THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 69-2018

“Being a by-law to adopt a Site Plan Agreement for
2518333 Ontario Inc.
Howick Mutual Insurance Company”

WHEREAS Section 5 of the Municipal Act, R.S.O. 2001, as amended, provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Council of the Corporation of the Municipality of Morris-Turnberry deems it expedient to enter into a Site Plan Agreement with 2518333 Ontario Inc.;

NOW THEREFORE Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the Revised Site Plan Agreement with 2518333 Ontario Inc., signed and executed on the 11th day of October, 2018, which is attached hereto, is hereby adopted.

2. That the Mayor and Clerk are hereby authorized to sign the Site Plan Agreement on behalf of the Municipality.

3. That this By-law takes effect upon the date of final passing and hereby revokes and rescinds By-law No. 116-2017.

Read a First and Second Time 16th day of October, 2018.

Read a Third Time and Finally Passed 16th day of October, 2018

Paul Gowing, Mayor

Nancy Michie, Clerk

I, Nancy Michie, Clerk of the Municipality of Morris-Turnberry, hereby certifies that this is a true copy of By-law No. 69-2018 for the Municipality of Morris-Turnberry, duly passed by Council on the 16th day of October, 2018.

Nancy Michie, Clerk
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

SITE PLAN AGREEMENT

between

2518333 Ontario Inc.
c/o: Howick Mutual Insurance Company

and

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated the 11th day of
October, 2018

The Corporation of the Municipality of Morris-Turnberry

41342 Morris Road
PO Box 310,
Brussels, ON N0G 1H0
THIS SITE PLAN AGREEMENT made in triplicate on the 11th day of October, 2018 A.D.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as the “Morris-Turnberry”)
OF THE FIRST PART

- and -
2518333 Ontario Inc.,
c/o: Howick Mutual Insurance Company
(hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Morris-Turnberry has designated lands within the municipality as areas under site plan control pursuant to Section 41 of the Planning Act.

AND WHEREAS the Owner desires to develop the subject lands in accordance with the plan attached hereto.

AND WHEREAS Morris-Turnberry require the Owner to enter into this Agreement as a condition of site plan approval.

NOW THEREFORE WITNESSETH THAT in consideration of other good and valuable consideration and the sum of two dollars ($2.00) paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Municipality covenant, declare and agree as follows:

SECTION 1 – LANDS TO BE BOUND

1.0 The Lands to be bound by the terms and conditions of the Agreement (“the Subject Lands”), are located in the Municipality of Morris-Turnberry, and are more particularly described in Schedule “A” attached hereto.

SECTION 2 – COMPONENTS OF THIS AGREEMENT

2.0 The text and the following Schedules appended to this Agreement constitute the components as follows:

Schedule “A” – Legal Description of the Subject Lands being developed
Schedule “B” – Revised Site Plan- dated October 9th, 2018
Schedule “C” – Lot Grading / Drainage Plan
Schedule “D” – Servicing and Erosion Control Plan
Schedule “E” – Technical Memorandum

SECTION 3 – REGISTRATION OF AGREEMENT

3.1 This Agreement shall be registered on title to the Subject Lands as provided for by Section 41 (10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the Owner;

3.2 The Owner agrees that all documents required herein shall be submitted in a form acceptable to the Municipality and suitable for registration as required.
SECTION 4 – BUILDING PERMITS

4.1 The Owner agrees not to request the Chief Building Official to issue a building permit to carry out the development until such time as this Agreement has been registered on title to the Subject Lands and a registered copy of same has been provided to the Municipality.

4.2 It is agreed that if the Owner fails to apply for a building permit to implement this agreement within twelve (12) months from the date upon which the building permit would be available, then Morris-Turnberry, at its option has the right to terminate said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION 5 – PROVISIONS TO THIS AGREEMENT

5.1 The Owner further covenants and agrees to develop the Subject Lands in accordance with the Site Plan attached as Schedule “B” and that no work will be performed on the Subject Lands except in conformity to all provisions of this Agreement.

5.2 The Owner shall provide a Lot Grading and Drainage Plan and a Storm Water Management Statement/ Report, and shall be addressing the lot grading and drainage to the satisfaction of the Municipality, pursuant to Schedule ‘C’, as attached hereto, to this agreement.

5.3 The owner agrees to develop the site plan in accordance with the following:
   • Surfacing: Entrance/exit driveways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).
   • Snow Removal: All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be removed from the subject property in a timely fashion or stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.
   • Lighting: Exterior and/or outdoor lighting provided with the use of the subject property shall occur in accordance with the approved lighting plan and shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.
   • Drainage: Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties and road right of ways.
   • Landscaping: The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
   • Signage: Any proposed signage must be designed in accordance with the County of Huron Signage By-law.
   • Fencing: There is no municipal requirement for fencing of the property.
   • Planting Strip: Installed and maintained, in accordance with the Morris-Turnberry Zoning By-law, Section 3.33
   • Entrance: The owner shall make application to the County of Huron, as required, to recognize the two existing entrances from Amberley Road.

5.4 Connection to the Water and Sewer Services-
The Owner agrees to terms for the Connection to the Water Services, as follows:
   • That the owner agrees to enter into a servicing agreement with the Township of North Huron for the provision of Municipal Services;
• That the Owner agrees to submit approved servicing/connection drawings to the Township of North Huron;
• That the Owner agrees to pay the required connection fees/insurance to the Township of North Huron, being $12,500.00 for the Water connection and $17,500.00 for the Sanitary Sewer connection.

5.5 The Owner acknowledges that should a fire hydrant be required on the property, pursuant to the Building Code Act, that the costs shall be borne by the Owner.

5.6 The Owner agrees to pay to Morris-Turnberry, the cost of its Municipal Solicitor and Municipal Engineer’s invoices for reviewing of plans and specifications, preparation of agreements and consultations for all work associated with the preparation and implementation of the site plan agreement.

SECTION 7 – BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

6.1 This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the Subject Lands.

6.2 The Owner further agrees to complete the items detailed on Schedule “B” and “C” and “D” and “E” to the satisfaction of the Municipalities within three (3) years of the date of registration of this Agreement.

6.3 Following completion of the works as evidenced in writing by the Municipality, the Owner shall maintain to the satisfaction of the Municipality, and at the sole expense of the Owner, all the facilities or works shown on Schedule “B” and “C” and “D” and “E”.

6.4 If the Owner fails to complete the items detailed on Schedule “B” and “C” and “D” and “E” within the prescribed time period, or fails to maintain them as set out above, Morris-Turnberry, its their servants, agents and contractors shall have the right to enter onto the Subject Lands after thirty (30) days of the last notice of mailing to the Owner, to complete such works as Morris-Turnberry deems necessary in its sole discretion, and all expenses incurred by North Huron in doing such work shall become a charge against the Subject Lands, and may be recovered by court action or in a like manner as taxes. The Owner agrees that Morris-Turnberry shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property for such actions or by reason of anything done or not done by or on behalf of Morris-Turnberry under the provisions of this Agreement.

6.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the Parties hereto.

6.6 The Agreement shall come into effect on the date of execution by the Municipality.

6.7 The Owner acknowledges that this Agreement is entered into under the provision of Section 41(7) (c) of the Planning Act, R.S.O., 1990, as amended.

6.7 Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the Owner: 2518333 Ontario Inc
c/o: Howick Mutual Insurance Company,
1091 Centre Street,
PO Box 148,
WROXETER, ON N0G 2X0

And

To the Municipality of Morris-Turnberry: The Corporation of the
Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310,
Brussels, ON N0G 1H0
Section 7  SECURITIES:

In order to protect the Municipality in respect of its liability for holdback of costs under Section 17 of the Construction Lien Act (Ontario), as amended, and to ensure due performance of all work required under this agreement, the Owner shall deposit with the Municipality prior to the issuance of a building permit, a deposit cheque, in the form and content satisfactory to the Municipality, in the amount of $10,000.00, which will be held on file until completion of the project, to the satisfaction of the Chief Building Official and municipal engineer. If an extension is required, a current deposit cheque in the amount of $10,000.00 must be submitted to the Municipality.

IN WITNESS WHEREOF the Owner, Morris-Turnberry have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED

2518333 Ontario Inc.
c/o: Howick Mutual Insurance Company

I, Kevin Inglis have the authority to bind the Corporation.
Kevin Inglis, President & CEO

And

The Corporation of the Municipality of Morris-Turnberry

I, Nancy Michie, have the authority to bind the Corporation.
Nancy Michie
Administrator Clerk-Treasurer
SCHEDULE “A”
LEGAL DESCRIPTION OF SUBJECT LANDS

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Part of PIN 41047-0062 (LT)
Part of Lot 9 Concession 1, as in R43397;
S/T Easement over Part 1, Plan 22R-4504 as in LT 5048;
Former Township of Turnberry
Municipality of Morris-Turnberry
SCHEDULE “B”
SITE PLAN

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.
# VILLAGE COMMERCIAL - HIGHWAY (VC2-15 & VC2-16)

<table>
<thead>
<tr>
<th>DETAIL</th>
<th>PROPOSED</th>
<th>EXISTING</th>
<th>TOTAL</th>
<th>REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT AREA</td>
<td>31148m²</td>
<td>31148m²</td>
<td>31148m²</td>
<td>31148m²</td>
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<tr>
<td>LOT FRONTAGE</td>
<td>257m</td>
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<td>SETBACK</td>
<td>762m</td>
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<td>762m</td>
<td>762m</td>
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<tr>
<td>SIDE YARD WIDTH</td>
<td>276m</td>
<td>276m</td>
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<td>276m</td>
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<tr>
<td>REAR YARD DEPTH</td>
<td>109.7m</td>
<td>109.7m</td>
<td>109.7m</td>
<td>109.7m</td>
</tr>
<tr>
<td>LOT COVERAGE</td>
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<td>0%</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>UNDERSIZED FLOOR AREA</td>
<td>261m²</td>
<td>261m²</td>
<td>261m²</td>
<td>261m²</td>
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<tr>
<td>UNDERGROUND STORAGE AREA</td>
<td>1261m²</td>
<td>1261m²</td>
<td>1261m²</td>
<td>1261m²</td>
</tr>
<tr>
<td>CROSS-PURPOSED USE (L. L. GANG)</td>
<td>19.5m²</td>
<td>19.5m²</td>
<td>19.5m²</td>
<td>19.5m²</td>
</tr>
<tr>
<td>NO. OF PARKING SPACES</td>
<td>25</td>
<td>25</td>
<td>25</td>
<td>25</td>
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<tr>
<td>NO. OF ACCESSIBLE SPACES</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
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<tr>
<td>DRIVEWAY WIDTH AT PROPERTY LINE</td>
<td>7.6m</td>
<td>7.6m</td>
<td>7.6m</td>
<td>7.6m</td>
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<tr>
<td>LOADING SPACES</td>
<td>4.5m</td>
<td>4.5m</td>
<td>4.5m</td>
<td>4.5m</td>
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</tbody>
</table>

**LEGEND**

- = No requirement

**TOTAL**

- 700%

**REQUIRED**

- 31148m²
- 25m
- 10m
- 7.6m
- 4.5m

**NOT REQUIRED VC2-16**

- MAX 9m
SCHEDULE “C”
Lot Grading Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.
SCHEDULE “D”
Servicing and Erosion Control Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.
Technical Memorandum

Date: November 23, 2017  Project No.: 300039402.1000

Project Name: Howick Mutual Insurance - Lot Grading and Drainage Plan

Client Name: Domm Construction Ltd.

Submitted By: Elise Bryant, EIT

Reviewed By: Jeremy Taylor, P. Eng.

R.J. Burnside & Associates Limited (Burnside) was retained by Domm Construction Ltd. to provide support during the Site Plan Application process and to prepare associated civil drawings, as required by the Municipality, for the development of the Howick Mutual Insurance site. Following the pre-consultation meeting on November 6, 2017, the Municipality requested that a stormwater management memo be submitted with the Site Plan Application for review by the Municipality’s Engineer. As part of the stormwater management memo, Burnside was asked to quantify the pre- and post-development flows generated by the proposed development.

The Rational Method was used to determine the peak flow rate for the pre- and post-development conditions for the site. The property is located at 40592 Amberley Road, in the Municipality of Morris-Turnberry, and was formerly the Turnberry Central Public School. The following assumptions were used in determining the flows for each condition:

- Calculations were performed for a 5-year storm event with a fifteen (15) minute time of concentration (Tc).
- Rainfall intensity data was determined by using the Intensity-Duration-Frequency (IDF) values used for the Rational Method calculation obtained from the MTO IDF tool for the site, available online. ([http://www.mto.gov.on.ca/IDF_Curves/results_out.shtml?coordinats=43.87345,-81.297947](http://www.mto.gov.on.ca/IDF_Curves/results_out.shtml?coordinats=43.87345,-81.297947))
- Based on topographic data supplied by D. Culbert (July 13, 2010 - Plan No. 8-GL-0861) the total area of the site draining south to Amberley Road was 18,708m², which was approximately 60% of the site. The remaining 40% of the site drains northeast.

Following review of the site, it was determined that the north portion of the property has been assessed into “B” Drain and Main Drain Open for the Henderson Municipal Drain (1977 Gamsby and Mannerow Limited Report) while the south part of the property has been assessed into the
Black Hall Municipal Drain (1999 Maitland Engineering Services Ltd. Report). The proposed developed part of the property is the south portion that drains south to the Amberley Road (County Road 86) ditch, which then outlets to the Black Hall Municipal Drain. The site grading proposes to maintain similar watershed boundaries into the Black Hall Municipal Drain and the Henderson Municipal Drain. Since the development proposed is primarily on the south portion of the property, only the flows to Amberley Road have been considered in the Rational Method calculations.

In order to determine the weighted runoff coefficient for pre- and post-development conditions, the following land use coefficients and areas were used:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Coefficient</th>
<th>Pre-Dev. Area (m²)</th>
<th>Post-Dev. Area (m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof</td>
<td>0.95</td>
<td>1,610</td>
<td>1,280</td>
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<tr>
<td>Sheds</td>
<td>0.95</td>
<td>26</td>
<td>0</td>
</tr>
<tr>
<td>Asphalt and Concrete</td>
<td>0.90</td>
<td>3,944</td>
<td>3,522</td>
</tr>
<tr>
<td>Gravel</td>
<td>0.80</td>
<td>177</td>
<td>0</td>
</tr>
<tr>
<td>Lawn/Grass</td>
<td>0.15</td>
<td>12,951</td>
<td>13,906</td>
</tr>
</tbody>
</table>

Using the above coefficients and areas, it was determined that the weighted runoff coefficients for pre- and post-development were 0.38 and 0.35, respectively. The Rational Method was then used to calculate the peak runoff flows for each condition. Based on the above assumptions, it was found that the pre-development peak runoff flow to Amberley Road for a 5-year storm event was 158 L/s. The post-development peak runoff flow was found to be 145 L/s, a decrease of 13 L/s or approximately 8% percent from the pre-development condition. Therefore the post-development flows are estimated to be less than the pre-development flows generated from the former Turnberry Central Public School. To manage the post-development stormwater flows, overland sheet flow and grassed swales are proposed.

R.J. Burnside & Associates Limited

Elise Bryant, EIT, EIT
Engineer Assistant
ECB/JCT:js

Jeremy Taylor, P. Eng.
Project Engineer

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