

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

BY-LAW NO. 55-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Site Plan Control Agreement between the Corporation of the Township of North Huron and Maitland River Community Church.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council is desirous of executing a Site Plan Control Agreement between the Corporation of the Township of North Huron and Maitland River Community Church;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign and execute on behalf of Council, a Site Plan Control Agreement between the Corporation of the Township of North Huron and Maitland River Community Church.
2. That a copy of the said Site Plan Control Agreement is attached hereto and designated as Schedule A to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 6TH DAY OF JUNE, 2016.

READ A THIRD TIME AND PASSED THIS 6TH DAY OF JUNE, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

Site Plan Control Agreement

THIS AGREEMENT made this 6th day of June, 2016.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(Hereinafter called the “Township”)

- and -

MAITLAND RIVER COMMUNITY CHURCH
(Hereinafter called the “Church”)

WHEREAS the Church is the owner of the land described in **Schedule “A”** hereto (the “Lands”) and municipally known as 414 Josephine Street, Wingham, Ontario.

AND WHEREAS the Township approved the plans and drawings submitted to the Church’s application on 22 Feb 2016, subject to certain conditions, including the entering into of an agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13;

AND 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 Church covenants and agrees that all proposed buildings on the subject property will be located in accordance with the building and structure locations as shown the plans and drawings as set out in **Schedule “B”**.

2. Conditions

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

3. Fees and Charges

The Church covenants and agrees to pay the Township the fees and charges set out in **Schedule “D”** to this Agreement. The Church 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. Development Agreement

The Church acknowledges that it will be required to execute a development agreement with the Township of North Huron outlining the requirements for municipal and private servicing of this development. This agreement will include clauses outlining the following:

- a. The extent of municipal and private services to be installed
- b. Requirements for the posting of securities to ensure the installation of those servicing
- c. Requirements for grading, drainage and certification of lot grading.
- d. Provisions for insurance.

5. Securities

In lieu of security deposit the Church 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 Church fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may enter onto the subject lands and complete all outstanding works or matters, and recover from the property and its owners all costs and expenses incurred thereby.

6. Compliance with Regulations

All elements of this site and operation will be conducted in strict compliance with all Federal, Provincial, and Municipal requirements and regulations.

7. Walkway

The Church will construct a cement walkway of a width and location suitable to the Township leading to the front entrance of the building. The Church will be responsible for all costs associated with the maintenance of the walkway and with keeping the walkway clear of snow and ice.

8. Fire Hydrant

In order to assist the Church, the Church will be permitted to relocate the Township fire hydrant that is currently located on Josephine Street at the front of the building to a location agreeable to the Township, such relocation to be completed by the Township at the cost of the Church. In order to allow for inclement weather, this relocation will be performed on or before July 1, 2016. The Church will indemnify the Township and hold the Township, its elected officials, employees, servants and agents harmless of and from any liability that the Township may incur as a result of the relocation of this fire hydrant.

9. Side Exits

In relation to the location of side exits for the Church that open directly onto Township property, there will be an Encroachment Agreement entered into between the Township and the Church such agreement to be prepared at the cost of the Church.

10. Fire Routes

Fire routes on and around the Church property are to be constructed by the Church of material that is suitable, in the opinion of the Township, to properly support all fire department and emergency vehicles. Fire routes will be kept clear of snow and maintained in a manner suitable to the Township at the cost of the Church, year round, such maintenance to include the location and maintenance of signs indicating the location of the fire Routes and directing that there be no parked or standing vehicles located in the fire routes.

The church acknowledges that a hydrant owned by the municipality is to be relocated at *the Churches* expense in order to comply with the Ontario Building Code. The Church covenants and agrees to pay the municipality for the relocation of the hydrant. If relocation of the hydrant puts it on church property, the Church agrees the hydrant will remain town property and they will enter into a agreement to allow the town access to the hydrant.

11. Minor Adjustments

Minor adjustments to the requirements and provisions of this agreement may be made subject to the approval of the Township 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 Township is required before such minor adjustment can be made.

12. 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 Church at:

*ATTN: Doug Kuyvenhoven
414 Josephine Street
PO Box 939
Wingham, ON N0G 2W0
phone: 519 531 0365*

(b) the Township at:

*ATTN: Sharon Chambers, CAO
Township of North Huron
274 Josephine Street
Box 90
Wingham, ON N0G 2W0
phone: 519-357-3550
fax: 519-357-1110*

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.

13. Registration of Agreement

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

14. 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 Township may, at its sole option and on thirty (30) days notice to the Church, declare this Agreement null and void and of no further force or effect and the Church shall not be entitled to any refund of fees, levies or other charges by the Church pursuant to this Agreement.

15. Enforcement

The Church acknowledges that the Township, 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.

16. Acknowledgement

The Church acknowledges that this Site Plan Agreement contains items and agreements that are in excess of what is required under Section 41 of the Planning Act. Regardless, the Church agrees to compliance with such requirements.

17. 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.

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: _____
) Neil Vincent, Reeve
)
) Per: _____
) Kathy Adams, Clerk
) We have authority to bind the Municipal
) Corporation
)
)
) MAITLAND RIVER COMMUNITY
) CHURCH
)
) Per: _____
)
) Per: _____
) I/We have authority to bind the Corporation.

Schedule “A”
SUBJECT LANDS

PT PR LT 10 PL 410 WINGHAM AS IN R133286 & PTS 5 & 6, 22R3903 & PT 1, 22R4107; S/T R133286; PT PK LT 9 PL 410 WINGHAM BEING PT 2, 22R5714; TOWNSHIP OF NORTH HURON

Schedule “B”

APPROVED PLANS AND DRAWINGS

The Church agrees and covenants to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below referenced municipally-approved plans and drawings:

1.1 SITE PLAN

Identified as Plan No.: A1.1

Prepared by: G.B Architect

1.2 ARCHITECTURAL PLAN

Identified as Plan No.: Project # 15-1498

Prepared by: G.B Architect

1.3 LANDSCAPE SITE PLAN

Identified as Plan No.: A1.1

Prepared by: G.B Architect

1.4 SITE WORKS

Identified as Plan No.: To be supplied by Burnside prior to construction

Prepared by: RJ Burnside

SCHEDULE “C”
CONDITIONS OF SITE PLAN APPROVAL

The Church covenants and agrees to:

- **Access facilities:** The Church shall install and/or replace curbing to the Township’s specifications along the relocated entrance, and at all locations shown on the approved drawing. Damage to existing road shall be restored to the Township’s satisfaction.
- **Maintenance of facilities and works:** The Church 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.
- **Dedications, Utilities and Easements:**
 - The Church 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 Township and that all requisite easements have been or will be provided to such entities.
- **Grading and storm water management:**
 - The Church and subsequent owner of the lands shall provide for and maintain the drainage of surface waters on the Lands in accordance with the Plan No. (to be supplied by RJ Burnside prior to construction) as outlined on Schedule “B”, to the satisfaction of the Township.
 - The Church enter into a Site Plan Agreement on the property legally described as PT PR LT 10 PL 410 WINGHAM AS IN R133286 & PTS 5 & 6, 22R3903 & PT 1, 22R4107; S/T R133286; PT PK LT 9 PL 410 WINGHAM BEING PT 2, 22R5714; TOWNSHIP OF NORTH HURON, Township of North Huron, County of Huron and construct a storm water management facility on said lands to the satisfaction of the Township of North Huron and the Ministry of Transportation.
 - The Church shall provide the Township with an Operating and Maintenance manual for the Storm Water Management facility and shall provide documentation of that maintenance to be filed with the Township on or before Feb. 15th of each subsequent year.
- **Surfacing:** Entrance/exit driveways, internal driveways, internal sidewalks or walkways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (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 kept/stored on the subject property and not on any abutting road allowance. Snow is not permitted to be stored underneath the overhead hydro wires which are located along the northern boundary of the subject lands.
- **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.
- **Landscaping:** The Church shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Township.
- **Hydro Easement:**

SCHEDULE “D”
FINANCIAL PAYMENTS

The Church covenants and agrees to pay to the Township, 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. Engineering Fees for the review of the Site Plan.

SCHEDULE “E”
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 “F”
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 _____ to which this Schedule is attached.