

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

BY-LAW NUMBER 2018-22

BEING a by-law to designate the whole area of the Corporation of the City of Clarence-Rockland as a site plan control area, to exempt certain classes of development from approval of plans and drawings, to delegate Council's power under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*, and to repeal By-law 2013-05, as amended.

WHEREAS Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*, provides in part that, where in an official plan an area is shown or described as a proposed site plan control area, the council of the local municipality in which the proposed area is situated may, by by-law, designate the whole or any part of such area as a site plan control area and may delegate to either a committee of the council or to an appointed officer of the municipality any of the council's power or authority under that section;

AND WHEREAS Council deems it necessary to appoint the Manager of Development and the Director of Infrastructure and Planning as the appointed officer to sign letters of undertaking only under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*;

AND WHEREAS Council deems it necessary to appoint the Director of Infrastructure and Planning and the Manager of Development as the appointed officer to sign site plan agreements under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*;

AND WHEREAS Clause 5(2)(b) of the *Building Code Act* authorizes the council of a municipality to pass by-laws requiring applications for building construction permits to be accompanied by such plans, specifications, documents and other information as prescribed;

AND WHEREAS the Official Plan of the United Counties of Prescott and Russell designates the entire geographical area of the United Counties of Prescott and Russell as a Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c. P.13*;

AND WHEREAS the Official Plan for the Urban Area of the City of Clarence-Rockland designates the whole of the Urban Area as a proposed Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c.P.13*;

AND WHEREAS the Bourget Official Plan designates the entire area of the Village of Bourget as a proposed Site Plan Control Area pursuant to the provisions of Section 41(2) of the *Planning Act, R.S.O. 1990, c.P.13*;

AND WHEREAS the Council of the Corporation of the City of Clarence-Rockland considers it appropriate to designate the whole of the City of Clarence-Rockland as a site plan control area, to exempt certain classes of development from approval of plans and drawings, to delegate its powers or authority under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13* to certain appointed officials of the Corporation that deal with or ensure the provision and maintenance of any of the facilities, works or matters to be provided in conjunction with all buildings and structures to be erected and any of the

facilities, works or matters mentioned in Subsection 41(7) of that Act and to repeal By-law 2013-05, as amended.

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

SITE PLAN CONTROL AREA BY-LAW

TITLE

1. This by-law shall be cited as the "Site Plan Control Area By-law of the Corporation of the City of Clarence-Rockland".

DEFINITIONS

2. In this by-law, unless a contrary intention appears,
 - (a) "Act" means the *Planning Act, R.S.O. 1990. c. P.13*;
 - (b) "Corporation" means The Corporation of the City of Clarence-Rockland;
 - (c) "Council" means the municipal council of the Corporation;
 - (d) "delegated official" means any of the appointed officers of the Corporation identified in Schedule 1 to this By-law either by name or position occupied;
 - (e) "development" means
 - (i) the construction, erection or placing of one or more buildings or structures on land; or
 - (ii) the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof; or
 - (iii) the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in subsection 164(4) of the *Municipal Act, 2001* or of sites for the location of three or more mobile homes as defined in subsection 46(1) of the *Planning Act, R.S.O. 1990. c. P.13*; or
 - (iv) sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46(1) of the *Planning Act, R.S.O. 1990. c. P.13*.

and includes redevelopment however excludes the placement of a portable classroom on a school site of a distinct school board if the school site was in existence on January 1, 2007.;

- (f) "Development Agreement" means an agreement entered into between the Corporation and the Owner outlining the terms and conditions of the development and the approved plans and drawings as provided under Section 41(7)(c) of the *Planning Act*, R.S.O. 1990. c. P.13;
 - (g) "Owner" means the person appearing as the registered Owner according to the records of the proper land registry office;
3. Where a word or term used in this by-law is not defined, the word or term has the same meaning as defined under Part 3 of the City of Clarence-Rockland By-law No. 2016-10, as amended from time to time.

SITE PLAN CONTROL AREA

- 4. The whole of the area located within the geographic limits of The Corporation of the City of Clarence-Rockland is hereby designated as a site plan control area pursuant to subsection 41 (2) of the *Planning Act*.
- 5. The approval of plans or drawings in accordance with subsection 41(4) or 41(5) of the *Planning Act* is required before development is undertaken within the area described in Clause 4, unless otherwise exempt from approval as set out in this by-law.

EXEMPT CLASSES OF DEVELOPMENT

- 6. Where **there is no site plan agreement registered on title to the lot**, the following classes of development may be undertaken without the approval of plans and drawings otherwise required under subsection 41(4) or (5) of the *Planning Act*, and this by-law does not apply to such classes:

Residential

- (a) A building or structure which is constructed, erected or placed on a free hold lot for the purpose of a detached dwelling, duplex dwelling, linked dwelling, seasonal dwelling, or a semi-detached dwelling.
- (b) Townhouse dwellings on a lot or block within a plan of subdivision where the lots or blocks were identified for said use and sufficient detail was provided at time of planning approvals to evaluate the grading and servicing.
- (c) An addition or alteration to a building or structure mentioned in Clause 6(a) or 6(b).
- (d) An accessory building or structure to a building or structure mentioned in Clause 6(a) or 6(b).

- (e) A second unit or garden suite associated with a permitted residential use. Does not include an accessory dwelling associated with a non-residential use.
- (f) A bed and breakfast or residential conversion to a bed and breakfast with no more than two (2) lodging units, or a building or structure accessory thereto.
- (g) A group home, dormitory or lodging house that requires four (4) or less parking spaces, or a building or structure accessory thereto provided that the total floor area does not exceed one hundred and fifty (150) square metres.
- (h) A home-based business, home industry or private home day care that meets the requirements of Zoning By-law No. 2016-10, as amended.
- (i) Notwithstanding, site plan control is required for a condominium development (i.e. private roads, amenity areas, etc.).

Retail Uses, Service Commercial Uses, Office Uses, Hospitality Uses or Mixed-Uses

- (j) An addition or alteration to an existing retail, service commercial, office, hospitality or mixed-use (including combined with a permitted residential use) provided that the floor area:
 - (i) does not exceed fifty-five (55) square metres; or
 - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres;
 - (iii) does not accommodate the establishment on the lot of a new drive-through facility; or
 - (iv) does not include the addition of more than four (4) parking spaces.
- (k) The establishment of a temporary outdoor commercial patio that does not exceed thirty (30) square meters.

Employment, Institutional, Community, or Motor Vehicle Uses

- (l) An addition or alteration to an existing employment, institutional, community or motor vehicle use provided that the floor area, measured from the exterior walls of the addition:
 - (i) does not exceed fifty-five (55) square metres; or
 - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres;
 - (iii) does not accommodate the establishment on the lot of a new drive-through facility; or
 - (iv) does not include the addition of more than four (4) parking spaces.

(m) Notwithstanding, site plan control is required for the following:

- (i) Heavy industrial use (through rezoning)
- (ii) Marine facility
- (iii) Medium Industrial Use (through rezoning)
- (iv) Motor vehicle dealership
- (v) Motor vehicle service station
- (vi) Motor vehicle storage compound
- (vii) Snow disposal facility
- (viii) Waste (solid) disposal facility
- (ix) Waste processing and transfer facility (non-putrescible)
- (x) Waste processing and transfer facility

Open Space Uses

- (n) Agricultural and farm related buildings, building additions, building alterations or structures that are utilized in farming operations but not including agricultural related, on-farm diversified, agricultural commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.
- (o) A mineral aggregate operation approved under the *Aggregate Resources Act*, but not including any associated medium or heavy industrial use such as a permanent asphalt or concrete plant.
- (p) A building or structure used for forestry uses if the floor area of the building does not exceed two thousand (2,000) square metres.
- (q) Notwithstanding, site plan control is required for the following uses:
 - (i) Boarding kennel
 - (ii) Campground
 - (iii) Ecotourism facility
 - (iv) Golf course
 - (v) Salvage yard
 - (vi) Storage yard

Temporary Building(s)

- (r) A temporary building or structure that is designed, constructed and placed on the land in a manner which permits its removal after a period of time not to exceed one hundred and twenty (120) consecutive days.
- (s) The placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007.

Parking

- (t) A commercial parking area containing less than five (5) parking spaces including all parking spaces and aisles, provided further that the said commercial parking area is to be constructed separate and apart from any other development as defined in this by-law which requires approval.

Other

- (u) A building or structure forming part of a transit network.
 - (v) A communication tower not exceeding 15 metres above ground level and/or located on a property owned by the City of Clarence-Rockland.
 - (w) Public Authority works such as a pumping station or utility installation.
 - (x) A community building in a public park, a seasonal dome over an existing outdoor field or court, an outdoor farmer's market, a seasonal garden centre in a parking lot or other temporary special event where written permission is obtained from the appointed officer(s).
 - (y) Any addition or modification required pursuant to the *Fire Protection and Prevention Act* or *Accessibility for Ontarians with Disabilities Act (AODA)* including but not limited to disabled parking spaces, ramps and related signs.
 - (z) Any works to implement sustainable initiatives such as solar panels, wind turbine, electric vehicle charging stations, etc.
 - (aa) Permitted additions or alterations (including change of use) are only permitted once every twenty four (24) months, unless written permission is obtained from the appointed officer(s).
 - (bb) An accessory building or structure to a permitted use where the delegated official deems it to be minor.
 - (cc) Notwithstanding Section 6, site plan control is required where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan of the United Counties of Prescott and Russell, the Official Plan of the Urban Area of the City of Clarence-Rockland (i.e. potential retrogressive landslide areas, heritage properties, protection of significant natural heritage features, etc.) or the Bourget Official Plan.
7. Where **there is a site plan agreement registered on title to the lot**, the following classes of development may be undertaken without the approval of plans and drawings otherwise required under subsection 41(4) or (5) of the *Planning Act*:

Residential

- (a) A second unit or garden suite associated with a permitted residential use. Does not include an accessory dwelling associated with a non-residential use.
- (b) The addition of no more than four (4) parking spaces.
- (c) The addition to a dwelling unit where the size of the addition does not exceed the greater of:
 - (i) Fifty-five (55) square metres; or,
 - (ii) 30% of the existing floor area, to a maximum of fifty-five (55) square metres.
- (d) An accessory building or structure to a permitted residential use.

Retail Uses, Service Commercial Uses, Office Uses, Hospitality Uses or Mixed-Use

- (e) The establishment of a temporary commercial patio that does not exceed thirty (30) square meters.
- (f) An addition or alteration (including change of use) to a retail, service commercial, office, hospitality, or mixed-use where:
 - (i) The size of the addition does not exceed the greater of:
 - a. Fifty-five (55) square metres; or,
 - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
 - (ii) The addition or alteration (including change of use) does not accommodate the establishment on the lot of a new drive-through facility.
- (g) The addition of no more than four (4) parking spaces.

Employment, Institutional, Community, or Motor Vehicle Uses

- (h) An addition or alteration to an employment, institutional, community or motor vehicle use where:
 - (i) The size of the addition does not exceed the greater of:
 - a. Fifty-five (55) square metres; or,
 - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
 - (ii) The addition or alteration does not accommodate the establishment of a new:
 - a. Heavy industrial use (through rezoning)

- b. Marine facility
- c. Medium industrial Use (through rezoning)
- d. Motor vehicle dealership
- e. Motor vehicle service station
- f. Motor vehicle storage compound
- g. Snow disposal facility
- h. Waste (solid) disposal facility
- i. Waste processing and transfer facility (non-putrescible)
- j. Waste processing and transfer facility

- (i) The addition of no more than four (4) parking spaces.

Open Space Uses

- (j) Agricultural and farm related buildings, building additions, building alterations or structures that are utilized in farming operations but not including agricultural related, on-farm diversified, agricultural commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.
- (k) Equestrian establishment.
- (l) Open space uses where:
 - (i) The size of the addition does not exceed the greater of:
 - a. Fifty-five (55) square metres; or,
 - b. 30 % of the existing floor area, to a maximum of fifty-five (55) square metres.
 - (ii) The addition does not accommodate the establishment on the lot of a new:
 - a. Boarding kennel
 - b. Campground
 - c. Ecotourism facility
 - d. Golf course
 - e. Salvage yard
 - f. Storage yard

Parking

- (m) A change to a commercial parking area so long as no more than five (5) parking spaces are added.

Temporary Uses

- (n) A temporary building or structure that is designed, constructed and placed on the land in a manner which permits its removal after a period of time not to exceed one hundred and twenty (120) consecutive days.
- (o) The placement of a portable classroom on a school site of a district

school board if the school site was in existence on January 1, 2007.

Other

- (p) The addition or alteration of a building or structure forming part of a transit network.
- (q) A communication tower not exceeding 15 metres above ground level and/or located on a property owned by the City of Clarence-Rockland.
- (r) Public Authority works such as a pumping station or utility installation.
- (s) A community building in a park, a public or private park, a seasonal dome over an existing outdoor field or court, an outdoor farmer's market, a seasonal garden centre in a parking lot or other temporary special event where written permission is obtained from the appointed officer(s).
- (t) Any addition or modification required pursuant to the *Fire Protection and Prevention Act* or *Accessibility for Ontarians with Disabilities Act (AODA)* including but not limited to disable parking spaces and related signs.
- (u) Any modification to implement sustainable initiatives such as solar panels, wind turbine, electric vehicle charging stations, etc.
- (v) Permitted additions or alterations (including change of use) are only permitted once every twenty four (24) months, unless written permission is obtained from the appointed officer(s).
- (w) Notwithstanding Section 7, site plan control is required where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan of the United Counties of Prescott and Russell, the Official Plan of the Urban Area of the City of Clarence-Rockland (i.e. potential retrogressive landslide areas, heritage properties, protection of significant natural heritage features), or the Bourget Official Plan.
- (x) An accessory building or structure to a permitted use where the delegated official deems it to be minor.

REPLACE OR REBUILD

8. Despite Sections 6 and 7, any development subject to site plan control that is damaged or destroyed by fire or natural hazard may be replaced or rebuilt without the need for site plan approval if it is within the same building envelope that existed before the damages occurred, the use does not required the addition of four (4) or more parking spaces and no new dwelling

units or lodging units are created.

MINOR DEVIATIONS

9. Any deviation from any dimension deemed minor by the appointed officer(s) so long as the deviation does not result in a violation of any by-law requirement of the City of Clarence-Rockland.

PROVISION AND MAINTENANCE OF FACILITIES, ROAD WIDENINGS, ETC.

10. As a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Act, the Owner of the land shall hereby:
 - (a) Provide at no expense to the Corporation the facilities, works or matters mentioned in clause 41(7)(a) of the Act approved in accordance with Section 41 of the Act and shown on the approved plans and drawings and in the development agreement; and
 - (b) Maintain at the sole risk and expense of the Owner the facilities or works mentioned in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 and clause 41(7)(a) of the Act and shown on the approved plans and drawings in the development agreement, approved in accordance with Section 41 of the Act, including the removal of snow from access ramps and driveways, parking and loading areas and walkways.

REQUIREMENT FOR SITE PLAN APPROVAL

PRE-CONSULTATION

11. Prior to the submission of any application for site plan control approval, the owner shall formally consult with the City, or their designate, for the purposes of identifying the need for and scope of any information and material necessary for consideration of the site plan control application.

CONSULTATION WITH UPPER-TIER

12. The City shall not approve any application for site plan control approval until the United Counties of Prescott and Russell has been advised of the proposed development and afforded a reasonable opportunity to require the owner of the land to:
 - (a) Provide to the satisfaction of and at no expense to the United Counties of Prescott and Russell any or all of the following:
 - (i) subject to subsection 41 (9) of the *Planning Act*, widenings of highways that are under the jurisdiction of the United Counties of

Prescott and Russell and that abut on the land;

- (ii) subject to the *Public Transportation and Highway Improvement Act*, where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, facilities to provide access to and from the land such as access ramps and curbings and traffic direction signs;
 - (iii) where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and the surfacing of such areas and driveways;
 - (iv) where the land abuts a highway under the jurisdiction of the United Counties of Prescott and Russell, facilities designed to have regard for accessibility for persons with disabilities;
- (b) enter into one or more agreements with the United Counties of Prescott and Russell dealing with and ensuring the provision of any or all of the facilities, works or matters mentioned in clause (a) or (c) and the maintenance thereof at the sole risk and expense of the owner, including the removal of snow from access ramps and driveways and parking and loading areas; and
 - (c) subject to subsection 41 (9.1) of the *Planning Act*, convey part of the land to the United Counties of Prescott and Russell to the satisfaction of and at no expense to the municipality for a public transit right of way.

APPLICATION FOR APPROVAL

13. Every site plan application shall be accompanied by the following plans, specifications, documents and information:
- (a) the plans referred to in Paragraph 1 of Subsection 41(4) of the Act, showing all facilities and works to be provided in conjunction with the building or structure and all facilities, works and matters referred to in Clause 41(7)(a) of the Act;
 - (b) the drawings referred to in Paragraph 2 of Subsection 41(4) of the Act;
 - (c) where required under clause 12(b) of this by-law one or more agreements with the Corporation generally in the form in Schedule 2 of this by-law dealing with the provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act;

- (d) where required under an agreement referred to in clause (c) cash or an irrevocable letter of credit in favour of the Corporation in accordance with Council's security policy to protect the Corporation in respect of its liability for holdback and costs under Subsection 17(4) of the *Construction Lien Act, 1990* and to assure satisfactory provision and maintenance of the facilities and works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act; and
- (e) all reports and studies required on the record of consultation or during review.

DELEGATION TO APPOINTED OFFICERS

- 14. All of the Council's powers or authority under Section 41 of the Act, except the authority to define any class or classes of development as mentioned in Clause 41(13)(a) of the Act, and development within the Urban Core Area, are hereby delegated to and may be exercised by one or more of the appointed officers of the Corporation identified in Schedule 1 to this by-law.
- 15. The Council hereby appoints each appointed officer to be appointed officers to sign and deliver, together with another one of the appointed officers, for and in the name and behalf of the Corporation agreements generally in the form in Schedule 2 to this by-law, and such agreements shall be binding upon the Corporation without any further authorization or formality.

EXERCISE OF POWERS

- 16. The exercise of the powers, authority or appointment delegated or made under Section 14 and 15 of this by-law is subject to the following:
 - (a) An appointed officer shall approve the plans and drawings referred to in Subsection 41(4) of the Act except where,
 - (i) the proposed facilities, works or matters shown on the plans and drawings are not consistent with the Provincial Policy Statement, do not conform with the policies of the Official Plans or other Council approved policy, do not comply with the Zoning by-law or any other applicable by-law.
 - (ii) where submission requirements of the application under Section 13 of this by-law are incomplete.
 - (b) As a condition to the approval of plans and drawing referred to in Subsection 41(4) of the Act, the appointed officer may require that the Owner of the land enter one or more agreements referred to in Paragraph 13(c) of this by-law.

- (c) The powers or authority under Clauses 41(7)(b) and (c) of the Act with respect to any facilities, works or matters mentioned in Paragraphs 1, 2, 3, 7, 8 and 9 of Clause 41(7)(a) of the Act shall be exercised by an appointed officer on the advice of the City Engineer or his delegate.
- (d) The form or wording of the Agreement in Schedule 2 shall be used with such variations or modifications as circumstances may require so long as the substance is not changed or affected and any variance from Schedule 2, not being in manner or substance, does not affect the regularity of any agreement. In addition to this, other clauses may be added as required by the appointed officer.
- (e) Public meetings.
 - (i) At the time of considering a rezoning of a property or properties, the Planning Committee may as part of their recommendation to City Council require that a site plan public meeting be held to receive comments regarding the site plan, building elevations, landscape plan and any requirements of the development agreement by placing a holding provision with the proposed zone without further notice or by adding a direction for staff to hold a public meeting at Planning Committee and based on the one or more public meetings Council should advise the appointed officer of any items to consider in their review as raised by the public and/or as advised by Council;
 - (ii) In some cases, Official Plan policies may require a site plan public meeting. In these cases the appointed officer(s) will request that the Planning Committee convene a public meeting on behalf of the appointed officer(s) to obtain input from the public and receive advice from Council and subsequently report to the appointed officer(s) the results of the public meeting and any comments of Council;
 - (iii) City Council may by resolution revoke delegated authority and require a public meeting. The Planning Committee shall convene the public meeting and the Owner (or agent) shall be given an opportunity to present their development. The Planning Committee shall provide a recommendation to Council concerning the approval of the plans and drawings pertaining to the development and any requirements under Subsection 41(7) of the Act, including the provision of any required agreement;
 - (iv) In any case where development has been the subject of a public meeting and that development does not proceed, a further public meeting will be required when a new or revised site plan application is made for the same lands. In cases where an application is made to make minor amendments in keeping with the general intent of the plans approved by Council, the appointed officer(s) may approve these changes and may add any additional

clauses to the agreement without the need for a further public meeting except as otherwise directed by Council.

EXECUTIVE ACTS AUTHORIZED

17. The Mayor and the City Clerk are hereby authorized to execute on behalf and under the seal of the Corporation any document necessary to give further effect to the provision of this by-law, when the appointed officers' authority has been revoked.

LETTERS OF UNDERTAKING

18. In the case of a residential development, a letter of undertaking may be provided as an alternative to a site plan control agreement where,
 - (a) easements or conveyances are not required to be made to the City after issuance of the building permit;
 - (b) the owner is not required to enter into other related development agreements (i.e. encroachment agreement) with the city after the issuance of the building permit;
 - (c) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions; and,
 - (d) the total amount of securities to be provided to the City does not exceed \$50,000.
19. In the case of non-residential development, a letter of undertaking may be provided as an alternative to a site plan control agreement where,
 - (a) easements or conveyances are not required to be made to the City after issuance of the building permit;
 - (b) the owner is not required to enter into other related development agreements with the city after the issuance of the building permit; and
 - (c) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions.
 - (d) the total amount of securities to be provided to the City does not exceed \$50,000.

ENFORCEMENT

CONFLICT OF LAWS

20. In the event of conflict between the provisions of any guidelines or standards and any applicable zoning by-law or federal or provincial statute or regulation, the provisions of the zoning by-law or federal or provincial statute or regulation shall apply.

DEVELOPMENT WITHOUT APPROVED PLANS

21. Every person who, without having plans or drawings approved in accordance with Section 41 of the Act, undertakes any development in the site plan control area designated by this by-law pursuant to Section 67 of the Act, is guilty of contravening Section 41 of the Act.

FAILURE TO PROVIDE OR MAINTAIN FACILITIES, ETC.

22. Every person who undertakes any development in the site plan control area designated by this by-law without providing or maintaining any of the facilities, works or matters that are mentioned in Clause 41(7)(a) of the Act and that are required by the Corporation under that clause as a condition to the approval of plans or drawings in accordance with Section 41 is, pursuant to Section 67, guilty of contravening Section 41 of the Act.

LIENS

23. When Council causes any work to be done pursuant to any approval provided for in this by-law, the City shall have a lien for any amount expended by or on behalf of the City and for an administrative fee of ten percent of any amount expended by or on behalf of the City, and the certificate of the City Clerk as to the total amount expended shall be admissible as evidence as prima facie proof of the total amount expended and such total amount together with the administrative fee shall be deemed to be municipal real property taxes and shall be added to the collector's roll of taxes to be collected and shall be subject to the same penalty and interest charges as real property taxes and shall be collected in the same manner and with the same remedies as real property taxes.
24. Before the certificate of the City Clerk is issued under Section 23 of this by-law, an interim certificate shall be delivered to the owner of the property that is subject to the lien, as well as to all prior mortgagees or other encumbrances and the affected owner, mortgagees or other encumbrances shall have two weeks from the date of receipt of the interim certificate to appeal the amount shown thereon to Council.

FAILURE TO ENTER INTO AGREEMENT

25. Every person who undertakes any development in the site plan control area designated by this by-law without entering into one or more agreements with the Corporation that deal with or ensure the provision or maintenance of any of the facilities, works or matters and that the person is required by the Corporation to enter into under that subsection as a condition to the approval of plans and drawings in accordance with Section 41 of the Act is, pursuant to Section 67 of the Act, guilty of contravening Section 41 of the Act.

PENALTY UPON CONVICTION

26. Every person who is convicted of an offense under Section 41 of the Act is liable to a fine or penalty prescribed by Section 67 of the Act.

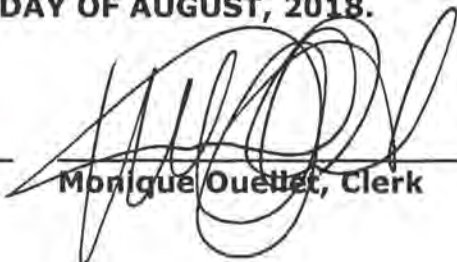
REPEAL

27. By-law 2013-05, as amended, being a by-law to establish Site Plan Control is hereby repealed.

ENACTED AND PASSED THIS 13 DAY OF AUGUST, 2018.



Guy Desjardins, Mayor



Monique Ouellet, Clerk

SCHEDULE "1"

Delegated officials to By-law No. 2018-22

List of appointed officers of the Corporation identified by position occupied to whom Council's powers or authority under Section 41 of the Act have been delegated.

- Manager of Development and Director Infrastructure and Planning (Letter of Undertaking)
- Director Infrastructure and Planning (Site Plan Agreement). In the absence of the Director, the Manager of Planning.

SCHEDULE "2"
SITE PLAN AGREEMENT



«AddressBlock»

BETWEEN
NAME OF OWNER(S)
AND
THE CORPORATION OF THE CITY
OF CLARENCE-ROCKLAND

FILE NO.: [Click here to enter text](#)

Date

This AGREEMENT made on the Date

BETWEEN:

**[NAME OF REGISTERED PROPERTY OWNER]
A company incorporated under the laws of the
Province of Ontario**

**HEREINAFTER CALLED THE "OWNER"
OF THE FIRST PART**

AND:

**THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

**HEREINAFTER CALLED THE "CITY"
OF THE SECOND PART**

WHEREAS the City of Clarence-Rockland has enacted Site Plan Control By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands and premises, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site";

AND WHEREAS the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the City's Site Plan Control By-law, as amended, and approved on [insert date]:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the City and the sum of One Dollar (\$1.00) of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. DEFINITIONS

In this Agreement:

"ACCEPTANCE" means the date on which the City accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

"AGREEMENT" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

"APPROVAL" means the date on which the City is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement;

"AS-BUILT" means a revised set of drawings submitted by the Owner upon

completion of a project reflecting all changes made in the specifications and working drawings during the construction process, and showing the exact dimensions, geometry, and location of all elements of the Works completed during construction, as certified by an Ontario Land Surveyor or a Professional Engineer, licensed in the Province of Ontario;

"CHIEF BUILDING OFFICIAL" shall mean the senior officer of the Construction Division of the Infrastructure and Planning Department or his/her designate;

"CITY" means the Corporation of the City of Clarence-Rockland and includes its successors and assigns and its officers, employees, agents, contractors and subcontractors;

"CITY ENGINEER" means the engineer of the Corporation of the City of Clarence-Rockland for the time being or such other person or persons designated;

"CITY SPECIFICATIONS OR STANDARDS" means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owners as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference and to and shall form part of this Agreement as though the same were attached thereto;

"CITY TREASURER" shall mean the Treasurer of the Corporation of the City of Clarence-Rockland for the time being or such other person or persons so designated;

"DIRECTOR, INFRASTRUCTURE AND PLANNING" shall mean the senior officer of the Infrastructure and Planning Department or his or her designate;

"LANDSCAPE ARCHITECT" means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian society of Landscape Architects;

"LETTER OF CREDIT" means a letter of credit provided by the Owner to the City in accordance with the requirements of Section 10 of this Agreement;

"MAINTAIN" includes repair, replace, reinstate and/or keep operational;

"OWNER" means the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner;

"PLAN" OR "SITE PLAN" means the Site Plan Approval by Council or a delegate of Council to act in the capacity of Council and includes the land described in Schedule "A";

"ROAD" means those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of "Street" or "Public Highway" shall be synonymous with "Road";

"WORKS" means those services, installations, structures, buildings and other works listed in and required by this Agreement.

2. DESCRIPTION OF LANDS

The lands to which this Agreement shall apply are those described in Schedule "A" hereto, and may be referred to herein as "site", "development", "subject lands", or "lands".

3. SCOPE OF WORKS AND CONFORMITY

The Owner acknowledges and agrees to construct and maintain the proposed development in conformity with this Agreement and Schedules attached hereto, at its sole expense. It is understood and agreed that written approval of the City, in a form determined solely by the City, is required prior to any departure from the specifications of this Agreement and Schedules.

4. COPIES OF PLANS TO BE KEPT ON SITE

Legible copies of the approved plans shall be kept on site throughout the period of construction for the guidance of City staff and those employed to construct the Works. Legible large scale copies of the said plans shall be available from the offices of the Director of Infrastructure and Planning.

5. ENTIRE APPROVAL/REVISIONS TO PLANS

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire site plan approval and reference must be made to the actual approval document, obtained from the Director of Infrastructure and Planning, and the Owner acknowledges and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes, and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing any approved revisions. These approved revised plans shall also be kept in accordance with Clause 4 of this Agreement.

6. GENERAL

- a) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
- b) The Owner covenants and agrees with the City that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof; that each Deed or Grant document shall contain a covenant on the part of the Grantee in such Deed binding itself, its heirs, executors, administrators, successors and assigns to the terms of this Agreement. Furthermore, the carrying out of the Works and obligations of the Owner under this Agreement shall include a similar covenant in all subsequent Deeds of Grant of the said lands until the Works and obligations of the Owner under this Agreement

have been fully performed. All covenants and Agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.

- c) The Owner agrees that there will be no subdivision of the lands herein described on Schedule "A" except by application pursuant to the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.
- d) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- e) The Owner shall provide and maintain the number of parking spaces or areas that are required for the proposed use of the Site pursuant to the provisions of the City's Zoning By-law, for the sole use of the Owner, occupants, or other persons entering upon or making use of the said premises.
- f) The Owner further agrees to compensate the City with a cash payment-in-lieu of parking for any number of parking space(s) or area(s) that cannot be provided on the Site due to a change of use or uses before, during or after completion of this Agreement, subject to the approval of the City.

7. BUILDING AND PLANNING REQUIREMENTS

- a) The property and buildings subject to this Agreement shall be maintained per the provisions of this Agreement as well as being in compliance with any Property Standards By-law adopted by the City of Clarence-Rockland Council. The Owner shall repair and maintain at all times and to the satisfaction of the City, all buildings located on the subject property together with all parking areas, loading bays, aisles, accesses and landscaping.
- b) The Owner covenants and agrees to pay to the City the development charges which are established by By-Law of the Council of the City and said charges shall be those in effect on the date of issuance of a building permit for which an application has been made.
- c) The Owner and its successors and assigns covenant and agrees to inform prospective purchasers of the development charges that have been paid or which are still applicable. The applicable development charges shall be states as of the time of the conveyance of the relevant land and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to change in accordance with the *Development Charges Act, 1997, S.O. 1997, c.27*, as amended, and the *Education Act, R.S.O. 1990, c.E.2*, as amended, Part IX, Division E.
- d) The Owner covenants and agrees to pay to the City all applicable connection charges which are established by By-Law of Council of the City of Clarence-Rockland and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made.

- e) The Owner agrees that all electric installations throughout any building or structure on the property shall use exclusively copper wiring and unless the City is satisfied that the plans and specifications for any building or other structure do call for such exclusive use of copper wiring it may refuse to issue a building permit.
- f) The City may designate points of access for construction vehicles to the Site during the period of construction. The Owner may also be required to erect at its expense, at locations determined by the City, signs to prevent construction vehicles from using the roads other than the approved route.
- g) The Owner shall provide adequate parking facilities on-site or other approved locations where workers employed on the Site shall be required to park their vehicles, except for those times when reasonable access to the Site is not available due to services or street construction in the public street or except as may be authorized in writing by the City.
- h) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner, or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the City.

8. REGISTRATION AND ISSUANCE OF BUILDING PERMITS

The City shall cause this Agreement to be registered against the lands to which it applies immediately following the execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands until this has been accomplished. The Owner may apply for, but not request nor require the City to issue building permits for the construction of the Works on the subject lands, until this agreement has been signed and until all the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

9. SERVICING AND EASEMENT REQUIREMENTS

- a) It is hereby agreed that the Owner shall be responsible to provide, at its own expense all connections to the municipal water and sewer systems. All such connections shall be subject to the approval and inspection of the City. The City shall make its best efforts to carry out these inspections within seventy-two (72) hours of the City receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) The Owner shall provide, dedicate, and register such easements to the City which may be required for water, sewer, drainage or other purposes related to the development of the Owner's lands. Copies of any and all plans and registration documents shall be provided to the City by the Owner.
- c) The Owner shall provide, prior to occupancy and at its own expense, a storm water control system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the

City.

- d) The Owner shall be responsible for the repair and maintenance of the temporary storm water erosion control system of the Site which prevents the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice. All identified erosion control measures installed during construction shall remain in place and be maintained during the time of any and all construction on the site. All temporary erosion control measures shall be removed at the time of completion of the Site Plan.
- e) The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins and further agrees that the City shall be permitted lawful entry onto the Site in order to examine and adjust, at the Owner's expense, all storm water management devices that do not then conform to the requirements of this Agreement, provided that, if upon examination, the City determines that the devices are not in conformance with this Agreement, the City shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 16(a) provided further that if, in the opinion of the City, the non-conformance presents an emergency, the City may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.

10. FINANCIAL REQUIREMENTS

a) Payment

The Owner shall pay to the City, by cash or certified cheque, the charges and fees, as set out in Schedule "B" attached hereto and other financial requirements including but not limited to reasonable administrative fees, legal fees, planning and engineering fees, development charges, road cuts and building permit fees that may be required of the City as established by by-law or resolution of the Council from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this development and the Owner shall pay same when required by the City.

b) Performance Deposits

All Works required to be provided and maintained by the Owner at its sole risk and expense and shall be to the satisfaction of the City. In order to ensure that such Works are provided and maintained by the Owner, before this Agreement is executed by the City, the Owner shall deposit with the City, a sum in cash, certified cheque or by irrevocable letter(s) of credit in a form approved by the City Treasurer, which deposit however made, may be referred to hereafter as a "performance deposit" or "performance redeposit", equal to fifty percent (50 %) of the estimated cost of the Works and 100% of the required offsite Works to be done by the Owner, such cost of

construction and installation of the Works being shown in Schedule "B" hereto annexed. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the City they must be in the form set out in Schedule "C" annexed hereto.

c) Letters of Credit - Renewal

If the Owner satisfies the provisions of Clause 10 (b) by depositing irrevocable letter(s) of credit or cash with the City, the following provisions shall apply:

- i. Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least ninety (90) days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- ii. Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (i) hereof.
- iii. If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (i) and (ii) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner may call upon any part of the whole amount of the existing letter of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of Clause 10 b).

d) Taxes

The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the roll.

11. INSURANCE POLICY

The Owner shall provide on or before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied the following insurance:

- a) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the Owners and those parties which the Owner is legally liable relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

The policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading.

Coverage shall include Limited Pollution - \$1,000,000. Sub-Limit Sudden & Accident subject to 120 hour reporting.

The policy shall provide coverage against claims for all damage or injury including death to any person or persons, for damage to any property of the City or any other public or private property resulting from or arising out of any negligent act or omission on the part of the Owner, their officer, employees, contractors, sub-contractors or those parties which they are legally responsible arising from the construction, installation or maintenance of any Work to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage for 24 months and shall be maintained in full force until final acceptance of the Work by the City.

Such insurance shall add the Corporation of the City of Clarence Rockland as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

Any Deductible shall be the sole responsibility of the Owner and the City shall bear no responsibility for the deductible.

- b) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the City in writing at least ninety (90) days prior to the effective date of any material change, cancellation or termination.

Prior to commencement of work, the owner shall furnish to the City with a

certificate of insurance evidencing the above noted insurance. The City reserves the right to request certified copies of the policies confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the City.

Approval of the insurance by the City shall not relieve or decrease the liability of the Owner hereunder.

c) **Indemnification / Holdless Agreement**

The Owner shall defend, indemnify and save harmless Corporation of the City of Clarence-Rockland, their elected officials, officers, and employees, from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the owner, their directors, officers, employees, contractors, subcontractors, and those parties whom they are legally responsible in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Owner agrees to defend, indemnify and save harmless Corporation of the City of Clarence-Rockland from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Owners status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Owner in accordance with this Contract, and shall survive this Contract.

12. FAILURE TO COMPLY

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City.

13. IMPLEMENTATION OF REPORTS AND STUDIES

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the City's satisfaction at the sole expense of the Owner.

14. COMPLETION TIME LIMIT

Failure by the Owner to complete all Works required by this Agreement within the time limit specified in Schedule "B" hereof or as extended, in writing, by the

Director of Infrastructure and Planning, at his sole discretion, shall constitute a default, in which case the City may avail itself of the remedies hereinafter prescribed or available to it in law.

15. EXPIRY

If a building permit has not been issued within two years of the date of signing this Agreement by the Owner, the approval inherent herein shall be null and void, at the City's discretion, unless an extension is granted in writing by the Director of Infrastructure and Planning.

16. DEFAULT

- a) In the event of a default by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the City may enter upon the lands and complete all Works that are in default, at the expense of the Owner. The City may authorize the use of any or all of the performance deposit(s) held by the City pursuant to Clause 10 (b), to pay for the cost to the City of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the City plus twenty-five percent (25 %) of such cost as a charge for overhead and administration fees. Any costs incurred by the City pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 11(b) shall be paid by the Owner to the City within thirty (30) days of the mailing of an invoice by the City, for such amount in excess, addressed to the Owner at its last known address. Any costs referred to in this clause may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
- b) The total cost for Works upon which the performance deposit is based, is the sum of the estimated cost of each of the Works to be provided by the Owner, to the satisfaction of the Director Infrastructure and Planning, as described in Schedule "B" herein. Nothing contained herein shall be construed as limiting the use of the deposit on a proportional basis in the event of a default by the Owner, but rather the whole or such part of the performance deposit, as deemed necessary by the City, may be used to rectify the default.

17. RELEASE OF PERFORMANCE DEPOSIT

On Acceptance or Approval of all Works to be provided and maintained by the Owner in accordance with this Agreement, the Owner shall be entitled to have released to it the performance deposit then held by the City.

18. PARTIAL RELEASE OF PERFORMANCE DEPOSIT

- a) One partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause 19 (Inspection – Release of Performance Deposit). Until final release of the performance deposit, the

Owner agrees that the City shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the performance deposit required by Schedule "B" herein, or five thousand (\$5,000.00) Dollars.

- b) If the performance deposit is less than five thousand (\$5,000.00), the full amount shall be retained until final release.

19. INSPECTION - RELEASE OF PERFORMANCE DEPOSIT

The Owner acknowledges and agrees that it is the Owner's responsibility to make an application to the Director of Infrastructure and Planning for the inspection of any completed Works for which the Owner wishes the release of a performance deposit. Said application must be submitted at least sixty (60) days prior to the expiry of any letter of credit held as a performance deposit by the City. Inspections for the release of a performance deposit will not be undertaken during winter conditions. The City shall use all reasonable efforts to reply to requests in a timely manner.

20. TRANSFER OF PERFORMANCE DEPOSIT

The Owner acknowledges and agrees that the City shall hold in its possession the Performance Deposit until completion of the Works in accordance with the approved Plans to the satisfaction of the City. The Owner covenants and agrees:

- a) that it shall be responsible to arrange for the transfer or replacement of the performance deposit provided to the City prior to the sale or transfer of the Owner's lands;
- b) that if the performance deposit has not been replaced prior to the sale or transfer of the Owner's lands, the City may, to the benefit of the new registered owner, apply the deposit for any Works as approved by the City which have not been completed pursuant to the Plans, and for this purpose, the City Treasurer is hereby authorized to call in letters of credit or other deposit provided. The City may refuse any or all necessary Building Permits until such time as a new Letter of Credit to the satisfaction of the Director of Infrastructure and Planning, is provided by the subsequent new Owner (s). The balance of deposit held, if any, will be refunded to the Owner who provided the deposit, upon Acceptance and Approval of the Works to the satisfaction of the City.

21. CONTINUED MAINTENANCE AFTER RELEASE OF PERFORMANCE DEPOSIT

- a) While this Agreement is in effect, the Owner shall maintain all site specific and surrounding landscaping, including all road allowances abutting the lands, so as to provide a neat and tidy appearance, to a standard satisfactory to the Director of Infrastructure and Planning. Maintenance shall include but not be limited to the regular watering, weeding, and cutting or pruning of all grass, shrubs and trees. All other landscape materials, such as fencing and walkway surfaces, shall similarly be maintained in a manner

satisfactory to the City. All grass, shrubs, and trees shall be replaced if they become unhealthy or die. Any vegetation, which by its size or nature creates a hazard or becomes a nuisance, shall be replaced with planting materials approved by the City. All curbs, asphalt, catch basins and other drainage facilities shall be maintained so as to ensure their continued, proper and safe functioning. All traffic aisles, parking stalls and accesses shall be kept free of snow and all painted markings shall be maintained so as to be clearly visible. All other matters and things to be provided and maintained by the Owner pursuant to this Agreement shall be so continually maintained to the satisfaction of the City.

- b) If, in the sole opinion of the City, the Owner has defaulted in the maintenance of Works to be provided, the Owner shall rectify, to the satisfaction of the City, all such Works as are in default, within sixty (60) days of mailing of a notification by the City addressed to the Owner at its last known address, or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such Work as are in default after said stipulated time period, the city may enter upon the lands and do all such Works as are in default, at the expense of the Owner. Actual cost incurred by the City in carrying out such Works plus 25% of such cost as a charge for overhead and administration, shall be paid by the Owner within thirty (30) days of mailing of an invoice by the City addressed to the Owner at its last known address or such costs may be recovered by the City in a like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, S.O. 2001, c. 25*, as amended.

22. RELEASE OF PLANS

The Owner hereby releases to the City its rights to any approved drawings that form part of this Agreement, for the purposes of tendering the construction upon any default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner's consultants, if required.

23. NOTICES

Any notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the City as follows:

TO THE OWNER:

.....

.....

.....

or such other address as the Owner has notified the City Clerk in writing.

TO THE CITY:

CORPORATION OF THE CITY
OF CLARENCE-ROCKLAND
1560 LAURIER STREET
ROCKLAND (ONTARIO) K4K 1P7

24. SUBSEQUENT PARTIES AND GENDER

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenant and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties here to so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

25. INDEMNITY

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title; covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of Works.

26. SCHEDULES

The following Schedules are attached hereto and form part of this Agreement.

Schedule "A" -	Description of the land to which this Agreement applies.
Schedule "B"-	Performance Deposits and Fees/Financial Requirements
Schedule "C" -	Form of Letter of Credit
Schedule "D" -	City Standards and Specifications
Schedule "E" -	Site Specific Conditions
Schedule "F" -	List of Approved Plans and Approved Reports
Schedule "G" -	Consent of Mortgagee/Chargee or the lawyer form letter
Schedule "H" -	Cost Sharing for Off-Site Improvements

27. CLAUSE HEADINGS

All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF the Owner has hereunto affixed the Corporate Seal of the Company duly attested to by its proper signing officers in that behalf.

DATED AT _____ THIS ____ DAY OF _____, 20____.

SIGNED, SEALED AND DELIVERED in the presence of:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation

IN WITNESS WHEREOF the City of Clarence-Rockland has hereunto affixed its Corporate Seal duly attested to by its Mayor and City Clerk or appointed officer(s).

DATED AT THE CITY OF CLARENCE-ROCKLAND THIS ____ DAY OF _____, 20____.

**THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

Per: _____

Per: _____

We have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Clarence-Rockland, being composed of:

DESCRIPTION	P.I.N.
Part of Lot __, Concession __, name Being Part __ on Plan __ City of Clarence-Rockland	

SCHEDULE "B"
PERFORMANCE DEPOSITS AND FEES/FINANCIAL REQUIREMENTS

<u>ESTIMATED COSTS OF WORKS TO BE CONSTRUCTED</u>					
<u>1. Estimated Costs of Works On-Site (Private Property)</u>					
ITEM	QUANTITY		PER UNIT COST	TOTAL COST	COMMENTS
<u>Soft Servicing Items</u>					
Landscaping					
Typical House Lot Grading					
Fencing					
Street Name Traffic Signs, Pavement Markings					
Parking Lot					
Sidewalks					
Miscellaneous					
SUB TOTAL FOR SOFT SERVICING ITEMS				\$0.00	
<u>Hard Servicing Items</u>					
Noise Attenuation					
Curbs					
Roads					
Service Laterals					
Storm Sewers					
Sanitary Sewers					
Water					
Retaining Walls					
Miscellaneous					
SUB TOTAL FOR HARD SERVICING ITEMS				\$0.00	
TOTAL COST OF WORKS ON-SITE (Private Property)				\$0.00	Total Soft Servicing and Hard Servicing

2. Estimated Costs of Works Off-Site (Public Property)

ITEM	QUANTITY		PER UNIT COST	TOTAL COST	COMMENTS
<u>Soft Servicing Items</u>					
Landscaping					
Typical House Lot Grading					
Fencing					
Street Name Traffic Signs, Pavement Markings					
Parking Lot					
Miscellaneous					
SUB TOTAL FOR SOFT SERVICING ITEMS				\$0.00	
<u>Hard Servicing Items</u>					
Noise Attenuation					
Curbs					
Sidewalks					
Lighting					
Roads					
Service Laterals					
Storm Sewers					
Sanitary Sewers					
Water					
Roadway Modifications					
Retaining Walls					
Miscellaneous					
SUB TOTAL FOR HARD SERVICING ITEMS				\$0.00	
TOTAL COST OF WORKS OFF-SITE (Public Property)				\$0.00	Total Soft Servicing and Hard Servicing

SECURITIES AND CASH PAYABLE

1. Security Amount Required

100% of Total Estimated Cost of Work on public property

\$ _____

50% of Total Estimated Cost of Works on private property

\$ _____

TOTAL SECURITY BY LETTER OF CREDIT

\$ _____

2. Cash Payable

City Engineering Review Fee (By-law 2015-176)

4% of the estimated cost of the site works up to
\$100,000.00

\$ _____

Or

3% of the estimated cost of the site works between
\$100,000.00 to \$500,000.00

\$ _____

Or

2% of the estimated cost of the site works over
\$500,000.00

\$ _____

Minus (-) Original City Engineering Review Fee
\$1,000.00

(City Engineering Review Fee Deposit per By-law 2015-176)

Minus (-) Any and all consultant fees paid by the applicant

\$ _____

Total City Engineering Review Fee

\$_____

Special Charges

Agreement Planning Fee

\$_____

Cash-In-Lieu of Parkland

\$_____

Parkland Assessment Fee (including HST)

\$_____

Watermain Frontage Fee

\$_____

Encroachment Fees

\$_____

Engineering Peer Review Fees

\$_____

Consultant Fees for review of plans and studies (unpaid)

\$_____

Sanitary Sewer Fees

\$_____

Storm Sewer Fees

\$_____

Stormwater Development Charge

\$_____

Sub Total Special Charges:

\$_____

TOTAL CASH PAYABLE BY CERTIFIED CHEQUE

\$_____

COMMENTS:

Prior to the execution of this Agreement, the Owner shall pay the City the said sum of \$_____, in accordance with Clause 10 – FINANCIAL REQUIREMENTS, contained herein.

3. Time Limit for Completion of Works

All Works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement, unless an extension is granted in writing by the Director of Infrastructure and Planning.

Time Limit: 18 months

City of Clarence-Rockland HST Registration
Number:_____

SCHEDULE "C"
FORM OF LETTER OF CREDIT

The Corporation of the City of Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K 1P7

RE: Guarantee No.:
Amount \$:
Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the Bank of _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the City of Clarence-Rockland (the "Corporation"), of a total amount of \$ _____.

This guarantee is issued in connection with the performance by _____ of all the terms of a Site Plan Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either
 - i. Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work, services or materials required to be performed or supplied under the said Agreement, or
 - ii. a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you

the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has been paid to you of the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives sixty (60) days notice that it does not propose to renew it.

Yours truly,

(Authorized Signature)

SCHEDULE "D"
CITY STANDARDS OR SPECIFICATIONS

Engineering

1. Extension of Municipal Services

The City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any Provincial or Municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the Standards or Specifications of the City for the installation of such municipal services. The owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

2. Work on City Road Allowances

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the City Engineer.

3. Approval

The Owner shall obtain all necessary approvals from the Ministry of the Environment and Climate Change and the City with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

4. Paving/Concrete Curbs

The owner hereby agrees that all driveways and parking lots shall be curbed with poured-in place concrete curbs, unless otherwise specified and approved by the City Engineer. It is further understood and agreed that all driveways and parking lots shall be paved in accordance with municipal standards in effect at the time of construction unless otherwise specified and approved by the City Engineer.

5. Maintenance

The Owner shall be responsible to maintain all infrastructure relating to the watermains and the sanitary and storm sewer networks on the property. The Owner may be required by the City, from time to time, to maintain, clean, and/or repair any infrastructure within the Site.

6. Utilities

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of the Director of Infrastructure and Planning and approved prior to the issuance of a building permit for development by the Chief Building Official.

7. Storm Water Management

- a) The Owner shall require the storm water management calculations be submitted in writing by a Professional Engineer to the Director of Infrastructure and Planning for his approval. Upon Acceptance and Approval of the Works, a written certification from said Professional Engineer and As-Built plans must be submitted to the Director of Infrastructure and Planning, confirming that the storm water measures have been implemented as per the approved design.
- b) The Owner shall be responsible for the repair and maintenance of the storm water control facility until Acceptance by the City Engineer.

8. Blasting

The Owner shall conduct all blasting in accordance with the most recent Ontario Provincial Standard Specifications (OPSS) namely OPSS 120 and OPSS 206, and must include a pre-blast survey by a qualified consultant. A copy of this survey shall be provided to the Director of Infrastructure and Planning.

9. Erosion and Sediment Control

The Owner agrees to implement the erosion and sediment control plan to provide for the protection of the receiving storm sewer or water course during construction activities. This plan to be used during construction is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with Provincial/Federal legislation pertaining to water quality and habitat.

10. Maintenance of Manholes

The Owner shall install manholes or stormwater treatment device or its equivalent on the Site. The maintenance of such manholes is required and it shall be the responsibility of the Owner to perform a regular removal of any trapped material (minimum once per 6 months). All materials arising from any spill should be removed immediately. These facilities are not to be dismantled or removed unless approval has been granted by the City Engineer.

11. Street Cleaning

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust, and other material, resulting from vehicles involved in construction, to the satisfaction of the City Engineer. The Owner shall prevent the "flushing" of dirt and debris associated with development Work into any sewers. Upon any default by the Owner to maintain the streets, the City Engineer may, in his discretion, arrange for the required cleaning to be performed and the cost incurred by the City shall be recovered pursuant to Clause 17a) – Default, of this Agreement.

12. Performance of Works

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants, agents, contractors or subcontractors, shall be performed so as to not constitute a nuisance or disturbance to abutting or nearby properties or to the owners thereof. The Owner shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

13. Site Servicing

The Owner shall design all site servicing to the approval of the Director of Infrastructure and Planning and shall construct all site servicing to the approval of the City Engineer.

Inspection

14. Dye Test Inspection

- a) The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed written certification with the City Engineer that the plumbing and lateral services have received and passed a dye test inspection.
- b) The Owner shall submit written certification from a professional engineer, to the City Engineer, that all sanitary sewers and manholes have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

- c) Such certification as described in subsection a) and b) above, shall be provided by a Professional Engineer, licensed in the Province of Ontario, retained by the Owner and approved by the City.

15. Testing

- a) The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the City Engineer.
- b) The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the City Engineer, the Owner shall rectify the works at his sole expense.
- c) The Owner shall be responsible, at his expense, to conduct pressure tests for the watermain network on the Site (as per OCWA and OPS standards). If the pressure test results are not satisfactory, the Owner shall rectify the Workss at his sole expense.

16. Video Examination

Video examination of storm and sanitary sewers 200 mm or larger in diameter shall be required by the City Engineer, at the Owner's expense, before final Acceptance or Approval of the Works.

17. Chlorination Test

The Owner shall be required to conduct and coordinate all chlorination tests prior to connecting Site services to the municipal water system to the satisfaction of the City Engineer.

18. Test Results

All necessary and mandatory test results such as CCTV, pressure testing, chlorination, and compaction tests must be submitted to the City Engineer for Acceptance or Approval prior to receiving a request from the Owner to reduce the applicable security deposits.

Fire Requirements

19. Fire Fighting Performance Standards

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the *Ontario Building Code Act, 1992, S.O., 1992, c.23, as amended*, and regulations made thereunder. The approved access routes shall

be maintained in accordance with the *Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended. The Owner further agrees to abide by any City by-law relating to the maintenance and signage of such access routes. The location of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code, O. Reg. 333/12, as amended. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

20. Fire Fighting Maintenance Standards

- a) Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code, O. Reg. 213/07, as amended, and the requirements of the City.
- b) The Owner acknowledges and agrees that no driveway serving any lot shall be located within 3.0 metres of a fire hydrant. No person shall obstruct the access to any fire hydrant. Vegetation or other objects shall neither be planted nor placed within a 3.0 meter corridor between the hydrant and the curb, nor within a 1.5 meter radius beside or behind a hydrant, without the express written consent of the City.

21. Fire Lanes and Parking Spaces for the Physically Disabled

- a) The Owner acknowledges and agrees to provide, maintain, and post signs designating fire lanes and parking for the physically disabled in conformity with City By-laws. The Owner shall ensure that fire lanes are to be kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.
- b) The Owner shall, if necessary, request the City's assistance and agrees to permit the Police and/or Municipal Law Enforcement Officers to enter upon the lands for the purposes of patrolling areas where parking is not permitted and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

Landscaping

22. Inspection and Maintenance

- a) Maintenance of plant material by the Owner shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticulture practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the Owner shall provide, for the City's approval, a copy of the maintenance directions provided to subsequent owners.
- b) The plant material shall be guaranteed until Acceptance and the Owner

shall replace any plant material, as determined by the City and be in accordance with the approved landscape plan.

General

23. Snow Storage

- a) Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the Director of Infrastructure and Planning. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing and/or landscaping. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.
- b) The Owner shall be responsible for the removal of snow within the site and to ensure that no accumulation in excess of 2.0 metres is to be stock piled within the Site. Once notified in writing by the City, the Owner shall remove the snow stockpile within 24 hours of being notified.

24. Dumping

The Owner shall not dump, or permit to be dumped, any fill and/or debris on adjacent lands, and/or road allowances, except as may be approved in writing by the Director of Infrastructure and Planning.

25. Exterior Lighting

All exterior lighting proposed for the subject lands shall be installed only in locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the Director of Infrastructure and Planning. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the Director of Infrastructure and Planning, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

26. Municipal Numbering Signs

The Owner shall provide and erect, at its expense, such municipal number signs, illuminated or otherwise, in such locations and of such a size, design, and colour as submitted to and approved by the Director of Infrastructure and Planning and Chief Building Official, prior to occupancy of any buildings, or part thereof.

27. Waste Handling

- a) The Owner shall provide, to the City's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling

facilities for waste and recyclables generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject property, then the location and the screening of the identified facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the Director of Infrastructure and Planning.

- b) The Owner acknowledges and agrees that not all types of developments will be serviced by the City's waste collection program. The Owner is responsible for determining if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

28. Retention and Protection of Existing Trees

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or Landscape Plan shall be protected by fencing to the satisfaction of the City prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the Director of Infrastructure and Planning.

29. Community Mailboxes

Canada Post requires that community mailboxes be located as shown on the Site Plan referenced in Schedule "F" of this Agreement. The Developer shall be responsible for ensuring that the community mailboxes are placed in the locations as set out on the Site Plan, and agrees to construct any related facilities, including concrete pads and drainage culverts required to permit the location of the community mailboxes.

30. Submission of Approved Plans

The Owner shall file with the Director of Infrastructure and Planning, one digital copy of all approved plans referenced in the Schedules to this Agreement, in a format acceptable to the Director of Infrastructure and Planning. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with City requirements and guidelines for referencing legal surveys.

31. Provision of As-Built Drawings

- a) The Owner shall submit to the Chief Building Official a certified building location survey, prepared by a licensed Ontario Land Surveyor, including

foundation, elevations, upon completion of the foundation to ensure interim compliance with the relevant City Zoning By-law, being By-law 2016-10, as amended.

- b) The Owner shall supply to the Director of Infrastructure and Planning, one set of mylar or plastic film As-Built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City record upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-Built information and the attribute data for the Works in a form that is compatible with the City's computerized systems.

SCHEDULE "E"
SITE SPECIFIC CONDITIONS

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Agreement, including all standard and special conditions, financial and otherwise, as required by the City. The Owner acknowledges and agrees that the approval shall lapse within one (1) year of Site Plan approval if the Owner has not executed this Agreement and has not completed the conditions required to be satisfied prior to execution of this Agreement.

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the Director of Infrastructure and Planning.

3. Professional Engineering Inspection Personnel On-Site

The Owner shall have competent professional engineering inspection personnel on-site during the period of construction to supervise the Works, and the Director of Infrastructure and Planning and/or City Engineer, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found, in the sole opinion of the Director of Infrastructure and Planning, that such personnel are not on-site or are incompetent in the performance of their duties, or that said Works are not being carried out in accordance with the approved plans or Specifications and in accordance with good engineering practice, the Director of Infrastructure and Planning, may order all Work in the project to be stopped.

4. Construction Fencing

The Owner shall install construction fencing, at its expense, in such a location as may be determined by the Director of Infrastructure and Planning.

5. Stormwater Manager Works

The Owner covenants and agrees that upon completion of all stormwater management Works, the Owner will provide to the Director of Infrastructure and Planning certification from a professional engineer, licensed in the Province of Ontario, which certificate shall confirm that all required stormwater management Works have been implemented in accordance with the approved plans referenced in Schedule "F" hereto.

6. Stormceptor

The Owner agrees to install the stormceptor as identified on the approved

drawings referenced in Schedule "F" hereto. The Owner acknowledges that the performance of the storm water pollutant control device is based upon regular maintenance intervals recommended by the manufacturer, and that ownership of the stormceptor requires that the Owner shall have a licensed waste management company perform the required maintenance. The Owner further acknowledges and agrees to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City and/or the provincial regulatory bodies.

7. Discharge of Water to the Sanitary Sewer

No person shall, directly or indirectly, discharge or deposit or cause or permit the discharge or deposit of sewage or matter of any type into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer or combined sewer in circumstances where, to do so may cause or result in a health or safety hazard to any person, animal, property, or vegetation.

8. Private Water and Sewer Services

The Owner acknowledges and agrees that the water plant within the lands is a private system including the private water and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement of the private system including the private watermains, private hydrants, and private sanitary and storm sewer infrastructure located on the site. The Owner further acknowledges and agrees to maintain and retain in perpetuity records of associated works and maintenance contracts and agrees to make said records available for inspection upon demand by the City and/or Fire Department.

9. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps and pressure tanks, or gravity tanks.

10. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the Director of Infrastructure and Planning.

11. Extend Internal Walkways

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the Director of Infrastructure and Planning.

12. Construct Sidewalks

The owner shall design and construct sidewalk(s) within the public right-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the Director of Infrastructure and Planning. Such sidewalk(s) shall be located and constructed to City Standards and as approved by the Director of Infrastructure and Planning.

13. CR Transpo

The Owner acknowledges and agrees to contact CR Transpo in order to ensure that all impacts and possible changes to transit provision are identified, and where applicable, transit service facility improvements are incorporated into the design.

14. Landscaping

The Owner agrees to implement the approved Landscape Plan referenced in Schedule "F" hereto to the satisfaction of the Director of Infrastructure and Planning. In addition to the requirements of Clause 22 above, Landscaping – Inspection and Maintenance of Schedule "D" herein, the Owner further agrees to maintain and warranty all planting materials for two (2) years.

15. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the Director of Infrastructure and Planning, any property of the City, including, but not limited to sidewalks, bicycle paths, curbs, boulevards, which is damaged as a result of the subject development.

16. Roof Top Equipment

The Owner acknowledges and agrees that any roof top equipment must include an acoustical shield to attenuate airborne noise from reaching adjacent residential properties. The Owner further acknowledges and agrees that the design shall give consideration to the stationary noise source sound levels of the mechanical equipment or provide attenuation by providing a barrier between the units and the residential properties. The design of the acoustical shields or barriers shall be certified by an acoustical engineer, at the cost of the Owner, and must meet the Ministry of Environment and Climate Change Environmental Noise Guideline – Stationary and Transportation Sources.

17. Noise Study

Where a noise study has been completed, the Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Report referenced in Schedule "F" herein, including but not limited to the following requirements:

- a) Each unit shall be equipped with central air conditioning;
- b) Prior to issuance of a building permit, a review of building components

(windows, walls, doors) is required and must be designed to achieve indoor sound level criteria, using the acoustic insulation factor (AIF) method, to the satisfaction of the Director of Infrastructure and Planning; and

- c) Notices-on-title respecting to noise, as contained in clause 17 herein, shall be included in all agreements of purchase and sale for all units.

18. Notices on Title – Noise – All Units

The Owner acknowledges and agrees that all agreements of purchase and sale for all units within the subject lands hereto shall contain the following clauses:

“The Purchaser of each of the residential units, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment and Climate Change’s noise criteria.

The Purchaser of each unit(s) acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants, as the outdoor sound level exceeds the Ministry of the Environment and Climate Change’s noise criteria.

The Purchaser covenants that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale conveying the lands described herein.”

19. Municipal Covenant Agreement

The Owner acknowledges and agrees to enter into a municipal covenant agreement containing the notice set out in clause 18 herein, and to register said agreement on title, at the Owner’s sole expense.

20. Maintenance and Liability Agreement

The Owner acknowledges and agrees to enter into a maintenance and liability agreement for all walkways, raised planters, shrubs, sod, and street trees placed in the City’s right-of-way in accordance with City specifications. The Maintenance and Liability Agreement shall be registered on title immediately after the registration of this Agreement at the Owner’s expense. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

21. Letter of Tolerance

The Owner shall, prior to the issuance of the building permit, file with the Director of Infrastructure and Planning, a copy of the letter of tolerance issued by the Engineering and Planning Department for the encroachment of any

structures or appurtenances to be constructed within the City's right-of-way, as shown on the approved plans reference in Schedule "F" herein.

22. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent encroachment agreement to permit the encroachment of any structures or appurtenances to be constructed within the City's right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the Director of Infrastructure and Planning for review and approval prior to its deposit in the Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the encroachment agreement will be borne by the Owner.

23. Enbridge Gas Distribution Inc. Conditions and Easements

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to commencement of site landscaping, including but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade to the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner acknowledges and agrees to provide Enbridge Gas Distribution Inc., at the Owner's cost, any easements required to service the development.

24. Communication and Telecommunication Infrastructure

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm that sufficient wire-line communication and telecommunication infrastructure is currently available to the proposed development to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension, it shall provide evidence satisfactory to the Director of Infrastructure and Planning, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

25. Utilities

a) Bell Canada or Local Cable Company Easements

The Owner agrees to convey to Bell Canada or any other local cable company, at the Owner's cost, any easements that may be required for the

telecommunication series, to the satisfaction of Bell Canada or the local cable company. The Owner acknowledges and agrees that the easement requirement is subject to final servicing dimensions. In the event of any conflict with existing communication facilities or easements, the Owner agrees to be responsible for the relocation of such facilities or easements.

b) Hydro One Networks Inc.

The Owner shall arrange at its own expense with Hydro One or any other similar utility company for the installation and connection of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the site the Owner is required, is shall also arrange for the relocation of any existing installation at no cost to the City.

Notwithstanding, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted to the City for approval.

All hydro, cablevision, and telecommunication services shall be underground except where such services are not underground on the street fronting the site.

26. Archaeological Investigations

Where a Stage 1 Archaeological Assessment was undertaken, the Owner acknowledges and agrees to obtain clearance from the Ministry of Tourism, Culture and Sport, confirming that no additional archaeological investigations pertaining to this site are required.

27. Deposits of an Archaeological Nature

The Owner acknowledges and agrees to immediately notify the Ministry of Tourism, Culture and Sport should deeply buried deposits of an archaeological nature be found on the subject lands during any construction activities.

28. Human Remains

The Owner acknowledges and agrees that in the event that human remains are encountered during the construction activities, both the Ministry of Tourism, Culture and Sport and the Registrar of the Cemeteries Regulations Unit of the Ministry of Government and Consumer Services shall be notified immediately.

SCHEDULE "F"

LIST OF APPROVED PLANS AND APPROVED REPORTS

SCHEDULE "G"

CONSENT OF MORTGAGEE/CHARGE

IN THE MATTER OF a Site Plan Agreement for the lands described in Schedule "A" attached hereto, the Mortgagee/Chargee, _____, under a Mortgage/Charge registered as Instrument Number _____, hereby consents to the terms of the attached Site Plan Agreement dated on the ____ day of _____, 20____ between _____ and the Corporation of the City of Clarence-Rockland and covenants and agrees that in the event that the lands hereinbefore vest in the said Mortgagee/Chargee, the said Mortgagee/Chargee shall be required to comply with the terms herein to the same extent as if it had been the Owner.

IN WITNESS WHEREOF the Mortgagee/Chargee has hereunto affixed its hands and seals this _____ day of _____ 20____.

WITNESS:

Per: _____

OR

THE LAWYER FORM LETTER

We have been advised by (*name of owner*) that you will be retained by (*him-or-her*) to take the necessary steps to complete the registration of the site plan which is referred to above.

The owner (*name*) has confirmed to the Corporation of the City of Clarence-Rockland that you will certify to the said City that the rights conferred to it pursuant to the provisions of the said agreement will rank in priority to the interests of any persons or parties which the said owner may have granted or may grant in the future.

The Municipality will not take any further steps in the above matter (issue of permit, etc.) until the aforementioned certification has been received by it.

The Municipality will require the following information to be provided to it at the time that the certification is provided:

1. a copy of the aforementioned site plan agreement including confirmation of the details of registration;
2. a copy of the abstract page (legal description) including the details of registration of the said agreement;

3. *(list other required info)*.

Please confirm to the City of Clarence-Rockland by return mail that you have in fact been retained by *(owner)* to carry out the aforementioned matters.

Yours very truly,

SCHEDULE "H"

COST SHARING FOR OFF-SITE IMPROVEMENTS

SCHEDULE "3"

LETTER OF UNDERTAKING TEMPLATE

NOTE: Developers/land owners, please copy to your company letterhead (if applicable) and remove comment.

The City of Clarence-Rockland
1560 Laurier Street
Rockland, ON
K4K 1P7

Attention: Manager of Development, Infrastructure and Planning Department

Dear: Mrs. Bélanger

Subject: **Letter of Undertaking for Site Plan Control**
 (NAME)
 File Number: (#)

I/We, the Owner of the above-noted lands (INSERT ADDRESS) hereby acknowledge(s) that Site Plan Control Approval has been applied for from the City under the above-noted site plan reference. Approval was granted on (INSERT DATE) for a (Describe Project). Once construction has commenced, I/WE undertake to carryout our development of the Site in strict accordance with the various plans approved by the City (describe list of plans and studies) and any modifications thereto which may from time to time be approved by the City.

In addition to all the conditions contained in the Site Plan Control Approval and any other provisions of municipal by-laws, statutes, and regulations that I/We acknowledge must be satisfied, I/We further agree to the following terms and conditions:

1. Installation and Planting of Landscape Elements

I/We agree to install and plant all landscape elements in accordance with the Site Plan Control Approval, within one year from the date of occupancy, to the satisfaction of the Director Infrastructure and Planning. The landscape elements shall include but not be limited to, all vegetation and topographic treatment, walls, fences, hard and soft surface materials, lighting, site furniture, free-standing ground-supported signs, steps, play equipment and other ground cover and new tree(s) and shrubs located on the road allowance.

2. Reinstatement of Damaged City Property, Including Sidewalks and Curbs

I/We agree to reinstate to the satisfaction of the Director Infrastructure and Planning, any property of the City including sidewalks and curbs, that is

damaged as a result of the subject development. I/We acknowledge that this reinstatement will be at our expense.

3. Financial Securities for Landscape Elements and Other Works

I/We acknowledge and agree that the City shall hold in its possession security for the landscape elements and any other works until completion and in accordance with the approved plan(s) to the satisfaction of the City. The City may, without notice and at its discretion, utilize the financial security for any matter required to be done by the Owner as a result of site plan and associated approvals.

4. Time Limit for Approval

It is understood that the Site Plan Control Approval is valid for one year from the date the approval is granted provided that the Letter of Undertaking is signed and financial securities submitted within six months of approval; and that if a building permit (where required) has not been issued during this period, the approval shall lapse and no development of the site shall be undertaken until a further Site Plan Control Approval has been granted by the City.

I/We understand that this Letter of Undertaking shall be considered to be of the same force and effect as an Agreement executed with the City under the authority of clause 41(7) of the *Planning Act, R.S.O. 1990, c.p. 13* as amended, and that it may formally be constituted as such an agreement by execution of the Letter of Undertaking by the City.

Dated at _____ this _____ day
of _____ 201_

Signature of Owner

Corporate Name (if applicable)

(print name)

I have authority to bind the
Corporation (authorized signature)

Witness (for individuals)

Please print name

Execution for the City of Clarence-Rockland

Marie-Eve Bélanger, MCIP, RPP
Manager of Development

Date