

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BY-LAW NO. 25-19

**A BYLAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT
BETWEEN THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC AND WEED MD**

WHEREAS Council deems it expedient to enter into a Site Plan Agreement with WEED MD re: an addition to a cannabis production facility on lands that may be legally described as N ½ Lot 14, Con 6, Caradoc, Except Part 1, 34R-2345 & Except Part 1, 33R-13641; Municipality of Strathroy-Caradoc, County of Middlesex and more particularly described in Parcel Identification Number 08526-0109(LT).

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC AS FOLLOWS:

1. **THAT:** the Mayor and the Clerk be authorized to execute on behalf of the Corporation of the Municipality of Strathroy-Caradoc a Site Plan Agreement with WEED MD re: an addition to a cannabis production facility.
2. **THAT:** this Bylaw shall come into force and take effect upon the date of its final passing in Open Council.

Read a FIRST and SECOND time this 6th day of May, 2019.

Read a THIRD time and FINALLY PASSED in Open Council this 6th day of May, 2019.

Mayor

Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made in quintuplicate this 6th day May , 2019. the

of **BETWEEN: WEED MD**

“OWNER”

OF THE FIRST PART ;

AND: THE MUNICIPALITY OF STARTHROY-CARADOC the "MUNICIPALITY"

OF THE SECOND PART.

WHEREAS the Municipality has enacted a Site Plan Control By-law 15-06 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990 (the “*Planning Act*”);

AND WHEREAS the Owner represents and warrants that it intends to develop the land described in Schedule 'A' to this agreement (hereinafter called the "Land");

AND WHEREAS the Owner of the Land has submitted plans to the Municipality for approval in accordance with subsection 41(4) of the *Planning Act*;

AND WHEREAS subsection 41(7) (c) of the *Planning Act* authorizes the Municipality to require the Owner of the Land to enter into an agreement with the Municipality dealing with the provision and approval of the plans referred to in subsection 41 (4) of the *Planning Act*.;

AND WHEREAS the *Planning Act*, as amended, permits the registration of this Agreement against the Land to which it applies;

AND WHEREAS the Land is zoned for the purposes proposed by the Owner;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The following Schedules, being a legal description of the Land affected by this Agreement, the plans required by the Municipality pursuant to subsection (4) of Section 41 of the *Planning Act*, as amended, and particulars of the services being provided are hereby declared to form part of this agreement and are attached hereto:

<u>Schedule</u>	<u>Description</u>
'A'	- being a legal description of the Land
'B'	- being the plans showing the facilities, works, grading, elevations, landscaping and matters to be provided on the land (the “Site Plan”)

2. The attached Schedules 'A' and 'B' are hereby approved by the Municipality subject to the following conditions:

- a) The Owner hereby agrees that the development shall be carried out in phases and completed in accordance with the attached Schedules.
- b) The following shall be provided by the Owner to the satisfaction of and at no expense to the Municipality:
 - i) All parking areas and access thereto shall be constructed with a hard surface to the satisfaction of the Municipality and shall be provided prior to occupancy.
 - ii) All parking spaces shown on Schedule 'B' shall be demarcated clearly with painted lines. Parking areas shall be delineated with raised concrete curbs.

Barrier-free parking spaces shall be provided as shown on Schedule 'B' and 'C'. Signs are to be installed in front of each of the barrier-free parking spaces clearly indicating that the spaces are for that purpose only.

Barrier-free access shall be provided between parking areas and other outdoor public spaces and interior building spaces in accordance with the requirements of the Ontario Building Code.

- iii) All parking spaces shown on Schedule 'B' shall comply with the required dimensions as set out in the Municipality's Comprehensive Zoning By-law.
- iv) Adequate water supply shall be provided to the site and buildings prior to occupancy and this water supply shall be to the satisfaction of the Municipality.
- v) Internal sidewalks and walkways shown on Schedule 'B' shall be constructed with a hard surface such as concrete, pavement or interlocking brick.
- vi) Fire routes as shown on Schedule 'B' shall be maintained in an unobstructed manner and shall be constructed in a manner that will accommodate the Municipality's firefighting vehicles and equipment. The Owner shall install signs which denote the area as a designated fire route and prohibit parking, storage or other obstructions.
- vii) The Owner shall be responsible for protecting existing streets affected by the construction of this project and shall restore such streets to their previous condition in accordance with the Servicing Agreement between the Parties.
- viii) All yards shall be properly graded, landscaped and fenced as shown on Schedules 'B'. All trees and other landscaping materials will be trimmed and maintained by the Owner so as not to interfere with the passage of vehicles, particularly through areas designated as fire routes. Fencing shall be installed in accordance with the approved plans.
- ix) The maintenance of any fire hydrants or connections shown on private property on Schedule 'B' shall be the responsibility of the Owner.
- x) Adequate lighting shall be provided to ensure the security and safety of the public and the property. All exterior lighting shall be directed away from abutting properties to prevent the spread of light onto other properties or onto public roadways or highways. The Owner will install and use curtains to prevent light admittance to the satisfaction of the Municipality. Such curtains will be closed from dusk until dawn. Failure to comply with this provision constitute a breach of this Agreement and be handled in accordance with paragraph 5 of this Agreement.
- xi) The Owner agrees:
 - a. To install an odour filtration system in the building in order to mitigate the potential impacts on the surrounding environment.
 - b. To deposit securities with the Municipality for odour mitigation purposes, in the amount of fifteen thousand dollars (\$15,000.00), prior to the commencement of construction, including the erection of the fence.
 - c. In the event that the facility is emitting an odour consistent with the growing of medical marijuana and the owner has not rectified such odour emission within five (5) business days of written notice by the Municipality of such an emission, then the Municipality shall draw on the securities in such an amount that is required to pay the costs for the Municipality to rectify the odour emission.
 - d. In the event that there have been no odour emissions or complaints of odour emissions from the facility for two (2) years from the date of this Agreement, then the security will be returned to the Owner.
- xii) Any required extensions or expansions to storm, sanitary and/or water services on the site shall be installed at the expense of the Owner to the satisfaction of the Municipality's Engineer. The location and installation of any required fire hydrants shall be approved by the Municipality's Fire Chief and Engineer. Any required hydrants will be supplied and installed at the expense of the Owner.
- xiii) Backflow preventers are to be installed at all water service connections to the buildings shown on Schedule 'B'. Backflow preventers are to be tested annually and the Municipality is to be advised of the results of the testing in accordance with provincial regulations.

- xiv) The property shall be adequately drained to the satisfaction of the Municipality and in accordance with the approved stormwater management plan for the site so that:
 - the flow of water resulting from any grading and drainage facilities shall not create an erosion problem or aggravate an existing problem, and;
 - the flow of water shall not cause a drainage problem on the site or on abutting land.
- xv) The Owner agrees to keep parking areas free from snow. In the event that the snow storage areas cannot accommodate the accumulated snow, the Owner agrees to have snow removed from the land to another location at its sole expense.
- xvi) It is further acknowledged by and between the parties hereto that all of the aforesaid work shall be completed by the Owner to the satisfaction of the Municipality to the extent required by it prior to building occupancy. The Owner agrees to provide the Municipality, prior to the issuance of any building permits, an unconditional and irrevocable security in the amount of one hundred thousand dollars (\$100,000.00) in order to ensure compliance with all of the requirements of this agreement. The Owner shall ensure that the security is kept in full force and effect. The security may be drawn upon by the Municipality at its discretion to repair or address any deficiency or breach of the Owner related to this Agreement and will only be released upon one hundred percent (100%) of the works and facilities being completed by the Owner to the satisfaction of the Municipality and upon evidence that any arrears of taxes outstanding against the lands have been paid. If the Owner defaults in the performance of its obligations with regards to the installation of the services or the restoration of any disturbed land, the Municipality may at its sole discretion do the work and perform the service and supply the materials so in default or any part thereof and the Owner shall pay the Municipality forthwith on demand the costs thereof to the Municipality. The payment of these costs shall be drawn on the said security. Should the deposit be insufficient to cover the cost of rectifying deficiencies or breaches of this Agreement, the Owner shall forthwith pay to the Municipality such sum as may be required to make up the total cost of the work.
- xvii) The Owner agrees to provide to the Municipality as-built drawings of all service installations and connections and as-built Site Plan, in both electronic and paper formats upon the completion of construction.
- xviii) The Owner agrees to notify the Ontario Ministry of Culture in London (519-675-7742) if any deeply buried archaeological material be found during construction.
- xix) The Owner agrees to notify the Ministry of Culture and the Cemeteries Regulation Unit in the Ontario Ministry of Consumer and Commercial Relations in Toronto, as well as the municipal police and local coroner if human remains are found during construction.
- xx) The Owner agrees to keep the site tidy during construction so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent and in the vicinity of the development are kept clean of mud and debris.
- c) The Owner hereby agrees to maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause 2 b) of this Agreement.
- d) The approval of the attached Schedule 'B' by the Municipality shall lapse if development of the land:
 - i) is not carried out and completed in accordance with the said Schedules; or
 - ii) is not completed within two (2) years of the execution of this agreement unless an extension has been agreed to in writing by the Municipality.

3. The Owner hereby acknowledges and agrees that:

- a) Pursuant to subsection 41(10) of the *Planning Act*, this Agreement is to be registered against the Land to which it applies and the Municipality is entitled to enforce the provisions hereof

against the Owner, and subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land. Any such costs relating to the preparation and registration of this Agreement are the responsibility of the Owner.

- b) Pursuant to subsection 41(11) of the *Planning Act*, Section 446 of the *Municipal Act*, 2001 applies to any requirements made under subclauses 2 (a), (b) and (c) of this Agreement and to any other requirements made under this Agreement.
 - c) Upon completion by the Owner with all of the terms and conditions of this Agreement and at the written request of the Owner, the Municipality shall provide a letter of such compliance.
4. Amendments to this agreement may be carried out at any time with the consent, in writing, of the Municipality and the registered Owner of the land at the time of such amendment.
 5. Upon breach by the Owner of any covenant, term or condition of this Agreement, which such breach has not been rectified to the satisfaction of the Municipality by the Owner within seven (7) days of notice from the Municipality, the Municipality at its sole option, may:
 - a) require all work as aforesaid to cease, or;
 - b) complete any necessary work and the Owner agrees to forthwith indemnify the Municipality for any expense in this regard, such expense shall form a lien against the land and may be collected by the Municipality in the same manner as realty taxes pursuant to Section 446 of the *Municipal Act*, 2001. The remedies provided in this paragraph shall be in addition to any other remedy available to the Municipality pursuant to this Agreement or at law.
 6. All payments, notices, demands, requests, approvals, representations, and consents which may be or are required to be given by either party to the other herein, shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

If to the Municipality, to it at:

52 Frank St.
Strathroy, ON N7G 2R4

Attention: Clerk

If to the Owner, to it at:

Weed MD
8157 Inadale Drive
Strathroy, Ontario

Attention: **[insert name and position]**

and if any such notice, demand, request, approval, representation or consent is sent by prepaid registered mail, it shall be conclusively deemed to have been received on the third business day following the mailing thereof and if delivered, it shall be conclusively deemed to have been received at the time of delivery. It is agreed, however, that notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out, or similar event involving a postal service, any payment, notice, demand, request, approval, representation or consent will not be received by the addressee within the time hereinbefore provided, then the mailing of any payment, notice, demand, request, approval, representation or consent as aforesaid shall not be an effective means of sending the same but rather any payment, notice, demand, request, approval, representation or consent must be sent by the most reasonably expeditious means of transportation available.

7. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this agreement.
8. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the consent in writing of the parties hereto. A consent to any assignment required hereunder may be arbitrarily or unreasonably withheld until the proposed

assignee executes and delivers such documents as, in the opinion of the legal counsel of the Municipality, are necessary to oblige himself or itself hereunder.

9. The provisions hereof shall endure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
10. If any of the terms of this agreement shall be found to be ultra vires of the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(SEAL)
**Corporation of the Municipality
of Strathroy-Caradoc**

Mayor

Clerk

(SEAL)
Weed MD [NTD: confirm legal name]

Owner

SCHEDULE 'A'
LEGAL DESCRIPTION OF LAND AFFECTED BY THE SITE PLAN AGREEMENT

N 1.2 Lot 14, Con 6, Caradoc, Except Part 1, 34R-2345 & Except Part 1, 33R-13641; Municipality of Strathroy-Caradoc, being PIN 08526-0109 (LT)

SCHEDULE 'B'
SITE PLAN

- Project No. 1405-1