

**THE CORPORATION OF TOWNSHIP OF NORTH HURON**

**BY-LAW NO. 77-2017**

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**A BY LAW TO AUTHORIZE A SITE PLAN CONTROL AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
AND 2463691 ONTARIO INC.**

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**WHEREAS** the Corporation of the Township of North Huron deems it advisable and necessary to enter into a Site Plan Control Agreement with 2463691 Ontario Inc. to permit the construction of a gas station with store and gas pumps on Plan 414, Part Park Lot 7 to Part Park Lot 10, East side of Josephine Street, Wingham, as in R208483, s/t R238702 and R65513E, Township of North Huron, County of Huron, PIN #41063-0012, municipally known as 115 Josephine Street, Wingham, a copy of which is attached hereto as Schedule "A".

**AND WHEREAS** the proposed development is subject to Site Plan Control pursuant to Section 41 of the Planning Act, RSO 1990, and By-law # 77-2017 of the Corporation of the Township of North Huron.

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH HURON ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and are hereby authorized and instructed to sign all of the necessary documents to conclude the Site Plan Control Agreement between the Corporation of the Township of North Huron and the Registered Owner of Plan 414, Part Park Lot 7 to Part Park Lot 10, East side of Josephine Street, Wingham, as in R208483, s/t R238702 and R65513E, Township of North Huron, County of Huron, PIN #41063-0012, municipally known as 115 Josephine Street, Wingham,, such Site Plan Control Agreement to be in substantially the same form as attached hereto as Schedule "A".

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS \_\_\_\_\_  
DAY OF AUGUST, 2017.**

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**REEVE, Neil Vincent**

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**CLERK, Richard Al**

# Site Plan Control Agreement

**THIS AGREEMENT** made this \_\_\_\_\_ day of August, 2017.

**BETWEEN:**

***THE CORPORATION OF THE TOWNSHIP OF NORTH HURON***

(Hereinafter called the “Municipality”)

- and -

***2463691 ONTARIO INC.***

(Hereinafter called the “Owner”)

**WHEREAS** subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

**1. Construction in Accordance with Plans and Drawings**

The Owner covenants and agrees that the proposed development on Plan 414, Part Park Lot 7 to Part Park Lot 10, East side of Josephine Street, Wingham, as in R208483, s/t R238702 and R65513E, Township of North Huron, County of Huron, PIN #41063-0012, municipally known as 115 Josephine Street, Wingham; will be located in accordance with the building and structure locations as shown the plans and drawings as set out in **Schedule “A”**. These documents are available for viewing at the Township of North Huron Municipal Office.

**2. Conditions**

The Owner covenants and agrees to satisfy each of the conditions set out in **Schedule “B”** to this agreement.

**3. Fees and Charges**

The Owner covenants and agrees to pay the Municipality the fees and charges set out in **Schedule “C”** to this Agreement. The Owner will be responsible for any other reasonable and foreseeable charges that may occur as a direct result of this development, provided that it shall not be responsible for any indirect claims for business disruption or loss of profits of third parties arising out of the work.

**4. Security – Site Plan**

In order to guarantee compliance with all conditions of site plan approval contained herein, the Owner covenants and agrees to file with the Municipality prior or upon execution of this Agreement, a letter of credit in the amount of \$2,000.00. The aforesaid letter of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit. The letter of credit or other security will be released by the Municipality and returned to Owner in accordance with the terms of **Schedule “E”**. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Municipality cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

**5. Minor Adjustments**

Minor adjustments to the requirements and provisions of this agreement may be made subject to the approval of the Municipality provided that the spirit and intent of the agreement are maintained. Such minor adjustments shall not require an amendment to this agreement; however, the written approval of the Municipality is required before such minor adjustment can be made.

**6. Notices**

Any notice required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

(a) the Owner at:

*ATTN: Abdul Waheed  
85 Grice Circle  
Stouffville, ON L4A 0V6*

(b) the Municipality at:

*ATTN: Richard Al, Clerk  
274 Josephine Street, Box 90  
Wingham, ON N0G 2W0*

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

**7. Registration of Agreement**

The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay the Municipality as a result of the registration of any other documents pertaining to this Agreement.

The Owner shall obtain from any Lender of the Owner, which holds security registered against title to the Lands, the Lender's consent to postpone its security to this Agreement.

**8. Subsequent Plans**

Approval of this Site Plan by the Municipality is subject to the owner providing to the Municipality storm water management and drainage plans to the satisfaction of the Town's Engineer. Building Permits will not be issued prior to the receipt and approval of these plans. Drainage issues resulting from such plans will be addressed through a revised Site Plan which will not require further Council approval.

**9. Termination of Agreement**

If the development proposed by this Agreement is not commenced with one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owners shall not be entitled to any refund of fees, levies or other charges by the Owner pursuant to this Agreement.

**10. Postponement of Mortgage**

The Owner requires as a condition of this Site Plan to obtain a postponement of any mortgage currently existing on the properties in the form attached as **Schedule "E"** to this Agreement.

**11. Enforcement**

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the Municipal Act, 2001.

**12. Successors and Assigns**

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**~signature page follows~**

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

**SIGNED, SEALED AND DELIVERED**

) **THE CORPORATION OF THE**  
) **TOWNSHIP OF NORTH HURON**  
)  
) Per: \_\_\_\_\_  
)                   Reeve – Neil Vincent  
)  
)  
) Per: \_\_\_\_\_  
)                   Clerk – Richard Al  
)  
) We have the authority to bind the municipal  
) corporation  
)  
)  
)  
)  
) **2463691 ONTARIO INC.**  
)  
)  
) Per: \_\_\_\_\_  
)                   Abdul Waheed  
)  
)  
) I have the authority to bind the  
) corporation.  
)

## **SCHEDULE “A”**

### **APPROVED PLANS AND DRAWINGS**

The Owners agree and covenant to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below referenced municipally-approved plans and drawings. Copies of these plans and drawings are available at the Township’s municipal offices at 274 Josephine Street, Box 90, Wingham, Ontario, N0G 2W0:

#### **1.1 SITE PLAN**

Identified as Plan No.: SP-1 (Proposed Site Plan)

Last Revised: 9 June 2017

Prepared by: Agim Mollaj of Armoclan Engineering Ltd.

#### **1.2 ARCHITECTURAL PLAN**

Identified as Plan No.: RA-06 (Proposed West and East Elevations); RA-07 (Proposed North East and South East Elevations); EX-01 (Extent of Existing Building Floor Plan); EX-02 (Extent of Proposed Existing Building To Be Renovated); EX-03 (Existing Building Cross Sections); PYS-1 (Proposed Pylon Sign Elevation & Foundation Details)

Last Revised: 9 June 2017

Prepared by: Agim Mollaj of Armoclan Engineering Ltd.

#### **1.3 LANDSCAPE SITE PLAN**

Identified as Plan No.: L-1 (Proposed Landscape Plan); L-2 (Proposed Landscape Notes and Details)

Last Revised: 9 June 2017

Prepared by: Agim Mollaj of Armoclan Engineering Ltd.

#### **1.4 SITE WORKS**

Identified as Plan No.: PAV-1 (Proposed Pavement Plan); GP-1-1 (Proposed Floodplain Plan); SP-DP (Proposed Site Demolition Plan); FRP-1 (Fire Route Plan); BVR-1 (Proposed Bulk Vehicle Route Plan); ESC-1 (Erosion Sediment Control Plan); ESC-2 (Erosion Sediment Control Details); M-1 (Proposed Piping Layout); M-2 (Proposed Tank, Canopy & Piping Section); TSSA (Technical Standards and Safety Authority)

Last Revised: 9 June 2017

Prepared by: Agim Mollaj of Armoclan Engineering Ltd.

#### **1.5 SITE GRADING, STORM SEWER, DRAINAGE and SERVICE PLAN**

Identified as Plan No.: GP-1 (Proposed Grading Plan); GP-1-2 (Proposed Grading Plan Sections); GP-2 (Proposed Site Servicing Plan); GP-3 (Pre Development Drainage Plan); GP-4 (Proposed Development Drainage Plan); GP-5 (Storm Design Plan)

Last Revised: 9 June 2017

Prepared by: Agim Mollaj of Armoclan Engineering Ltd.

**SCHEDULE “B”**  
**CONDITIONS OF SITE PLAN APPROVAL**

1. The Owner covenants and agrees to develop the site in accordance with the following:

- **Servicing:** The Owner shall extend services to the subject property in accordance with submitted plans to the satisfaction of the Municipality.
- **Maintenance of facilities and works:** The Owner acknowledges and agrees that its obligations hereunder to construct, install and maintain the works including the replacement or relocation or repair of any of the works which are damaged or altered in connection with the installation of any such infrastructure.
- **Utilities and Easements:**  
The Owner shall obtain written confirmation from the appropriate entities that all public utilities requirements for the Lands, including but not limited to telephone, telecommunications, cable television, electric power, and gas have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost, or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.
- **Hydro:** The Owner shall enter into a separate agreement with Westario Power Inc. to address the extension of hydro services to the subject property.
- **Surfacing:** Entrance/exit driveways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).
- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.
- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.
- **Drainage:** Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties and road right of ways/ roads.
- **Landscaping:** The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Elevation:** The Owner shall complete and maintain the elevation on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Signage:** Any proposed signage must be designed in accordance with the Municipality’s Signage By-law.
- **Garbage:** All garbage to be stored inside the building.
- **Parking:** Total parking to be based on the Township’s Zoning By-Law.

**SCHEDULE “C”**  
**FINANCIAL PAYMENTS**

The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, the following fees:

1. Legal Fee for the preparation of this Agreement and its Registration;
2. Any outstanding taxes (including arrears, interest and penalties).
3. Planning & Engineering Fees for the review of the Site Plan.
4. Security deposits as required by this agreement.

**SCHEDULE “D”**  
**RELEASE OF SECURITIES**

Securities will be released when the building is fully completed and all the site work has been completed as per the Plans and Drawings.



**SCHEDULE “E”**

**POSTPONEMENT OF MORTGAGE**

\_\_\_\_\_, the registered owner of Charge/Mortgage registered as instrument number \_\_\_\_\_ on \_\_\_\_\_, 200\_, against the Lands described in the Agreement to which this Schedule is attached, hereby postpones the said Charge/Mortgage to the Agreement between The Corporation of the Township of North Huron and 2463691 Ontario Inc. to which this Schedule is attached.