

# Site Plan Control Agreement

THIS AGREEMENT made this 12<sup>th</sup> day of August, 2019.

BETWEEN:

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

(Hereinafter called the "Township")

- and -

**KRS HOLDINGS WINGHAM 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 of PARK LOTS 1 & 2, REGISTERED PLAN No. 414, municipality known as 82 Kerr Drive, Town of Wingham, Township of North Huron; County of Huron; will be completed in accordance with the plans and drawings as set out in Schedule "A". Copies of the plans and drawings are available at the Township of North Huron Municipal Offices at 274 Josephine Street, Wingham Ontario, N0G2W0.

**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 Township 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 Township prior or upon execution of this Agreement, a letter of credit in the amount of \$40,000.00 for Storm Drainage Infrastructure. The aforesaid letter of credit shall be in a form approved by the Township, 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 Township returns the letter of credit.

The letter of credit or other security will be released by Township in accordance with Schedule "B". 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 Township 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 Township cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Township 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 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.

## **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: KRS HOLDINGS WINGHAM INC  
388 Wettlaufer Terrace  
Milton, ON, L0T7N4  
Phone: (416)-881-1795*

(b) the Township at:

*ATTN: CLERK  
Township of North Huron  
274 Josephine Street  
Wingham, ON, N0G2W0  
Phone: (519) 357-3550*

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 Township as a result of the registration of any other documents pertaining to this Agreement.

The Owner agrees that it will 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. Termination of Agreement**

If the development proposed by this Agreement is not commenced within 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 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.

## **9. Enforcement**

The Owner 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.

## **10. 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.



**SCHEDULE "A"**  
**APPROVED PLANS AND DRAWINGS**

The Owner agrees and covenants to construct the site required under this Agreement in accordance with the below referenced municipally-approved plans and drawings. Copies of the plans and drawings are available at the Township of North Huron Municipal Offices at 274 Josephine Street, Wingham Ontario, N0G2W0.

**1.1 SITE PLAN**

Identified as: Commercial Development, Project File Number: M17-317; Drawing C1.1; 82 Kerr Drive; Prepared: January 8, 2019; Last Revised: July 25, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

**1.2 SITE SERVICEING PLAN**

Identified as: Commercial Development, Project File Number: M17-317; Drawing C1.2; 82 Kerr Drive; Prepared: January 8, 2019; Last Revised: July 31, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

**1.3 LOT GRADING PLAN**

Identified as: Commercial Development, Project File Number: M17-317; Drawing C1.3; 82 Kerr Drive; Prepared: January 8, 2019; Last Revised: July 31, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

**1.4 SITE DETAILS**

Identified as: Commercial Development, Project File Number: M17-317; Drawing C1.4; 82 Kerr Drive; Prepared: January 8, 2019; Last Revised: July 31, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

**1.5 PLAN AND PROFILE COUNTRY ROAD 86 AND REFUSE ENCLOSURE DETAILS**

Identified as: Commercial Development, Project File Number: M17-317; Drawing C1.5; 82 Kerr Drive; Prepared: January 8, 2019; Last Revised: July 25, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

**S1.1 FOUNDATION PLAN**

Identified as: Commercial Development, Project File Number: M17-317; Drawing S1.1; 82 Kerr Drive; Prepared: January 17, 2019; Last Revised: June 12, 2019; Prepared by: D. C. McCloskey Engineering Ltd.

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

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 regarding the installation of storm sewers, 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.
- **As-Built Drawings:**  
The Owner shall provide the Township of North Huron with as-built drawings for the installed storm drainage infrastructure within the County right-of-way. The drainage infrastructure installed in the right-of-way will be transferred in ownership and future maintenance to the County of Huron and the Township of North Huron.

- **Inspections:**  
The Owner shall obtain and pay the costs for an inspection report prepared and completed by a certified inspector assigned by the Township of North Huron for the bedding, pipe installation and fittings prior to back-filling. Backfilling can proceed upon acceptance and review of the inspection report by the County including an onsite inspection by a County representative.

The Owner shall obtain, pay the costs and provide the Township of North Huron with a Closed-Circuit Camera Inspection report and video post installation of the storm drainage infrastructure. Subject to receiving an inspection report with acceptable results free of defects, debris and sediment as well as receipt of an acceptable as-built drawing, the Township of North Huron will release \$30k of the security deposit collected for the storm drainage infrastructure. The Owner agrees the balance of the required works will be completed within 60 days.

- **MECP Environmental Compliance Approval:**  
The Owner shall obtain from the Ministry of Environment, Conservation and Parks (MECP), Environmental Compliance Approval (ECA) for the installation of drainage infrastructure based on the approved drawings contained in Schedule “A”. The Township of North Huron recognizes that drawing revisions may be requested MECP through the permit approval process.

The Owner also agrees that should installation of storm drainage infrastructure commence prior to the ECA being obtained, the owner is responsible for any and all charges to the installation to conform with the ECA.

- **Warranty:**  
The Owner shall warranty the installed drainage infrastructure for a 3-period year from the date of completion. The Township of North Huron shall release the balance of the storm drainage infrastructure securities subject to receiving a Closed-Circuit Camera Inspection report within 90 days of the end of the 3-year warranty period which demonstrates the storm drainage infrastructure is free of defects.
- **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 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.
- **Entrance Permit:** The owner shall obtain an entrance permit from the County of Huron for the Ingress and Egress entrance on Amberly road.
- **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 within the refuse area.
- **Parking:** Total parking to be based on the Township's Zoning By-Law.
- **Engineered Fill:** The owner shall provide to the Chief Building Official a detailed venting system verified by a geo technical engineer for suitable compaction or bearing to address sub grade gases prior to installing engineered fill.
- **Retaining Wall:** The owner shall provide to the Chief Building Official engineered stamped drawings of the retaining wall prior to issuance of a building permit.
- **Backflow Flap Gate:** The backflow flap gate shall be installed on the private side of the property and the maintenance of the flap gate is the responsibility of the property owner.
- **Backfill:** The backfill in the area below the retaining wall will have to competent, compact fill and should be subject to review by the developer's geotechnical engineer.

**SCHEDULE "C"**  
**FINANCIAL PAYMENTS**

The Owner 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. 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 in accordance with Schedule B and all the site work has been completed as per the Plan.