

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-123

Being a By-Law to Authorize the Signing of a Site Plan Agreement with
Whitechurch Farms Inc.

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, c P 13 as amended provides that the Council of a local municipality may, where in an Official Plan an area is shown or described as a proposed site plan control area, designate the whole or any part of such area as a site plan control area;

AND WHEREAS On June 21st, 2021, the Council passed By-Law No. 2021-61 which amended the Home Business provisions of the Comprehensive Zoning By-Law No. 2018-98 to allow for the construction of roof trusses at the property subject to a Site Plan Agreement;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into a Site Plan Agreement with Whitechurch Farms Inc for the property described as LT 36-37 CON 3, KINLOSS; HURON-KINLOSS;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby enter into a Site Plan Agreement with Whitechurch Farms Ltd with respect to lands known as LT 36-37 CON 3, KINLOSS; HURON-KINLOSS and that the agreement is attached as Schedule "A" and forms part of this By-law.
- 2.0 That the Mayor and Clerk are hereby authorized and directed to fully execute the agreement and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This by-law may be cited as "Site Plan Agreement – Whitechurch Farms Ltd By-Law".

READ a FIRST and SECOND TIME this 18th day of October 2021.

READ a THIRD TIME and FINALLY PASSED this 18th day of October 2021.

Mitch Twolan, Mayor

Emily Dance, Clerk

THIS AGREEMENT made, in triplicate, this ____ day of _____, 2021

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

(hereinafter called the "Township")

OF THE FIRST PART

-and -

WHITECHURCH FARMS LTD. c/o FRANK EICHORN

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the legal and beneficial owner of the property legally described in Schedule "A" hereto (the "Lands");

AND WHEREAS the Township, pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, has passed a by-law designating the Lands as a site plan control area;

AND WHEREAS pursuant to the provisions of Section 41 of the *Planning Act* the Township may enter into an agreement with the Owner to ensure the provision and maintenance of facilities, works or matters as set out in approved site plans and drawings;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of two (\$2.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Township agree as follows:

1. The Owner agrees that the exterior building design, site, elevation, grading, drainage, landscape-buffering and layout plans for the Lands (the "Plans") shall be approved in writing by the Township prior to the issuance of any building or other permits for the Lands.
2. The Owner agrees that the Plans shall be in such detail as required by the Township and may, in the Township's discretion, be required to include the all or some of the following, if applicable:
 - (a) The proposed location, height, dimensions and uses of all buildings and structures and the use of all remaining areas on the Lands.
 - (b) The facilities to provide access to and from the Lands such as access ramps and curbing and traffic direction signs.
 - (c) Off-street vehicular loading and parking facilities and access driveways.
 - (d) Walkways and all other means of pedestrian access.
 - (e) Walls, fences, hedges, trees, shrubs or other ground cover or facilities for the landscaping of the Lands or the protection of adjoining lands.
 - (f) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material.
 - (g) Grading or alteration in elevation or contour of the Lands and provision for

the disposal of storm, surface and waste water from the Lands and from any buildings or structures thereon.

3. The Owner agrees that the building or buildings on the Lands shall be erected and the structures, storage areas, planting strips, parking areas, driveways and other components of the project shall be completed and maintained in accordance with the Plans as approved by the Township, subject only to such changes as are approved in writing by the Township.
4. The Township's Chief Building Official at his sole discretion may agree to minor variations to the Plans, and such minor variations shall not constitute an amendment to this agreement.
5. The Owner agrees to obtain all necessary approvals and comply with all zoning by-laws, regulations, Building Code requirements and other applicable law prior to and during the erection of any buildings or structures on the Lands.
6. The Owner agrees that all works set out in this Agreement shall be completed on or before September 1st, 2023. If the Owner fails to complete all works as set out in the Plans within the prescribed time period, or fails to maintain, provide retain repair or use those matters and facilities required by this Agreement, the Township, its servants, agents and contractors shall have the right to enter onto the Lands after providing fifteen (15) days' notice to the Owner, or immediately if the Township deems the matter to be urgent in nature, to complete the works required by this Agreement or such other matters as the Township deems necessary in its sole discretion, and all expenses incurred by the Township in doing such work shall become a charge against the Lands and may be recovered by court action or in a like manner as taxes. The Owner agrees that the Township shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Lands by reason of anything done by or on behalf of the Township under the provisions of this Agreement.
7. The Owner acknowledges and agrees that any Township approvals including, without limitation, zoning and site plan approvals, do not verify or confirm the adequacy of soil conditions and the Owner acknowledges that it is responsible for soil conditions, including soil contamination and the Owner hereby indemnifies and saves the Township harmless from all actions or claims relating to soil conditions on the Lands.
8. Any notice given hereunder shall be in writing to all other parties and either delivered personally or sent by prepaid registered mail, and in the latter case shall be deemed to have been given three (3) business days following the date upon which it was mailed. The address of the parties for the purpose providing notice shall be:

To the Owner at:

2 Anita Drive
St. Clements, ON
N0B 2M0

and to the Township at:

P.O. Box 130
21 Queen Street
Ripley, Ontario
N0G 2R0

9. This Owner agrees to pay all legal costs associated with the preparation and registration of this Agreement and any other applicable Township fees.
10. This Agreement shall be registered against the title to the Lands by the Township at the Owner's expense and the obligations set out herein shall run with the Lands and shall ensure to the benefit of and be binding upon the parties hereto their

respective successors and assigns. Where the Owner consists of more than one legal entity, the obligations of the Owner as set out in this Agreement shall be joint and several and may be enforced against any one or all of the entities comprising the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)	
in the presence of)	
)	
_____ Witness:	)	_____ Frank Eichorn:
)	
)	
_____ Witness:	)	_____ Henry Weber:
)	
)	
	)	Per: _____
	)	Name: _____
	)	Title: _____
)	
	)	Per: _____
	)	Name: _____
	)	Title: _____
	)	I/We have the authority to bind the corporation
)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF HURON-KINLOSS
	)	Per: _____
	)	Name: Mitch Twolan
	)	Title: Mayor
)	
	)	Per: _____
	)	Name: Emily Dance
	)	Title: Clerk
	)	We have the authority to bind the corporation

SCHEDULE “A” – LEGAL DESCRIPTION OF LANDS

LT 36-37 CON 3 KINLOSS; HURON-KINLOSS PIN 33336-0056