



# Municipality of West Elgin

## Addendum Agenda

### Council Meeting

Date: March 14, 2024, 4:00 p.m.  
Location: Council Chambers  
160 Main Street  
West Lorne

Council Meetings are held in-person at 160 Main Street, West Lorne, and the post-meeting recording available at [www.westelgin.net](http://www.westelgin.net), when available (pending no technical difficulties).

Pages

#### 15. By-Laws

##### 15.5 *Site Plan Agreement - 2740305 Ontario Ltd.*

2

Recommendation:

That By-law 2024-23, Being a By-law to Authorize the Execution of a Site Plan Agreement with 2740305 Ontario Ltd (VL/SS Jane Street), be read a first, second and third and final time.



# MUNICIPALITY OF **West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2024-23**

#### **Being a By-law to Authorize the Execution of a Site Plan Agreement with 2740305 Ontario Ltd (VL/SS Jane Street)**

**Whereas** Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** Section 20 of the *Municipal Act, 2001*, S.O. 2001 as amended authorizes a municipality to enter into agreements; and

**Whereas** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with 2740305 Ontario Ltd (VL/SS Jane Street)

**Now Therefore** the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the Encroachment Agreement with 2740305 Ontario Ltd (VL/SS Jane Street) Attached hereto as "Schedule A".
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on March 14, 2024.

Read a first, second, and third time and passed this 14<sup>th</sup> day of March 2024.

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Taraesa Tellier, Deputy Mayor

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Terri Towstiuc, Clerk



# MUNICIPALITY OF **West Elgin**

## **Site Plan Agreement – 2740305 Ontario Ltd. (VL/SS Jane St.)**

**This Agreement** made in triplicate this 23<sup>rd</sup> day of February, 2024

**-BETWEEN-**

**2740305 Ontario Ltd.**

hereinafter called the “**Owner**”

**-AND-**

**The Corporation of the Municipality Of West Elgin**

hereinafter called the “**Municipality**”

**Whereas** the Owner represents that they are the registered owner of those lands and premises in the former Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin and outlined in heavy solid lines on Schedule “A” attached hereto and forming part of this Agreement (hereinafter called the “parcel”);

**And Whereas** the Owner proposes to construct a residential development (3, 4 unit townhouse dwellings, 12 units total) in accordance with the Site Plan prepared by Due North Design & Drafting and RC Spencer Associates Inc. (as attached) including the Site Plan and elevations S1 and A5, inclusive (hereinafter called the “plans”) attached hereto as Schedule “B” and Schedule “C”;

**And Whereas** the Municipality is agreeable to the use and development of the parcel as shown on the site plan on the condition that the Owner enters into an agreement with the Municipality on certain specified terms;

**And Whereas** the parcel is zoned for the purposes proposed by the Owner;

**And Whereas** the parcel lies within an area of site plan control;

**And Whereas** within an area of site plan control, the Municipality, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, has the authority to approve plans and drawings respecting development, to require certain dedications or improvements to the satisfaction of, and at no expense to, the Municipality, and further to enter into this

Agreement with the Owner;

**Now Therefore This Agreement Witnesseth** that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants and agrees with the Municipality to do and perform at their own expense the following:

The following Schedules, acting as a legal description of the Land affected by this Agreement, the plans required by the Municipality pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, and specifics of the services being provided are hereby declared to form part of this Agreement, comprise the Development, and are attached to this Agreement:

Schedule	Description
Schedule A	Location Map
Schedule B	Approved Site Plan & Elevations (as attached)
Schedule C	Engineering Plans

The attached Schedules are hereby approved by the Municipality subject to the following conditions:

- The following works or matters will be provided by the Owner to the Municipality’s satisfaction and at no expense to the Municipality.
- The Owner agrees that the Development will be completed in accordance with the attached Schedules. Any item not clearly included within the Schedules or included within this Agreement is deemed prohibited and shall only be permitted by means of an amendment to this Agreement.

1. **Entrance**: The Owner agrees to construct new entrances to the requirements and standards of the road authority and to hard surface the entrances between the front lot line and the traveled portion of Jane Street as shown on the site plan to the satisfaction and approval of the road authority. Entrance widths shall not exceed 9m. The Owner agrees to provide any associated culverts (if required) within the Municipal Road allowance as shown in Schedule ‘B’.

The Owner agrees to obtain all required permits from the related regulatory and approval authorities prior to installation and shall install the related works in accordance with all specifications provided by the regulatory and approval authorities.

2. **Driveways and Parking Areas**: The Owner agrees that all driveways shall be constructed and hard surfaced to the satisfaction of the Municipality.

3. **Exterior Lighting:** The Owner agrees that all exterior lighting of the parcel, including lighting affixed to any building, shall be full cut-off, dark sky compliant, oriented and its intensity controlled so as to prevent glare onto adjacent properties and roads to the satisfaction of the Municipality. All exterior lighting shall be directed away from adjacent properties. Acceptable lighting will be provided to ensure the safety and security of the Public and the Development.
4. **Signage (if applicable):** The Owner agrees that the location, design and installation of free-standing signage shall be to the satisfaction of the Municipality. Signs shall be permitted subject to all Municipal and/or County regulations, permits and conventions.
5. **Fire Services and Routes (if applicable):** The Owner agrees that all fire routes shall have a minimum width of 6 meters and shall be constructed such that they can accommodate and support firefighting equipment weighing fifteen (15) tonnes during all weather conditions.
6. **Fire Hydrants (if applicable):** The Owner agrees that the maintenance of all fire hydrants and connections on private property and shown in the applicable attached Schedule(s) shall be the responsibility of the Owner and maintenance shall be performed to the Municipality's satisfaction. The location and installation of all required fire hydrants shall be approved by the Municipality.

All required fire hydrants will be supplied and installed at the Owner's expense to the satisfaction of the Municipality. The aforementioned fire hydrants shall be maintained by the Owner at the Owner's sole expense.

7. **Site Services and Drainage:** The Owner agrees to the following specific to servicing and drainage:
  - Surface drainage shall be accommodated on site. The rate of post-development surface run-off directed towards adjacent properties and road allowances shall not exceed pre-development run-off rates.
  - The site shall adequately drain to the Municipality's satisfaction and in accordance with the applicable attached Schedule(s) such that the flow of water resulting from any grading and drainage facilities does not create erosion issues nor does it aggravate existing issues on the site or adjacent lands. The flow of water shall not create a drainage issue on the site or adjacent lands.
  - The site grading shall comply with all elevations noted on the grading plan(s) as included within the applicable attached Schedule(s).
  - Sediment and erosion control measures will be implemented, monitored and maintained throughout construction to the Municipality's satisfaction.
  - The Owner shall indemnify and hold the Municipality harmless from any liability regarding excess run-off during or as a result of the Development and works and matters described within this Agreement.

- Any and all required extensions or expansions to storm, sanitary or water systems on the site shall be installed at the sole expense of the Owner to the Municipality's satisfaction.
- Sanitary sewers shall be constructed with necessary appurtenances and services connected to said sanitary sewers. Sanitary sewers shall be constructed to connect to existing sanitary sewer systems. All works shall be completed in accordance with the approved Schedule and to the Municipality's satisfaction. Inspection manholes will be installed where required by the Municipality and the Owner shall maintain the system in accordance with the Municipality's direction, at the Owner's sole expense.
- The Owner shall provide the Municipality, as required, a stormwater management plan which shall be approved by the Municipality and third-party peer reviewer. The owner shall, in accordance with the stormwater management plan, and to the Municipality's satisfaction and approval:
  - Stormwater shall be disposed of in accordance with the terms and conditions of an Environmental Compliance Approval as issued by the Ministry of the Environment, Conservation and Parks, if applicable or in accordance with Conservation Authority requirements, if applicable.
  - The Owner is responsible for the provision, construction, maintenance and liability associated with the stormwater management facility located on the site.
  - Supply and install storm sewers and appurtenances, catchbasins and leads in accordance with the approved drawings and stormwater management plan with sufficient capacity to drain the site and adjacent lands and to provide connections for future storm infrastructure as required by the Municipality.
  - Provide easements across the site or adjacent lands for drainage infrastructure that may be required to provide an approved stormwater outlet and protect any natural watercourses, as applicable.

8. **Protect and Restore Streets:** The Owner agrees that the protection of existing streets affected by the construction of this project are the Owner's responsibility and the Owner shall restore such streets to their pre-construction condition to the Municipality's satisfaction.

9. **Site and Road Maintenance:** The Owner agrees to keep the site clean and secure during construction, while ensuring dust is kept to a minimum and all roads adjacent to and within the vicinity of the Development are kept clean of mud and debris.

10. **Landscaping:** The Owner agrees that the Development shall be graded in accordance with the grading plan and site plan included within the approved Schedules. All trees and miscellaneous landscaping features will be maintained by the Owner such that interference with vehicular traffic, including through areas designated as fire routes is eliminated at all times.
11. **Building Code:** The Owner agrees that compliance with the most current version of the Ontario Building Code and regulations thereunder is mandatory.
12. **Site Plan and As-Built Drawings:** The Owner agrees to provide the Municipality with as-built drawings of all service installations and connections, meter pits, infrastructure installed within the road allowance to be assumed by the Municipality, as well as as-built site plans, in both electronic (PDF and CAD) and paper formats within sixty (60) days of construction completion.
13. **Solid Waste Disposal (if applicable):** The Owner agree that any outdoor waste materials or recyclable storage containers shall be restricted to rear of the building or as shown on the approved site plan within an enclosed lockable refuse bin or enclosure intended specifically for such purpose as shown on Schedule "B".
14. **Incidental Matters:** All incidental matters, which may or may not be shown on the site plan including the re-location of utilities, pipes, poles, valves and equipment; the re-setting of drains and manholes; and all things required by this Agreement or by the Municipality shall be carried out by the Owner at their sole risk and expense, provided all work is to be done to the satisfaction of the Municipality and/or the permission and satisfaction of the respective utility company or agency as the case may be.
15. **Completion of Works:** Except as may be indicated otherwise by paragraph 19, the facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be completed within a period of two (2) years of the date of the issuance of a building permit and all such work shall be undertaken and completed to the satisfaction of the Municipality.
16. **Maintenance of Works:** The facilities and matters required by paragraph 1 to paragraph 17 inclusive shall be provided and maintained by the Owners from time to time at their sole risk and expense and to the satisfaction of the Municipality and in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of the Municipal Act shall apply for the purposes of securing rectification of the default. The Owners further covenant and agree that the parcel shall, at all times, be kept tidy and free of weeds, refuse and debris.

17. **Legibility of the Plans:** Where the legibility of the schedules attached hereto or any information or rendering contained thereon is in question or in dispute, the corresponding full-sized plans filed in the office of the Municipality shall be deemed to be the plans for which, in conjunction with this Agreement, use and development of the parcel shall be in accordance with.
18. **Work According to Plans:** The Owner agrees not to change or revise the site plan or deviate from construction in accordance therewith without the prior written approval of the Municipality.
19. **Right of Entry:** The Municipality or any of its officers, employees or agents may, from time to time and upon producing proper identification, enter upon the parcel and any building(s) erected thereon for the purpose of inspecting the facilities, services, works and matters to be provided, constructed or installed, and maintained by the Owner under this Agreement. The Municipality, its officers, employees and agents shall not be liable to the Owner or any occupant of the parcel and premises for any losses or damages of any kind whatsoever arising, in any way, from entry for such purposes.
20. **Remedy:** The Owner agree that if they do not complete the construction within two (2) years of the date of the issuance of a building permit, this Agreement may be reviewed by the Municipality and amended as necessary in light of the policies, procedures, regulations and guidelines existing at that time including the right of the Municipality to enter upon and to restore the parcel to its original condition and recover the costs thereof by action or in like manner as taxes.
21. **Indemnity:** The Owner shall, at all times, indemnify and save harmless the Municipality of and from all losses, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of construction, servicing, plantings and any other improvements required or permitted by this Agreement and such indemnity shall constitute a first lien and charge upon the parcel.
22. **Application of Municipal By-laws:** Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all by-laws of the Municipality.
23. **Registration:** The Owner shall register, or cause to be registered, this Agreement against the title to the parcel in the Land Titles Division of Elgin (No. 11) immediately after execution to the extent and purpose that this Agreement and all of the Owners covenants herein shall run with the land, and the Owners shall forthwith advise the Municipality of the particulars of registration thereof.



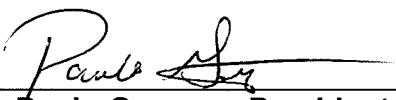
24. **Agreement Binding**: The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the parcel and shall be binding upon them and upon their successors and assigns as Owners and occupiers of the said parcel from time to time.
25. **Severability**: If any of the terms of this Agreement shall be found to be “ultra vires” the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement shall, with the necessary changes, be and remain in full force and effect.
26. **Owner’s Title**: The Owner represent and warrant to the Municipality that at the date of this Agreement and at the date of the registration of this Agreement upon title, the Owners are the owner in fee simple of the parcel free from all liens and encumbrances; and the Owners shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario to this effect after and as of the registration of this Agreement upon the title to the parcel.

The said opinion shall be addressed to the Municipality in consideration of a fee of One Dollar (\$1.00) payable to the solicitor rendering same. If there are any outstanding encumbrances, liens or mortgages, the Owners shall obtain and register a discharge of same or, in the alternative; the Owners shall obtain and register agreements postponing the interest of the lienholder, encumbrancer or mortgagee to the interests of the Municipality. Such postponement agreements to confirm that the lienholder, encumbrancer or mortgagee agrees that in the event the parcel becomes vested in him, the lienholder, encumbrancer or mortgagee shall be required to comply with the terms of this Agreement to the same extent as if he had joined herein as Owner.

27. **Recovery of Municipality’s Costs**: The Owner agrees to the use of the deposit currently with the Municipality, of **Ten Thousand Dollars (\$10,000.00)** to reimburse the Municipality for its costs incurred for engineering, planning, legal and surveying services and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If the total monies deposited are insufficient, the Owner shall reimburse the Municipality for such actual costs, from time to time, as and when requested by the Municipality; and if these monies exceed the actual costs, the Municipality shall refund to the Owner such excess, without interest, upon completion of the works.

28. **Professional Engineer:** The Owner agrees that their Engineer licensed in the Province of Ontario, shall inspect and certify to the Municipality that all internal and external services, grading, and stormwater management infrastructure have been constructed in accordance with the approved engineering drawings as included within the Schedules of this agreement, prior to the reduction of any site plan deposit or security filed with the Municipality. The deposit or certificate(s) shall be in a form acceptable to the Municipality. The Municipality may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.
29. **Notice:** Any notice by the Municipality to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner of the land at the address shown on the last returned assessment roll as updated from time to time as to any change in Ownership received in writing by the Municipality, and every such notice shall be deemed to be given upon the day it was personally served and so mailed.

**In Witness Whereof** the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

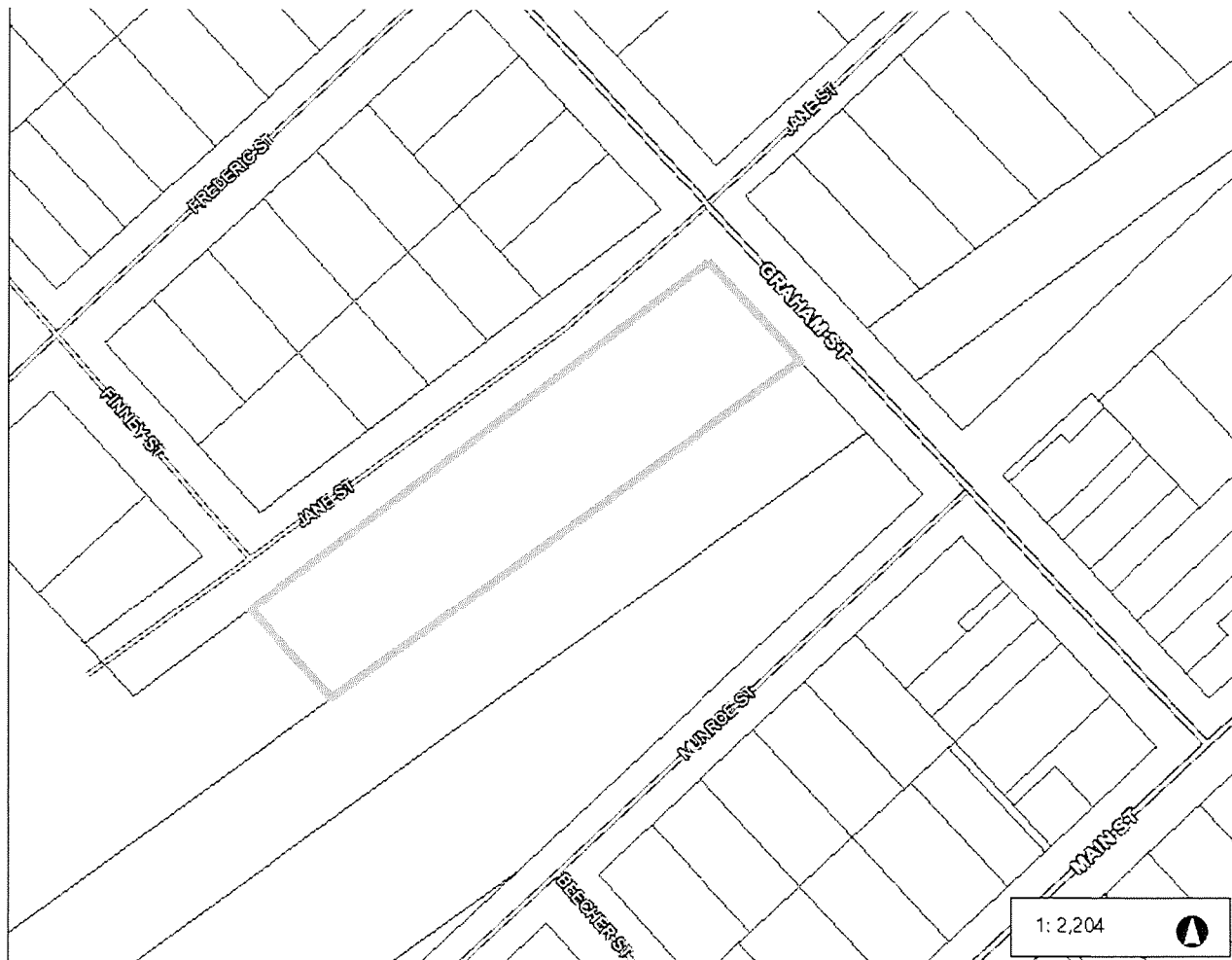
Signed, sealed and	)	2740305 Ontario Ltd.
delivered in the	)	
presence of:	)	
	)	per: Paulo Gaspar – President
	)	I have authority to bind the Corporation
	)	
	)	
	)	
	)	
	)	The Corporation of the
	)	Municipality of West Elgin

As authorized by By-law No.2024-00	_____
passed this 14 <sup>th</sup> day of March, 2024	per: Richard Leatham, Mayor

\_\_\_\_\_

per: Magda Badura, CAO/Treasurer  
I/We have authority to bind the Corporation

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF PARCEL**  
**PART OF LOTS 17 & 18, CONCESSION 8, PARTS 3, 6, 7 & 9, RP 11R 9329**  
**MUNICIPALITY OF WEST ELGIN**



**THIS IS SCHEDULE "A" TO THE AGREEMENT DATED THIS 23rd DAY OF  
 FEBRUARY, 2024**

**BETWEEN 2740305 ONTARIO LTD. AND THE  
 MUNICIPALITY OF WEST ELGIN**

**2740305 ONTARIO LTD.**

**Per:** \_\_\_\_\_  
**Paulo Gaspar - President**

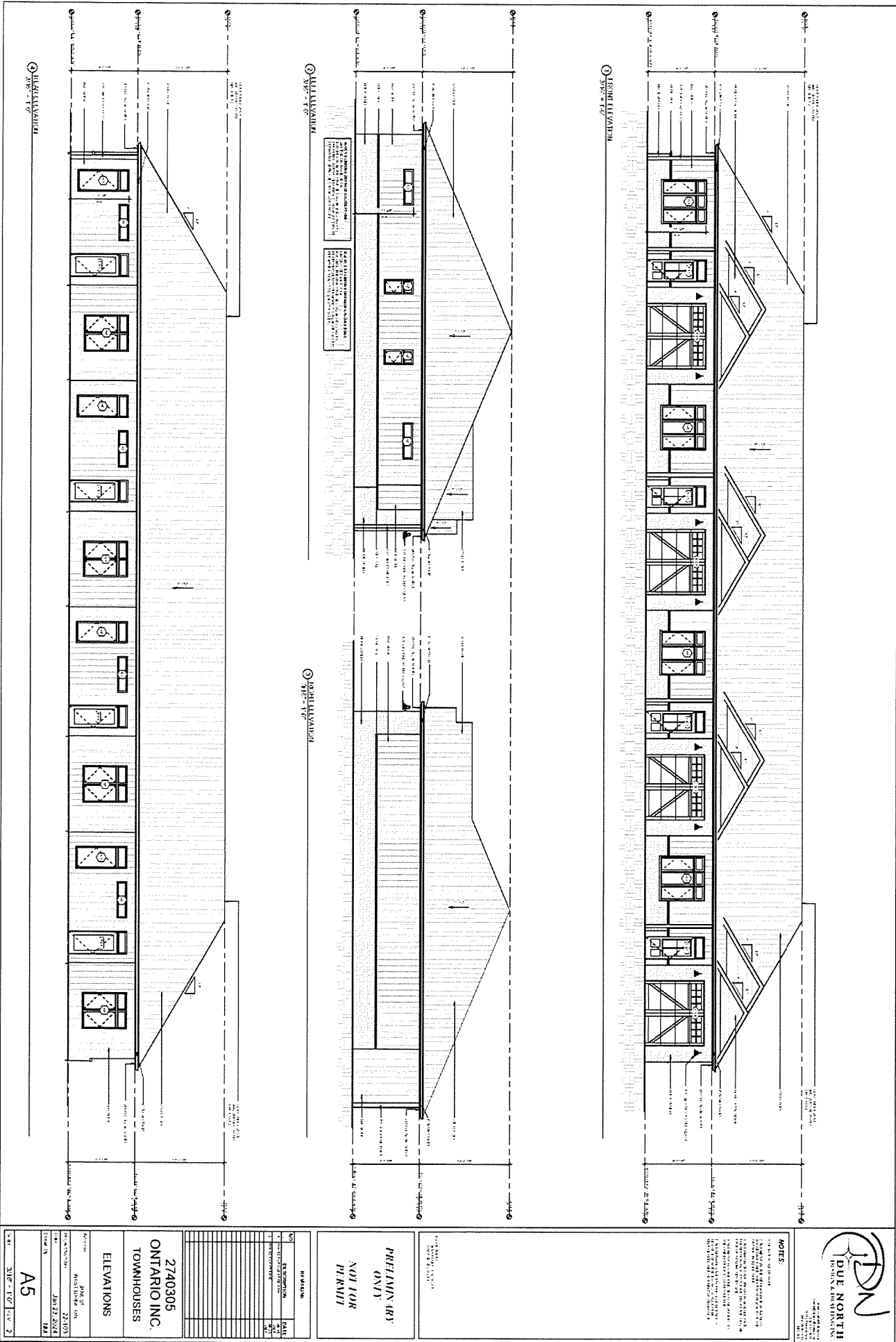
**MUNICIPALITY OF WEST ELGIN**

**Per:** \_\_\_\_\_  
**Mayor - Richard Leatham**

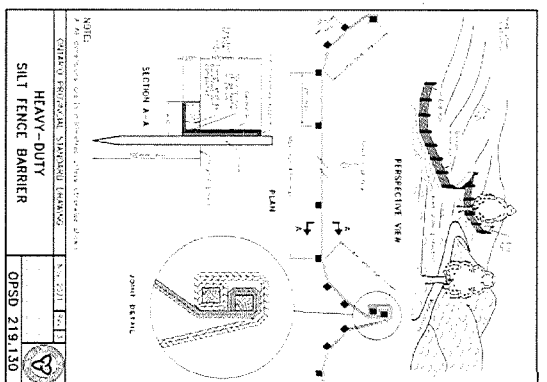
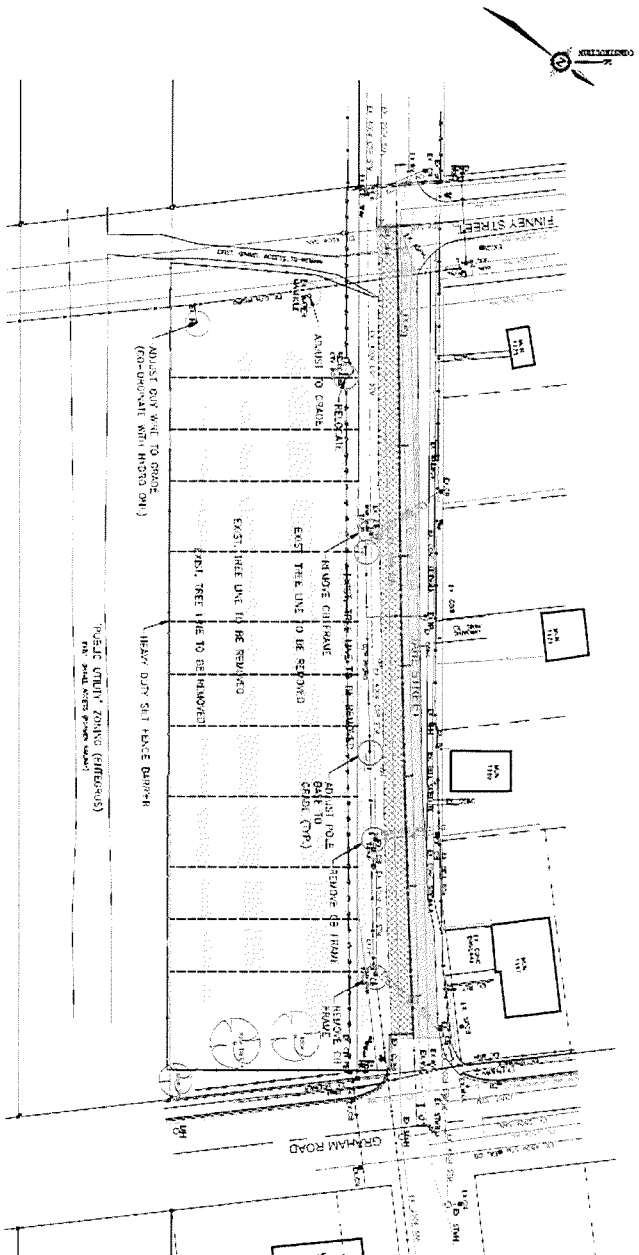
**Per:** \_\_\_\_\_  
**CAO/Treasurer - Magda Badura**



Schedule "B"  
Elevations



## Schedule "C" Engineering Plans



## GENERAL NOTES

- [illegible]

## EROSION AND SEDIMENT CONTROL

1. Provide thorough training and education as necessary to individual students and staff prior to the use of the individualized control system. This education should not only include the students, but also the teachers and the appropriate administrative staff, as well as the parents, with appropriate roles and responsibilities.
2. Installation of the individual control and student control systems should be completed in accordance with the following guidelines:
  - a. The individual control system should be installed in the classroom, and the student control system should be installed in the student's seat.
  - b. The individual control system should be installed in the classroom, and the student control system should be installed in the student's seat.
  - c. The individual control system should be installed in the classroom, and the student control system should be installed in the student's seat.
  - d. The individual control system should be installed in the classroom, and the student control system should be installed in the student's seat.
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  - z. The individual control system should be installed in the classroom, and the student control system should be installed in the student's seat.

LEGEND:

- DEOTES AREA OF EXISTING PAVEMENT ULLAGE (40%)  
AND RESTORATION

**LC INTERNE ASSOCIATES INC.**  
 A LIMITED LIABILITY COMPANY  
 10000 W. 10th Avenue, Suite 100  
 Denver, CO 80202  
 (303) 755-1100  
 FAX (303) 755-1101  
 E-MAIL: [info@lcinterne.com](mailto:info@lcinterne.com)

[illegible]

REDACTED	JANE STREET TOWNHOME DEVELOPMENT	7/2-5/17
REDACTED		
DATE: 8/1/16	GENERAL NOTES, REMOVALS AND SEDIMENT CONTROL PLAN	
DRAWN BY:		SHEET NO.
CHECK BY:		2
SCALE: 1"=10'		#
		1









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