

Site Plan Approval

The Municipality of Brockton has created a site plan approval guide for the East Ridge Business Park. All new projects and developments must be approved by the Municipal Council before building permits are issued.

A Site Plan Agreement ensures that development is:

- ◆ safe, functional and attractive
- ◆ creates a positive image
- ◆ efficient and cost effective
- ◆ considers the rights and concerns of neighbours and minimizes impacts
- ◆ has adequate municipal services

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Required Elements of a Site Plan:

Site plans should be prepared by a qualified planner, professional engineer, architect or landscape architect. Site plans lacking professional content may take longer to process and may not achieve all the benefits of site plan approval.

Every site plan must be drawn to scale (metric preferred) and must show:

- ◆ property lines & dimensions
- ◆ adjoining streets & services from the building to the street (sanitary & storm sewer, water, electrical, telephone, gas)
- ◆ building locations and setbacks
- ◆ parking lot, driveway and loading area locations, layout and specifications
- ◆ finished floor elevations
- ◆ existing and proposed site grades (tied to a geodetic benchmark), conforming to approved lot grading plan in place for the park
- ◆ landscaping details, including fencing, sidewalks, trees & shrubs, curbs, etc.
- ◆ exterior lighting details
- ◆ sign locations
- ◆ garbage storage facilities
- ◆ easements & land dedications
- ◆ details on adjoining properties may be required.
- ◆ the Municipal and Bruce County Planning Department Staff can provide assistance in layout and design during site plan preparation
- ◆ Engineering staff can provide detailed engineering standards for site plans. Grading and drainage plans must be certified by a professional engineer

Timing to Obtain Site Plan Approval:

After submission, it normally takes about three weeks to review typical site plans before a site plan agreement can receive final approval. Timing can vary depending on the complexity of the development and quality of the site plan.

The Approval Process:

Step 1: *Preliminary Investigation*

Discuss your development ideas with the municipal staff (zoning, design criteria, servicing, etc.) and obtain a copy of the standard site plan agreement from the Municipality.

Step 2: Preparation of Draft Site Plan

Based on your preliminary investigation, prepare a draft site plan incorporating all elements required by the Municipality. Submit the site plan agreement along with the draft site plan for preliminary comments.

Step 3: Submission of Site Plan Agreement for Approval

Submit the final site plan application to the Municipal Zoning and Planning Department including:

- ◆ The completed application form
- ◆ Any fees required as per the site plan agreement
- ◆ Six copies of the site plan
- ◆ Building elevations (for larger projects)

For complex developments or difficult sites, the following may also be required by the Municipality:

- ◆ Soil or slope stability studies
- ◆ Flood plain mapping
- ◆ Traffic counts & traffic impact studies
- ◆ Servicing capacity analysis
- ◆ Environmental Assessment Reports (such as noise, hazardous waste or air pollution)

Step 4: Review of Site Plan Application

The site plan application is reviewed by the Municipal Zoning and Planning Department Staff and the Building Inspector to ensure the project meets all zoning and development requirements; if acceptable, the plan is circulated to the following agencies for detailed review:

- ◆ Engineering Department considers lot grading & drainage, traffic movement, sanitary & storm servicing, environmental issues
- ◆ VEOLIA considers water services
- ◆ The Electrical Service provider (Westario or Hydro One) considers electrical services
- ◆ The Planning & Zoning Department considers site layout, landscaping, lighting & garbage storage, parking layouts, impact upon adjoining properties, etc.

The Plan may also be circulated to the following agencies:

- ◆ The Fire Department considers fire routes, fire hydrants & emergency access
- ◆ The Police Department considers public safety & security
- ◆ The Saugeen Valley Conservation Authority considers erosion impacts & nearby water courses

These reviews ensure:

- ◆ Municipal sanitary & storm sewer systems, water & electrical services can adequately service the project
 - ◆ Site drainage is appropriate & will not impact adjoining lands
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- ◆ Costs and fees for using or connecting to municipal services (i.e. sanitary sewer and water connections) are identified & collected
- ◆ Vehicular & pedestrian access is adequate for safe & convenient use
- ◆ Parking is available & accessible
- ◆ Access for handicapped persons is provided
- ◆ Garbage storage is provided
- ◆ Lighting is adequate & does not impact unreasonably on adjoining lands
- ◆ Loading areas are provided
- ◆ Environmental impacts are mitigated
- ◆ Driveways are located to avoid unsafe turning movements & poor sight lines
- ◆ Proper access for fire & emergency vehicles will be assured
- ◆ Landscaping will be appropriate & integrate with adjoining lands
- ◆ Easements & land dedications required by the Municipality (such as road widening & storm water management) are identified

Step 5: *Finalize Site Plan*

When all agency information is received, you are advised of any recommended changes to the site plan; once necessary changes are made, the site plan is submitted to Municipal Council for approval.

Step 6: *Municipal Council*

The site plan agreement with the approved site plan attached is submitted to Council for approval by by-law.

Step 7: *Conditions of Approval*

Conditions as contained in the site plan agreement must be met before work can begin.

Step 8: *Construct the Project*

Once all conditions to the site plan agreement have been met, a building permit can be issued and work can begin. You must obtain authorization from the Municipal Zoning and Planning Department to change any requirements of the site plan agreement.

Step 9: *Completion of the Project*

Once the project is completed as required by the site plan agreement, you should request a Final Inspection from the Municipality to confirm that the project has been completed acceptably.

For more information about the Municipality of Brockton, please visit the website at:
www.brockton.ca

Municipality of Brockton

100 Scott Street, PO Box 68,
Walkerton, ON, N0G 2V0

Phone: (519) 881-2223

Fax: (519) 881-2991

Toll Free: 1-877-885-8084

Email: info@brockton.ca

Walkerton & District Chamber of Commerce

101 Durham Street, PO Box 1344,
Walkerton, ON, N0G 2V0

Phone: (519) 881-3413

Fax: (519) 881-4009

Toll Free: 1-888-820-9291

Email: chamberinfo@wightman.ca

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON
BY-LAW # 2003-18**

BEING A BY-LAW TO ADOPT A STANDARD SITE PLAN AGREEMENT TO BE USED FOR DEVELOPMENT OF THE EAST RIDGE BUSINESS PARK WITHIN THE LIMITS OF THE FORMER TOWN OF WALKERTON.

WHEREAS by resolution dated January 28th, 2003, the Brockton Economic Development has recommended that the revised Site Plan Agreement for the East Ridge Business Park be adopted by Brockton Council.

AND WHEREAS the Corporation has been approached by individuals wishing to undertake various developments upon property located in the East Ridge Business Park within the former Town of Walkerton.

AND WHEREAS subsection 7 of the said Section 41 of the Planning Act (as amended) authorizes the Corporation to require the owner of the subject lands to enter into an agreement with the Corporation formalizing the nature, scope and details of the development on said subject lands.

AND WHEREAS the Council of the Corporation of the Municipality of Brockton is in favour of making use of the Site Plan Control provisions contained within Section 41, subsection (7) of the Planning Act RSO 1990, as amended, for these new developments.

NOW THEREFORE the Council of the Corporation of the Municipality of Brockton **ENACTS AS FOLLOWS:**

1. Definitions:
For purposes of this by-law and the requirements of any Site Plan Agreements approved hereunder;

"Building or Structure" shall **include** any addition, building or structure in the East Ridge Business Park.

"Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out of sites for the location of three or more trailers as defined section 168(1) of the Municipal Act, S.O. 2001, c.25 (as amended).
2. That a version of the existing Standard Site Plan Agreement be prepared and attached hereto as Schedule "A" and shall form an integral part of this by-law.
3. That the owner of any development as defined in this by-law be required to enter into a Site Plan Agreement with the Corporation and this agreement shall be in the form of Schedule "A" as attached to this by-law.
4. That the Standard Site Plan Agreement may be varied as required for each specific development provided the intent of the agreement attached as Schedule "A" to this by-law is maintained.
5. That the Mayor and Clerk be and are hereby authorized to sign and execute this by-law and any other documentation associated therewith.
6. By-Law #2001-68 is hereby rescinded.

READ A FIRST AND SECOND TIME this 10th DAY OF MARCH, 2003.

Original Signed By
MAYOR – David Thomson

Original Signed By
CAO/CLERK – Richard Radford

READ A THIRD AND FINAL TIME this 10th DAY OF MARCH, 2003.

Original Signed By
MAYOR – David Thomson

Original Signed By
CAO/CLERK – Richard Radford

Schedule “A” to By-Law #2003-18

This Agreement made in triplicate the 10th day of March, 2003 and referred to as the Standard “Site Plan Agreement” for the East Ridge Business Park.

BETWEEN:

-and- hereinafter referred to as the “Owner”
The Corporation of the Municipality of Brockton
hereinafter referred to as the “Corporation”
-and- hereinafter referred to as the “Mortgagee”

WHEREAS the Owner represents and warrants that he is or will be the Owner of the lands described in Schedule “A” attached hereto (hereinafter called the “subject lands”) which are affected by this Agreement;

AND WHEREAS in this Agreement “Owner” includes any subsequent Owner of the aforementioned subject lands;

AND WHEREAS the Corporation has enacted a Site Plan Control By-Law pursuant to the provision of Section 41, of the Planning Act RSO, 1990, as amended;

AND WHEREAS the Owner wishes to undertake a development on the said lands in accordance with a Site Plan attached as Schedule “B” hereto, hereinafter called the “Approved Site Plan”;

AND WHEREAS subsection (7) of the said Section 41 authorizes the Corporation to require the Owner of the subject lands to enter into an Agreement with the Corporation;

AND WHEREAS the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successor’s on title;

AND WHEREAS the Corporation is of the opinion that it would not be proper or in the public interest to permit development of the subject lands unless assurances are given by the Owner that matters referred to in this Agreement are carried out in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH of lawful money of Canada now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the Corporation as follows:

1. INTRODUCTION

- 1.1. The Owner agrees to enter into a Site Plan Agreement with the Corporation, for the development of all buildings and structures located on the subject lands located in the East Ridge Business Park.

- 1.2. The Owner agrees to allow the Corporation at the Owner's expense to register or deposit this Agreement in the Registry Office for the County of Bruce against the subject lands.
- 1.3. Nothing in this Agreement shall relieve the Owner from complying with any other applicable Municipal requirements or by-laws.
- 1.4. The Owner hereby grants to the Corporation, its servants, agents and contractors, a license to enter the subject lands for the purposes of inspection of the works on the subject lands or for any purpose pursuant to the rights of the Corporation under this Agreement.

2. SITE DEVELOPMENT

- 2.1 The Owner agrees to undertake development on the subject lands, at his sole expense, in conformity with the Approved Site Plan as detailed in Schedule "B" attached hereto.
- 2.2 If the Owner fails to obtain a building permit within one (1) year of signing this Agreement then the Agreement is automatically terminated and the approval granted to the site plans is rescinded.
- 2.3 If the Owner has taken out a building permit but has not completed construction within two years of the date of the permit, this Agreement is automatically terminated and the approval granted to the site plans is rescinded.
- 2.4 The Owner agrees to restore the municipal streets, to current standards, which have been disturbed or damaged during the course of construction, to the satisfaction of the Corporation.
- 2.5 The signing of any Agreement of Purchase and Sale of the subject lands or the transfer of ownership of the subject lands or the shares of the Owner prior to the completion of a Final Inspection will result in the cancellation of the Site Development Agreement save and except of the Performance Deposit which the Owner agrees to forfeit immediately to the Corporation.

3. LANDSCAPING

- 3.1 The Owner shall, at his own expense, install landscaping as indicated on the approved site plan, within one year of completion of the buildings.
 - 3.2 The Owner agrees to erect all fences that are illustrated on the approved Site Plan within one year of the completion of the buildings.
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4. OUTSIDE STORAGE

- 4.1 The Owner agrees that any outside storage is located within prescribed areas as shown on the approved site plan. If and when outside storage is placed in locations beyond the approved locations, the Owner shall be considered to be in breach of this agreement and subject to penalties as prescribed in the Planning Act.

5. REFUSE STORAGE

- 5.1 The Owner agrees to provide a central refuse storage collection area and this area shall be either within a building or in a location shown on the approved site plan.

6. LOADING, PARKING AND DRIVEWAYS

- 6.1 The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Corporation's fire fighting equipment.
- 6.2 The Owner agrees that the surface treatment of any and all loading, parking area and driveways shall be constructed as set out on the approved Site Plan, within two years of the completion and occupancy of the building.
- 6.3 The Owner agrees that any areas to be used for parking of motor vehicles shall be in compliance with the parking requirements as contained in the Corporation's current Comprehensive Zoning By-Law.
- 6.4 The Owner shall be required to provide disabled parking as per any Corporation By-Law in place relating thereto and any requirements as applies to the Highway Traffic Act.

7. WATER and SEWER SERVICES

- 7.1 The owner shall connect water main and sanitary sewers services, as shown on the Approved Site Plan. Said connections to be at the expense of the Owner, subject to the required fees.

8. DRAINAGE

- 8.1 The Owner agrees that surface and roof drainage systems shall be designed and constructed to the satisfaction of the Corporation and as shown on the approved Site Plan. Water shall not be directed onto any adjoining properties without the express approval of the so affected property owner within a registered drainage easement.
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- 8.2 The Owner agrees to submit a Storm Water Management Plan, prepared by a professional engineer, with the Site Plan, illustrating how stormwater will be detained on the site and discharged to the municipal drainage system at a rate no higher than the pre-development flows. The Stormwater Management Plan shall be in conformity with the East Ridge Business Park Storm Water Management Plan as may be amended from time to time.

9. HYDRO CONNECTIONS

- 9.1 The Owner agrees that the electrical service from the public street to the building shall be underground and that there will be no overhead wires leading from the public street to the buildings.

10. SIGNS

- 10.1 The Owner shall indicate the location and size of any and all proposed signs on the approved Site Plan. It is recognized that the content of the sign may change as building occupancy changes.

11. LIGHTING

- 11.1 The Owner agrees that all lighting shall be constructed as shown on the Approved Site Plan and shall be oriented and its intensity so controlled to prevent glare on adjacent roadways and properties.

12. Municipal Easements

- 12.1 The Owner, shall at its own expense, cause to be prepared, granted and registered the following easements:
- a) such other easements as may be reasonably requested by the Municipality for future municipal purposes, provide that the Municipality will pay the cost of surveying and preparing any easement agreement so requested.

13. MAINTENANCE

- 13.1 The Owner shall:
- a) complete the works and other facilities required on the Approved Site Plan and this Agreement at its expense and to the satisfaction of the Corporation;
 - b) maintain those works and facilities located on the subject lands to the satisfaction of the Corporation at the sole risk and expense of the Owner; and
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- c) at all times in the future, remove snow and ice from access ramps and driveways, parking areas, loading areas and walkways located on the subject lands.

13.2 Without limiting the generality of paragraph 12.1 (b), the Owner shall:

- a) maintain all hedges, trees, shrubs, and other ground cover in a healthy state;
 - b) keep any works and facilities shown on the plan with respect to landscaping in good repair; and
 - c) refrain from doing anything that will have a detrimental effect on adjoining properties.
- 13.3 With respect to paragraph 12.1 (c), the Corporation acknowledges that it is impossible for the Owner to completely remove all snow and ice. The intention of paragraph 12.1 (c) is to protect people and property and to give easy access to and from the subject lands. The Owner is required to remove such snow and ice, do such salting and sanding, and do such other reasonable winter maintenance as is required from time to time to give such protection and access.

14. SITE PLAN INSPECTION AND OCCUPANCY

14.1 "The owner agrees that prior to his occupancy of the building, he shall request a Site Plan Inspection conducted by the municipality. An agent or employee of the municipality shall inspect the site and note any deficiency associated with the project that requires remedy prior to occupancy. The municipality may permit occupancy if it is satisfied that that the owner demonstrates his intention to complete and repair any deficiencies identified in the Site Plan Inspection report. All deficiencies shall be remedied prior to the refund of the Performance Deposit. Deficiencies shall be considered to be a breach of this agreement."

15. INDEMNITY

15.1 The Owner will at all times indemnify and save harmless the Corporation of and from all losses, costs and damages which the Corporation may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this Agreement to be provided at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.

- 15.2 This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called “such persons”) any rights against the Corporation with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Corporation the provisions of Section 427 of the Municipal Act, 2001, as amended, shall apply.
- 15.3 If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing shall be done at the expense of the Owner, and the Corporation may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Corporation to enter upon the said subject lands and do such matter or things.

16. SEVERABILITY

- 16.1 The clauses of this Agreement shall be deemed independent and the striking down or invalidity of any one or more of the clauses does not invalidate this Agreement or the remaining clauses.

17. PERFORMANCE DEPOSIT

- 17.1 Prior to obtaining a Building Permit, the Owner agrees to provide the Corporation with a Performance Deposit in the form of a sum of money. The purpose of this security is to:
- a) ensure that the Owner constructs the project in compliance with the approved Site Plan;
 - b) ensure the provision of all matters and facilities required pursuant to this Agreement
 - c) ensure other applicable municipal requirements shall be met within the prescribed period of time;
 - d) to be used to cover the costs of any damage to municipal property during the course of construction.
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- 17.2 The Performance Deposit shall be determined by the Corporation based upon a formula of 1% of the value of the project's construction (including land). The minimum Performance Deposit shall be \$3,000 and the maximum Performance Deposit shall be \$20,000. The Performance Deposit shall be in the form of cash, Certified Cheque, or by Irrevocable Letter of Credit.
- 17.3 The Performance Deposit shall be refunded to the Owner without interest upon satisfaction of the Final Site Plan Inspection. Upon non-completion within the time period set out in this Agreement, the Owner herein irrevocably agrees the security shall be forfeited absolutely to the Corporation as liquidated damages and not as penalty and may be applied at the absolute discretion of the Municipality to complete the obligation of the owner pursuant to this agreement.

18. ADDITIONAL PERMITS

- 18.1 The Owner acknowledges that the Corporation by approving the Site Plans, and entering into this Agreement, does not relieve the Owner from the requirements of obtaining any permit or license that may be required by the Corporation, the County of Bruce or any other agency, including any provincially appointed regulatory body or Ministry, before the proposed development can proceed.

19. TERMINATION OF AGREEMENT

- 19.1 If this Agreement is automatically terminated, the Corporation is deemed to have withdrawn its consent to the proposed development and A Stop Work Order may be issued until the Owner has entered into a further Site Plan Agreement. No liability or other duty required of the Corporation under this Agreement shall be imposed on the Corporation should this Agreement be terminated. The Corporation is under no obligation to return any money paid under this Agreement.
- 19.2 Notwithstanding anything contained herein to the contrary, and subject to approval by the Corporation, if the Owner is delayed in substantially completing the construction of any work or facility required by this Agreement by any act beyond the Owner's reasonable control, the time for completion shall be extended by a period of time equal to such delay.

20. ESTOPPEL

- 20.1 The Owner further covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal, the right of the Corporation to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this paragraph may be pleaded as an estoppel against the Owner in any such proceeding.
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21. MORTGAGEE'S COVENANTS

21.1 The Mortgagee hereby postpones its interest as Mortgagee under a mortgage registered on the _____ day of _____, _____ as Number _____ to the terms of this Agreement.

21.2 The Mortgagee shall not be required, in its capacity as mortgagee:

- a) to install any works and services that have not been installed by the Owner;
- b) to complete the installation of any works and services that the Owner has started to install, but not completed, or
- c) to correct any deficiencies in works and services improperly installed by the Owner.

22. NOTICES

22.1 Any notices required or permitted to be given under this Agreement shall be in writing and may be served either personally or by mailing such notice by registered mail postage prepaid or if the postal service has been disrupted for any reason, by delivering such notice by a prepaid courier service as follows:

The Corporation of the Municipality of Brockton c/o CAO/Clerk
100 Scott Street, P.O. Box 68 WALKERTON, Ontario NOG 2V0

22.2 If any notice is mailed by registered mail, postage prepaid or sent by prepaid courier service as aforesaid, it shall be deemed to have been received by the party to whom it was mailed or sent on the second day following the day upon which it was received by one of Her Majesty's post offices or delivered to the courier service unless the second day ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the two day period. Either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

23. AGREEMENT RUNS WITH LAND

23.1 This Agreement shall inure to the benefit of the Corporation, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Owner and its successors and assigns.

This Agreement is also binding upon the Mortgagee and its respective heirs, executors, administrators, successors and assigns.

24. MUNICIPAL EXPENSES

- 24.1 Where a dispute arises between the Owner and the Corporation the Owner shall pay to the Corporation the costs for all outside technical, professional and legal advice that the Corporation has incurred to resolve the dispute. These expenses do not include internal administrative or technical services rendered by full time municipal staff.
- 24.2 The Owner agrees to pay to the Corporation by cash or Certified Cheque, a contribution for the Corporation’s municipal administrative services in the sum of \$1.00 per square metre (9.3 cents per square foot) based upon the building’s foot print for all commercial and industrial developments. This fee will only be charged on the proposed building(s). Staged development will be charged the necessary fees, once future development begins.

The total contribution for this development, based on _____ square metres will be \$ _____ and shall be payable on execution of this Agreement and before the issuance of a building permit

25. GENDER AND NUMBER

- 25.1 In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

Signed, Sealed and Delivered)	
In the Presence	)	Owner
	)	Per: _____
Seal or Witness)	
)	
_____	)	Per: _____
Date)	
	)	The Corporation of the
	)	Municipality of Brockton
)	
	)	Per: _____
	)	Mayor
	)	Per: _____
	)	CAO/Clerk
	)	Mortgagee
Seal)	
	)	Per: _____
_____)	
Date)	