee schedules and by-laws.
8. The Owner agrees that they shall obtain/retain the services of a Professional Engineer and/or Architect and any other necessary consultants/professionals to undertake the necessary works for all aspects of this project, where applicable.