

SITE PLAN AGREEMENT

THIS AGREEMENT made this 21st day of September, 2020.

BETWEEN

THE CORPORATION OF THE TOWN OF BLIND RIVER

(Hereinafter called "the MUNICIPALITY")

-AND-

Erik Carlson and Angela Carlson

(Hereinafter called "the OWNER")

WHEREAS the Owner(s) has applied for site plan approval on lands herein described in Section 2 of this Agreement;

AND WHEREAS authority is granted pursuant to Section 41(7) (c) of the Planning Act to enter into agreements imposed as a condition to the approval of development;

AND WHEREAS the Owner(s) warrants that he/she is the Owner(s) of the lands described in Section 2 of this Agreement;

AND WHEREAS the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner(s) as a condition to the approval of the development of the subject lands;

NOW THIS AGREEMENT WITNESSETH that in consideration of the approval by Council of the Site Plan Drawings and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

1. DEFINITIONS:

In this Agreement:

Chief Building Official shall mean the Chief Building Official of the Town of Blind River as appointed under the Building Code Act;

Clerk/Administrator shall mean the clerk/administrator of the Town of Blind River;

Council shall mean the (elected) Council of the Town of Blind River;

Owner includes an individual, an association, a partnership or a corporation or contractor carrying out any works for the Owner.

Municipality shall mean the Corporation of the Town of Blind River.

2. LANDS AFFECTED:

The lands affected by this Agreement are located at 3 Pine Drive, being Lots 21 and 22, Plan 1M512, formerly Cobden Township now Town of Blind River in the District of Algoma as shown on Schedule "A" attached hereto and forming part of this Agreement

3. SCHEDULES TO THE AGREEMENT:

The following Schedules are attached to and form part of this Agreement:

Schedule "A" - Description of Lands

Schedule "B" - Security for Works

Schedule "C" - Site Plan Drawing(s)

Schedule "D" - Grants of Easement and Other Public Lands

Schedule "E" - Municipal Conditions

4. SCOPE OF WORK AND ADMINISTRATION:

- A. The Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement.
- B. The Owner covenants and agrees to construct and install all of the works, or maintain the lands in their natural and existing state, as the case may be and as more particularly set out in this Agreement.
- C. If the Owner improperly performs the work or abandons any part of the work before its completion, or unreasonably delays the work so that the conditions of this Agreement are being violated, or fails to carry out maintenance or repairs required by this Agreement, then in any such case the Clerk/Administrator shall promptly notify the Owner in writing of such default, failure, delay or neglect, and if such default, failure, delay or neglect continues for fifteen (15) clear days after such notice then in that case the Municipality shall thereupon have full authority and power to immediately complete the work in accordance with good engineering or landscaping practice at the Owner's expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.
- D. The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.
- E. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".

5. OTHER APPROVALS:

Prior to the commencement of any construction, the Owner shall at its own cost obtain all other permits and approvals required by any other agency or authority having jurisdiction. The Owner further covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

6. SITE PLAN DRAWING:

The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, extend, install, maintain, reinstate, restore or retain all buildings, structures, other works and landscaping in compliance with the site plan drawing as set out in Schedule "C" and all other terms of this Agreement.

7. ROADS, CULVERTS, STREET LIGHTS:

The Owner shall construct all roads, culverts, street lights including access driveways, in the development in accordance with the specifications as set out by the Municipality in Schedule "E" to this Agreement.

8. SEWAGE DISPOSAL:

- A. The Owner agrees to comply with the *Ontario Building Code* with respect to the installation and operation a sewage disposal system. The Owner agrees that no part of any existing sewage disposal system shall be modified or changed or relocated without the approval of Algoma Public Health including any filter bed, mantle or septic tank, or composting toilet.
- B. In the event a conventional sewage disposal system is installed (i.e. Class IV), the Owner agrees to contract with a licensed sewage hauler for the regular pump-out of the septic tank and shall provide proof of such contract upon demand by the Municipality. The Owner agrees to maintain the sewage disposal system by keeping shrubs and trees away from the leaching or filter bed and by maintaining a continuous grass cover over the entire leaching or filter bed. The Owner agrees that that there shall be no gardening permitted on top of the leaching or filter bed and that the leaching or filter bed shall not be used for the storage or traversing of vehicles or the construction of any buildings or structures.
- C. The Owner agrees to maintain any sewage disposal system and its components in accordance with any manufacturer's standards or warranty requirements .
- D. The Owner shall construct, install or maintain the sewage disposal system in compliance with the applicable specifications as set out by the Municipality in Schedule "E" to this Agreement.

9. WATER SUPPLY:

- A. The Owner agrees to comply with the requirements of the *Ontario Building Code* for the provision of a potable water supply and to the satisfaction of Algoma Public Health and the Chief Building Official of the Municipality. The Owner agrees that any future well to be constructed on the property shall be drilled by a licensed well driller and further that the construction of the well shall comply with *Ontario Regulation 903*, as amended. The Owner agrees to construct any future water line that draws potable water from a lake, river or stream shall be constructed to the requirements of the Ontario Building Code.
- B. The Owner agrees to maintain any water well in good working order by ensuring that surface drainage is directed away from the well casing, that the sanitary seal and well cap are securely in place and watertight, that the well cap is at least 30 cm [12 in] above the finished grade, that all joints, connections or cracks in the well casing area sealed and that the well pump, filter system and distribution systems are maintained in good working order. The Owner agrees that in the event that the well is permanently abandoned that arrangements shall be made for the decommissioning thereof.
- C. The Owner shall construct, install or maintain the water supply system in compliance with the applicable specifications as set out by the Municipality in Schedule "E" to this Agreement.

10. DRAINAGE AND SITE ALTERATION:

- A. The Owner(s) covenants and agrees to construct and install drainage and/or storm water works in accordance with the plans set out in Schedule "E" to this Agreement, when required.
- B. No contouring, grading, filling, cutting, site alteration, or changes to elevation shall be undertaken except in conformity to an approved drainage plan.
- C. No filling, dredging or other alteration (construction of docks, boathouses, retaining walls, erosion control or sedimentation control works) of the bed or shoreline of the Blind River shall be undertaken without the prior review and written authorization of the Algoma Public Health, Ministry of Natural Resources and Forestry and/or the Department of Fisheries and Oceans or their authorized agent and the Town of Blind River and any proposed alterations deemed harmful or destroys fish habitat, shall not be permitted.
- D. The Owner shall construct, install or maintain the drainage and storm water facilities in compliance with the applicable specifications as set out by the Municipality in Schedule "E" to this Agreement.

11. LANDSCAPING AND ENVIRONMENTAL CONSERVATION:

The Owner agrees to preserve any existing vegetation buffer along the shoreline of the Blind River in its natural state. Selective cutting shall be permitted to remove diseased, dying and dead trees or to thin trees as a means to promote more dense and healthy growth. This Agreement shall not be deemed to prohibit the Owner from planting additional trees or other vegetation on the property including the vegetation buffer areas or to replace tree stock or other vegetation that has died. The Owner agrees that only healthy native species shall be used for replanting or reinstatement. Limited cutting of the existing mature trees on the property shall be permitted to retain denser and healthy vegetation growth. The shoreline and riparian zone shall be left in its natural state except where interrupted by an access corridor to the water body.

The Owner shall construct, install or maintain landscaping and the vegetative buffer in compliance with any additional specifications as set out by the Municipality in Schedule "E" to this Agreement.

12. DOCKS:

Docks shall be constructed of environmentally friendly materials. The Owner agrees that used railway ties, polystyrene Styrofoam or toxic preservatives shall not be used in the construction of a dock or shoreline structure and that if drums or other containers are used, that the former contents are environmentally friendly (i.e. exclude petroleum, paint and/or acid). Docks which may harm or destroy fish habitat are prohibited. The Owner agrees that any crib designed to support a dock which exceeds 15 m² [161.5 sq.ft.] shall require prior approval of the Ministry of Natural Resources and Forestry. The Owner agrees that no dock shall be constructed which contravenes other regulations which may create a hazard to navigation nor which contravenes the requirements of the Zoning By-Law.

13. ZONING AND BUILDING RESTRICTIONS:

The Municipality shall regulate by by-law the zoning of and the building standards in all areas where applicable within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply at all times, including during construction if so directed by the Chief Building Official, with the Zoning By-law, as amended and any building by-law. It is understood by the Owner that no further development shall be permitted on the lands subject to this Agreement; however, the zoning by-law shall not be deemed to limit the Owner from repairing or reconstructing a building on an existing building footprint provided that any repair or reconstruction complies with the *Ontario Building Code*.

14. BUILDING PERMITS – DEFAULT:

Pursuant to the *Building Code Act*, the Owner agrees that building permits may be withheld or the issue of them stopped, if the Owner, in the opinion of the Chief Building Official is in default under this Agreement, until such time as such default can be rectified.

15. INDEMNITY:

The Owner(s) on behalf of itself, its successors and assigns entitled hereto covenants and agrees to indemnify and save harmless the Municipality from all actions, causes of action, duties, claims or demands whatsoever which arise directly or by reason of the development of the lands governed by this Agreement including the construction and maintenance of any works.

16. NOTICES:

Any notices required to be given hereunder may be given by registered mail addressed in the case of the Municipality to:

Clerk/Administrator
Town of Blind River
11 Hudson Street
BLIND RIVER ON POR 1B0

And in the case of the Owner to:

Erik Carlson and Angela Carlson
PO Box 508
Blind River, ON, P0R 1B0

and shall be effective as of the date of deposit thereof in the post offices or such notice may be sent personally upon the appropriate officer of either party hereto.

17. SUBSEQUENT PARTIES:

This Agreement shall be binding upon the parties hereto their respective heirs, executors, administrators, successors and assigns.

18. REGISTRATION OF AGREEMENT:

The Owner consents to the registration by the Municipality at the Owner's expense of this Agreement against the title to the Owner's lands and, in accordance with s. 41(10) of the Planning Act, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.

19. RIGHT TO ENTER AND INSPECTION OF WORKS:

The Owner(s) agree(s) to carry out the works in accordance with the terms and conditions specified herein. In default of the Owner(s) completing the works as required herein and in addition to any other remedy, the Owner(s) hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to complete the works at the Owner(s)' expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.

20. MUNICIPAL FEES:

The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the works.

21. FINANCIAL SECURITY:

Before this Agreement is executed by the Municipality, the Owner shall deposit with the Municipality a sufficient sum in cash or an irrevocable letter of credit or other financial security acceptable to the Council and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B". If such letters of credit or other financial security contains an expiry or termination date, then, until the final acceptance of the works by Council, the Owner shall continue to redeposit new irrevocable letters of credit or financial security in the same manner as provided in the preamble of this clause until the final acceptance of the works by Council.

22. DEFAULTS AND RELEASE OF SECURITY:

After having first notified the Owner, the Municipality may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "B" thereof to pay the cost of any work that the Municipality deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Municipality deems necessary, shall be held by the Municipality until final acceptance of the works, except where any part is used pursuant to this clause, provided that where a financial security is made pursuant to Schedule "B" hereof, the Clerk/Administrator may recommend the reduction of such financial security from time to time as works are completed, it being understood that up to fifteen (15%) percent of such financial security is designed to cover maintenance and warranty commitments.

23. SEVERABILITY:

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

24. INTERPRETATION:

All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.

25. LAPSING OF AGREEMENT:

Notwithstanding any other provision to the contrary, this Agreement shall, at the option of the Municipality, lapse and be of no further force and effect if the building permit expires or is revoked, or if construction of the building shown on the Site Plan Drawings is not commenced within two years of the date of this Agreement.

26. ARBITRATION:

Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

WITNESS the signature and seal of the parties hereto.

THE CORPORATION OF THE TOWN OF BLIND RIVER

Mayor

CAO/Clerk

-AND-

Owner

Witness

Owner

Witness

THIS AGREEMENT IS AUTHORIZED BY BY-LAW NO. 20-37 DATED THIS 21st DAY OF September, 2020.

Schedule "A"

LANDS AFFECTED BY THIS AGREEMENT

57-38-000-018-160-45
3 Pine Drive
formerly Cobden Township, now in the Town of Blind River
District of Algoma

Schedule "B"

NOT APPLICABLE TO THIS APPLICATION

ESTIMATED COST OF WORKS AND/OR FINANCIAL SECURITY

Road Services

Roads	\$	n/a
Culverts	\$	n/a
Street Lights	\$	n/a
Sewage Disposal	\$	n/a
Water Supply	\$	n/a
Drainage and Storm-water facilities including swales/ditches	\$	n/a
Landscaping	\$	n/a

Total Cost

In accordance with clause 21 of this Agreement, the Owner shall deposit with the Treasurer of the Municipality at the time of entering this Agreement cash or a letter of credit in the amount of \$ 0.00 as security for the performance of the Owner's obligations under this Agreement.

Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this Agreement and the performance by the Owner of all other obligations under this Agreement, the security or any balance thereof remaining shall be returned without interest to the Owner.

Schedule "C"

SITE PLAN DRAWINGS

Schedule "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

Not applicable to subject property.

Schedule "E"

SPECIFICATIONS

1. Roads, Culverts, Street Lights

N/A:

2. Sewage Works

All plans and specifications for any new sewage works or alterations to any existing sewage works shall be prepared in accordance with the applicable requirements of the *Ontario Building Code*.

3. Water Works

All plans and specifications for any drilled well shall be prepared in accordance with the applicable requirements of *Ontario Regulation 903* as amended unless otherwise specified and agreed to be the municipality.

4. Drainage, Grade Control and Storm-water Facilities

The Owner(s) agrees that the alteration to the current drainage pattern will be as identified on Schedule "C" of this agreement.

(Note: water discharge into a natural water body may be subject to approval of the Department of Fisheries and Oceans Canada.)

5. Landscaping

Landscaping Plan: see Section 11 of this Agreement.