

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
SUPPLEMENTARY MEETING AGENDA OF COUNCIL
MAY 8, 2017 @ 7:00 P.M. 2:00 P.M.
PLUME ROOM, MOUNT FOREST & DISTRICT SPORTS COMPLEX**

**PAGE
NUMBER**

ITEMS FOR CONSIDERATION

5. PLANNING

- a. SPA 01-17 Site Plan Agreement for Sharon Farms & Enterprises Limited (Saugeen Valley Nursing Centre)

BY-LAWS

- a. By-law Number 038-17 being a by-law to enter into a Site Plan Agreement with Sharon Farms & Enterprises Limited (Saugeen Valley Nursing Centre) and the Township of Wellington North



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Plan to
Simply Explore.

www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF MAY 8, 2017**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: SPA 01-17 SITE PLAN AGREEMENT FOR
SHARON FARMS & ENTERPRISES LIMITED
(SAUGEEN VALLEY NURSING CENTRE)**

RECOMMENDATION

THAT Report SPA 01-17 being a site plan agreement for Sharon Farms & Enterprises Limited (Saugeen Valley Nursing Centre) be received;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to enter into the site plan agreement with Sharon Farms & Enterprises Limited (Saugeen Valley Nursing Centre);

AND FURTHER THAT the Mayor and CAO be authorized to execute the Site Plan Agreement with Sharon Farms & Enterprises Limited (Saugeen Valley Nursing Centre).

PREVIOUS REPORTS PERTINENT TO THIS MATTER

NONE.

BACKGROUND

Sharon Farms & Enterprises Limited known as Saugeen Valley Nursing Centre is the owner of the land located at 720 Princess Street. The Owner has applied for Site Plan Approval from the Township to construct a three storey, 96 bed Nursing Home, parking lot and future 15 townhouse rental units on the lands. This new facility will replace the existing building located on the corner at 645 Dublin Street.

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices and has received or agreed to receive approval from other applicable agencies such as MOECC.

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

This report does not directly relate to the implementation of the Township of Wellington North Strategic Plan.

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

Which pillars does this report support?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Community Growth Plan | <input type="checkbox"/> Community Service Review |
| <input type="checkbox"/> Human Resource Plan | <input type="checkbox"/> Corporate Communication Plan |
| <input type="checkbox"/> Brand and Identity | <input type="checkbox"/> Positive Healthy Work Environment |
| <input type="checkbox"/> Strategic Partnerships | <input type="checkbox"/> None |

PREPARED BY:	RECOMMENDED BY:
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Mike Givens

DARREN JONES CHIEF BUILDING OFFICIAL	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 038-17

**BEING A BY-LAW TO ENTER INTO A SITE PLAN AGREEMENT
WITH SHARON FARMS & ENTERPRISES LIMITED (SAUGEEN
VALLEY NURSING CENTRE) AND THE TOWNSHIP OF
WELLINGTON NORTH**

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with Sharon Farms & Enterprises Limited for a Site Plan as set out in the agreement attached hereto as Schedule "A".
2. That the Mayor and the CAO are hereby authorized and directed to execute the said site servicing agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 8th DAY OF MAY, 2017.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**BY-LAW NUMBER 038-17
SCHEDULE "A"**

Site Plan Agreement

THIS AGREEMENT made this day of May, 2017.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")
OF THE FIRST PART

-and-

SHARON FARMS & ENTERPRISES LIMITED
(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as Part of Park Lots 6 & 7 S/S Princess St, Mount Forest PTS 2 & 7, 61R20989; subject to an easement in gross as in WC360765; subject to an easement in gross as in WC468079; together with an easement over PT Lot 10 PL 414 PT 3, 61R20769 as in WC206776; together with an easement over Wellington Standard Condominium Plan No. 231 PTS 3, 5, 6, 9, 10, 11 & 13, 61R20989 as in WC492979; Township of Wellington North, in The County of Wellington having Property Identifier Number 71054-0180 (LT).

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule "A" attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably

acknowledge, the parties agree as follows that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.
5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.

9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
 - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Two Million (\$2,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of three (3) years from the date of issuance of a building permit, or within three (3) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said three year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

- 13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after a professional engineer or architect has given Wellington North, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect

14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
 - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;.
 - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
 - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO, and the provisions of this Agreement shall apply to such security with respect to such phase(s);
 - (d) that the provisions of this Agreement shall apply to all such phases.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all

other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.

19. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this day of May, 2017.

NORTH

**THE CORPORATION OF
THE TOWNSHIP OF WELLINGTON**

Per:

Andrew Lennox – Mayor

Michael Givens – Chief Administrative Officer

We have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this day of May, 2017.

SHARON FARMS & ENTERPRISES LIMITED

Per:

Peter Schlegel – President

Amy Schlegel – Secretary

We have authority to bind the corporation.

SCHEDULE "A"

Approved Plan and Drawings

Dwg No.	Description	Author	Revision Date
A1.01	Overall Site Plan	Cornerstone Architecture Inc.	2017-03-23
A1.02	Detailed Site Plan	Cornerstone Architecture Inc.	2017-03-23
A1.03	Site Plan Details	Cornerstone Architecture Inc.	2017-03-23
SE1	Site Preparation and Sediment and Erosion Control	Development Engineering Ltd.	2017-03-23
SE2	Site Servicing	Development Engineering Ltd.	2017-03-23
SE3	Site Grading	Development Engineering Ltd.	2017-03-23
SE4	General Notes	Development Engineering Ltd.	2017-03-23
SE5	Construction Details	Development Engineering Ltd.	2017-03-23
SE6	Cross Section	Development Engineering Ltd.	2017-03-23
L-1	Landscape Plan	Ron Koudys Landscape Architects Inc	2017-03-23
L-2	Landscape Details	Ron Koudys Landscape Architects Inc	2017-03-23
E1.01	Electrical Legend, Abbreviations, and Drawing List	Chorley + Bisset Consulting Engineers	2017-03-23
E1.02	Electrical Schedules	Chorley + Bisset Consulting Engineers	2017-03-23
E1.03	Site Plan Electrical	Chorley + Bisset Consulting Engineers	2017-03-23
E1.04	Site Details	Chorley + Bisset Consulting Engineers	2017-03-23
N/A	Stormwater Management Report	Development Engineering Ltd.	2016-11-22
SK-SE3-01	SE3 – SPA Amendment Sketch	Development Engineering Ltd.	2017-05-17
SK-SE2-01	SE2 – SPA Amendment Sketch	Development Engineering Ltd.	2017-05-17
SK-SE1-01	SE1 – SPA Amendment Sketch	Development Engineering Ltd.	2017-05-17
SK-SE6-01	SE6 – SPA Amendment Sketch	Development Engineering Ltd.	2017-05-17

SCHEDULE "B"

Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

1. The Owner shall, to the satisfaction of the Township, obtain all required approvals and certificates from the Ministry of the Environment and Climate Change in regard to the storm water management and off-site shared sanitary sewer and the Township may prohibit occupancy of the proposed buildings until such time as these requirements have been satisfied.