

TOWN OF FORT FRANCES

BY-LAW NO. 41/08-A

(Being a by-law to amend the site plan agreement with Borderland Hotel o/a Fort Frances Super 8)

WHEREAS pursuant to By-Law No. 41/08 enacted June 23rd, 2008, lands municipally known as 810 King's Highway being developed by Borderland Hotel o/a Fort Frances Super 8 were brought under development controls;

AND WHEREAS Council at its meeting October 9, 2018 received and approved a report from the Chief Building Official / Municipal Planner respecting the request for amendment to site plan to provide for the construction of a 24-room addition to the north side of the existing hotel;

AND WHEREAS the requested amendment is in conformance with the Official Plan of the Town of Fort Frances, as contained within By-law 63/11 (as amended);

AND WHEREAS the requested amendment is in conformance with the Zoning By-law of the Town of Fort Frances as contained within By-law 03/14 (as amended);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. THAT the executed amending Site Plan Agreement – Schedule 'A' attached to and forming part of this by-law.
2. THAT the site plan to By-law 41/08 be amended as shown on Schedule 'B' attached to and forming part of this by-law.
3. That all other terms and conditions save those amended by this by-law shall be in force and effect as outlined in the original By-law 41/08.

This by-law shall come into full force and effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9th day of September 2019.

June Caul, Mayor

Elizabeth Slomke, Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019.

B E T W E E N:

**1417409 Ontario Inc. (Borderland
Hotel)
o/a Fort Frances Super 8
(the "Owner")**

- and -

The Corporation of the Town of Fort
Frances (the "Municipality")

WHEREAS:

- A. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, an expansion onto the existing hotel operations (herein sometimes referred to as the "Development" or "Proposed Development");
- B. By an application received _____, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- C. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- D. The Owner has submitted to the Municipality the Plans and Drawings in respect of such Proposed Development by the Owner of the Lands; and
- E. s. 41(10) of the Planning Act which permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the "Parties", individually a "Party") hereto agree one with the other as follows:

Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 810 King's Highway, legally described as MCIRVINE RIVER RANGE PT LOT;39 RP 48R2376 PARTS 1 TO 3;PCL 962.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (b) **Schedule 2** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (c) **Schedule 3** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**1417409 Ontario Inc. (Borderland Hotel)
o/a Fort Frances Super 8**

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:

- (a) Application for site plan;
- (b) Preparation of this agreement;
- (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
- (d) All legal / lawyer fees and disbursements;
- (e) Engineer / engineering fees and disbursements;
- (f) Planning / planner fees and disbursements;
- (g) Municipal staff time;
- (h) All Land title fees and charges;
- (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
- (j) HST and any other taxes applicable on or to any of the above.

Schedule 2

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	Letter of Credit required of \$50,000.00
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** If project value changes, then Letter of Credit value will be amended accordingly.

Schedule 3

Reduction or Release of Security

Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.