

## AMENDED SITE PLAN CONTROL AND DEVELOPMENT AGREEMENT

THIS AGREEMENT effective the 5<sup>th</sup> day of July, 2023.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE (the "Municipality")

OF THE FIRST PART;

-and-

ORIOLE PARK RESORT INC. (the "Oriole Park Resort")

OF THE SECOND PART;

-and-

ORIOLE PARK KOMOKA LTD. as general partner for and on behalf of ORIOLE  
RESORT LP (the "Oriole Park Komoka")

OF THE THIRD PART;

hereinafter collectively referred to as the "Parties".

WHEREAS:

- A. The Municipality has by By-law No. 2003-035, as amended or replaced, designated all lands within the boundary of the Municipality as areas of site plan control, pursuant to the provisions of Section 41 of the *Planning Act*, RSO, 1990, c.P. 13, amended or replaced (hereafter, the "*Planning Act*");
- B. Oriole Park Resort is the former owner of the Oriole Park Resort and lands legally described as Part Lot 1, Concession 2 as in 187814 Save and Except Part 1, Plan 33R-17141; Municipality of Middlesex Centre, being all of PIN 09660-0206 (hereinafter, the "Lands") attached hereto;
- C. On August 2<sup>nd</sup>, 2023 Oriole Park Komoka purchased the Lands from Oriole Park Resort, as general partner for and on behalf of Oriole Park Resort LP;
- D. Oriole Park Resort agrees to assign all of its right, title, interest, obligations and liabilities in and of the Site Plan Control and Development Agreement to Oriole Park Komoka;

E. Under applicable legislation and the Site Plan Control and Development Agreement, the Municipality has a right to consent or to not consent to assignment of the Site Plan Control and Development Agreement to Orlele Park Komoka.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Recitals

1. The above recitals are true and the same are hereby incorporated into this Agreement by reference.

#### *Mutatis Mutandis Incorporation*

2. Orlele Park Resort Inc. hereby assigns and transfers of all its right, title, interest, obligations and liabilities in and under the Site Plan Control and Development Agreement dated October 28, 2020 attached hereto as *Appendix "A"*, to Orlele Park Komoka Ltd., as general partner for and on behalf of Orlele Park Resort LP (the "Assignment");

3. Orlele Park Komoka accepts the Assignment and acknowledges that it has assumed all of Orlele Park Resort's right, title, interest, obligations and liabilities under the Site Plan Control and Development Agreement dated October 28, 2020;

4. The Site Plan Control and Development Agreement dated October 28, 2020 attached as *Appendix "A"* forms a part of this Agreement and is hereby incorporated *mutatis mutandis* into this Amending Agreement;

5. This Amended Site Plan Control and Development Agreement (hereinafter referred to as "this Agreement") shall ensure to the benefit of and binding upon the Parties hereto and their respective successors, administrators, legal representatives, and permitted assigns.

6. Orlele Park Komoka covenants that following execution of this Agreement by the Parties, it shall forthwith cause the Agreement to be electronically registered on the title to the Lands at its sole risk and expense and that it hereby charges the Lands and its successors, administrators, legal representatives, and permitted assigns with the performance of this Agreement.

7. Orlele Park Komoka shall provide the Municipality with proof of the above noted registration.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

#### MUNICIPALITY OF MIDDLESEX CENTRE

November 1,  
Date: ~~July 5~~, 2023

Address for Service:

Attn: Municipal Clerk  
Administration Offices

Per: \_\_\_\_\_

Title: \_\_\_\_\_  
*We have authority to bind the Corporation*

**ORIOLE PARK RESORT INC.**

Date: August 16, 2023

Address for Service:

*Ruth Hall*  
Per: \_\_\_\_\_  
Ruth A. Hall


Title: Secretary / Treasurer  
*I have authority to bind the Corporation*

**ORIOLE PARK KOMOKA LTD. as general partner for  
and on behalf of ORIOLE PARK RESORT LP.**

Date: August 16, 2023

Address for Service:

404-611 Wonderland Road N.,  
London, ON  
N6H 5N7

Per: \_\_\_\_\_  


Title: President  
*I have authority to bind the Corporation*

# Appendix "A"

## SITE PLAN CONTROL AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this 28<sup>th</sup> day of October, 2020.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE (the "Municipality")

OF THE FIRST PART;

-and-

ORIOLE PARK RESORT INC. (the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Municipality has by By-law No. 2003-035, as amended or replaced, designated all lands within the boundaries of the Municipality as areas of site plan control, pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O., 1990, c.P. 13, as amended or replaced (hereafter, the "Planning Act"), and the lands described in Schedule "A" attached hereto are within such boundaries;

B. The Owner warrants that it is the registered owner of lands described in Schedule "A" (hereinafter, "the Lands") attached hereto;

C. For over fifty years and as of the date this Agreement is endorsed, the Owner has operated Oriole Park Resort, being a private, seasonally operated campsite recently transitioning toward a mobile home resort on the Lands, which is served by private water and wastewater facilities (hereinafter referred to as the "Resort");

D. In 2011, the Ministry of the Environment, Conservation and Parks (hereafter, the "MECP") approved an Environmental Compliance Approval ("ECA"), approving the operation of the Resort as a seasonal campsite;

E. On July 27, 2011, the Owner and the owner of the property municipally known as 9688 Oxbow Drive, Komoka ON N0L 1R0 entered into a Settlement Agreement in avoidance of an Ontario Municipal Board Local Planning Appeal Tribunal Hearing relating to a zoning by-law amendment which allowed mobile homes in addition to park model trailers at the Resort and for the Resort to operate for 11 months of a year (hereinafter referred to as the "Settlement Agreement"). The Settlement Agreement, which is attached hereto as Schedule "B" (s: registered on title of the Lands as instrument no. ER794704; runs with the Lands; and provides that the Owner shall not develop the portion of the Lands that is within 30.5 m. (100 feet) of the Oxbow Road streetline and within 13.4 m. (44 feet) of the Amiens Road streetline until either a 9.2 m. wide band of dense forest or an evergreen vegetative barrier of 3.1 m. minimum height is installed and maintained on the Lands along both of the Oxbow Road and the Amiens Road streetlines;

F. Between the years 2015-2018, the Owner consulted with the MECP and the Municipality concerning the Owner's potential plans for developing servicing sufficient for conversion of the Resort to one that operates on a year-round basis, which are plans that require the Owner to obtain an amended ECA;

G. Between years 2015-2018, the Owner, the MECP and the Municipality discussed the possibility of the Municipality entering into a potential municipal responsibility agreement with the Owner, wherein the Owner would provide the Municipality with financial assurance to be held by the Municipality for use in the event of default by the Owner on the MECP's ECA conditions;

H. Between the years 2015-2018, Municipal Council determined that a municipal responsibility agreement was not in the Municipality's interest because it expected the owners of privately serviced lands, should they be developed, to be 100% responsible for their private servicing, 100% responsible for their private development, and for the MECP and not the Municipality to be responsible for any ECAs that the MECP issued;

Initials:

- I. The Owner, throughout its operational history of the Resort, has always been and remains 100% responsible for the private servicing of its Lands without financial assistance from the general municipal taxpayer;
- J. Pursuant to section 132(1) of the *Environmental Protection Act*, RSO 1990, c. E.19, as amended or replaced, the MECP has the authority require the person to whom an ECA is issued to provide financial assurance to the Crown in right of Ontario as a condition on the person to whom an ECA is issued, which would be used in the event of default on the ECA terms and conditions by the person to whom an ECA is issued for amongst other things, the provision of temporary or permanent alternate water supplies or measures appropriate to prevent adverse effects upon the closing of the works approved under an ECA;
- K. In 2018, MECP staff confirmed to the Municipality's planning and engineering staff that the "MECP Approvals Branch has agreed to accept Financial Assurance *in lieu* of there being a Municipal Responsibility Agreement" between the Owner and the Municipality in the amount of one hundred ninety-three thousand five hundred eighty-two (\$193,582.00) (hereinafter referred to as the "Financial Assurance Amount") to be held directly by the MECP;
- L. The Financial Assurance Amount was arrived in direct negotiations between the MECP and the Owner based on a calculation set out at section 3.0 of the Financial Assurance Plan attached as *Schedule "C"*, which confirms that a portion of the Financial Assurance was for the undiscounted operating costs of a water supply for up to (3) years, in addition to measures appropriate to prevent adverse effects upon the closing of the works;
- M. On September 26, 2018, and in relation to a requested application for an Official Plan and Zoning By-law amendment for the Lands, a planning staff report (attached hereto as *Schedule "D"* exclusive of its schedules, was presented to Municipal Council and set out the following statement:

*"the Ministry of Environment Conservation and Parks (MECP) has now confirmed that the Municipality will not be required to enter into an RA with Oriole Park. As an alternative to the RA and pending approval from the MECP, Oriole Park will be required to provide sufficient financial assurance in the event of default or site closure";*
- N. In reliance on the Financial Assurance negotiated by the MECP to be taken directly by the MECP constituting 100% of the prudent amount of security necessary to cover any potential events of default by the Owner, the Municipality on November 28, 2018 conditionally approved the zoning necessary for a year-round resort use to occur on the Lands by placing a Holding symbol "(h-8)" on the Lands, which is not to be removed until the following prerequisites are met to the satisfaction of the Municipality:
  - a. That the Owner enter into a site plan agreement with the Municipality to registered against the title of the Lands that address matters governed by Section 41 of the *Planning Act*, RSO 1990, c P.13 as amended or replaced (hereinafter referred to as the "*Planning Act*");
  - b. That within 30.5 metres of the Oxbow Road streetline and, within 13.4 metres of the Amiens Road streetline, EITHER a 9.2 metre wide band of "dense forest" OR an "evergreen vegetative barrier" of 3.1 metre minimum height is provided along the Oxbow Road streetline (hereinafter collectively referred to as the "Impacts Buffer") and the Amiens Road streetline OR landscape screening areas are delineated in association with the site plan approval process to the satisfaction of the Municipality. It being noted that:
    - each road is independent of the other for development to take place;
    - "dense forest" shall mean a forest made of coniferous and deciduous trees, underbrush and other undisturbed and unmaintained vegetation that has a canopy with at-least a 90% coverage and no less than 9.3 metres in height; and
    - "coniferous vegetative barrier" shall mean a barrier comprising of evergreen plant vegetation species that is a minimum of 3.1 metres in height, providing a year-around barrier screen.
  - c. That an updated ECA be issued by the Province of Ontario to allow the private on-site water and sewage disposal system; and
  - d. That the Municipality receive confirmation that the existing park model trailers are sufficient for year-round occupancy;
- O. The holding condition described in recital N(b.) above was included as a condition regardless of the Development Restricted Area in the private Settlement Agreement on title of the Lands;

Initials:

P. On September 25, 2020, the MECF granted updated ECA No. 6951-BRYTRH attached as Schedule "E" (hereinafter, the "Amended ECA"), approving the existing on-site communal sewage treatment and sub-surface effluent disposal system at the Resort for two hundred (200) residential units on a year round basis. The Amended ECA requires the Owner to provide the Financial Assurance Amount negotiated as between the Owner the MECF to be held directly by the MECF;

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Q. The Owner has submitted to the Municipality a proposed Site Plan dated August 19, 2019 (attached at Schedule "F") and shall forthwith submit a Servicing Plan (which upon approval by the Municipality, will be appended to this Agreement as "Schedule "G"). Together, the approved Site Plan and Servicing Plan shall set out both the works that have been constructed as of the date this Agreement is endorsed (referred to as the "Existing Works") and works that have not yet been constructed as of the date this Agreement is endorsed (referred to as the "Proposed Works"), which constitutes development on the Lands, as defined by section 41 of the Planning Act. The Municipality has approved the Site Plan (Schedule "F") subject to the terms and conditions contained in this Site Plan Control and Development Agreement and both the Existing Works and Proposed Works shall hereinafter collectively be referred to as the "Works and Facilities"; and

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R. Site Plan Control Agreements and Development Agreements may be entered into and registered on title pursuant to subsection 4(7), (8), and (10) of the Planning Act and subsection 71 of the Land Titles Act, RSO 1990, c.L.5, as amended or replaced.

**Incorporation of Recitals**

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each party to the other and for other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The above recitals are true and are hereby incorporated into this Site Plan Control and Development Agreement (hereafter, this "Agreement") by reference.

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**Conditional Approval of Development and Site Plan**

2. The Municipality approves the development, Site Plan, and Servicing Plan in accordance with plans and specifications attached hereto as Schedules "F" and "G", subject to the covenants in this Agreement. The Lands shall be used by the Owner, and by any subsequent owner or occupier of the Lands in accordance with and in conformity with the plans attached to this Agreement as Schedules "F" and "G".

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**Installation, Maintenance, and Operation of Works and Facilities**

3. The Owner covenants to provide, design, build, construct, install, operate, and maintain all of the Existing Works and Proposed Works more particularly described in Schedules "F" and "G", collectively being the "Works and Facilities", in accordance with Schedules "F" and "G" to the satisfaction of the Municipality and in accordance with the Amended ECA at absolutely no expense to the Municipality.

**Responsibility for the Cost of the Works and Facilities**

4. The Owner covenants and agrees to be responsible for one hundred percent (100%) of the total cost to provide, design, build, construct, install, operate, and maintain the Works and Facilities, unless otherwise specified in this Agreement. In the event that the Owner breaches this paragraph 4, or any other provision of this Agreement, in any other manner whatsoever, the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended or replaced (hereafter, the "Municipal Act") apply and, in addition to any other remedy the Municipality may have, the Municipality may recover the costs it incurs as a result of the Owner's breach in a like manner as municipal taxes.

**Development Charges**

5. The Development Charge By-laws of the Municipality applies to the development of the Lands and the Owner shall pay development charges in accordance with Municipality's By-Law No. 2019-073, as amended or replaced.

Initials:

**Compliance with Law**

6. The Owner shall:

- (a) be one hundred percent (100%) responsible for ensuring that the construction, installation, maintenance and operation of the Works and Facilities complies with all applicable Federal, Provincial and Municipal laws, statutes regulations, by-laws, standards and codes of conduct; and
- (b) be responsible for obtaining, at one hundred percent (100%) its own risk and cost, any and all approvals necessary to provide, design, build, construct, install, operate, and maintain of the Works and Facilities, including without limitation, approvals required by the *Environment Assessment Act*, RSO 1990, c. E.18, as amended or replaced, the *Environmental Protection Act*, RSO 1990, c. E. 19, and Conservation Authority, as applicable.

**Additional Specific Covenants**

7. Without limiting the covenants and obligations set out elsewhere in this Agreement, the Owner covenants:

*Contractors and Agents*

- (a) To be responsible for the oversight, supervision, direction, work and service of all contractors and/or agents of the Owner which perform work or services on behalf of the Owner in furtherance of this Agreement and to ensure that all work and services performed by their respective contractors and/or agents conforms to the requirements of this Agreement. Any failure by any contractor and/or agent of the Owner to perform work or services to the standard required for the Owner by this Agreement shall constitute a breach of this Agreement by the Owner.

*Engineering Drawings*

↑ and Grading Plan

- (b) To provide final, stamped engineering drawings for approval by the Municipal Engineer, inclusive of detailed designs and specifications demonstrating details of all the Works and Facilities to be constructed. Without limiting the above, the Owner agrees to provide a final, stamped Servicing Plan (Schedule "G") to the Municipal Engineer within six (6) months of the endorsement of this Agreement by the Municipality, subject to the security set out in section 8 of this Agreement. The Owner further agrees to the above noted final stamped Servicing Plan, once approved by the Municipality, to be appended to and form a part of this Agreement as Schedule "G".

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*Private Water Works*

↑ and Grading Plan

- (c) To maintain and operate all private water systems on or under the Lands, as set out in the Site Plan (Schedule "F"), the Servicing Plan (Schedule "G"), and the Amended ECA (Schedule "E") in accordance with all requirements of the MECP and all applicable laws including without limitation, the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32, as amended or replaced, and the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or replaced (including all in force regulations thereto). The Owner shall be responsible for one hundred percent (100%) of the total cost for completion of the private water works. The Parties acknowledge and agree that the following additional provisions apply to the private water works referred to in this sub-paragraph 7(c):

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- i. The private water works on or under the Lands shall be regarded as private development and are not municipal works to be assumed by the Municipality. Without limiting subsections 7(c)(iii and iv) below, the Owner agrees to inform the Municipality of the Owner's private water operators are, such that the Municipality may on a continual basis, gauge risk associated with private water operation.
- ii. No connection of any private water works may ever be made to pre-existing Municipal water distribution systems without the prior written approval of the Municipal Engineer, which approval shall not be given unless and until the Owner's retained engineer has provided to the Municipal Engineer:

- 1. a certification report to the effect that all new water service works and watermains have been tested in accordance with current Middlesex Centre and MECP and are ready for operation;

Initials:     RH

2. a certification report to the effect that all new water service works and watermains have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and MECF. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer;
3. confirmation that the water service works and watermains are in compliance with the Ontario Building Code; and
4. certification that all new water service works and watermains are ready for operation.

iii. The Owner acknowledges and agrees that the MECF regulates private water systems in Ontario and that, notwithstanding any other provision of this Agreement, the MECF shall be responsible for determining whether the design, construction, installation, operation, and maintenance, and management of the private water system complies with the laws of Ontario. The Owner further acknowledges and agrees that, notwithstanding any other provision of this Agreement, should the Owner fail to complete or maintain the works referred to in this sub-paragraph 7(c), the MECF shall enforce compliance pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32, as amended or replaced, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended or replaced (including all in force regulations thereto) and any other applicable legislation.

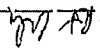
iv. For greater certainty, the Municipality shall not, under any circumstances, have liability or responsibility for the design, building, construction, installation, operation, maintenance and management of the private water system or for the provision of water services on the Lands in the event of the Owner's default under this Agreement.

*Private Communal Sewage Treatment*

(d) To be fully responsible for the private communal sewage treatment system on or under the Lands, as set out and provided for in the Site Plan (*Schedule "E"*) and the Servicing Plan (*Schedule "G"*) and in accordance with all applicable laws, including without limitation the Amended ECA (*Schedule "E"*) and the *Environmental Protection Act*, RSO 1990, c. E.19, as amended or replaced, and all in force regulations thereto. The Owner shall be responsible for one hundred percent (100%) of the total cost to maintain, operate and manage of the private communal sewage treatment works. The Parties acknowledge and agree that the following additional provisions apply to the private communal sewage treatment works referred to in this sub-paragraph 7(d):

1. The private communal sewage treatment system constructed on or under the Lands shall be regarded as private development works and is not municipal works to be assumed by the Municipality. Without limiting subsections 7(d)(iii) and (iv) below, the Owner agrees to inform the Municipality of the Owners private communal sewage treatment system operators are, such that the Municipality may on a continual basis, gauge risk associated with private sewage operation.
- ii. No connection of any sanitary sewer works may ever be made to pre-existing Municipal sanitary sewer systems without the prior written approval of the Municipal Engineer, which approval shall not be given unless and until the Owner's retained engineer has:

1. provided to the Municipal Engineer a certification report to the effect that all new sanitary service works have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks and are ready for operation;
2. provided to the Municipal Engineer a certification report to the effect that all new sanitary service works have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks. Such certification is to be accompanied by bacteria and chlorine residual test

Initials: 



results from a qualified laboratory which are satisfactory to the Municipal Engineer;

3. provided to the Municipal Engineer a sewer video inspection report and disk (DVD) for all sanitary sewers accompanied by a written report from the inspection company;
  4. confirmed that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specifications;
  5. all sanitary service works maintenance holes have been leak-tested to the satisfaction of the Municipal engineer in accordance with the Ontario provincial Standards specifications;
  6. confirmed that all new sanitary sewer works have been flushed and cleaned and if deemed necessary by the Municipal Engineer in his/her discretion, has undertaken further video inspection;
  7. confirmed that the new sanitary sewer works are in compliance with the Ontario Building Code;
  8. certified that all new sanitary service works are ready for operation; and
  9. All sanitary sewer testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the Municipal Engineer's attendance and witnessing of the above noted testing.
- iii. The Owner acknowledges and agrees that the MECP regulates private communal sewage treatment systems in Ontario and that, notwithstanding any other provision of this Agreement, the MECP shall be responsible for determining whether the provision, design, building, construction, installation, operation, maintenance and management of the private communal sewage treatment system complies with the laws of Ontario. The Owner further acknowledge and agree that, notwithstanding any other provision of this Agreement, should the Owner fail to provide, design, build, construct, install, operate, maintain and manage the private communal sewage treatment works referred to in this sub-paragraph 7(d), the MECP shall enforce compliance pursuant to the Amended ECA.
- iv. For greater certainty, the Municipality shall not, under any circumstances, have liability or responsibility for the provision, design, building, construction, installation, operation, maintenance and management design, construction, installation, operation, maintenance or management of the private communal sewage treatment system on the Lands in the event of the Owner's default under this Agreement.

*Private Drainage Works, Roads, Trails & Sidewalks*

- (e) to provide for adequate drainage on and under the Lands. Further, the Owner warrants that it shall be 100% responsible for any and all drainage systems, roads, trails & sidewalks constructed on or under the Lands and that any and all drainage systems, roads, trails & sidewalks constructed on or under the Lands shall be regarded as private development works that are not to be assumed by the Municipality.

*Utilities*

- (f) To arrange to have all necessary electrical, telephone, natural gas, and other utilities, public or private authorities having jurisdiction, design and install in locations approved by the Municipality and at no expense to the Municipality, all necessary electrical, telephone, natural gas, and other utilities all of which are to be installed underground. The Owner acknowledge and agree that their obligations pursuant to this Agreement to construct, install and maintain the Works and Facilities includes the replacement or repair of any Works and Facilities that are damaged or altered in connection with the installations pursuant to this sub-paragraph 7(h). In addition, the Owner acknowledges and agrees to

Initials: RP UL \_\_\_\_\_

enter into any additional or other agreements necessary in order to give effect to this sub-paragraph 7(h).

*Lighting*

(g) To construct all lighting and control the intensity of any and all lighting of the site so as to prevent glare on adjacent highways and residential properties.

*Mud and Debris Clean-up; Dust Suppression*

(h) To be responsible for all mud and debris tracked onto roadways from vehicles entering or leaving construction sites and for all dust generated during construction. The Owner shall, upon written request by the Municipality immediately proceed with clean-up operations at their expense. Should the Owner fail to clean-up as directed, the Municipality will complete the cleaning at the Owner's expense and the Municipality may add the full cost or any part of the cost incurred by the Municipality or its authorized agents to perform or complete the clean up to the tax roll of the lands and collect the expense in like manner as municipal taxes. 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 Municipality.

*Garbage Storage and Waste Management*

(i) To maintain waste storage facilities, and shall be responsible for disposal of all on site waste at its sole risk and expense. The Owner shall complete the works referred to in this sub-paragraph 7(i) to the satisfaction of the Municipality, and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, falling within the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs in a like manner as municipal taxes.

*Parking Signage*


(j) To be one hundred percent (100%) responsible for installing and maintaining a sign that indicates to the general public that at all material times, no parking on any street is permitted in support of the Fire Route that is located at the entrances to Oriole Park. The Owner shall complete the installation and maintenance of the sign referred to in this sub-paragraph 7(j) to the satisfaction of the Municipality, and shall be responsible for one hundred percent (100%) of the total cost for completion of the works with respect to installing and maintaining the sign.

*Maintenance of Lands*

(k) To maintain or cause to be maintained all of the Lands in as neat and tidy a condition as is reasonably consistent with the development of the Land pursuant to the Building Permit, and as otherwise required by this Agreement, and shall be one hundred percent (100%) responsible for creating and maintaining fire routes, entrance roadways, access ramps, parking and loading areas and walkways located on the Lands, as provided for and set out in *Schedules "F"* and *Schedule "G"*. The Owner shall complete the works referred to in this sub-paragraph 7(k) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion and maintenance of said works, falling within the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs in a like manner as municipal taxes.

*Snow Removal*

(l) To be one hundred percent (100%) responsible for the removal of snow on the Lands as required by this Agreement. The Owner shall complete the works referred to in this sub-paragraph 7(l) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for the removal and maintenance of the snow removal, falling within the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs in a like manner as municipal taxes.

Initials: 

*Impacts Buffer Installation, Care and Maintenance*

(m) that the Owner does hereby acknowledge that landscape screening areas in association with this site plan approval have been delineated by the Municipality as being necessary within 30.5 metres of the Oxbow Road streetline and within 13.4 metres of the Amiens Road streetline in the event that the Owner causes any development to occur on, over, or under the Lands that is not approved in this Site Plan Control and Development Agreement, inclusive of its schedules. The Owner specifically covenants that in the event that it wishes for any development to occur other than development approved in this Site Plan Control and Development Agreement, including its schedules, that it shall within 30.5 metres of the Oxbow Road streetline and within 13.4 metres of the Amiens Road streetline, install, care for and maintain at 100% its own cost and expense, EITHER a 9.2 metre wide band of "dense forest" OR an "evergreen vegetative barrier" of 3.1 metre minimum height is provided along the Oxbow Road streetline (hereinafter referred to as the "Impacts Buffer"), it being noted that:

- "dense forest" shall mean a forest made of coniferous and deciduous trees, underbrush and other undisturbed and unmaintained vegetation that has a canopy with at-least a 90% coverage and no less than 9.3 metres in height; and
- "coniferous vegetative barrier" shall mean a barrier comprising of evergreen plant vegetation species that is a minimum of 3.1 metres in height, providing a year-around barrier screen.

The Owner acknowledges that in the event it applies for the approval of any development that is not approved in this Site Plan Control and Development Agreement, including its schedules and it has not first installed and be actively caring for and maintaining the Impacts Buffer, that the Owner's application for development would be deemed incomplete. The Owner further acknowledges that should the Owner proceed to develop the Lands in any manner that is not approved in this Site Plan Control and Development Agreement, including its schedules without having first having installed and be actively caring for and maintaining the Impacts Buffer, the failure of the Owner to comply this subparagraph 7(m) shall constitute a material breach of this Agreement and in the event of such breach, the Municipality may and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement, cause the non-approved development to be removed, complete the Impacts Buffer installation, care and maintenance, and the Municipality may recover any expense it incurs in doing so in like manner as municipal taxes pursuant to the *Municipal Act*. The Owner agrees that Municipality is hereby authorized to enter upon the Lands without notice to the Parties in order perform the above noted remedies stemming from the breach of the Owner.

Security

*and Grading Plan*  
for the Servicing Plan (Schedule "G")

WN

8. The Owner shall provide to the Municipality, within thirty (30) days of the execution of this Agreement by the Municipality, security in the amount of twenty-thousand dollars (\$20,000.00) for the purpose of securing the faithful performance of the obligation under subsection 7(b) of this Agreement. Such security shall take the form of an unconditional and irrevocable letter of credit, certified cheque issued by a Canadian Charter Bank, or similar legal tender in a form approved by the Municipality. Should the Owner's security be provided in the form of a letter of credit, the Owner shall ensure that such letter of credit is kept in full force and effect and hereby warrants that it will pay all premiums for the said letter of credit as they become due. The security taken by the Municipality shall be released to the Owner once the Owner has provided the stamped Servicing Plan and it has been approved to the satisfaction of the Municipal Engineer. The Municipality shall not unreasonably withhold the return of security.

RH

*MECP Security for the Maintenance, Operation and Management of the Private Communal Sewage Treatment Works in lieu of Municipality Responsibility Agreement*

9. The Parties acknowledge that MECP agreed to accept Financial Assurance directly from the Owner in the amount of one hundred ninety-three thousand five hundred eighty-two (\$193,582.00) *in lieu* of there being a Municipality Responsibility Agreement between the Owner and the Municipality, the amount based on a calculation set out at section 3.0 of the Financial Assurance Plan attached as *Schedule "C"* which confirms that a portion of the Financial Assurance was for up to (3) years of undiscounted operating costs, as well as measures appropriate to prevent adverse effects upon the closing of the works.

*Additional Security for the Maintenance, Operation and Management of the Private Water Works and Private Communal Sewage Commitments*

Initials: PH WN

10. The Owner does hereby immediately upon the endorsement of this Agreement, irrevocably provide to the Municipality an Assignment of Rent in the amount of fifty-thousand dollars (\$50,000.00) from rents received from the residents of the Resort, subject to an annual increase thereafter, if any, by way of Annual CPI Adjustment for Ontario as determined by Statistics Canada (hereafter, the "Assigned Rent"), to fund a backup operations fund, which shall be earmarked and attributed to the continued operation, management, and private water works and private communal sewage systems serving the Resort in the event of default by the Owner of any obligations set out in this Agreement or in the Amended ECA (hereinafter referred to as the "Backup Operations Fund"). The Assigned Rent, which funds the Backup Operations Fund, shall be deposited and held in a Guaranteed Investment Certificate or equivalent product at a Canadian banking institution acceptable to the Municipality (hereinafter, the "GIC/Equivalent Product") to be established forthwith following the endorsement of this Agreement.

11. For the purposes of section 10 above, "Annual CPI Adjustment for Ontario" shall mean an annual adjustment to the amount making up the Backup Operations Fund compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Consumer Price Index (normally released by Statistics Canada in January of each year) which shall occur annually every February 1st from 2021 forward while this Agreement remains registered on title of the Lands. In the event that February 1st on any given year does not fall on a business day, the Annual CPI Adjustment for that particular year will occur on the next business day. There will be no adjustment to the Backup Operations Fund amount in the event of a decrease in the said rate of inflation.

12. The existence of the Backup Operations Fund in no manner whatsoever subtracts, deducts or takes away from the Financial Assurance Amount negotiated between the Owner and the MECF and held by the MECF which in part, was negotiated to provide for the costs associated with the private sewage works for up to (3) years.


13. In the event of default by the Owner of any provision of this Agreement or of any provision of the Amended ECA (hereinafter referred to as an "Event of Default"), the Assigned Rent/Backup Operations Fund may be used by the Municipality to retain a third-party operator to operate, maintain, and manage the private water and private communal sewage systems serving the Resort for a period of up to twelve (12) months, such that the mobile units at the Resort may be closed down, operated temporarily, and residents of the Resort have a reasonable opportunity to make alternate arrangements for their mobile units while the Resort prepares for closure.

14. The GIC/Equivalent Product holding the Assigned Rent/Backup Operations Fund shall be accessible to the Municipality following the Municipality providing thirty (30) days written notice to the Owner and banking institution holding the GIC/Equivalent Product, noting that an Event of Default has occurred. In the event the occurrence of an Event of Default set out by the Municipality in writing is disputed by the Owner, the Municipality shall nonetheless have unfiltered access to the GIC/Equivalent Product holding the Assigned Rent/Backup Operations Fund for the purposes set out in section 13 of this Agreement and the Owner agrees that it shall not call into question, directly or indirectly, in any proceeding or otherwise, the assignment of the Assigned Rent/Backup Operations Fund to the Municipality and it acknowledges that it is estopped from doing so. Together with the aforementioned notice from the Municipality that an Event of Default has occurred, which constitutes sufficient proof of such occurrence for the purpose of the Municipality accessing the GIC/Equivalent Product holding the Assigned Rent/Backup Operations Fund, the Municipality shall provide to the banking institution holder of the GIC/Equivalent Product holding the Assigned Rent/Backup Operations Fund with an endorsed direction to release the funds.

15. The Owner does hereby direct the banking institution holder of the GIC/Equivalent Product holding the Assigned Rent/Backup Operations Fund to release the assets therein to the Municipality upon the banking institution providing the banking institution written notice of an Event of Default, as defined in section 13 above.

16. Notwithstanding any other provision of this Agreement, no delay by the Municipality in providing the Owner with notice that the Owner is in default or delay by the Municipality in providing default by the Owner shall not prevent the Municipality from accessing the Assigned Rent/Backup Operations Fund.

17. The collective responsibility (sections 4, 6, 7, 21 and 26), indemnity (section 27) and security (sections 8-19) provisions of this Agreement, together with the Financial Assurance Amount held by the MECF, provide a means in the event of default by the Owner of its operation, maintenance, management, and private water works and private communal sewage commitments, to allow for the continued operations of private water works and private communal sewage system operations

Initials: 

prior to the closure of the Resort and for all related site clean-up and remediation expenditures to be covered without the Municipality incurring costs.

18. Upon request by the Municipality at any time requesting confirmation from the Owner that the GIC holding the Assigned Funds/Backup Operations Fund has been established, the amount of funds currently contained within the GIC holding the Assigned Funds/Backup Operations Fund, or any other details in relation to the GIC holding the Assigned Funds/Backup Operations Fund, the Owner shall provide such information and/or confirmations from the financial institution holding the GIC in a timely and expeditious manner and time shall be considered of the essence by the Owner in responding to the request.
19. In the event that the Owner permanently closes the Resort from operation and funds remain in the GIC holding the Assigned Funds/Backup Operations Fund, the Municipality will take necessary action to assign those funds back to the Owner once the Municipality, at its discretion, is satisfied that the residents of the Resort have a reasonable opportunity to make alternate arrangements for their mobile units while the Resort prepares for closure, the resort has permanently ceased operations, no resident continues to reside at the Resort, and that all potential adverse effects have been addressed by the Owner to the satisfaction of the MECP.

#### Compensation for Costs Incurred

20. The Owner agrees to compensate the Municipality in the amount of three thousand dollars (\$3,000.00), as reimbursement of a portion of the Municipality's legal costs incurred in discussing with the MECP the keeping of its commitment to the Owner concerning Financial Assurance and in drafting/negotiating this Agreement. Further, the Owner agrees that it does not dispute and shall not call into question, directly or indirectly, in any assessment proceeding or otherwise, the reasonableness of the aforementioned payment and it acknowledges that it is estopped from doing so.

#### Maintenance of Works and Facilities

21. The Owner covenants to maintain, at its sole risk and expense, and to the satisfaction of the Municipality, all of the Works and Facilities as provided for and set out in *Schedules "F" and "G"*. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Municipality, or in the event of any failure, malfunction or unauthorized alteration to the Works and Facilities, the Municipality is hereby authorized to enter upon the Lands without notice to the Parties in order to make all necessary repairs and perform all necessary maintenance, the cost of which shall be borne and paid by the Owner, failing which the provisions of the *Municipal Act* shall apply and the Municipality may recover the expense incurred in so doing by action or by adding the expense to the tax roll of the lands and collecting the expense in like manner as municipal taxes.
22. The Owner acknowledges that notwithstanding the foregoing, should the Owner fail to maintain the Works and Facilities provided for and set out in *Schedules "F" and "G"*, the MECP will enforce compliance with the Amended ECA.
23. Without limiting the provisions of section 7(d) of this Agreement, the Owner hereby agrees that when carrying out the required monitoring program and keeping of records required by the Amended ECA, it shall at the request of the Municipality, share copies of the monitoring records with the Municipality. Any failure by the Owner to perform the required monitoring and record keeping services, in addition to being a violation of the Amended ECA, shall constitute a breach of this Agreement by the Owner.

#### Registration of Agreement

24. The Parties acknowledge and direct that this Agreement be electronically registered on title of the Lands by legal counsel for the Owner at one hundred percent (100%) the expense of the Owner. The Owner shall provide the Municipality with proof of registration.

#### Priority of Agreement

25. The Owner hereby agrees that if at the time of registration of this Agreement there are any encumbrances on title to the Lands held by any party other than the Municipality, the Owner shall arrange for the discharge of such encumbrances from title. In the alternative, the Owner shall, prior to the registration of this Agreement, obtain a postponement and consent in favour of the Municipality for each encumbrance to this Agreement's priority on title of the Lands and provide proof to the Municipality that the postponement and consent has been registered on title to the Lands.

Initials: RT WH \_\_\_\_\_

**Responsibility and Indemnity**

26. The Owner expressly acknowledges and agrees that the development of the Lands, including the design, construction, installation, operation, maintenance and management of the Works and Facilities, which includes but is not limited to the design, construction, installation, operation, maintenance and management of the private water and private communal sewage treatment systems located on or under the Lands, in accordance with the Amended ECA, and all of the Owner's operations and activities on the Lands, are entirely and solely at the Owner's own risk without liability or responsibility of the Municipality.

27. Without limiting the foregoing, the Owner hereby fully releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Councilors, officers, employees, legal counsel, agents and contractors, and the County, its Councilors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including without limitation, legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario)) and for any and all liability for:

- (a) damages to any property, including property other than the Lands;
- (b) any direct, indirect, special or consequential damages; and
- (c) any injury to any person (including death) however caused;

which in any manner arise out of or are in any manner related to this Agreement, the development of the Lands, including the design, construction, installation, operation, maintenance or management of the Works and Facilities or any of the Owner's operations or activities on the Lands.


**Insurance**

*Owner Insurance*

28. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with insurance policies from the Owner supplied by an insurance broker/provider licensed to provide insurance in Ontario, which provides coverage limits of not less than Five Million Dollars (\$5,000,000.00) and names the Municipality as additional insureds from and against personal injury/bodily harm (including death), property damage, errors and omissions, and contractual liability arising from this Agreement, which arise out of the installation/construction and maintenance of the Works and Facilities to be performed pursuant to this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The Owner shall upon the request of the Municipality, and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the above mentioned insurance policies of the Owner shall continue indefinitely and shall be renewed year on year thereafter to provide coverage for the Owner's continued maintenance obligation with respect to the Works and Facilities.

*Contractor/Agent Insurance*

29. Forthwith upon execution of this Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to the Works and Facilities to provide the Municipality with insurance policies supplied by an insurance broker/provider licensed to provide insurance in Ontario, which provides coverage limits of not less than five million dollars (\$5,000,000.00) for each of the contractor(s) and/or agent(s) and names both the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, contractual liability (from this Agreement), employer's liability, employee benefits liability and non-owned auto liability which arise out of the installation and construction of the Works and Facilities to be performed pursuant to this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The contractor(s) and/or agent(s) shall upon the request of the Municipality, and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the above mentioned insurance policies have been paid and that such policies are in full force and effect. Such insurance policies of contractors and/or agents of the Owner retained for construction of the Works and Facilities shall continue until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

Initials: 

*Retained Engineer Insurance*

30. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) and that it will require its retained engineer to provide a copy of the certificate of insurance and other documentation to the Municipality confirming that the premiums for the abovementioned insurance has been paid and that such policy is in full force and effect with respect to coverage for the engineering work related to the Works and Facilities addressed in this Agreement.

*WSIB Clearance*

31. Upon execution of this Agreement, the Owner shall arrange for a Certificate of Clearance from the Workplace Safety and Insurance Board ("WSIB") for any contractor and/or agent stating that all assessments or compensations payable have been paid and all the requirements of the WSIB have been complied with. From time to time and when requested, the Owner will be required to provide a certificate of clearance from the WSIB to the Corporation from any contractor and/or agent. Such Certificate of Clearance shall indicate that the contractor and/or agent and any subcontractors have complied with the requirements of the WSIB and are in good standing in the books of the WSIB.

**Work Standards and Compliance with Laws**

32. The Owner shall ensure that all work completed on and under the Lands is carried out in a manner that is in conformity with the *Occupational Health and Safety Act*, R.S.O. 1990, Ch. O.1, as amended or replaced, and other legislation or requirements. The Municipal Engineer shall provide an "Authorization to Proceed with Construction" and give the Owner a copy that must be on site at all times and available upon request. The Owner shall require that the any contractor and/or agent must complete the form "Registration of Constructors and Employers Engaged in Construction" and it must be on site and available upon request.
33. The Owner shall ensure that the contractor(s)' and/or agent(s)' employees and subcontractors perform the work and services required to complete the Works and Facilities to the degree of care, skill and diligence of a professional contractor as defined by normal industry practice and further, that at all times the contractor(s) and/or agent(s) as well as their subcontractors and employees are in compliance with all Federal, Provincial and Municipal laws, statutes, regulations and by-laws. All certificates of training must be available upon request of the Municipality, as applicable.

**Amendment and Waiver**

34. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

**Enurement**

35. This Agreement shall enure to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and assigns.

**Site Plan Control Area Compliance**

36. The Works and Facilities constitute development <sup>and Grading Plan</sup> as defined by section 41 of the *Planning Act*, the Site Plan (*Schedule "F"*) and Servicing Plan (*Schedule "G"*) are required by the Municipality in accordance with section 41(4)2-3 of the *Planning Act*; the Impacts Buffer is required in accordance with section 41(7)(a)6 of the *Planning Act*; and the requirement to provide, design, build, construct, install, operate, and maintain the Works and Facilities at the risk of the Owner and the additional specific covenants provided for in this Agreement, including without limitation, the security provisions contained in sections 8 and 10 of this Agreement and insurance provisions contained sections 19-22 of this Agreement are entered into in accordance with subsections 41(7)(b, c, and c.1) of the *Planning Act*. The Owner agrees that it does not dispute and shall not call into question the above, either directly or indirectly in any proceeding or otherwise and the Owner agrees that in endorsing this Agreement, it is estopped from doing so.

WN

RF

Initials: RF WN





IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of their duly authorized officers, as the case may be.

**OWNER: ORIOLE PARK RESORT INC.**

Per: Wendy Nesseth  
Name: Wendy Nesseth  
Title: President

Address for Service:  
Oriole Park Resort  
22790 Amlens Road  
Komoka, ON N0L 1R0

Per: Ruth Hall  
Name: Ruth Hall  
Title: Secretary-Treasurer  
*//We have authority to bind the Corporation.*

**MUNICIPALITY OF MIDDLESEX CENTRE**

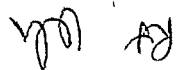
Per: Aina DeViet  
Aina DeViet, Mayor

Address for Service:  
Municipality of Middlesex Centre  
Municipal Offices  
10227 Ilderton Road  
R.R. #2 Ilderton, ON N0M 2A0

Per: James Hutson  
James Hutson, Clerk  
*We have authority to bind the Corporation.*

Initials: JE JH

PART LOT 1, CONCESSION 2 AS IN 187814 SAVE AND EXCEPT PART 1, PLAN 33R-17141;  
MUNICIPALITY OF MIDDLESEX CENTRE/LOBO TWP, BEING ALL OF PIN 09660-0206 (LT).

SCHEDULE "A" 

# Schedule "B"

## SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made this 27<sup>th</sup> day of July, 2011.

BETWEEN:

SCOTT SHAWYER

Appellant

- and -

ORIOLE PARK RESORT INC., WENDY NESSETH AND RUTH HALL

Respondents

WHEREAS Oriole Park Resort Inc. is seeking a rezoning of land located at 22790 Amiens Road (the "Property") to allow for the placement of mobile homes in addition to park model trailers and to allow for the use of the park for a period of 11 months (the "zoning by-law amendment or ZBA");

AND WHEREAS the Appellant filed an appeal to the ZBA to the Ontario Municipal Board (the "OMB") on May 26, 2011;

AND WHEREAS the parties have agreed to settle the Appeal on the following terms and conditions in consideration of the mutual promises contained herein.

1. The Appellant agrees to withdraw the Appeal forthwith upon execution of this Agreement by the Respondents.
2. The Respondents shall not permit any Development of the Property to occur within 30.5 m (100 feet) of the Oxbow Road streetline and within 13.4 m (44 feet) of the Amiens Road streetline until either a 9.2 metre wide band of Dense Forest or an Evergreen Vegetative Barrier of 3.1 metre minimum height is installed and maintained on the Property along both of the Oxbow Road streetline and the Amiens Road streetline.

"Development" shall mean the construction and/or installation or location or relocation of any buildings, structures, park model trailers or mobile homes;

"Dense Forest or DF" shall mean a forest made of coniferous and deciduous trees, underbrush and other undisturbed and unmaintained vegetation that has a canopy with at least a 90% coverage and no less than 9.3 metres in height;

"Evergreen Vegetative Barrier or EVB" shall mean a natural barrier comprised of evergreen plant vegetation species that is a minimum of 3.1 metres in height, providing a year round barrier screen.

3. The EVB or DF shall not be removed once any Development is constructed, installed or otherwise located within the setback area noted in clause 1.

Environmental Compliance Approval  
Amendment Application (Private Sewage Works)  
Oriole Park Resort  
Komoko, ON

Prepared for:  
Oriole Park Resort

Prepared by:  
Azimuth Environmental  
Consulting, Inc.

April 2020  
ABC 10-023

Schedule "C" et al



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**Report No.:** PLA-49-2018  
**Meeting Date:** September 26, 2018  
**Submitted by:** Kelly Henderson Planner  
**Subject:** Application for an Official Plan Amendment (OPA 41) Zoning By-law Amendment (ZBA 14), Oriole Park Resort; 22790 Amiens Road

---

**Recommendation:**

THAT Report PLA-49-2018 be received for information.

**Purpose:**

The purpose of this report is to provide Council with background information regarding an Official Plan Amendment and Zoning By-law Amendment for a property located at the southwest corner of Amiens Road and Oxbow Drive.

A location map is included as Attachment 1.

A public meeting of Council has been scheduled for the evening of September 26, 2018 in accordance with Section 34 of the *Planning Act*. The purpose of the meeting is to allow the applicant to present the proposal and to solicit feedback from members of the public.

Staff will provide an evaluation of the subject application in a subsequent report for Council's consideration following receipt of public and agency feedback through the circulation of the proposal and the associated public meeting.

**Background:**

The subject lands currently contain mobile homes and Park Model Trailers, which are permitted to be occupied for eleven months of the year. Currently residents are required to vacate their units for the month of February. The Resort contains approximately 163 units including park model trailers and mobile homes serviced by communal (private) water and sewage treatment facilities, and an internal road circulation system. The lands also include a variety of residential amenities including a lounge, entertainment centre, laundromat, parks and a pool.

The subject lands have previously been through a zoning by-law amendment in 2011, at which time a holding symbol was placed on the property in order to require a vegetative buffer provision to allow development to proceed within 30.5 metres of Oxbow Drive and within 13.4 metres of Amiens Road. At this time the current zoning was not amended to



## Schedule "E"

Handwritten initials: "R" and "W"

**AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL**  
NUMBER 6951-BRYTRH  
Issue Date: September 25, 2020

Site Location:  
Oriole Park Resort Inc.  
22790 Amies Road,  
Municipality of Middlesex Centre,  
Ontario, N0L 1R0

Oriole Park Resort  
22790 Amiens Road  
Municipality of Middlesex Centre,  
County of Middlesex.

*You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:*

usage of the existing on-site communal sewage treatment and sub-surface effluent disposal system servicing Oriole Park Resort Inc., presently a Seasonally Operated Camp Site to operate on an year-round basis as per Official Plan Approval No 41 of the County of Middlesex dated April 15, 2019, for the existing 200 residential units, rated at 52,000L/day for collection, treatment of domestic and restaurant sewage and disposal of effluents, consisting of the following:

### EXISTING SYSTEM:

**Pre-treatment/Equalization Tank A:** - a 40,000L capacity single chamber tank, complete with a 100mm diameter gravity pipe to discharge into first basin of a prepackaged sequencing batch reactor (SBR) system as described below:

**Pre-aeration-Tank B:** - an in-ground 60,000L capacity aeration/surge tank outfitted with a network of bubble diffusers, air to be supplied by a regenerative blower (Cast R7100 or approved equivalent) complete with motor drive and controls, to provide DO levels between 2-4mg/L; the liquid to discharge via a 150mm diameter gravity pipe to the tank-C downstream,

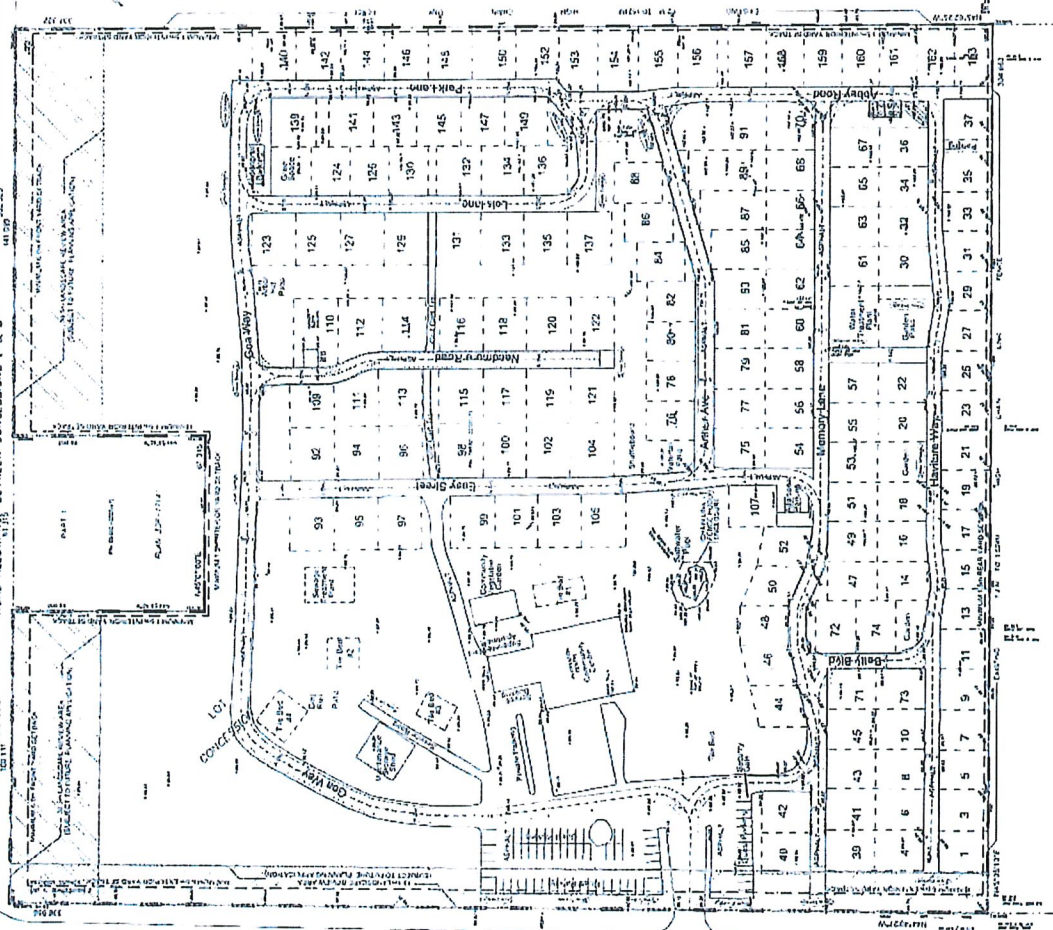
**Denitrification-Tank C:** - a single chamber 60,000L capacity closed tank consisting of a suspended carbon source (open cell carbon impregnated cubes and pall rings, suspended in the tank) to discharge liquid via a 150mm diameter gravity pipe to the tank-D downstream,

WA PT

**Schedule "F"**

Oxbow Road

Amiens Road



Fire Route  
Snow Storage

**SITE PLAN**  
 ORIOLE PARK RESORT  
 22790 AMIENS ROAD, KOMOKA  
 PART OF LOT 1, CONCESSION 2  
 MUNICIPALITY OF MIDDLESEX CENTRE  
 (GEOGRAPHIC TOWNSHIP OF LOBO  
 COUNTY OF MIDDLESEX)



**LEGEND**

- Proposed Building Footprint
- Proposed Parking Area
- Proposed Driveway
- Proposed Access Road
- Proposed Utility Lines
- Proposed Easement
- Proposed Boundary
- Proposed Right-of-Way
- Proposed Setback
- Proposed Fencing
- Proposed Landscaping
- Proposed Stormwater Management
- Proposed Fire Route
- Proposed Snow Storage

**STE DATA**

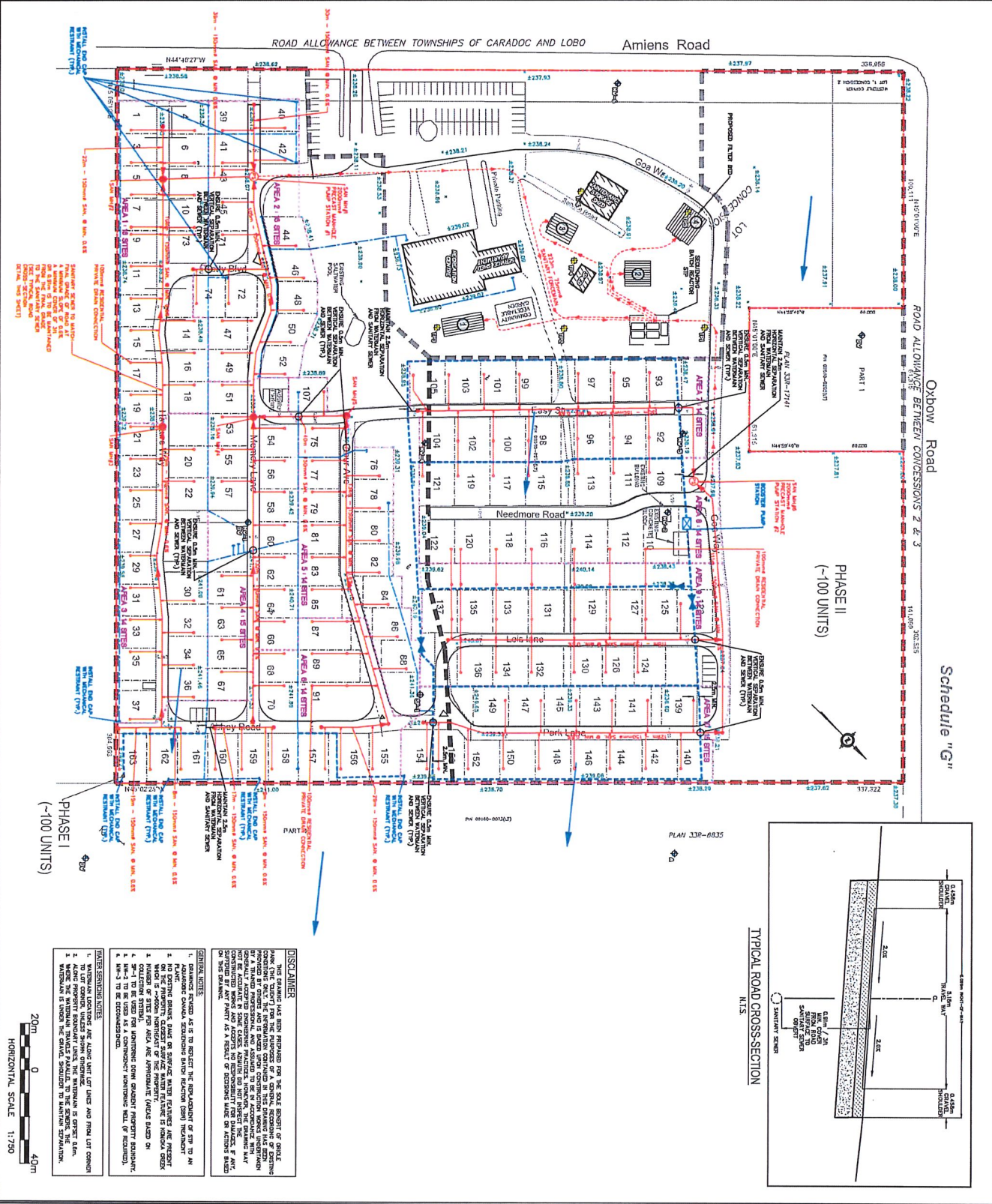
DATE: 2014-07-24  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]  
 SHEET NO.: [Number]



Scale: 1:1000  
 Date: 2014-07-24  
 Author: [Name]  
 Designer: [Name]  
 Checker: [Name]  
 Project: [Name]







**DISCLAIMER**

This drawing has been prepared for the sole benefit of the client and is not to be used for any other purpose. The designer shall not be responsible for any errors or omissions in this drawing. The client shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

**GENERAL NOTES**

1. All dimensions are in feet and inches.
2. All elevations are in feet above mean sea level.
3. All materials shall be as specified in the schedule of materials.
4. All work shall be in accordance with the applicable codes and standards.

**LEGEND**

- PROPERTY BOUNDARY
- LINE OF ROAD
- PHASE I/A BOUNDARIES
- PHASE II BOUNDARIES
- PHASE I/A BOUNDARIES
- PHASE II BOUNDARIES
- PHASE I/A BOUNDARIES
- PHASE II BOUNDARIES
- PHASE I/A BOUNDARIES
- PHASE II BOUNDARIES

**GENERAL SERVING LAYOUT**

ORIOLE PARK RESORT SEWAGE AND WATER WORKS

KOJIMA, ON

DATE ISSUED: AUGUST 2022

CREATED BY: AL

PROJECT NO.: 10-023

REFERENCE: KOMIQA, OW

DWG: 1

**APPROVED**

NO. 1

PROVIDE GENERAL RECORD OF EXISTING CONDITIONS TO TOWNSHIP

DATE: 8/16/22

APPROVED: [Signature]

LICENSED PROFESSIONAL ENGINEER

NO. 10008395

J.S. COUGHLIN

STATE OF ONTARIO

WN

RFF





**Signature:** *Wendy Nesseth*

**Email:** [onair@rogers.com](mailto:onair@rogers.com)

**Signature:** *Ruth Hall*

**Email:** [ruthhall@execulink.com](mailto:ruthhall@execulink.com)











# Oriole Park Resort - Mutatis Mutandis Agreement

Final Audit Report

2023-10-24

Created:	2023-10-24
By:	Travis Vogel (tvogel@cohenhighley.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8m_4DFWaq2EMNNYmK592PUerPfmYqbTS

## "Oriole Park Resort - Mutatis Mutandis Agreement" History

-  Document created by Travis Vogel (tvogel@cohenhighley.com)  
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-  Document emailed to onair@rogers.com for signature  
2023-10-24 - 1:26:44 PM GMT
-  Email viewed by onair@rogers.com  
2023-10-24 - 2:36:27 PM GMT- IP address: 99.242.78.127
-  Signer onair@rogers.com entered name at signing as Wendy Nesseth  
2023-10-24 - 2:39:39 PM GMT- IP address: 99.242.78.127
-  Document e-signed by Wendy Nesseth (onair@rogers.com)  
Signature Date: 2023-10-24 - 2:39:41 PM GMT - Time Source: server- IP address: 99.242.78.127
-  Document emailed to ruthhall@execulink.com for signature  
2023-10-24 - 2:39:46 PM GMT
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-  Signer ruthhall@execulink.com entered name at signing as Ruth Hall  
2023-10-24 - 3:22:56 PM GMT- IP address: 64.39.174.87
-  Document e-signed by Ruth Hall (ruthhall@execulink.com)  
Signature Date: 2023-10-24 - 3:22:58 PM GMT - Time Source: server- IP address: 64.39.174.87
-  Agreement completed.  
2023-10-24 - 3:22:58 PM GMT

