

SITE PLAN CONTROL AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of June, 2021.

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX
CENTRE**
(the "**Municipality**")

OF THE FIRST PART;

-and-

2685719 ONTARIO INC.
(the "**Owner**")

OF THE SECOND PART

WHEREAS:

- A. the Municipality has by By-law No. 2003-035 as amended or replaced, designated all Subject Lands within the boundaries 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, as amended or replaced (hereafter, the "**Planning Act**"), and the Subject Lands described in **Schedule "A"** attached hereto are within such boundaries;
- B. The Owner warrants that it is the registered owner of Subject Lands described in **Schedule "A"** (hereinafter, the "**Subject Lands**") attached hereto, in fee simple;
- C. the Owner has submitted plans for a Car and Dog Wash on the Subject Lands and has submitted for approval a site plan, as shown on **Schedule "B"** (hereinafter referred to as the "**Site Plan**");
- D. the Municipality is prepared to approve the Site Plan in the form attached to this Agreement as **Schedule "B"** upon the condition that the Owner enters into this Agreement;
- E. Site Plan Control and Development Agreements may be entered into and registered on title pursuant to subsection 41(7), (8), and (10) of the *Planning Act* and section 71 of the *Land Titles Act*, RSO 1990, c.L.5, as amended or replaced, and are enforceable pursuant to sections 446 and 442 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (hereinafter referred to as the "**Municipal Act**"); and
- F. Provided the Owner and the Municipality have entered into this Agreement, the Municipality may at that time issue a building permit subject to approval of building plans and subject to the site plan being in full compliance with the Zoning By-law and all applicable law.

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:

Incorporation of Recitals

- 1. The above recitals are true and are hereby incorporated into this Site Plan Control and Development Agreement (hereinafter referred to as this "**Agreement**") by reference.

Conditional Approval of Development and Site Plan

- 2. The Municipality approves the development and Site Plan in accordance with the plans and specifications attached hereto as **Schedule "B"**, subject to the covenants in this Agreement. The Owner warrants and undertakes and complete the development of the

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Subject Lands in accordance with the Site Plan and that the Land shall be used by the Owner and by any subsequent Owners and occupiers of the Land in accordance with and in conformity the Site Plan.

Installation of Works and Facilities

3. The Owner covenants to provide, construct, install and maintain the works and facilities set out and provided for in *Schedule "B"* and to the satisfaction of the Municipality (hereinafter, the "**Works and Facilities**"). The Works and Facilities shall be provided, constructed, installed and maintained by the Owner at absolutely no expense to the Municipality.

Responsibility and Cost of the Works and Facilities

4. The Owner is responsible for one hundred percent (100%) of the total cost for completion of the Works and Facilities. Every provision of this Agreement by which the Owner is obliged in any way, even where the provision not specifically enumerate "at the 100% expense of the owner", shall be deemed to include the words "at the 100% expense of the Owner". In the event that the Owner default on any provision of this Agreement, the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (hereafter, the "**Municipal Act**") apply; any monies owing to the Municipality constitute debt to the Municipality and priority lien owing to the Municipality; and the Municipality may use the remedies set out in section 29-30 to address the default.

Compliance with Law

5. The Owner shall:
 - (a) Be one hundred percent (100%) responsible for ensuring that the installation and construction of the Works and Facilities complies with all applicable Federal, Provincial and Municipal laws, statutes regulations, by-laws 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 for said installation, construction or removal, 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 any applicable Conservation Authority.

Application of Municipal and County By-laws

6. The Owner shall:
 - (a) comply with all Municipal By-laws (collectively, hereafter referred to as the "Municipal By-laws"), as amended or replaced, as applicable. The Municipal By-Laws may apply but not be limited to Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits for commencement of any work on, under and around Springfield Way. The Owner shall comply with the Municipal By-laws and where applicable, shall apply for any such permit or require any contractors and/or agents acting on their behalf to apply for permits and pay appropriate fees in accordance with the Municipal By-laws in advance of commencing any work on, under or around Springfield Way. The Owner further covenants to provide to the Municipality any security deemed necessary by the Director of Public Works and/or Municipal Engineer, retained or employed, as designated by the Municipality (the "Municipal Designate") in accordance with the Municipal By-laws and will require any contractors and/or agents acting on its behalf to provide any security deemed necessary by the Municipal Designate in accordance with the Municipal By-laws and 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. The aforementioned security may be drawn upon by the Municipality in the event of default on Municipality permitting conditions.
 - (b) comply with the County By-laws, where applicable, as amended or replaced, and as required by the County.

Development Control

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

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of the Owner in furtherance of this Agreement and to ensure that all work and services performed by its 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 default of this Agreement by the Owner.

Engineering Drawings

- (b) To provide engineering drawings for approval by the Municipal Designate, inclusive of detailed designs and specifications demonstrating details of all Works and Facilities. Without limiting the foregoing, the Owner shall provide engineering drawings detailing, where applicable, all grading, stormwater management, sediment erosion control, easements, servicing, entrance details, road allowance widening, pavement widening, utility construction and any other work required as part of the development. Approval shall be in the sole and absolute discretion of the Municipal Designate. Where any of the drawings forming part of *Schedule "B"* require amendment, such amendments shall be subject to the approval of the Municipal Designate, in his/her sole and absolute discretion, and upon approval such plans and drawings shall form part of *Schedule "B"* to this Agreement where so agreed in writing by the Parties.
- (c) The Owner shall provide to the Municipal Designate "as constructed" drawings to the specifications and satisfaction of the Municipal Designate, if required.

Restoration of Highways

- (d) In the event that any highways of the Municipality or the upper-tier municipality, The Corporation of the County of Middlesex, are affected or damaged by any Works and Facilities installed or constructed, the Owner shall restore to their pre-construction condition at 100% its own cost to the satisfaction to the Municipality and or The Corporation of the County of Middlesex, as applicable.

Water Service

- (e) To construct private watermain located on or under the Subject Lands, private watermain, services and other appurtenances required to service the proposed development with municipal water and connect them to the municipal water pipes as set out and provided for in *Schedule "B"*. The Owner shall complete the works referred to in this sub-paragraph 7(e) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act 2001*, SO 2001, chapter 25, as amended or replaced (hereinafter, the "***Municipal Act***") apply. The parties acknowledge and agree that the following additional provisions apply to the Works and Facilities referred to in this sub-paragraph 7(e):
 - i. No work shall be performed on the existing municipal water distribution system located on, under and around Springfield Way without prior written approval of the Municipal Designate and the County Engineer, as applicable.
 - ii. All private watermain, services and appurtenances constructed on or under the Lands shall be regarded as private works not to be assumed by the Municipality.
 - iii. The Works and Facilities referred to in sub-paragraph 7(e) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 7(e) and the Owner shall remain responsible for construction and maintenance of said works as confirmed in sections 3 and 8 of this Agreement.
 - iv. No connection of any water service works or watermain may be made to existing municipal water distribution systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owners' retained engineer has provided to the Municipal Designate:

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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 Ministry of the Environment, Conservation and Parks standards and are ready for operation;
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 Ministry of the Environment, Conservation and Parks standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Designate;
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.

All watermain 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 attendance and witnessing of the Municipality's representative of the above noted testing.

Sanitary Sewer Works

- (f) To construct the private sanitary sewers located on or under the Subject Lands, private sanitary sewer Works and Facilities required to service the proposed development with municipal sanitary sewer services as set out and provided for in *Schedule "B"*. The Owner shall complete the works referred to in this sub-paragraph 7(f) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act* apply.
- (i) No work shall be performed on the existing municipal sanitary sewer system located on or under Doan Drive and on or under Springfield Way, if applicable, without prior written approval of the Municipal Designate and the County Engineer.
 - (ii) All private sanitary sewer works constructed on or under the Lands shall be regarded as private works not to be assumed by the Municipality.
 - (iii) The Works and Facilities referred to in sub-paragraph 7(f) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 7(f) and the Owner remain responsible for construction and maintenance of said works as confirmed by sections 3 and 8 of this Agreement.
 - (iv) No connection of any sanitary sewer works may be made to pre-existing municipal sanitary sewer systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owners' retained engineer has:
 - i. provided to the Municipal Designate 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 standards and are ready for operation;

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- ii. provided to the Municipal Designate a sewer video inspection report and disk (DVD) for all sanitary sewers accompanied by a written report from the inspection company;
- iii. confirmed that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specifications;
- iv. all sanitary service works maintenance holes have been leak-tested to the satisfaction of the Municipal Designate in accordance with the Ontario Provincial Standards specifications;
- v. confirmed that all new sanitary sewer works have been flushed and cleaned and if deemed necessary by the Municipal Designate in his/her discretion, has undertaken further video inspection;
- vi. confirmed that the new sanitary sewer works are in compliance with the Ontario Building Code; and
- vii. certified that all new sanitary service works are ready for operation.
- viii. All sanitary sewer testing 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 attendance and witnessing of the Municipality's representative of the above noted testing.

Stormwater Management and Municipal Drain Connection

- (g) To connect, construct and install a stormwater management and drainage system on or under the Subject Lands and grade those Subject lands as set out and provided for in *Schedule "B"* and prepared by the Owner's retained engineer and approved by the Municipal Designate. Upon approval of the Municipality's Drainage Superintendent and/or Municipal Designate, as applicable, the Owner shall connect the aforementioned stormwater management and drainage system to the municipal storm sewer in accordance with the plans set out in *Schedule "B"*. The Owner shall complete the Works and Facilities referred to in this sub-paragraph 7(g) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act* apply
 - i. No flows shall be directed to the adjacent properties and neighbouring areas.
 - ii. Flows shall be captured in a on the Subject Lands in accordance with the plans set out in *Schedule "B"*.
 - iii. The Owner acknowledges that improvements to the municipal storm sewer may be required, at the sole and absolute discretion of the Municipality, prior to any connection to the sewer system and the Owner agrees to be responsible for the cost of same.
 - iv. The Owner shall at 100% its own risk and expense videotape the municipal storm sewer within the limits of the site, and shall extend the videotape across to the other side of Springfield Way at the time of pre-construction. Upon review of the videotape, the Owner shall at its own expense take corrective action as recommended by the County Engineer and/or Municipal Designate.
 - v. The Owner shall ensure that the Oil/Grit separator installed on or under the Lands in accordance with *Schedule "B"* is inspected, cleaned and maintained at least once annually by a qualified waste disposal firm and that any and all on-site maintenance and cleaning complies with applicable laws. The Owner shall provide the Municipality with a record of each annual inspection, prepared by the qualified professional responsible for said inspection. Such record shall confirm that the Oil/Grit separator has been inspected and cleaned and remains fit for use. In the event that the Owner fails to provide said record, the Municipality may enter the Lands to inspect the Oil/Grit separator 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.

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- vi. Without limiting any other section of this Agreement, all of the Works and Facilities referred to in sub-paragraph 7(g), shall be completed to the satisfaction of the Owner's retained engineer, the Municipal Designate and the County Engineer, provided however, that approval by the Municipal Designate and the County Engineer and does not relieve the Owner or the Owner's retained engineer responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate and the County Engineer confirming his or her engineering approval of the as constructed works. The Municipal Designate and the County Engineer may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in sub-paragraph 7(g) and the Owner remains responsible for construction and maintenance of said works as confirmed by sections 3 and 8 of this Agreement.

Grading of the Lands

- (h) To confine all stormwater to the Subject Lands and maintain appropriate grading. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site, which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipality and the County of Middlesex in the event an upper-tier road allowance be impacted, at no cost to the Municipality, the County, or neighbouring property owners.

Access

- (i) The Owner shall restrict the means of vehicular access to the locations shown on the Site Plan. Prior to any work being undertaken within a road allowance, the Owner will obtain a work permit from the road authority having jurisdiction. The undertaking of such work shall be to the satisfaction of the road authority having jurisdiction.

Location of Buildings

- (j) The Owner agrees to construct all buildings in the locations shown on the Site Plan and in conformity with the regulations of the Zoning By-law.

Fire Routes

- (k) To install at 100% its cost, all signage depicting any fire routes required by the Municipality.

Subject Landscaping and Boulevard Maintenance

- (l) To provide landscaping and grass cover on all areas of the Subject Lands not covered by the building, parking areas and driveways. The Owner shall maintain that portion of road allowances between the lot line and the travelled portion of roads.

Exterior Lighting

- (m) To install necessary exterior lighting on the Subject Lands and surrounding areas as required by the Municipality at 100% the Owner's cost. The Owner warrants that all exterior lighting shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and properties.

Open Storage

- (n) Not to engage in any open storage. The Owner hereby acknowledges open storage is not permitted.

Fencing

- (o) To install fencing on the Subject lands and surrounding areas including but not limited to a 1.8m chain link fence along the east property line in accordance with the plans in *Schedule "B"* and as required by the Municipality and in compliance with the Municipality's by-law.

Property Maintenance and Garbage

- (p) To maintain or cause to be maintained the Subject Lands at all times in as neat and tidy

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a condition as is reasonably consistent with the development of the Subject Lands pursuant to the Building Permit, including weed removal and grass cutting prior to and during the development, and after completion of the development. The Owner warrants to confine garbage storage containers to the existing location as shown on the Site Plan.

Additional Approvals and Amended Site Plan Control and Development Agreement

- (q) To obtain additional approvals from other government agencies or ministries as may be required prior to the issuance of a building permits. The Owner warrants that in advance of constructing any future buildings, it shall submit an application to the Municipality for Site Plan Control approval and agrees to amend this Site Plan Control Agreement to reflect any new development particulars or uses of the Subject Lands.

Signs

- (r) In the event the Owner shall install any signs on the Subject Lands, including their locations and graphics, must receive prior approval by the Chief Building Official, in order to ensure compatibility with surrounding properties and to prevent sight line obstructions. The owner acknowledges that portable signs are not permitted. The Owner shall remove the Brick and Frame sign enclosure in accordance with the Site Plan.

Easement

- (s) The Owner acknowledges that there is an Easement on Part of Block 3, Plan 33M-324 designated as Part 1 on Plan 33R-19825 as in Instrument No. ER1138809 for the benefit of PIN 08502-1015 described a Block 3, Plan 33M-324 Save & Except Part 1 on 33R-17154; Municipality of Middlesex Centre. The Parties acknowledge that this easement shall remain as is.

As agreed with the Municipality, the owner shall to apply to the Council for consent to establish two new easements as described below:

a Hydro easement in favour of 15 Springfield Way on Part 1 adjacent to block line of Block 2 at the Northerly Corner Block 3, Plan 33M-324, and

a sanitary service easement in favour of 9 Springfield Way on Part 2, Part of Block 3, Plan 33M-324, PIN 08502-1015(LT) as shown on Plan 33R-20942 in *Schedule "C"*.

In the event consent is granted by the Council, the Owner will transfer the easements to the applicable party at the Owner's costs.

Concrete Barrier Curb

- (t) To maintain the curb in accordance with the plans in *Schedule "B"* and, if applicable, as required by Municipal and County by-laws.

Municipal Water By-Law and Fees By-law

- (u) The Owner agrees to pay for water usage in accordance with the Municipality's Water By-Law and Fees By-Law, as amended or replaced.

Dog Hair Filters

- (v) The Owner shall ensure that the Dog Hair Filters installed on the Subject Lands are inspected, cleaned and maintained at least once annually by a qualified firm to the satisfaction of the Municipality and in accordance with any applicable municipal by-laws and regulations.

Maintenance of Works and Facilities

8. The Owner covenants to maintain, at its sole risk and expense, all of the Works and Facilities as provided for and set out in *Schedule "B"*. Such obligation does not apply to any works which have been formally assumed by the Municipality pursuant to Assumption By-law. 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 Owner will be in default of this Agreement and the Municipality may remedy the default as set out in section 29-30 of this Agreement.

Mud and Debris Clean-up; Dust Suppression

9. The Owner is responsible for all mud and debris tracked onto roadways from vehicles

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entering or leaving the construction site and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Municipality or County immediately proceed with clean-up operations at the Owner's expense. 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.

Timing for Completion

10. The Owner shall comply with the requirements of this Agreement within a within one (1) year from the date of issuance of a building permit that relates to the requirement. The Owners shall provide proof of completion of the Works and Facilities to the satisfaction of the Municipal Designate. Without limiting the foregoing, the proof required shall include but is not limited to a survey, engineering certification, architectural (including subject landscape architectural) certification and/or any other type of certification.
11. Upon failure of the Owner to complete the requirements of this Agreement within the said one (1) year period, such will constitute a default of this Agreement and the Municipality may proceed to remedy the default as set out in sections 29-30 of this Agreement.

Retained Engineer Certificate

12. All Works and Facilities installed in accordance with *Schedule "B" and this Agreement* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Designate and the Municipal Chief Building Official, provided however, approval by the Municipal Designate and Municipal Chief Building Official does not relieve the Owner and/or Owner's retained engineer from full responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped (hereinafter referred to as the "**Engineer Certificate**"), to the Municipal Designate and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Designate and Municipal Chief Building Official may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the Works and Facilities. The Owner's retained engineer shall be responsible for the engineering of the Works and Facilities and the Owner remains responsible for construction and maintenance.

Security

13. So as to ensure due performance of the requirements of this Agreement with respect to the development of the Subject Lands, the Owner shall, prior to endorsement of this Agreement by the Mayor and Clerk of the Municipality, deposit with the Municipality a performance bond or irrevocable letter of credit in favour of and satisfactory to the Municipality for the principal sum of Ninety Three Thousand Four Hundred and Sixty Four dollars (\$93,464.00) (hereinafter, the "**Security**").
14. In the event the form of Security chosen by the Owner is an irrevocable letter of credit, the Owner covenants to keep such letter of credit in full force and effect and warrants that it will pay all premiums for the said letter of credit as they become due. The letter of credit will be able to be drawn upon by the Municipality at its discretion to address any default of the Owner or debt owing pursuant to this Agreement.

Registration and Priority of Agreement

15. The Parties acknowledge and direct that this Agreement be electronically registered on title of the Subject Lands at the appropriate Land Titles Office by legal counsel for the Owner at one hundred percent (100%) the expense of the Owner to the to the intent and purpose that this Agreement and all of the Owner's covenants herein shall run with the Subject Lands. The Owner shall provide the Municipality with proof of registration.
16. The Owner hereby agrees that if at the time of registration of this Agreement there are any encumbrances on the title to the Subject Lands held by any party other than the Municipality, then 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 Subject Lands.

Responsibility and Indemnity

17. The Owner expressly acknowledges and agrees that the development of the Subject

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Lands, including the installation and construction of the Works and Facilities, is entirely and solely at its own risk and expense without liability or responsibility of the Municipality.

18. Without limiting the foregoing, the Owner releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Councillors, 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 Subject 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 Subject Lands and/or the installation and construction of the Works and Facilities pursuant to *Schedule "B"* and this Agreement.

Insurance

Owner Insurance

19. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with insurance policies from the Owner supplied by an insurance broker/provider licenced 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 an additional insured 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 of 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 until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

Contractor/Agent Insurance

20. Forthwith upon execution of this Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to this Agreement to provide the Municipality with insurance policies supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not be 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 of 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 abovementioned 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 described herein, shall continue until all of the aforementioned works are constructed to the satisfaction of the Municipality.

Retained Engineer Insurance

21. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least Two Million Dollars (**\$2,000,000.00**) 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 this Agreement.

WSIB Clearance

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22. 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

23. The Owner shall ensure that all work completed on property owned by the Municipality or the County 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 Designate 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.
24. The Owner shall ensure that the contractor(s)’ and/or agent(s)’ employees and subcontractors perform all the work and services described in this Agreement with the degree of care, skill and diligence of a professional contractor, as defined by normal industry practice. The Owner shall further ensure, 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, by-laws, and codes of conduct. All certificates of training must be available upon request of the Municipality.

Legal Costs

25. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Municipality, two-thousand and two hundred fifty dollars (\$2,250.00) for reimbursement of a portion of the Municipality’s actual legal fees and disbursements incurred by the Municipality in the drafting and reviewing of this Agreement. Further, the Owner agrees that it does not dispute the reasonableness of the aforementioned payment and is estopped from doing so. Pursuant to the *Municipal Act, 2001*, the costs are a debts and priority liens owing to the Municipality.

Engineering, Planning, Administration, or Surveying Costs

26. In addition to and without limiting section 25 above, the Owner shall reimburse the Municipality, on demand, for its in-house engineering, planning, and administrative consultation, supervision, work and services provided and any external engineering, planning, or surveying costs incurred by the Municipality in connection with this Agreement, including without limitation, the negotiations leading to and the preparation of this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debts and priority liens owing to the Municipality.

Realization of Security Costs

27. In addition to and without limiting sections 25 and 26 above, the Owner shall reimburse the Municipality, on demand, for its costs incurred realizing upon any security given under this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debts and priority liens owing to the Municipality.

Interest and Lien

28. In the event that there are monies due from the Owner to the Municipality which have not been paid within fifteen (15) days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of fifteen percent (15%) per annum (in accordance with section 446 of the *Municipal Act*) calculated from the date of demand. The amount due together with interest thereon shall constitute a debt to the Municipality and priority lien owing to the Municipality.

Default and Remedies

29. In the event the Owner fails to provide for or deliver on any covenants or obligations set out in this Agreement as set out herein, the Owner shall deemed to be in default of this Agreement. Where the Owner is in default of this Agreement, the provisions of the *Municipal Act* apply.

Initials: _____

30. To remedy any default, and without limiting any remedy otherwise available at law, the Municipality at its discretion may: claim on any bond provided as Security; enter upon the Subject Lands without notice to the Owner and cause itself and/or its agents perform any actions or complete any repairs to remedy the default; draw upon any letter of credit provided as Security to pay for any expenses incurred by the Municipality in addressing the default; add any expense incurred by itself or its authorized agents to address the default to the tax roll of the Subject Lands and collect for such expenses in like manner as municipal taxes; withdraw or revoke any other building permit granted to any other person in respect of the Subject Lands and refuse to issue further building permits in respect of the Subject Lands until the default has been rectified; and/or seek redress by legal action.

Entire Agreement

31. This Agreement, including its schedules, constitutes the entire agreement between the parties with respect to the development of the Subject Lands, including any and all other Site Plan Control Agreements which may have been entered into and/or registered against title to the Subject Lands. This Agreement, inclusive of its schedules, supersedes and replaces in their entirety any and all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties concerning the development of the Subject Lands and the parties hereby acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement and its schedules. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed either in tort or contract with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as term in this Agreement. Except as amended in accordance with section 32-33 of this Agreement, the terms of this Agreement shall remain in full force and effect.

Amendment and Waiver

32. 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.

Future Site Plans and Amending this Agreement

33. The Owner agrees to enter into such further or amended site plan control and development agreements as may be deemed necessary by the Municipality, in its discretion. The Owner warrants that in advance of constructing any future buildings, it shall submit an application for Site Plan Control approval to the Municipality and agrees to amend this Site Plan Control and Development Agreement to reflect any new development or uses on the Subject Lands.

Enurement

34. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Subject Lands and shall be binding upon the Owner and upon the Owner's heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors, assigns, and all occupiers of the Subject Lands. This Agreement shall enure to the benefit of and be binding upon the appropriate authority and its successors and assigns. In the event at any point in time, there is more than one Owner of the Subject Lands, the Owners of the Subject Lands, all covenants and responsibilities under this Agreement shall be joint and several amongst the Owners.

Notice

35. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

Initials: _____

36. Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To 2685719 Ontario Inc. at:

23078 Adelaide Road
Mount Brydges, Ontario, N0L 1W0
Attention: Peter Hillen, President
E-mail: _____

To the Municipality at:

Municipality of Middlesex Centre
Municipal Offices
10227 Ilderton Road
RR#2 Ilderton, ON N0M 2A0
Attention: James Hutson, Clerk
E-mail: _____

or to any other address as any party may at any time advise the other of, in writing.

Voluntary Agreement

37. The Parties warrant that this Agreement is voluntary, that none of the parties are under any legal disability and that each party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

Estoppel

38. The Owner shall not call into question, directly and indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall establish estoppel against the Owner in such proceeding where the Owner argues otherwise.

Severability

39. Each section of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable, unenforceable or deemed *ultra vires* in any jurisdiction by any court of competent jurisdiction, then the provision, in whole or in part, shall conclusively be severable and the extent of illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
 - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

The remainder of this Agreement *mutatis mutandis*, shall be and remain in full force and effect.

Time

40. Time shall be of the essence hereof in all respects and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it herein shall not be affected in any way by any previous waive, forbearance or course of dealing.

Electronic Endorsement and Counterparts

41. This Agreement may be executed and intended by the parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

Governing Law

42. This Agreement is governed by and is to be construed and interpreted in accordance with

Initials: _____

the laws of the Province of Ontario and the laws of Canada applicable in that Province.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

Initials: _____

IN WITNESS WHEREOF the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

2685719 ONTARIO INC.

Address for Service:

Per: _____
Name: Peter Hillen
Title: President

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

**THE CORPORATION OF MUNICIPALITY OF
MIDDLESEX CENTRE**

Address for Service:

Per: _____
Name: Aina DeViet
Title: Mayor

Per: _____
Name: James Hutson
Title: Clerk
I/We have authority to bind the Corporation.

SCHEDULE “A”**SUBJECT LANDS**

Part of Block 3, Plan 33M-324, Designated as Part 1 on Plan 33R-17154; Municipality of Middlesex Centre; Subject to an Easement over Part 1 Plan 33R19825 in favour of Block 3. Plan 33M-324 As In ER1138809 being all of PIN 08502-1014(LT); and municipally known as 9 Springfield Way, Lobo, Ontario, N0L 1R0

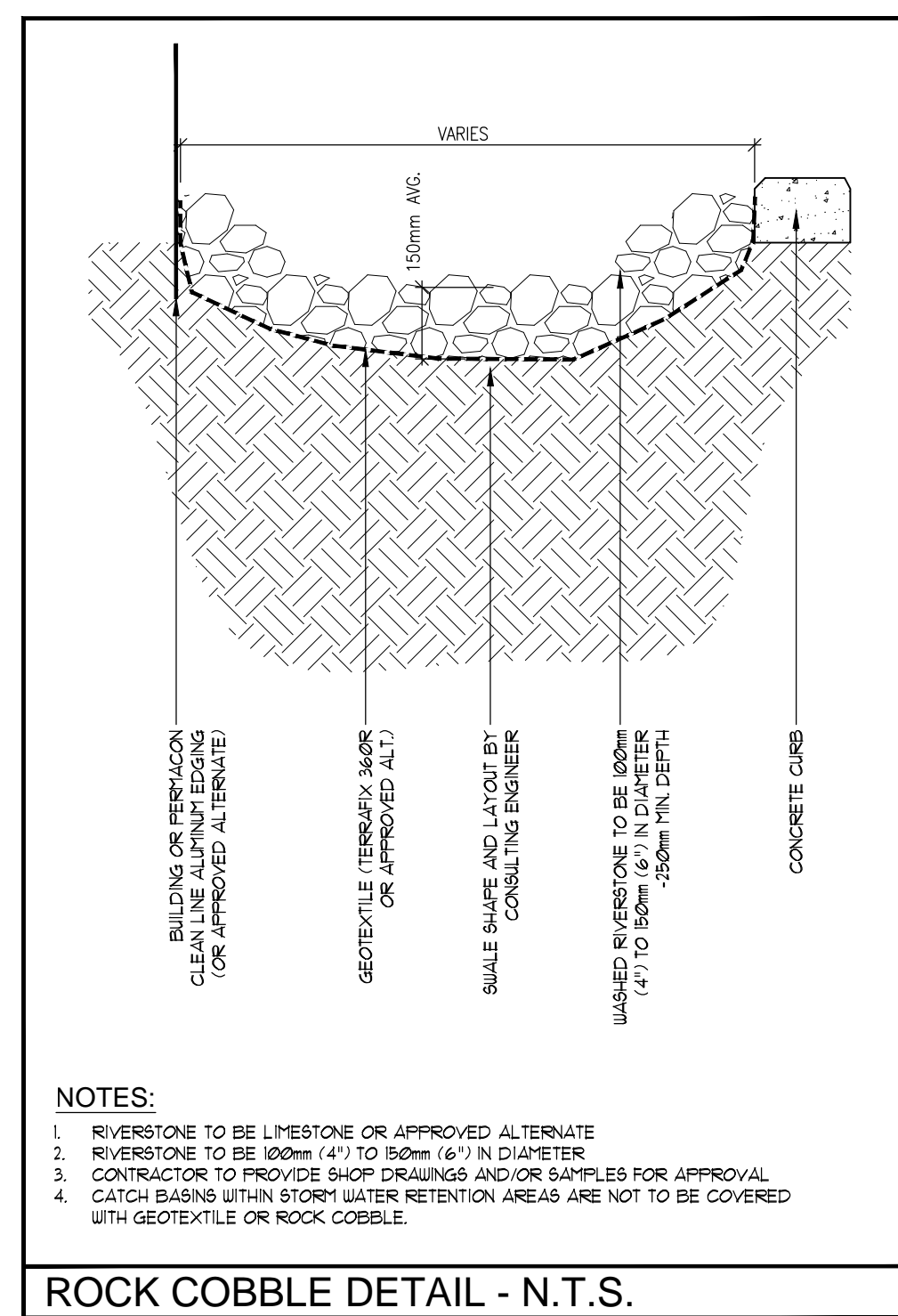
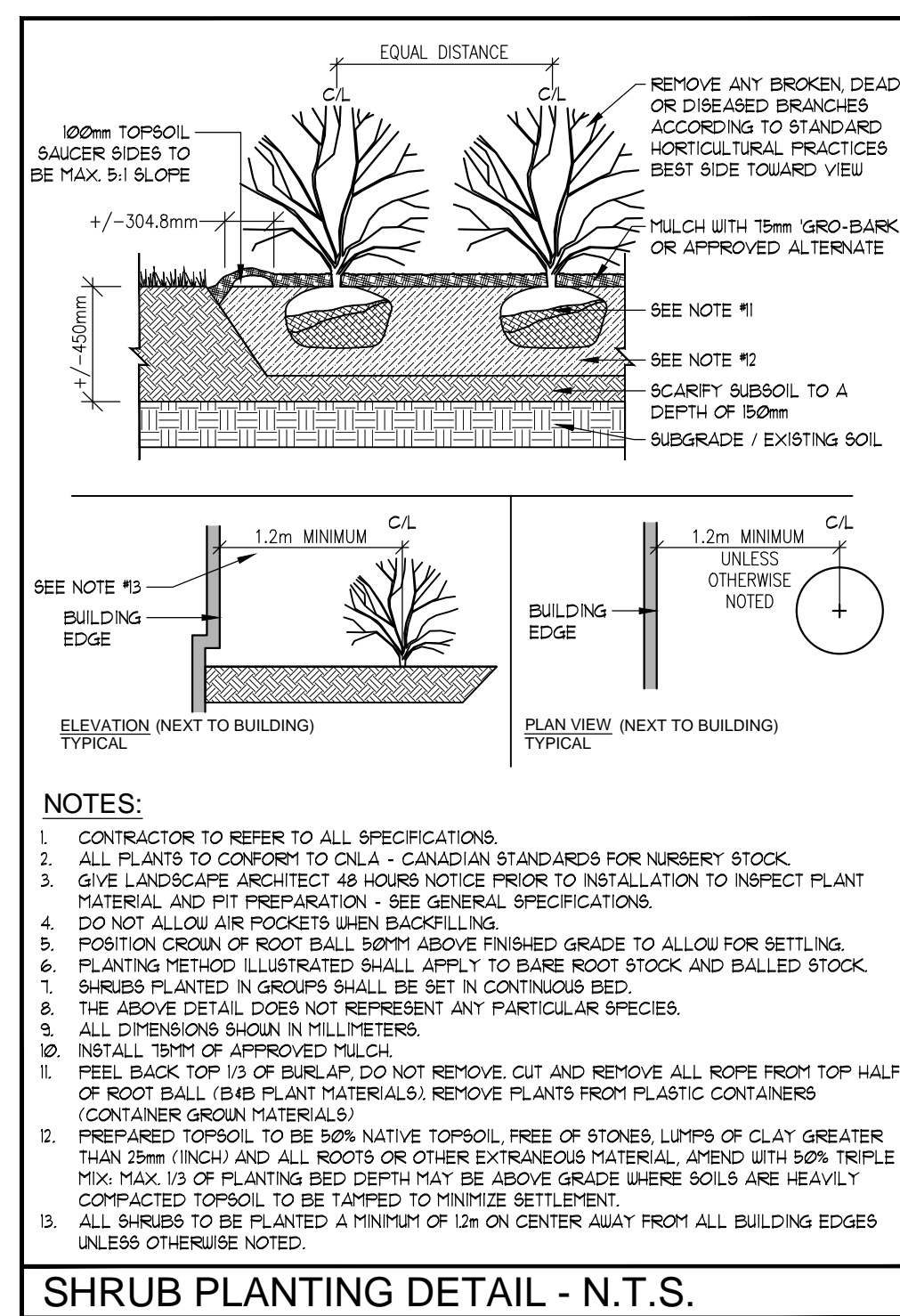
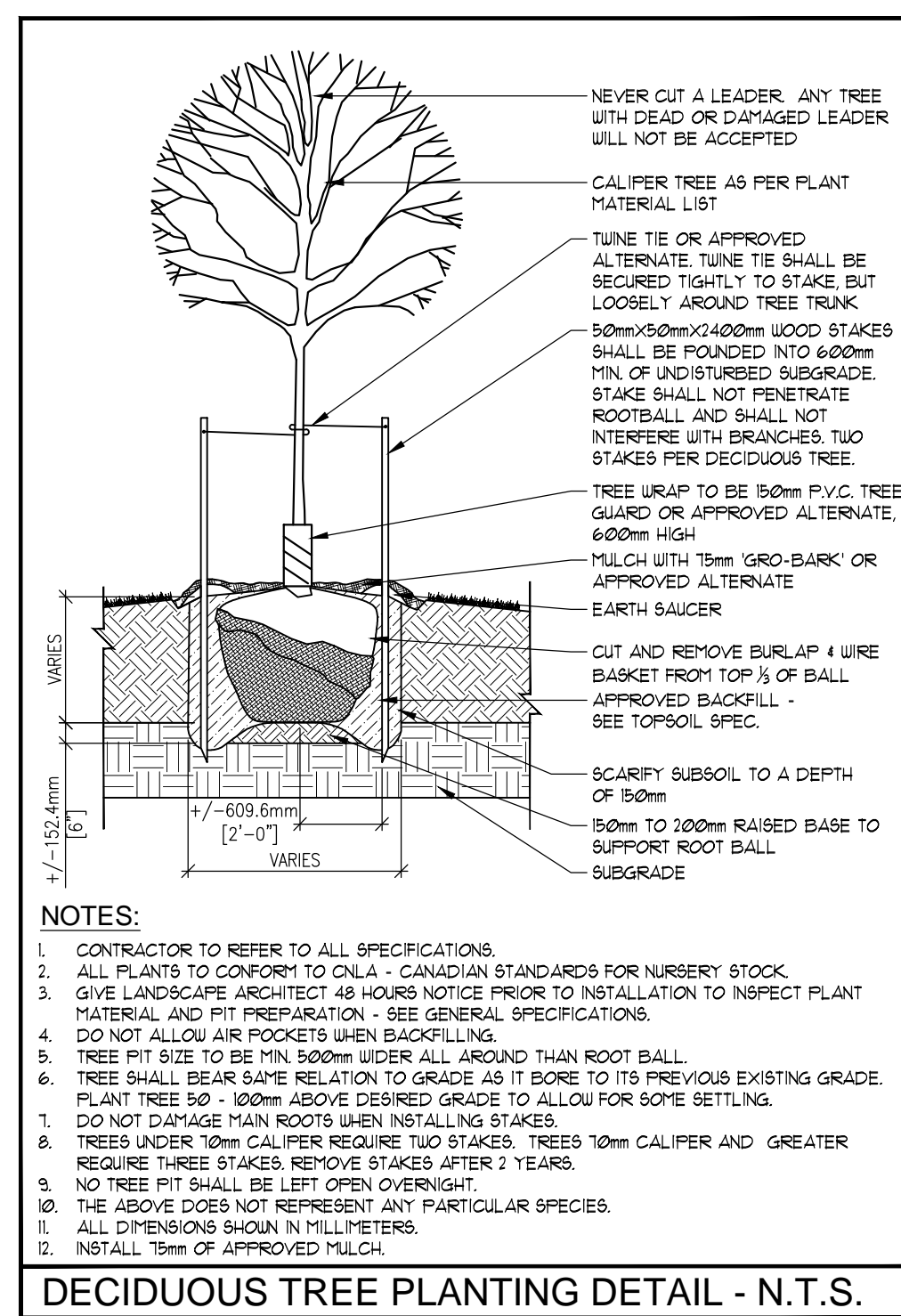
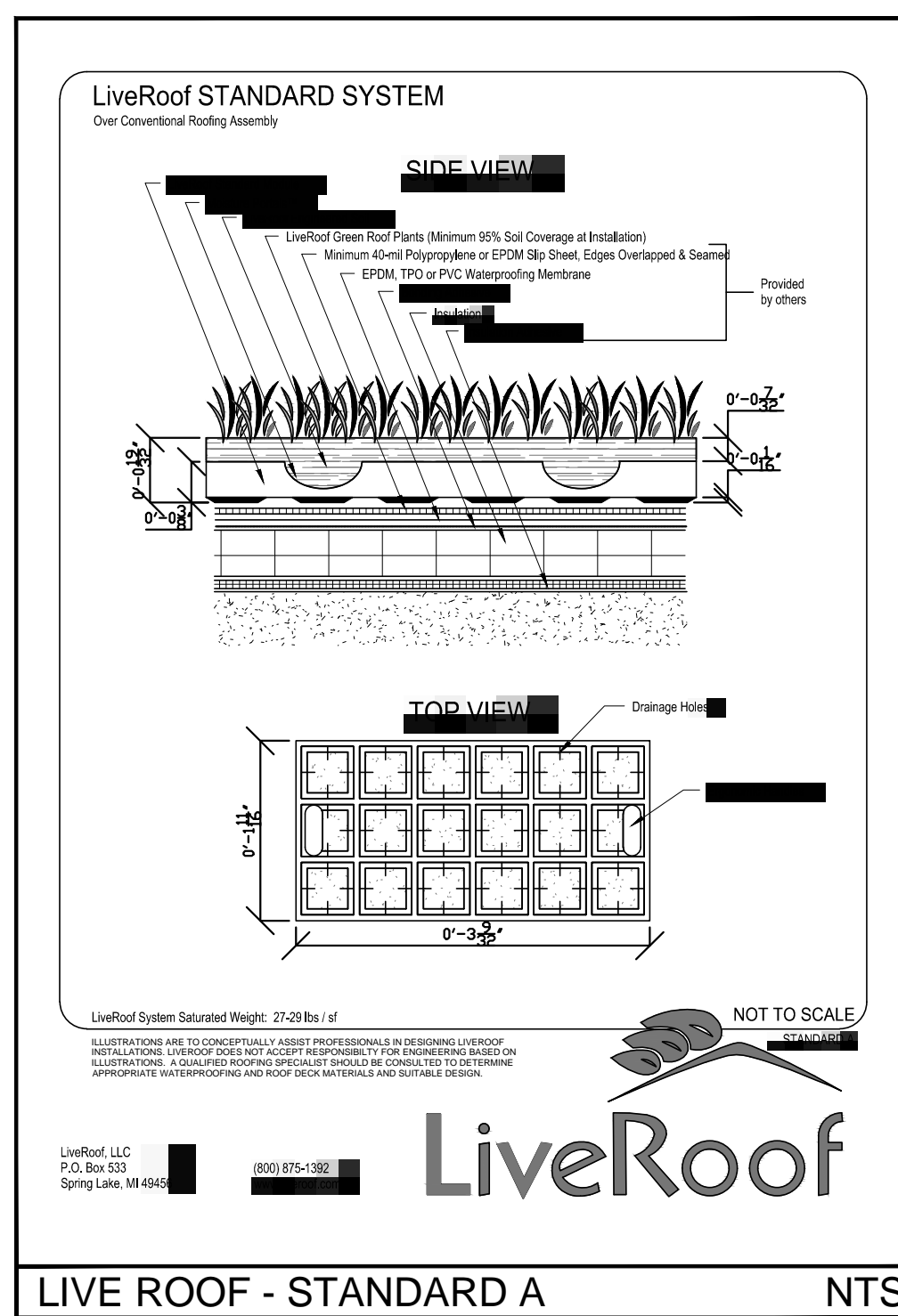
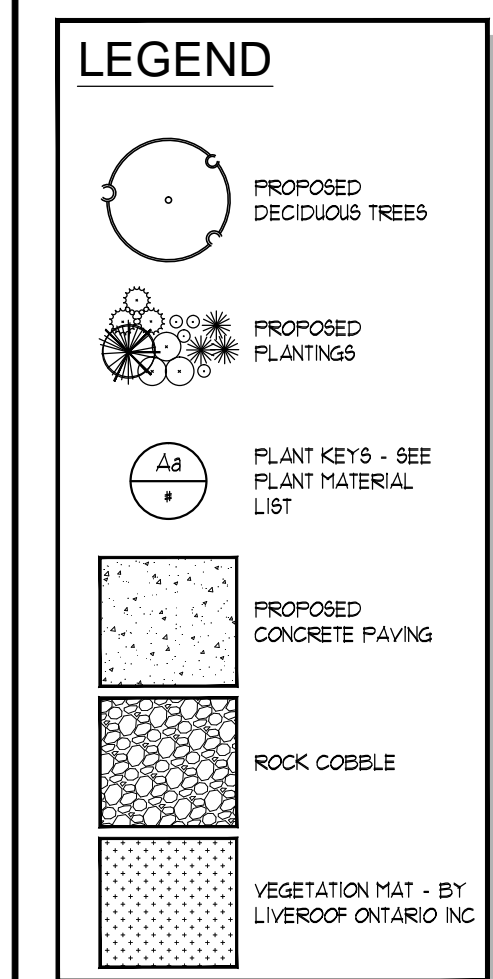
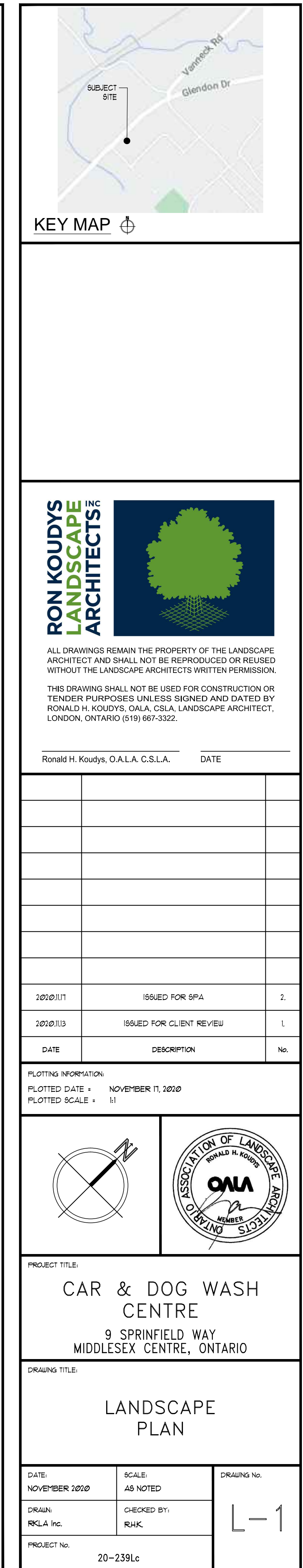
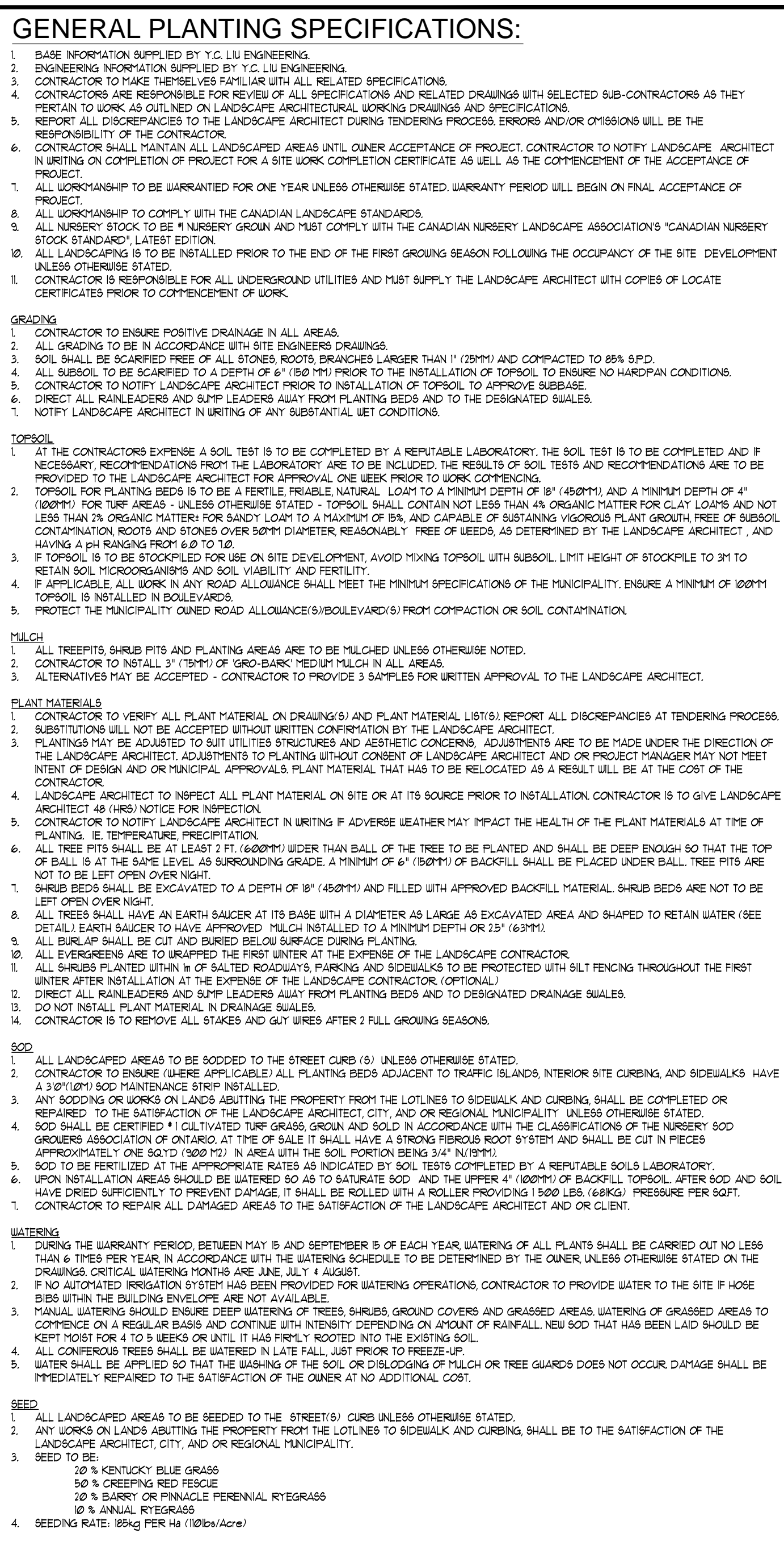
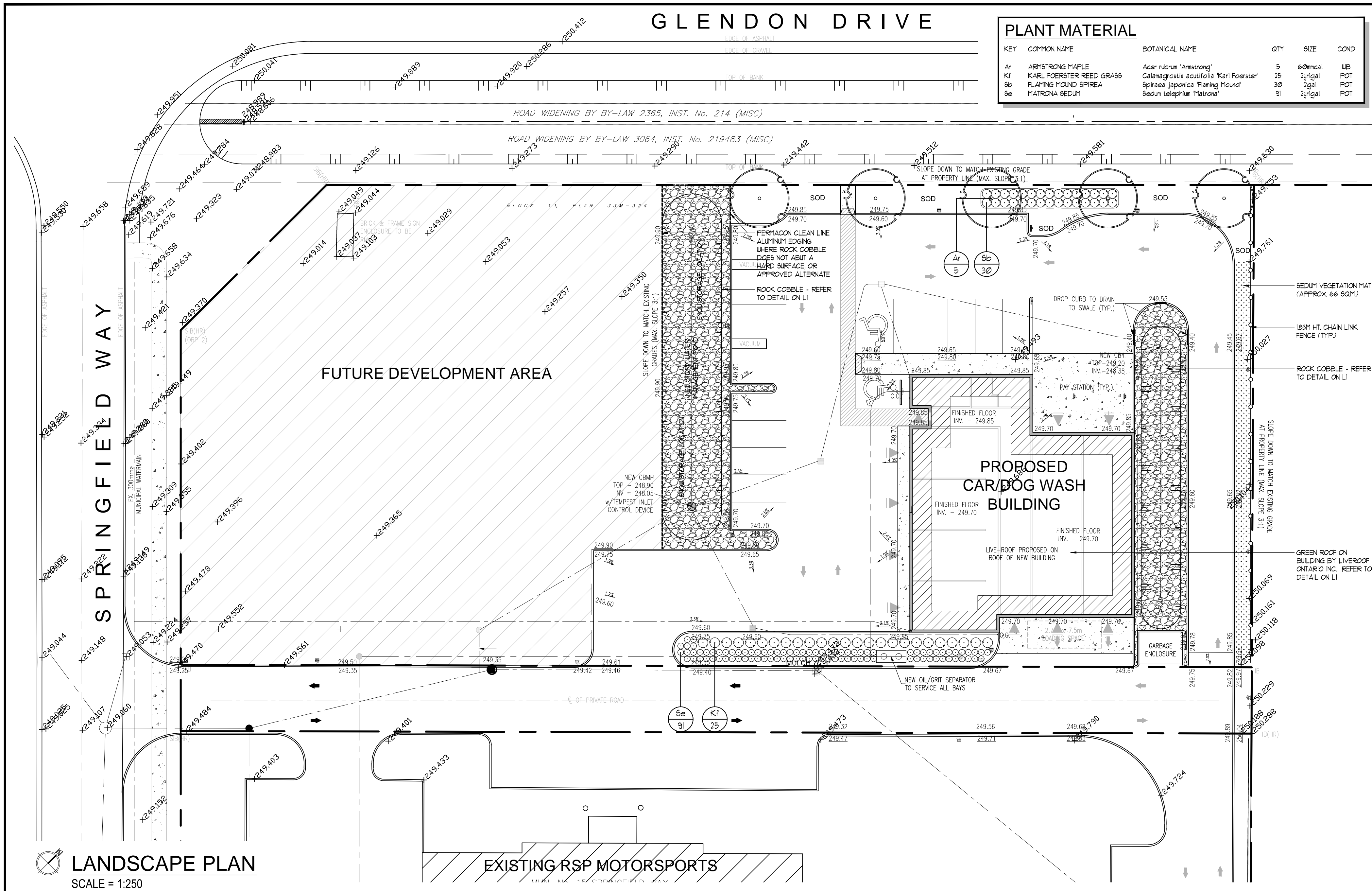
Initials: _____

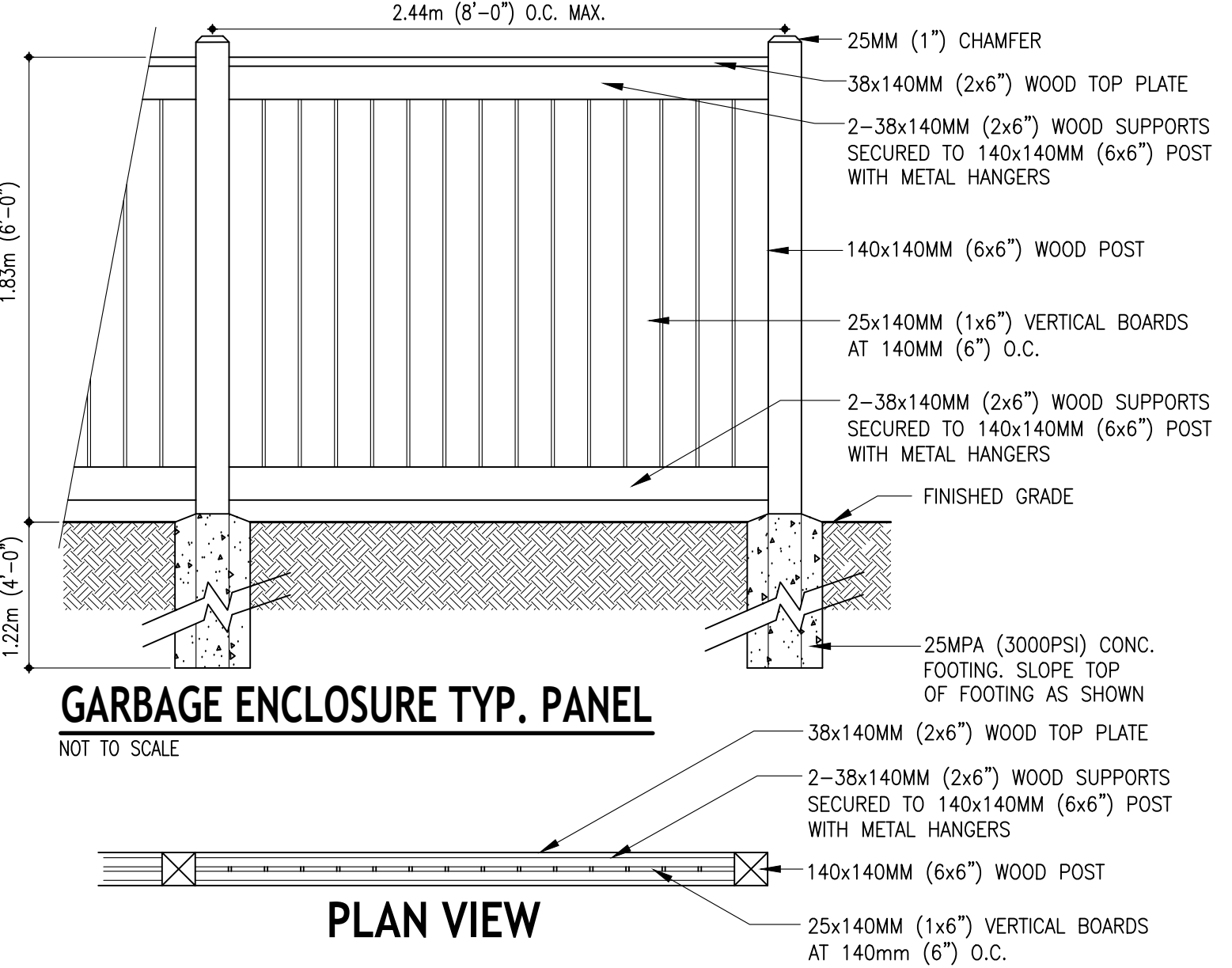
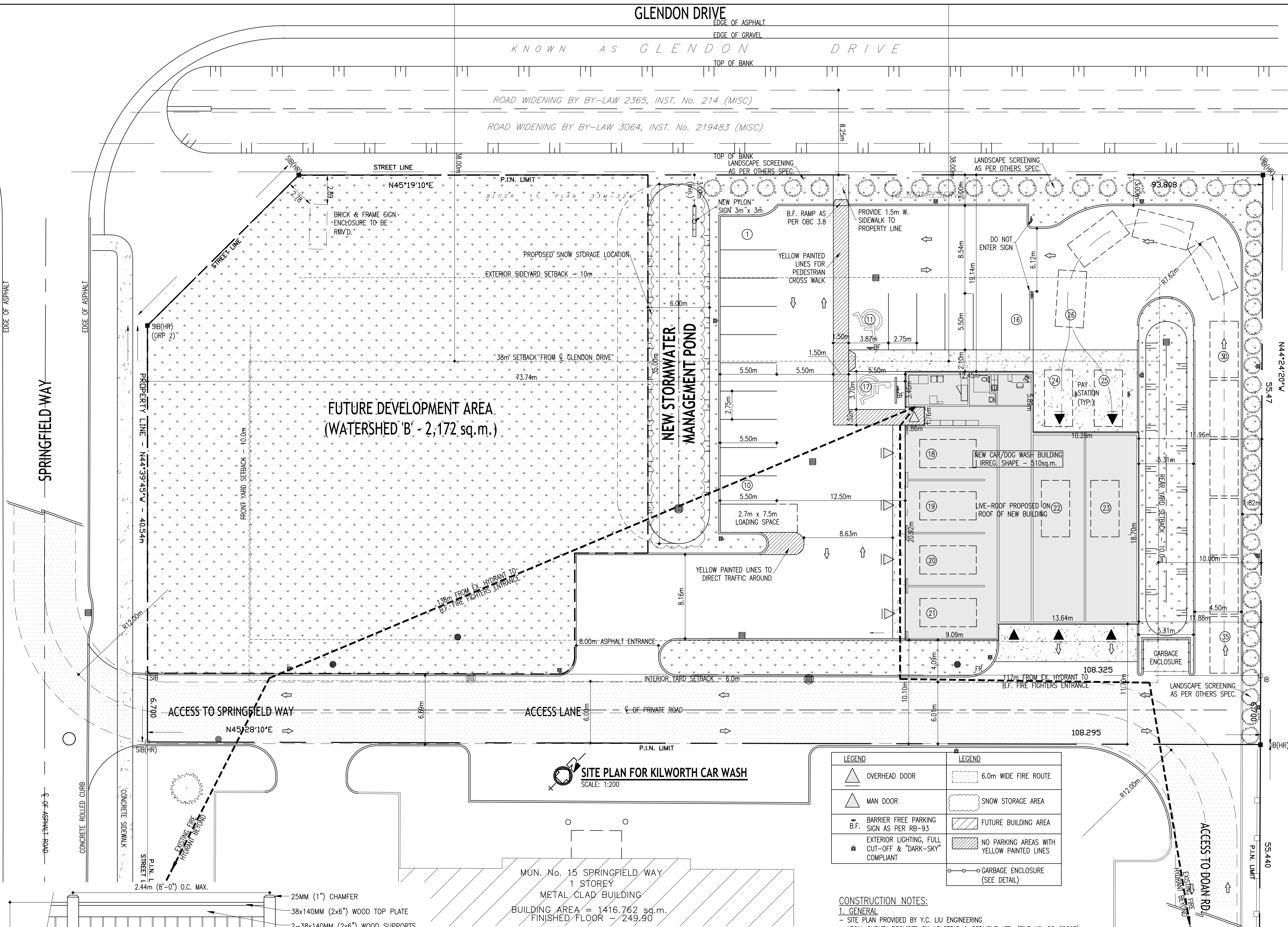
SCHEDULE “B”

SITE PLAN

File No.	Drawing Name & No.	Prepared By:	Date:
19-281	DWG. No. 1, Sheet No. SP 1 of 3 – Komoka Carwash for Peter Hillen Site Plan	Y-C. Liu, Y.C. Liu Engineering	February 12, 2021
19-281	DWG. No. 2, Sheet No. SP 2 of 3 - Komoka Carwash for Peter Hillen Stormwater Management Plan	Y-C. Liu, Y.C. Liu Engineering	February 12, 2021
19-281	DWG. No. 3, Sheet No. SP 3 of 3 - Komoka Carwash for Peter Hillen Details	Y-C. Liu, Y.C. Liu Engineering	February 12, 2021
L-1	Landscape Plan, Project No. 20-239Lc	Ronald H. Koudys, Ronkoudys Landscape Architects Inc.	November 2020
REV -1	Killworth Car Wash Photometrics File	Eco Power Led	10/15/2020

Initials: _____



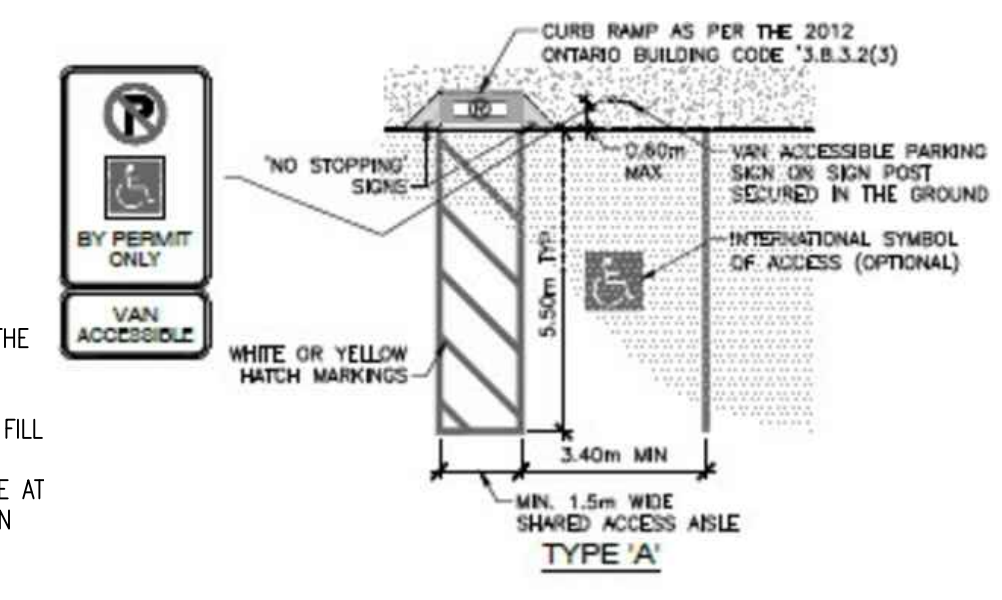


SITE DATA HIGHWAY COMMERCIAL (C2) ZONE REGULATIONS		
BUILDING	REQUIREMENTS	PROPOSED
LOT AREA (min.)	2000.0 sq.m.	5,892 sq.m.
LOT FRONTAGE (min.)	30.0 m. (min.)	40.54m.
FRONT YARD DEPTH (min.)	10.0 m. (min.)	73.74m.
LOT DEPTH (min.)	60.0 m. (min.)	108.33m.
INT. SIDE YARD S. (min.)	6.00 m. (min.)	10.10m.
EXT. SIDE YARD N. (min.)	10.00 m. (min.)	19.14m.
REAR YARD SETBACK (min.)	10.00 m. (min.)	11.88m.
LOT COVERAGE (max.)	35%	510sq.m./5,892sq.m. = 8.7%
LANDSCAPE OPEN SPACE (min.)	%	3,050sq.m./5,892sq.m. = 52%

BUILDING DATA NEW CARWASH BUILDING - 510 sq.m.	
PARKING REQUIREMENTS	
CARWASH - 1 SPACE PER 10 sq.m. = 510/10 = 51 SPACES	
PARKING SPACES REQUIRED - 51	
PARKING SPACES PROVIDED - 23	
TOTAL SPACE PROVIDED - 35*	
*MINOR VARIANCE REQUIRED	

LEGEND	LEGEND
OVERHEAD DOOR	6.0m WIDE FIRE ROUTE
MAN DOOR	SNOW STORAGE AREA
BARRIER FREE PARKING SIGN AS PER RB-93	FUTURE BUILDING AREA
EXTERIOR LIGHTING, FULL CUT-OFF & "DARK-SKY" COMPLIANT	NO PARKING AREAS WITH YELLOW PAINTED LINES
	GARBAGE ENCLOSURE (SEE DETAIL)

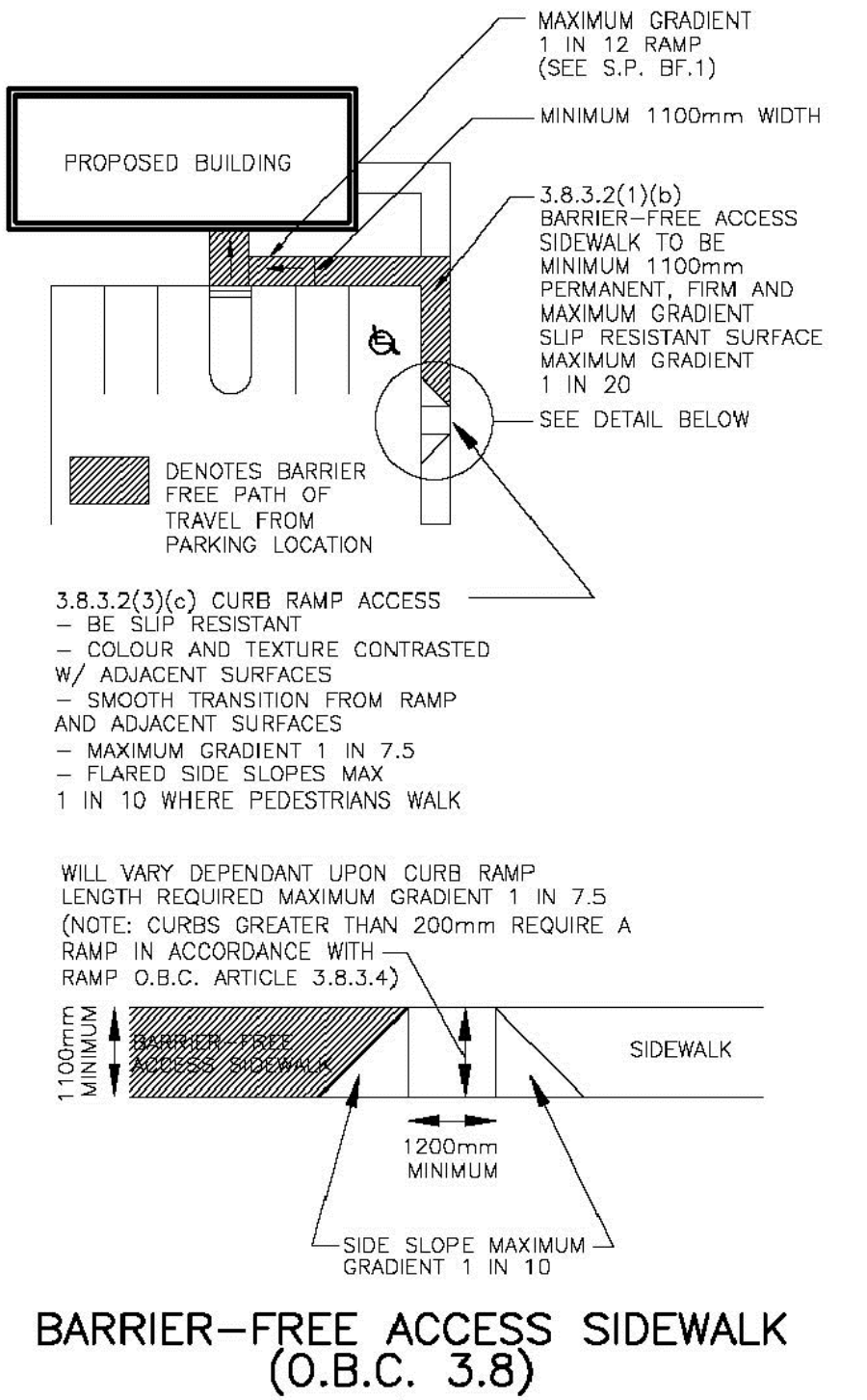
- CONSTRUCTION NOTES:
- GENERAL
 - SITE PLAN PROVIDED BY Y.C. LIU ENGINEERING
 - LEGAL SURVEY PROVIDED BY HOLSTEAD & REDMOND LTD. (FILE NO. 08-00098)
 - TOPOGRAPHIC SURVEY PROVIDED BY Y.C. LIU ENGINEERING
 - ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS, AND THE MINISTRY OF THE ENVIRONMENT AND ENERGY GUIDELINES (LATEST EDITION)
 - THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES PRIOR TO AND DURING CONSTRUCTION
 - CONTRACTOR RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO THE START OF CONSTRUCTION
 - EROSION CONTROL MEASURE NOTES:
 - PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION
 - ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN UNTIL RESTORATION IS COMPLETE
 - MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION
 - ALL COLLECTED SEDIMENT MUST BE DISPOSED OF AT AN APPROVED LOCATION
 - PROTECT ALL CB'S, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270R)
 - KEEP ALL SUMPS CLEAN DURING CONSTRUCTION
 - PREVENT WIND BLOWN DUST
 - STRAW BALES TO BE USED IN LOCALIZED AREAS AND AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION FOR THE WORKS WHICH ARE IN OR ADJACENT TO FLOODLINES, FILL LINES, AND HAZARDOUS SLOPES
 - STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF
 - OBTAIN APPROVAL FROM ERCA PRIOR TO CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOODLINES, FILL LINES, AND HAZARDOUS SLOPES
 - ALL SILT FENCING AND DETAILS, ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE M.N.R. GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES
 - RECOMMENDED MINIMUM PAVEMENT STRUCTURE FOR ASPHALT SURFACES:
 - LIGHT DUTY:
 - 150mm GRANULAR 'A' COMPACTED TO 100% S.P.M.D.D.
 - 300mm GRANULAR 'B' COMPACTED TO 100% S.P.M.D.D.
 - 40mm HL3 SURFACE ASPHALT COMPACTED TO 92-97% M.R.D.
 - 50mm HL4 BINDER ASPHALT COMPACTED TO 92-97% M.R.D.
 - HEAVY DUTY:
 - 200mm GRANULAR 'A' COMPACTED TO 100% S.P.M.D.D.
 - 400mm GRANULAR 'B' COMPACTED TO 100% S.P.M.D.D.
 - 50mm HL3 SURFACE ASPHALT COMPACTED TO 92-97% M.R.D.
 - 75mm HL8 BINDER ASPHALT COMPACTED TO 92-97% M.R.D.



NOTES:

- SIGN POST TO BE AT LEAST 1.5m ABOVE GRADE AND NOT MORE THAN 2.5m WHEN MEASURED FROM GRADE TO THE CENTRE OF THE SIGN
- PREScribed ACCESSIBLE PARKING SIGN TO BE IN ACCORDANCE W/ THE HIGHWAY TRAFFIC ACT, REGULATION 581
- PREScribed SIGNS FOR PARKING SPACES DESIGNATED UNDER A MUNICIPAL BY-LAW FOR THE USE OF PEOPLE WITH DISABILITIES
- PROVIDE TACTILE ATTENTION INDICATORS CONFORMING TO OBC 3.8.3.18.

TYP. BARRIER FREE PARKING SPACE



Disabled Parking Permit

Rb-93

Sign No. & Cut Image Ref.

Blank

Special Notes

Rb-93 (0300 x 0450)

B-7

-Must comply with HTA and Regulations.
-For Bilingual version, see Rb-93 (B).

Sign Element	Colour	Min. Ref. (ASTM)	Font	All dimensions are shown in mm.
Background	White	Type I	Series "C"	
Border Inner / Outer	Black / White	None / Type I		
Text	Black	None		
Symbol	Black / Red / Blue	None / Type I / Type I		

REVISIONS		ISSUED FOR	DATE
		DISCUSSION PURPOSES - SANITARY CONNECTION	FEB. 21/2020
		SITE PLAN APPROVAL APPLICATION	NOV. 2/2020
		MINOR VARIANCE APPLICATION	DEC. 15/2020
		REVISED PARKING CALCULATION AS PER PLANNING REQUEST	DEC. 22/2020
		SITE PLAN APPROVAL - SECOND SUBMISSION	JAN. 13/2021
		REVISED LEGEND AND LOADING SPACE LOCATION	FEB. 12/2021
CONTRACTOR:			
PROJECT:			
KOMOKA CARWASH FOR PETER HILLEN			
9 SPRINGFIELD WAY, KOMOKA, ONTARIO.			
SHEET TITLE: SITE PLAN			
Y.C. LIU ENGINEERING			
28 MANULIFE AVE. WEST, SUITE 100, KILGORE, ONTARIO N7Y 1B2			
TEL: (519) 551-9612 FAX: (519) 551-9608			
DRAWN: C.W. CHECKED: C.L. FILE NO.: 19-281 DWG. NO.: 1			
BOIN: FIRM BOIN DATE: DEC. 19/19 SHEET NO.: SP-1 of 3			

(ROAD ALLOWANCE BETWEEN CONCESSIONS 1 AND 2) (COUNTY ROAD No. 14) (WIDTH VARIES)

GLENDON DRIVE

EDGE OF ASPHALT

EDGE OF GRAVEL

TOP OF BANK

KNOWN AS GLENDON DRIVE

ROAD WIDENING BY BY-LAW 2365, INST. No. 214 (MISC)

ROAD WIDENING BY BY-LAW 3064, INST. No. 219483 (MISC)

FUTURE DEVELOPMENT AREA
(WATERSHED 'B' - 2,172 sq.m.)

SITE PLAN FOR KILWORTH CAR WASH
SCALE: 1:200

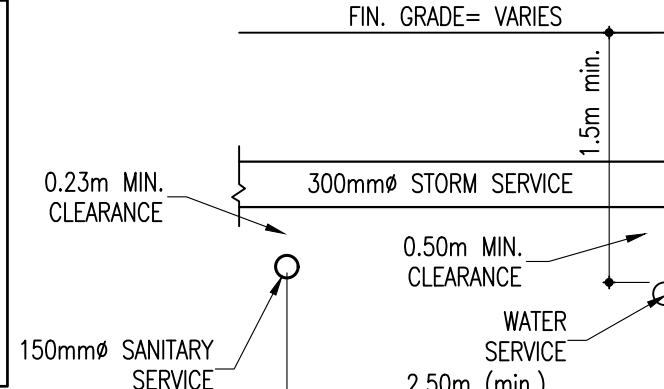
MUN. No. 15 SPRINGFIELD WAY
1 STOREY
METAL CLAD BUILDING
BUILDING AREA = 1416.762 sq.m.
FINISHED FLOOR - 249.90

NOTE ON STORM, SANITARY AND WATER SERVICES:
- EXISTING STORM, SANITARY AND WATER MAINS ARE TO BE LOCATED PRIOR TO ANY WORK BEING COMPLETED. DEPTH, SIZE, AND LOCATION IS TO BE VERIFIED THROUGH MUNICIPAL LOCATES
- EXACT LOCATION OF SERVICES BEING BROUGHT IN ARE TO BE VERIFIED BY CONTRACTOR/OWNER
- ANY EXISTING SERVICES AT THE PROPERTY LINE ARE TO BE CAMERA INSPECTED TO ENSURE QUALITY. IF UNIT FOR USE, NEW SERVICE TO BE INSTALLED
- SERVICE SIZES ARE TO BE VERIFIED BY CONTRACTOR/OWNER

SILT FENCE:
- SILT FENCE IS TO BE INSTALLED ALONG PERIMETER OF SITE
- SILTATION CONTROLS IS TO BE INSTALLED PRIOR TO THE START OF ANY WORK. SILT CONTROLS ARE TO BE MAINTAINED UNTIL ALL WORK IS COMPLETED AND SITE IS STABILIZED
- SILT FENCE TO BE REINFORCED WITH STEAKED STRAW BALES AS NECESSARY IN CONCENTRATED FLOW AREAS
- REFER TO DRAWINGS SP-3 FOR REMAINDER OF SEDIMENT AND EROSION CONTROL MEASURES

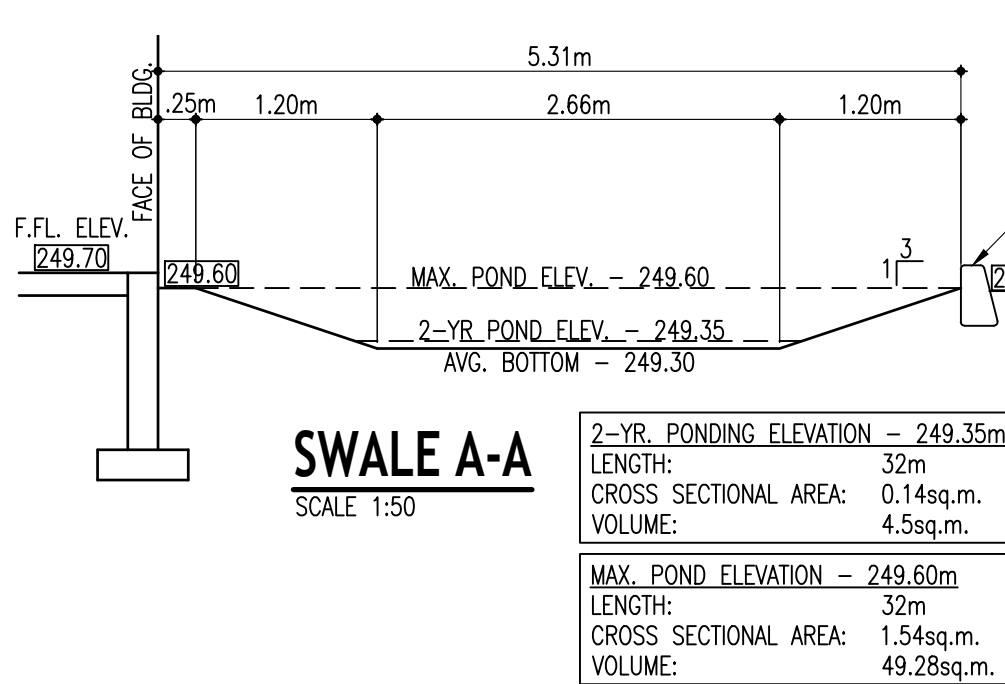
LEGEND:

EX. GRADE - 999.99
TOP OF CURB GRADE - 999.99
PROPOSED GRADE - 999.99
PROPOSED SURFACE DRAINAGE

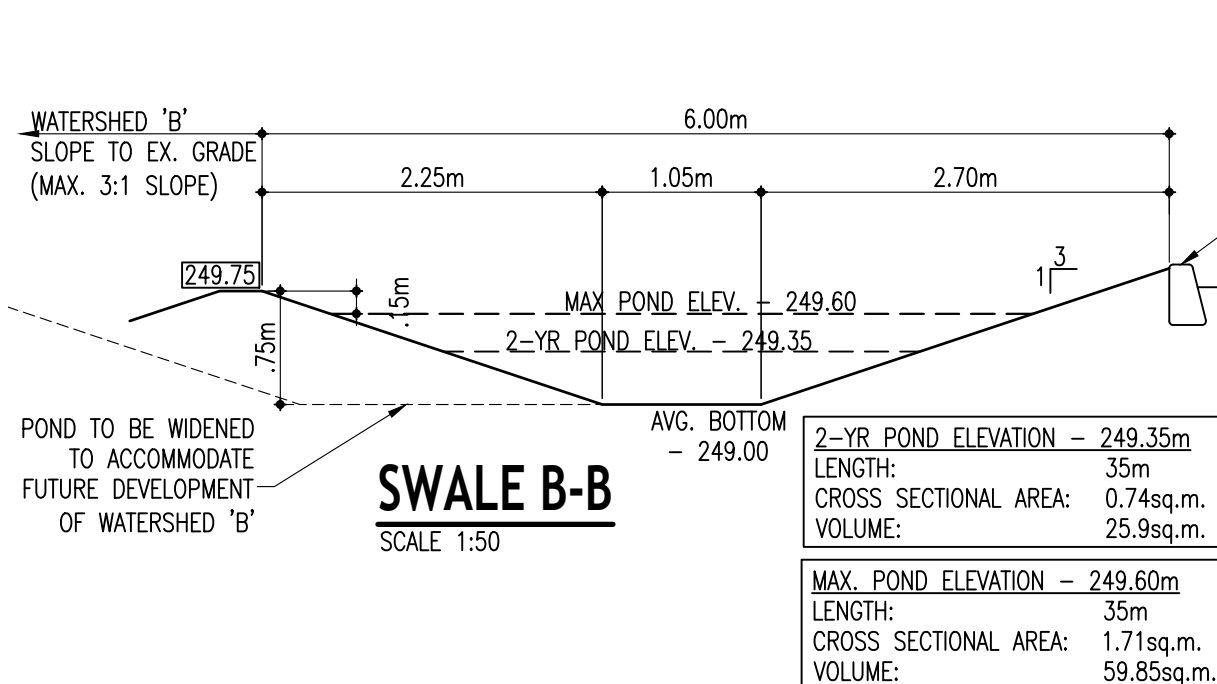


PIPE CLEARANCE SECTION
SCALE: 1:50

SWALE A-A
SCALE: 1:50



SWALE B-B
SCALE: 1:50



WATERSHED 'B'
AREA - 2,172sq.m.

WATERSHED 'A'
AREA - 2,993sq.m.

WATERSHED 'C'
AREA - 726sq.m.

WATERSHED MAP
SCALE: 1:500

SERVICING NOTES:

1. GENERAL NOTES

- COMPLETED WORKS MUST BE APPROVED BY CONSULTING ENGINEER

2. SEWERS

- BACKFILL AND SEWER BEDDING AS PER OPSD 802.010, 802.013, 802.014
- ALL BEDDING AND COVER MATERIAL TO BE GRANULAR 'A' OR 19mm CRLS COMPACTED TO 95% SPMDD
- STORM SEWER PIPE TO BE PVC SDR 35, OR SDR 28 AS SPECIFIED
- SANITARY SEWER PIPE TO BE PVC SDR 28

3. EROSION CONTROL MEASURE NOTES

- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION
- ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN UNTIL RESTORATION IS COMPLETE
- ALL COLLECTED SEDIMENT MUST BE DISPOSED OF AT AN APPROVED LOCATION
- PROTECT ALL CB'S, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270R)
- KEEP ALL SUMPS CLEAN DURING CONSTRUCTION
- STRAW BALES TO BE USED IN LOCALIZED AREAS AS SHOWN AND AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION FOR THE WORKS WHICH ARE IN OR ADJACENT TO FLOODLINES, FILL LINES, AND HAZARDOUS SLOPES
- STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF
- OBTAIN APPROVAL FROM CONSERVATION AUTHORITY PRIOR TO CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOODLINES, FILL LINES, AND HAZARDOUS SLOPES
- PROVIDE GRAVEL ENTRANCE WHEREVER EQUIPMENT LEAVES THE SITE TO PREVENT MUD TRACKING ONTO PAVED SURFACES. GRAVEL BED SHOULD BE A MINIMUM OF 15m LONG, 6m WIDE AND 300mm DEEP AND SHALL CONSIST OF COARSE (2" CRUSHER-RUN LIMESTONE) MATERIAL. MAINTAIN GRAVEL ENTRANCE THROUGHOUT CONSTRUCTION
- DO NOT LOCATE TOPSOIL PILES AND EXCAVATION MATERIAL CLOSER THAN 2.5m FROM ANY PAVED SURFACE, OR ONE WHICH IS TO BE PAVED BEFORE THE PILE IS REMOVED. ALL TOPSOIL PILES TO BE SEEDDED IF THEY ARE TO REMAIN ON-SITE LONG ENOUGH FOR SEEDS TO GROW (LONGER THAN 1 MONTH)
- CONTROL WIND-BLOWN DUST OFF-SITE TO ACCEPTABLE LEVELS, BY SEEDING TOPSOIL PILES AND OTHER AREAS TEMPORARILY, AND/OR WATERING AS REQUIRED
- ALL OF THE ABOVE NOTES AND ANY SEDIMENT AND EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES

4. MANHOLES/CATCHBASINS

- STORM MANHOLES AS OPSD 701.010 WITH FRAME AND COVER
- PRECAST CATCHBASINS AS PER OPSD 705.010 & 702.050 WITH FRAME AND CAST IRON GRATE AS SPECIFIED
- MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER AND WATER SERVICE IS 2.5m. WHERE THE WATERMAIN PASSES OVER THE SEWER, MINIMUM VERTICAL CLEARANCE IS 0.15m AND 0.50m WHERE THE WATERMAIN PASSES UNDER THE SEWER

5. WATERMANS

- WATERMANS/SERVICES MIN. COVER 1.7m BELOW FINISHED GRADE
- WATER SERVICE TO BE INSTALLED AS PER TOWN STANDARDS WITH GRANULAR 'A' BEDDING AND COVER
- PVC WATERMAIN IN SIZES 100mm THROUGH TO 300mm SHALL BE CLASS 150 DR18 CONFORMING TO ANMA C900. TRACER WIRE (10AWG min.) SHALL BE INSTALLED ON PVC WATERMAIN WITHIN THE ROAD ALLOWANCE
- CORROSION PROTECTION MEASURES FOR METAL WATER MAIN COMPONENTS TO INCLUDE DENSIO MASTIC/TAPE AND SAC CAPS
- ALL WATERWORKS CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS OF THE MIDDLESEX CENTRE ENGINEERING DEPARTMENT

6. GRADING NOTES

- EXISTING GROUND ELEVATIONS TO BE MAINTAINED ALONG PERIMETER OF SITE UNLESS SPECIFIED OTHERWISE
- ALL DISTURBED AREAS TO BE REINSTATED TO EXISTING CONDITIONS OR BETTER. LANDSCAPE AREAS TO BE RESTORED WITH 100mm TOPSOIL AND No. 1 NURSERY SOD OR SEED
- EMBANKMENTS MAXIMUM SLOPE OF 3:1
- TOPSOIL TO BE STRIPPED FROM ALL PROPOSED HARD SURFACE AREAS PRIOR TO PROCEEDING WITH GRADING AND FILLING OPERATIONS
- GRASS SURFACE MINIMUM SLOPE 1.5% UNLESS OTHERWISE SPECIFIED
- ASPHALT PAVEMENT/CONCRETE SURFACES MINIMUM SLOPE 1.0%
- ALL SURFACE DRAINAGE SHALL BE SELF CONTAINED, COLLECTED, AND DISCHARGED AT A LOCATION TO BE APPROVED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT
- DRAINAGE OF ADJUTING PROPERTIES SHALL NOT BE NEGATIVELY AFFECTED

40mm HL3 SURFACE COURSE ASPHALT
50mm HL4 BASE COURSE ASPHALT
150mm GRANULAR 'A'
300mm GRANULAR 'B'
(COMPACTED TO 100% STANDARD PROCTOR DENSITY)

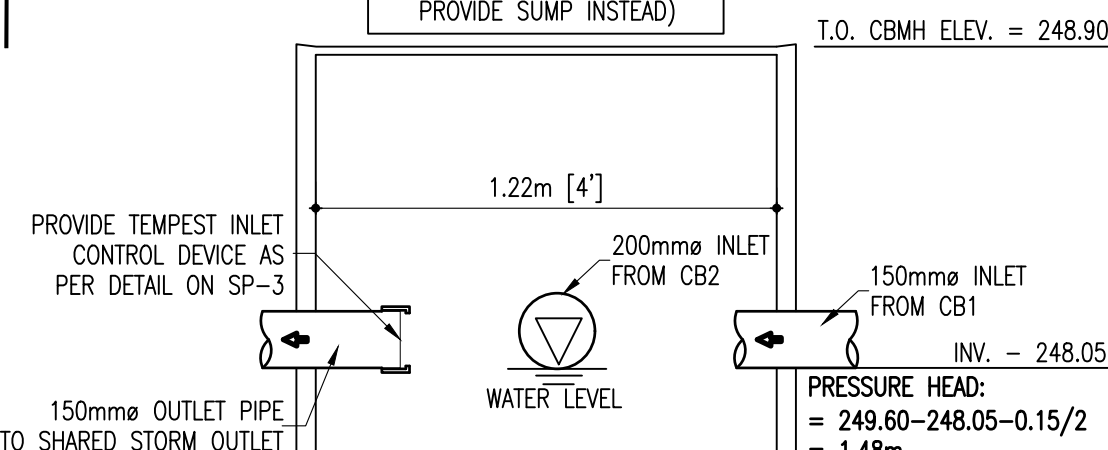
ASPHALT PAVEMENT (TYP.)
LIGHT DUTY TRAFFIC AREAS
SCALE: N.T.S.

50mm HL3 SURFACE COURSE ASPHALT
75mm HL4 BASE COURSE ASPHALT
200mm GRANULAR 'A'
400mm GRANULAR 'B'
(COMPACTED TO 100% STANDARD PROCTOR DENSITY)

ASPHALT PAVEMENT (TYP.)
HEAVY DUTY TRAFFIC AREAS (FIRE ACCESS ROUTE, SITE ENTRANCE)
SCALE: N.T.S.

100-YR. PONDING ELEV. = 249.60

REFER TO OPSD 705.010
DETAIL FOR PRECAST CONCRETE
CATCHBASIN FOR DETAILS
ON CATCHBASIN (NO BENCHING,
PROVIDE SUMP INSTEAD)



OUTLET CBMH DETAIL
SCALE: 1:20

REVISIONS	ISSUED FOR	DATE
	DISCUSSION PURPOSES - SANITARY CONNECTION	FEB. 21/2020
	SITE PLAN APPROVAL APPLICATION	NOV. 2/2020
	MINOR VARIANCE APPLICATION	DEC. 15/2020
	REVISED PARKING CALCULATION AS PER PLANNING REQUEST	DEC. 22/2020
	SITE PLAN APPROVAL - SECOND SUBMISSION	JAN. 13/2021
	REVISED LEGEND AND LOADING SPACE LOCATION	FEB. 12/2021

CONTRACTOR:
PROJECT:

KOMOKA CARWASH
FOR
PETER HILLEN

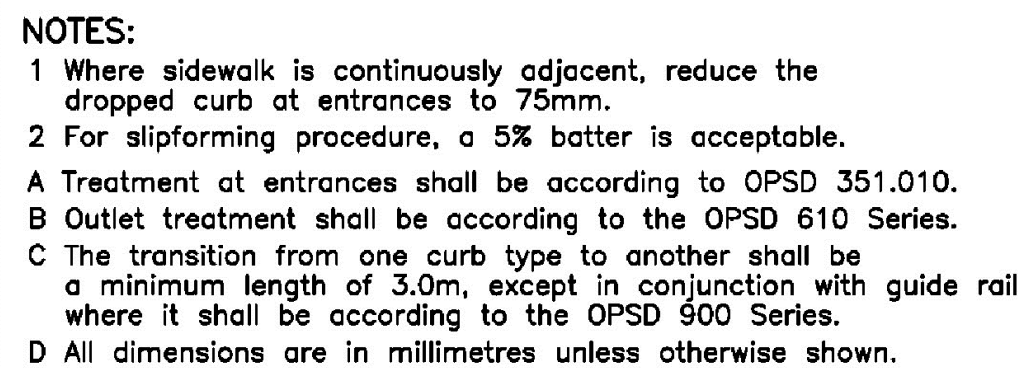
9 SPRINGFIELD WAY
KOMOKA, ONTARIO

SHEET TITLE: STORMWATER MANAGEMENT PLAN

DRAWN	CHECKED	FILE NO.	DWG. NO.
C.W.	C.L.	19-281	2
BCIN	FIRM BCIN	DATE	SHEET NO.
20529	29635	DEC./19	SP-2 of 3



Y.C. LIU ENGINEERING
28 MANULIFE AVE. WEST
CENTRAL, ONTARIO L7Y 1S2
TEL: (919) 551-9612
FAX: (919) 551-9608





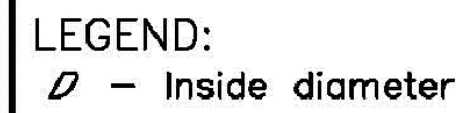
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ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2006	Rev 1	
HEAVY-DUTY SILT FENCE BARRIER	-----		
	OPSD 219.130		



ONTARIO PROVINCIAL STANDARD DRAWING	April 1999	Rev	
URBAN			
INDUSTRIAL, COMMERCIAL AND APARTMENT ENTRANCES			
		OPSD – 350.010	




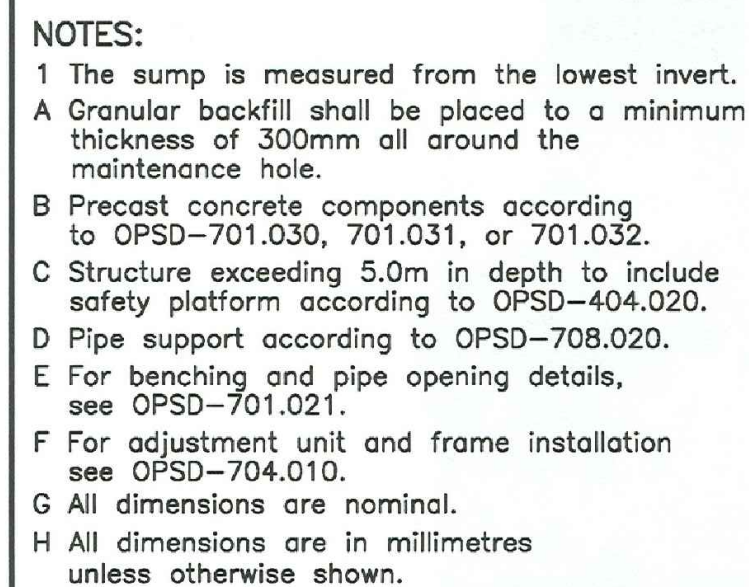
NOTES:


- 1 Height of fill is measured from the finished surface to top of pipe.
- 2 The pipe bed shall be compacted and shaped to receive the bottom of the pipe.
- 3 Pipe culvert frost treatment shall be according to OPSD 803.030 and 803.031.
- 4 Condition of excavation is symmetrical about centreline of pipe.

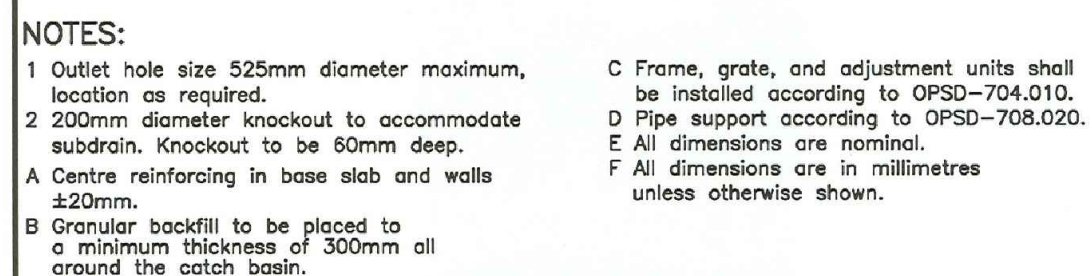
A Granular material placed in the haunch area shall be compacted prior to placing and compacting the remainder of the embedment material.

B Soil types as defined in the for Construction Projects.
C All dimensions are in metres unless otherwise shown.

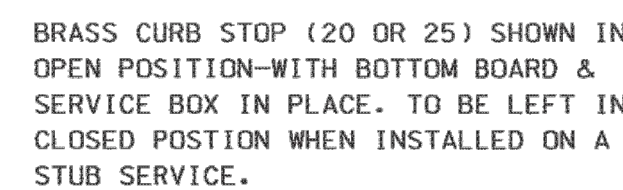
ONTARIO PROVINCIAL STANDARD DRAWING		Nov 2010	Rev 2	
FLEXIBLE PIPE EMBEDMENT AND BACKFILL EARTH EXCAVATION		_____ _____ _____		
		OPSD 802.010		



ONTARIO PROVINCIAL STANDARD DRAWING		Nov 2004	Rev	3	
PRECAST CONCRETE MAINTENANCE HOLE 1200mm DIAMETER		_____ _____ _____ _____			
		OPSD - 701.010			



ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2004	Rev 1	
PRECAST CONCRETE CATCH BASIN 600x600mm	_____ _____ OPSD - 705.010		



NOTES:

1. Main stops shall be spaced on main not closer than 450mm. If main is PVC taps shall not be on a common line parallel to the axis of the pipe and no closer than 450mm from the spigot end of the pipe.
2. Approved service tubing Rehau Municipex . For material on private property refer to Ontario Building Code.
3. Service tubing to be the same material from the main to the water meter.
4. Any joint made in service tubing shall be made with approved couplings.
5. No joints shall be made under pavement.
6. Approved service saddles must be used to tap 25mm main stops into 100mm pipe and all main stops into PVC pipe.
7. 5.5Kg zinc anode must conform to ASTM B418-73 Type II.
8. Anode must be supplied with a 3m AWG 12 gauge solid copper lead wire with TWH insulation and attached to the copper service with a silicon bronze clamp.



middlesex
centre
in the centre of it all

DATE: 2017-04

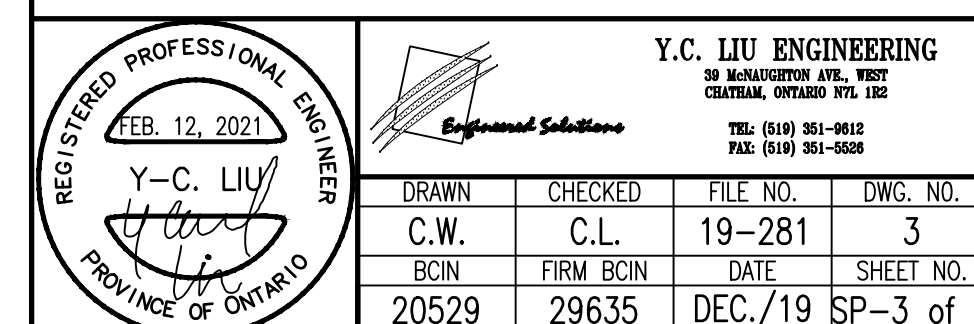
FIGURE 5.10

CONTRACTOR	
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PROJECT

KOMOKA, ONTARIO

DETAILS



DRAWN	CHECKED	FILE NO.	DWG. NO.
C.W.	C.L.	19-281	3
BCIN	FIRM BCIN	DATE	SHEET NO.
20529	29635	DEC./19	SP-3 of

Schedule

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency
	A	24	ECOPOWER INC	AGL50WCWV4	VAPOR TIGHT SURFACE MOUNT	LED	1	ep-AGL50WCWV4.ies	6984	1	0.9	59.0589	100%
	S1-EXIST	4	ECOPOWER LED	PAL150WCWV4	LED AREA LIGHT	LED	1	ep-PAL150WCWV4.ies	21829	1	0.9	154.2	100%
	S2-NEW	2	ECOPOWER LED	PAL150WCWV4	LED AREA LIGHT	LED	1	ep-PAL150WCWV4.ies	21829	1	0.9	154.2	100%
	S3-NEW	6	ECOPOWER LED	PAL150WCWV4-TNA (20 DEG TILT)	LED AREA LIGHT TILTED UP 20-DEGREES	LED	1	ep-PAL150WCWV4.ies	21829	1	0.9	154.2	100%

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
AUTO WASH BAYS	+	14.3 fc	20.9 fc	6.4 fc	3.3:1	2.2:1
DOG WASH ROOM	+	20.9 fc	23.3 fc	17.7 fc	1.3:1	1.2:1
HALLWAY	+	21.5 fc	26.4 fc	11.4 fc	2.3:1	1.9:1
SELF WASH BAYS	+	10.5 fc	14.3 fc	6.0 fc	2.4:1	1.8:1
SITE	+	2.5 fc	17.1 fc	0.0 fc	N/A	N/A

PAL LED AREA LIGHTING | LED A DIVISION OF ECOPOWER



FEATURES

- Modern Slimline Design
- High Lumen Performance
- Integrated Heatsink
- Proprietary Optical Control
- IP66
- Single Person Tool Free Install
- 0-10v Dimming Standard

Designed to handle any environment, with a beautiful slimline design and lumen performance that ranks among the highest on the market, the PAL is well suited for use as either a flood or area light. With a multitude of mounting options, surge protection devices, Iot photocell capability, and the most technologically advanced LEDs on the market, the EcoPOWER PAL is ready to conquer the lighting landscape.

TECHNICAL SPECIFICATIONS

Housing	Cast Aluminum
Finish	Bronze (RAL 7022) standard; black and white options 10-12 weeks
Mounting	Yoke standard; Fixed arm, Slipfitter, Trunnion options
Lens Type	Polycarbonate Lens
Applications	Parking lots, roads, public and private spaces

ELECTRICAL SPECIFICATIONS

LED Engine	Philips Lumileds 3030
Driver	V4 100-300w: SonSen V4 400-500w: Meanwell V5: MeanWell HVG
Available Wattages	80w, 100w, 150w, 185w, 240w, 300w, 400w, 500w
Power Factor	0.95
Ambient temperature	-40° to 55°C / -40° to 131°F
Surge protection	5KV
Available Voltages	100-277VAC standard; 200-480VAC option

OPTICAL & PERFORMANCE SPECIFICATIONS

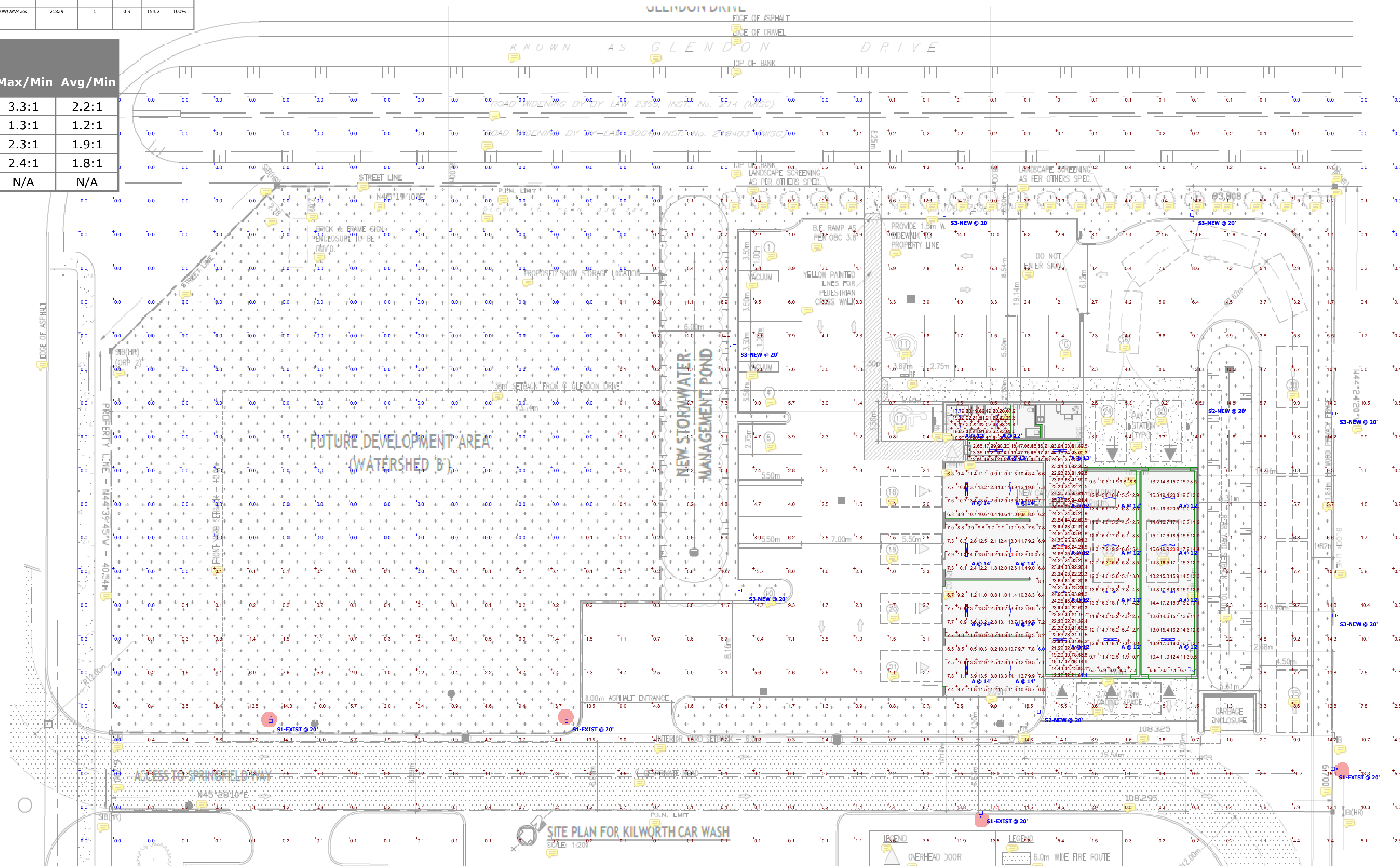
Lumen Output	80w: 11,200L 100w: 14,000L 150w: 21,000L 185w: 25,160L 240w: 33,600L 300w: 41,400L 400w: 56,000L 500w: 68,000L
IP Rating	IP66
EPA	80-185w: 0.23 ft ² 240-300w: 0.42 ft ² 400-500w: 0.576 ft ²
THD	<15%
CRI	>80
BUG Rating	See chart on page 4
L70	>120,000 hours
LM80	Yes
Certifications	UL, cUL, CSA, CE, SAA. This product is eligible for incentives in Canada and the USA, contact sales@ecopowerled.com for more information. DLC listed, see full list of models on following page



info@ecopowerinc.com | led.ecopowerinc.com | 1.800.564.8086

Warranty is only valid based on fixtures operating for 12 hours or less per day.

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DESIGNER'S NOTE:

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY (IESNA) APPROVED METHODS. ADDITIONALLY, THE PREPARER USED INFORMATION PROVIDED BY THE CUSTOMER. IF/WHEN SUFFICIENT INFORMATION WAS NOT PROVIDED, PREPARER USED EDUCATED ASSUMPTIONS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIR(S) MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER FIELD CONDITIONS NOT ACCOUNTED FOR IN THIS PHOTOMETRIC ANALYSIS.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND RELEVANT LIGHTING QUALITY COMPLIANCE.

Plan View
Scale - 1" = 16ft

Prepared By
ECO POWER LED
Date
10/15/2020
Scale
SEE DRAWINGS
Drawing No.
REV-1
Summary



KILLWORTH CARWASH

Schedule

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency
	A	24	ECOPOWER, INC	AQL60WCWV4	VAPOR TIGHT SURFACE MOUNT	LED	1	ecp-AQL60WCWV4.1.dwg	6964	1	0.9	59.0589	100%
	S1-EXIST	4	ECOPOWER, INC	PAL150WCWV4	LED AREA LIGHT	LED	1	ecp-PAL150WCWV4.1.dwg	21829	1	0.9	154.2	100%
	S2-NEW	2	ECOPOWER, INC	PAL150WCWV4	LED AREA LIGHT	LED	1	ecp-PAL150WCWV4.1.dwg	21829	1	0.9	154.2	100%
	S3-NEW	6	ECOPOWER, INC	PAL150WCWV4-TNA (20-DEG TILT)	LED AREA LIGHT TILTED UP 20-DEGREES	LED	1	ecp-PAL150WCWV4.1.dwg	21829	1	0.9	154.2	100%

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
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DOG WASH ROOM	+	20.9 fc	23.3 fc	17.7 fc	1.3:1	1.2:1
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SELF WASH BAYS	+	10.5 fc	14.3 fc	6.0 fc	2.4:1	1.8:1
SITE	+	2.5 fc	17.1 fc	0.0 fc	N/A	N/A

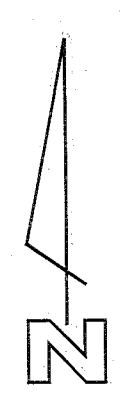


KILLWORTH CARWASH

SCHEDULE “C”

Plan 33R-20942

Initials: _____



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 33R-20942

RECEIVED AND DEPOSITED

DATE MARCH 4, 2021

SIGNED *P.R. LeVAC* P.R. LEVAC, O.L.S. MTE OLS LTD.

DATE March 5, 2021

SIGNED *M.D. Dietrich* M.D. DIETRICH REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (N33)

PARTS SCHEDULE			
PART	BLOCK	PLAN	P.I.N.
1	Part of 3	33M-324	Part of 08502 - 1014
2	Part of 3	33M-324	Part of 08502 - 1015

PLAN OF SURVEY
of part of
BLOCK 3
PLAN 33M-324
(GEOGRAPHIC TOWNSHIP OF LOBO)
in the
MUNICIPALITY OF MIDDLESEX CENTRE
COUNTY OF MIDDLESEX
Scale 1 : 250
MTE OLS LTD.

0 5 10 15 20
METRES

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES

SIB DENOTES STANDARD IRON BAR.
IB IRON BAR.
IB# ROUND IRON BAR.
CC CUT CROSS.
WT WITNESS.
SSIB SHORT STANDARD IRON BAR.
(HR) HOLSTEAD & REDMOND LIMITED, O.L.S.'s.
■ MONUMENT FOUND.
□ MONUMENT SET.
P1 PLAN 33M-324.
P2 PLAN 33R-19825.
CPIN CONCRETE PIN.

BEARINGS ARE UTM GRID IN NAD83 (ORIGINAL) DERIVED FROM G.P.S. OBSERVATIONS AND THE CAN-NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

OBSERVED REFERENCE POINTS (ORPs)
UTM ZONE 17, NAD83 (ORIGINAL) GRID COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 1	4756186.109	466381.072
ORP 2	4756254.346	466313.644

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
DISTANCES SHOWN ON THIS PLAN ARE GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999569425

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

(2) THE SURVEY WAS COMPLETED ON THE 4th DAY OF FEBRUARY, 2021

MARCH 4, 2021
LONDON, ONTARIO

P.R. LeVAC
P.R. LEVAC
ONTARIO LAND SURVEYOR

MTE MTE ONTARIO LAND SURVEYORS LTD.
123 ST. GEORGE STREET
LONDON, ONTARIO, N6A 3A1
TEL: 519-204-6510

Ccd File:		C000 :
Surveyed By : NR	Checked By : DB	MTE File No : 48283-100
Drawn By : FS	Date : 21/03/04	MTE File No :

