

THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 5069-18

1376 York Road
Roll No: 2627 020 025 15800 0000

A BY-LAW TO AUTHORIZE A SITE PLAN CONTROL AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND PATRICIA ELIZABETH BADHAM AND MERIDIAN CREDIT UNION LIMITED

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 16th day of July, 2018 between The Corporation of the Town of Niagara-on-the-Lake and Patricia Elizabeth Badham and Meridian Credit Union Limited, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 16TH DAY OF JULY, 2018

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD

THIS AGREEMENT made this 16th day of July, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART

-and-

PATRICIA ELIZABETH BADHAM
(Hereinafter called the 'Owner')

OF THE SECOND PART

and-

MERIDIAN CREDIT UNION LIMITED
(Hereinafter called the 'Mortgagee')

OF THE THIRD PART

WHEREAS the Owner represents that it is the registered Owner of the lands located in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, described in Schedule A and hereinafter referred to as 'the lands';

AND WHEREAS the Owner has applied for Site Plan Approval to permit site alterations to allow for the use of the Country Inn use of the existing dwelling, in accordance with **Schedule B** (Site Plan), attached hereto, all of which plans and design standards shall comply with the Ontario Building Code, and with all the Town building and Zoning By-law requirements;

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake has approved this agreement and authorized its execution by the Corporation of the Town of Niagara-on-the-Lake on the 16th day of July, 2018;

AND WHEREAS the Town has agreed to permit the said development subject to the terms and conditions prescribed herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town, the receipt of which monies is hereby acknowledged; the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1. 'Approved Plans' shall mean plans approved and signed by the Lord Mayor and Town Clerk of the Corporation of the Town of Niagara-on-

the-Lake and Owner depicting the proposed development. **Schedule B** (Site Plan) of this agreement are a reduced copy of the approved plans on file with the Community and Development Services Department of the Town of Niagara-on-the-Lake.

- 1.2. 'Chief Building Official' shall mean the Chief Building Officer of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.3. 'Council' shall mean the Council of the Corporation of the Town of Niagara-on-the-Lake.
- 1.4. 'Director of Community & Development Services' shall mean the Director of Community and Development Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.5. 'Director of Corporate Services' shall mean the Director of Corporate Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.6. 'Director of Operations' shall mean the Director of Operations of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.7. 'Fire Chief' shall mean the Fire Chief of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.8. 'Lands' shall mean the lands as described in **Schedule A** attached hereto.
- 1.9. 'Town' shall mean the Corporation of the Town of Niagara-on-the-Lake.

2. STORMWATER MANAGEMENT

- 2.1. Prior to any changes to the existing services pertaining to stormwater management on the site, the Owner shall submit servicing plans for approval and, at its own expense, construct such works as may be required to collect and contain all stormwater on site and channel such stormwater to an approved outlet in accordance with specifications and plans approved by the Director of Operations and filed in the office of the Director of Operations. In this paragraph, stormwater shall include all surface water on the land including roof run-off, eavestroughs, surface catch basins and water from the foundation perimeter-weeping tile.
- 2.2. Any alteration or improvements to the existing services will be at the Owner's expense.
- 2.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any stormwater system located on the lands identified in **Schedule A** attached hereto.
- 2.4. That where the stormwater system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given the Owner and affect such repairs

as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

3. SANITARY SERVICES

- 3.1. Prior to any changes to the existing sanitary services on the site, the Owner shall submit servicing plans for approval and, at its own expense, construct such sanitary services as may be required to service the approved development.
- 3.2. Any alteration or improvements to any existing sanitary service will be at the Owner's expense and subject to approval of the Director of Operations.
- 3.3. All underground servicing must be approved and inspected by the Town.
- 3.4. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any sanitary sewer system located on the lands identified in **Schedule A** attached hereto.
- 3.5. That where the sanitary sewer system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given the Owner and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

4. WATER SERVICES

- 4.1. Prior to any changes to the existing water services on the site, the Owner shall submit servicing plans for approval and, at its own expense, construct such water distribution systems as may be required to service the approved development.
- 4.2. The Owner shall install and forever maintain all necessary connections to existing internal water supply services necessary to serve the development, such construction to be in accordance with specifications and plans approved by the Director of Operations and the Fire Chief.
- 4.3. Any alteration or improvements to any existing water service will be at the Owner's expense and subject to approval of the Director of Operations.
- 4.4. All underground servicing must be approved and inspected by the Town.
- 4.5. The Owner agrees to install any required fire hydrants in accordance with the Ontario Building Code.
- 4.6. All fire hydrant protection identified in this agreement shall be in working order and capable of being utilized prior to commencement of above ground construction.

- 4.7. Where fire hydrants have been installed but are not yet functional or are out of service, the hydrant shall be clearly identified (bagged) as to be not in service.
- 4.8. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any water distribution system located on the lands identified in **Schedule A** attached hereto.
- 4.9. That where the water distribution system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given the Owner and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

5. PARKING AND ROADWAY

- 5.1. The Owner shall, at its own expense, construct and at all times maintain parking facilities on the lands in accordance with **Schedule B** attached hereto, and to the specifications and design as approved by Council. The surface treatment of all parking areas shall be as indicated on **Schedule B** attached hereto.

6. ROADS AND ENTRANCEWAYS

- 6.1. The final design of all access driveways and entranceways shall be subject to the approval of the Director of Operations.
- 6.2. All roads, entranceways, and the emergency access route must conform to the requirements of the Fire Chief and meet Ontario Building Code Standards.
- 6.3. The Owner agrees to maintain all access and interior driveways year-round, including but not limited to snow removal, to the satisfaction of the Fire Chief.

7. LIGHTING/FLOODLIGHTING

- 7.1. All site lighting shall be constructed, forever maintained, and replaced as necessary, in accordance with plans and specifications approved by the Director of Community and Development Services.
- 7.2. The requirement for approval of lighting plans and specifications may be waived by the Director of Community and Development Services at his sole discretion.
- 7.3. Notwithstanding any waiver of approval of lighting plans and specifications, the Owner shall at all times comply with the Town's by-laws, standards and policies in respect of lighting.
- 7.4. Any changes to the approved site lighting or additional lighting of the building or site will require that the Owner submit a revised lighting plan and specifications for review and approval by the Director of

Community and Development Services, prior to undertaking any installations.

8. NOISE ATTENUATION

- 8.1. The Owner agrees that all external air conditioners, ventilation systems, exhaust fans or other similar mechanical equipment shall be directed away from abutting properties and screened from view or otherwise located on the subject lands so as to attenuate noise impact on neighbouring residential properties, to the satisfaction of the Director of Community and Development Services.

9. GARBAGE DISPOSAL & STORAGE

- 9.1. The Owner shall, at all times, provide adequate facilities for the collection and disposal of garbage, sanitary refuse and commercial waste in accordance with Provincial legislation, Regional Policy and Town By-laws, and in the event of its failing so to do, the Town or its agents shall have the right to enter upon the lands and, at the expense of the Owner, undertake the collection and disposal and recover the costs thereof by action or in like manner as municipal taxes.
- 9.2. That the development shall be in accordance with the Regional Municipality of Niagara's current waste collection Policy in order to receive Regional curbside recycle and waste collection, or alternatively the applicant must indicate if waste collection for this development will be provided through a private contractor.
- 9.3. The storage, collection and disposal of refuse, garbage and waste in the development shall be so conducted as to create no health hazards, rodent harbourage, insect breeding areas, accident, fire hazards or pollution. This responsibility will rest entirely on the Owner.
- 9.4. All refuse, garbage and waste must be stored in waterproof, vermin proof, and covered containers.

10. SIGNAGE

- 10.1. The Owner agrees that any signage located on the subject lands shall be in accordance with the approval of the Director of Community and Development Services and in compliance with the Town's Sign By-law and Ontario Building Code.

11. ENGINEERING, LEGAL AND INSPECTION COSTS

- 11.1. The Owner agrees to deposit with the Town, prior to any works commencing on site, and to keep in full force and effect until completion of all on-site and off-site construction and services set out herein, an irrevocable letter of credit or security deposit in the amount of \$1000.00 for on-site and off-site services, as set out in **Schedule C** to this

agreement, including but not limited to the cost of water services, sanitary services, stormwater management systems, surface treatments, landscaping, fencing, grading and similar elements, as applicable, and as per the approved plans, to ensure that all terms of this agreement are fulfilled and that the site is left in a safe and tidy condition.

- 11.2. The required amount of the letter of credit or security deposit may be increased by the Town at any time and at its sole discretion, as required to ensure the completion of all on-site and off-site services to the satisfaction of the Town. Upon notification by the Town of an increase in the required amount, the Owner agrees to immediately deposit the additional letter of credit or security deposit amounts with the Town.
- 11.3. All securities for the works contemplated herein shall be released after a one (1) year maintenance period following completion of the works. The exact dates of commencement and completion of the maintenance period shall be at the sole discretion of the Town.

12. DEVELOPMENT CHARGES

- 12.1. The Owner agrees to pay to the Town all applicable Development Charges in accordance with the current Town and Regional by-laws and policies, prior to the issuance of building permit.

13. GRADING

- 13.1. If any changes to grades are proposed, the Owner shall submit a grading plan for approval by the Director of Operations. Specifications and design shall be approved by the Director of Operations and subsequent plans shall be filed in the office of the Chief Building Official prior to the commencement of any site work.
- 13.2. The Owner agrees to construct and grade the lands in accordance with the plans certified by and filed in the office of the Director of Operations.
- 13.3. The grading plans shall require grades to be established and maintained which will ensure proper drainage without interference with or flooding of adjacent properties and will retain all stormwater as required under Section 2, Stormwater Management, of this agreement. Any deviation from such grades shall constitute a violation of this agreement.
- 13.4. Any change to any grading plans certified and approved pursuant to this agreement may require the submission of revised drawings prepared by an Ontario Land Surveyor or Professional Engineer and approved by the Director of Operations.

- 13.5. The Owner agrees to submit 'as constructed' grading plans for any changes to the existing grades to be approved by the Director of Operations and the Director of Community and Development Services.
- 13.6. Unless otherwise approved or required by the Director of Community and Development Services, the Owner agrees not to undertake any site alteration of the said lands until such time as a building permit is issued for the construction of the buildings contemplated herein on the lands.

14. ARCHAEOLOGICAL ASSESSMENT

- 14.1. Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport and the Owner's archaeology consultant shall be notified immediately. In the event that human remains are encountered during construction, the Owner shall immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services, the Ministry of Tourism, Culture and Sport and the Owner's archaeology consultant.

15. GENERAL

- 15.1. The Owner agrees that during the construction of development, the site will be kept in a reasonable tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris. The Owner shall keep all roads clear of obstruction and storage of construction materials.
- 15.2. That the owner dedicates the required road widening to the Regional Municipality of Niagara along the frontage of Regional Road 81 (York Road) to the satisfaction of the Niagara.
- 15.3. That the applicant restore the lands to be conveyed (i.e. widening) to current Regional road standards.
- 15.4. That prior to any construction taking place within the Regional Road 81 (York Road) road allowance, the owner shall obtain a Regional Construction Encroachment, Entrance, and Sign Permit from the Permits Section of the Niagara Region Transportation Services Division.
- 15.5. That the Owner agrees to obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the completion of the development.
- 15.6. That the owner shall apply and when approved enter into an Encroachment Agreement with the Regional Municipality of Niagara for the existing and proposed encroachments within the portions of lands

required to be dedicated as Part of Regional Road 81 (York Road) to the satisfaction of the Niagara.

- 15.7. If required under the Ontario Building Code, the Owner shall provide land surveys by an Ontario Land Surveyor, and ensure that all construction shall be carried out under the direction of a licensed architect or engineer. Evidence of this direction and control must be submitted to the Chief Building Official, prior to the issuance of a building permit.
- 15.8. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained, and this agreement may be pleaded as an estoppel against the Owner in any such proceedings. Each of the terms of this agreement is independent of the other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.
- 15.9. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the municipality, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the Municipal Act, R.S.O. 2001.
- 15.10. The Owner agrees that if construction has not been seriously commenced within six (6) months of the date of this agreement or where the construction is substantially suspended or discontinued for a period of more than one year, the Chief Building Official may revoke the building permit issued heretofore and not issue a new permit until such time as a new agreement has been entered into. This clause is inserted to protect the municipality from any change in its standards of service or any change in the requirements for municipal services relating to the capacity of any service, to service this or any other project.
- 15.11. The Owner agrees that all work authorized by this agreement shall be completed within two (2) years of the date of the execution of this agreement. If work has not commenced within two (2) years from the date of execution of this agreement, the Town reserves the right to deem this agreement null and void.

- 15.12. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to the discharge of stormwater from the lands.
- 15.13. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.
- 15.14. Prior to the release of any securities, the Owner agrees to pay any arrears of taxes outstanding against the lands.
- 15.15. The Owner agrees that there shall be no open burning of waste or construction materials unless specifically approved by the Fire Chief.
- 15.16. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, telephone and cable utilities.
- 15.17. The Owner shall be subject to all by-laws of the Town and shall abide by them.
- 15.18. Where the property is mortgaged, and the mortgagee signs this agreement, then in the event that the mortgagee exercises any rights to sale, possession or foreclosure, or takes any other steps to enforce his security in the lands described herein, then the mortgagee shall be bound by and subject to all the terms, conditions, rights and obligations enjoyed by or borne by the Owner and this agreement shall be read as if the terms 'mortgagee' were substituted for the word 'Owner' wherever it appears in this agreement.
- 15.19. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 15.20. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands.

Any notice given hereunder shall be sufficiently given and addressed to:

PATRICIA ELIZABETH BADHAM
1376 York Road
St. Davids, Ontario
L0S 1P0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
Per:

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD
We have the authority to bind the
Corporation.

OWNER:

PATRICIA ELIZABETH BADHAM

MERIDIAN CREDIT UNION LIMITED
Per:

I, _____, have
the authority to bind the Corporation.

SCHEDULE A
TO
SITE PLAN AGREEMENT

PIN: 46372-0205 (LT)

LEGAL DESCRIPTION:

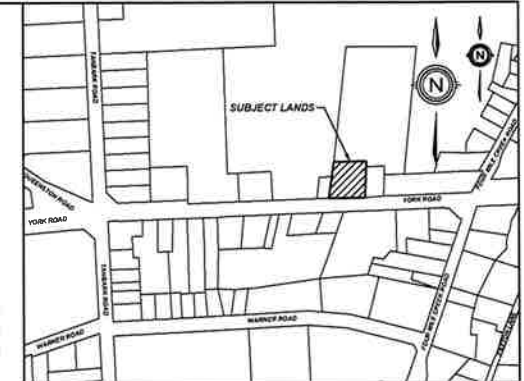
Part Township Lot 89 Niagara as in RO817542; NIAGARA-ON-THE-LAKE

SCHEDULE C
SECURITY DEPOSITS AND REQUIRED PAYMENTS

Item	Reference	Subject	Est. Cost	L of C	Cash
1.	11.1	Securities for Off-Site and On-Site Services - Landscaping			1000.00
Total					

NOTES:

1. Amounts noted are deposits, and any unused portion will be returned to the Owner upon completion of the works.



KEY PLAN
N.T.S.

LEGAL DESCRIPTION

PART OF LOT 89
GEOGRAPHICAL TOWNSHIP OF NIAGARA
IN THE TOWN OF NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA

LAND USE SCHEDULE

LAND USE	AREA (sq.m)	% COVERAGE
BUILDING AREA	315.163	12.49
DRIVEWAY / PARKING	491.714	19.49
LANDSCAPE AREA	1,716.331	68.02
TOTAL	2523.208	100.00

NUMBER OF UNITS = 6
DEVELOPABLE AREA = 0.2523 ha
DEVELOPABLE DENSITY = 23.78 units/ha

PARKING SINGLE DETACHED DWELLING = 2 / UNIT
PARKING COUNTRY INN = 1 / GUEST ROOM IN ADDITION TO OTHER USES IDENTIFIED HEREIN
= 6 ROOMS x 1 SPACE / ROOM
= 6 SPACES
REQUIRED TOTAL PARKING = 8 SPACES
PROVIDED TOTAL PARKING = 8 SPACES

ZONING MATRIX

RESIDENTIAL (R1) ZONE		
PERMITTED USES	REQUIRED	PROVIDED
MINIMUM LOT FRONTAGE	18.00 m	51.57 m
MINIMUM LOT AREA	688.00 sq.m	2523.21 sq.m
MINIMUM LOT COVERAGE	33.00 %	12.49 %
MINIMUM LANDSCAPED OPEN SPACE	30.00 %	68.02 %
MINIMUM FRONT YARD SETBACK	6.00 m	13.35 m
MINIMUM INTERIOR SIDE YARD SETBACK	1.50 m	2.64 m
MINIMUM REAR YARD SETBACK	7.50 m	9.84 m
MINIMUM INTERIOR SIDE YARD (PARKING)	1.00 m	1.00 m
MINIMUM FRONT YARD SETBACK TO GARAGE	8.50 m	41.44 m
MAXIMUM WIDTH OF GARAGE FACE	7.50 m	7.39 m
MINIMUM DWELLING FLOOR AREA	125.00 sq.m	315.16 sq.m
MINIMUM ACCESSORY BUILDING SETBACK	1.50 m	1.81 m
OUTDOOR AMENITY AREA MIN 120sq.m + 8sq.m FOR EACH RECREABLE EQUIPMENT SETBACK 3	162.00 sq.m	212.88 sq.m

NOTES:

- ALL EXISTING BUILDING, ACCESSORY BUILDING, PARKING, LANDSCAPING, FENCING, SIDEWALKS, PORCHES, AMENITY AREAS AND OTHER SITE FEATURES ARE EXISTING AND ARE PROPOSED TO REMAIN THE SAME FOR PURPOSES OF THE SITE PLAN AGREEMENT.
- SPRINKLERS TO BE INSTALLED IN COUNTRY INN TO PROVIDE FIRE PROTECTION.

OWNER'S NAME

OWNER'S SIGNATURE

TOWN OF NIAGARA-ON-THE-LAKE

LORD MAYOR

TOWN CLERK

Date

NO.	REVISION	DATE	INIT.
2	REVISED PER COMMENTS	2018-06-18	S.J.
1	SITE PLAN APPLICATION REVISIONS	2018-04-18	S.J.
0	ISSUED FOR SITE PLAN APPLICATION	2018-01-15	S.J.
#	REVISION	DATE	INIT.

NOTES:

- THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWER, AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
- PROPERTY LINES WERE PLOTTED USING REGISTERED PLANS AND BARS LOCATED IN THE FIELD. TO VERIFY THE ACCURACY OF THESE PROPERTY LINES, A LEGAL SURVEY SHOULD BE PERFORMED PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION MUST COMPLY WITH THE NIAGARA PENNSYLVANIA STANDARD CONTRACT DOCUMENT.

DRAFTING
S.J.
DESIGN
—
CHECKED BY
W.H.
APPROVED BY
W.H.



GREEN OAKS B&B
1376 YORK ROAD, ST. DAVIDS
TOWN OF NIAGARA-ON-THE-LAKE
SITE PLAN

CONSULTANT FILE No.	17133
DATE	2018-07-05
PRINTED	2018-07-05
SCALE	1:300 m
REF. No.	—
DWG. No.	17133-SP
REV.	2