

The Corporation of the Municipality of Brockton



By-Law 2021-098

Being a By-Law to Authorize the Corporation of the Municipality of Brockton to Enter Into a Site Plan Agreement with Ryan Christopher Fullerton

Whereas the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by By-Law; and

And Whereas pursuant to Section 41, Subsection (7) of the *Planning Act R.S.O 1990, c. P.13* as amended, authorizes the Corporation to require the owner of subject lands to enter into an agreement with the Corporation formalizing the nature, scope and details of the development on said subject lands; and

And Whereas the Council of the Corporation of the Municipality of Brockton entered into an Agreement of Purchase and Sale with Ryan Christopher Fullerton on November 24, 2020 as per By-Law 2020-130 for a property located in the East Ridge Business Park;

And Whereas the Corporation of the Municipality of Brockton has been approached by Ryan Christopher Fullerton to develop certain property within the limits of the Municipality of Brockton for purposes of erecting buildings; and

And Whereas the Corporation of the Municipality of Brockton enacted a Site Plan Control By-Law pursuant to the provision of Section 41, of the *Planning Act R.S.O, 1990, c. P.13* as amended and requires that all Owners of new structures including Garden Suites or additions to existing structures to be erected within the Municipality of Brockton, save and except single family residential and agricultural structures, be required to enter into a Site Plan Agreement with the Corporation that shall specify the details of the development;

Now Therefore the Council of The Corporation of the Municipality of Brockton enacts as follows:

- 1.0 That the Corporation enter into a Site Plan Agreement which shall detail certain terms and conditions of the proposed development by Ryan Christopher Fullerton and this agreement, shall be attached hereto and marked as Schedule "A" and shall form an integral part of this by-law.
- 2.0 That the Mayor and Clerk are authorized to sign and execute the attached Site Plan Agreement, as well as any other related documentation on behalf of the Corporation, including the Acknowledgment & Direction required to register the Site Plan Agreement.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Ryan Fullerton Site Plan Agreement By-Law".

Read, Enacted, Signed and Sealed this 13th day of July, 2021.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Municipality of Brockton

Site Plan Agreement

This Agreement made this 13th day of July, 2021 and referred to as the
“Site Plan Agreement”

BETWEEN:

Ryan Christopher Fullerton
hereinafter referred to as the “Owner”

-and-

The Corporation of the Municipality of Brockton
hereinafter referred to as the “Corporation”

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

And Whereas in this Agreement “Owner” includes any subsequent Owner of the aforementioned subject lands;

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

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

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

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

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

Now therefore this agreement witnesseth of lawful money of Canada now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the Corporation as follows:

1. Introduction

- 1.1. The Owner agrees to enter into a Site Plan Agreement with the Corporation, for the development of all buildings and structures located on the subject lands located in the East Ridge Business Park.
- 1.2. The Owner agrees to allow the Corporation at the Owner’s expense to register or deposit this Agreement in the Registry Office for the County of Bruce against the subject lands.
- 1.3. Nothing in this Agreement shall relieve the Owner from complying with any other applicable Municipal requirements or by-laws.

- 1.4. The Owner hereby grants to the Corporation, its servants, agents and contractors, a license to enter the subject lands for the purposes of inspection of the works on the subject lands or for any purpose pursuant to the rights of the Corporation under this Agreement.

2. Schedules

The following Schedules are attached hereto and form part of this Agreement:

- | | | |
|-----|--------------|---|
| 2.1 | SCHEDULE "A" | Being a description of the lands affected by this Agreement. |
| 2.2 | SCHEDULE "B" | Being a solicitor's Certificate of Ownership of the subject lands. |
| 2.3 | SCHEDULE "C" | Being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided. |
| 2.4 | SCHEDULE "D" | Being a schedule of letters of credit to be obtained and filed with the Corporation by the Owner, upon execution of this Agreement. |
| 2.5 | SCHEDULE "E" | Being a schedule for the release/reduction of securities by the Corporation to the Owner. |
| 2.6 | SCHEDULE "F" | Being references of the approved plans referred to in this Agreement. |

3. Site Development

- 3.1 The Owner agrees to undertake development on the subject lands, at his sole expense, in conformity with the Approved Site Plan as referenced in Schedule "F" attached hereto.
- 3.2 At the sole discretion of the Corporation, if the Owner fails to obtain a building permit within one (1) year of signing this Agreement then the Agreement may be automatically terminated and the approval granted to the Approved Site Plan is rescinded.
- 3.3 At the sole discretion of the Corporation, if the Owner has taken out a building permit but has not completed construction within two years of the date of the permit, this Agreement may be automatically terminated and the approval granted to the Approved Site Plan is rescinded.
- 3.4 The Owner agrees to restore the municipal streets, to current standards, which have been disturbed or damaged during the course of construction, to the satisfaction of the Corporation.

4. Landscaping

- 4.1 The Owner shall, at their own expense, install landscaping as indicated on the Approved Site Plan.

5. Outside Storage

- 5.1 The Owner agrees that as no outside storage is proposed as part of the Approved Site Plans, any future outside storage on the subject lands shall be in compliance with the current provisions of the Municipality of Brockton Comprehensive Zoning By-Law as amended.

6. Refuse Storage

- 6.1 The Owner agrees to provide a refuse storage collection area within a building shown on the Approved Site Plan. Any future exterior refuse storage collection area on the subject lands shall be in compliance with the Corporation's current Comprehensive Zoning By-Law provisions as amended.

7. Loading, Parking and Driveways

- 7.1 The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Corporation's firefighting equipment.
- 7.2 The Owner agrees that the surface treatment of any and all loading, parking area and driveways shall be constructed as set out on the Approved Site Plan.
- 7.3 The Owner agrees that parking spaces shall be provided on the subject lands as indicated on the Approved Site Plan.
- 7.4 The Owner shall be required to provide and maintain accessible parking as per any Corporation By-Law in place relating thereto and any requirements as applies to the Highway Traffic Act.

8. Water and Sewer Services

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

9. Drainage

- 9.1 The Owner agrees that surface and roof drainage systems shall be designed and constructed to the satisfaction of the Corporation and as shown on the Approved Site Plan. Water shall not be directed onto any adjoining properties without the express approval of the so affected property owner within a registered drainage easement.
- 9.2 The Owner agrees to submit a Lot Grading and Drainage Plan, prepared by a Professional Engineer, with the Approved Site Plan, illustrating how stormwater and surface water will be detained on the site and discharged to the municipal drainage system at a rate no higher than the pre-development flows. The Lot Grading and Drainage Plan shall be in conformity with the East Ridge Business Park Storm Water Management Plan as may be amended from time to time.
- 9.3 Further the owner agrees to retain a Professional Engineer as per clause 16. of this Agreement, to provide general reviews confirming compliance with the Approved Site Plan.

10. Hydro Connections

- 10.1 The Owner agrees that the electrical service from the public street or other distribution point, to the building shall be underground and that there will be no overhead wires leading to the buildings.

11. Signs

- 11.1 The Owner agrees that as no signage is proposed on the Approved Site Plan, any future signage shall be in compliance with all applicable By-Laws of the Corporation. It is recognized that the content of any future sign may change as building occupancy changes.

12. Lighting

- 12.1 The Owner agrees that as no lighting is proposed on the Approved Site Plan, any future lighting shall be installed in compliance with all applicable By-Laws of the Corporation. Any future lighting shall be oriented and its intensity so controlled to prevent glare on adjacent roadways and properties. All parking lot lighting shall also comply with the Corporation's Dark Sky resolution.

13. Phasing

- 13.1 The Owner covenants and agrees to adhere to the Phasing Plan of the Approved Site Plan in constructing the proposed development and the approved structure(s) contemplated under this Agreement. The Owner acknowledges that each development phase shall be subject to the approval of the Chief Building Official prior to the issuance of any building permits for any phase.

14. Maintenance

- 14.1 The Owner shall:
- a) Complete the works and other facilities required on the Approved Site Plan and this Agreement at their sole expense and to the satisfaction of the Corporation;
 - b) Maintain those works and facilities located on the subject lands to the satisfaction of the Corporation at the sole risk and expense of the Owner; and
 - c) At all times in the future, provide to an acceptable standard removal of snow and ice from access ramps and driveways, parking areas, loading areas and walkways for the protection of people and property and to afford safe access to the subject lands.
- 14.2 Without limiting the generality of paragraph 14.1 (b), the Owner shall:
- a) Maintain all hedges, trees, shrubs, and other ground cover in a healthy state;
 - b) Keep any works and facilities shown on the plan with respect to landscaping in good repair; and
 - c) Refrain from doing anything that will have a detrimental effect on adjoining properties.

15. Site Plan Inspection and Occupancy

- 15.1 The Owner agrees that prior to occupancy of the building, the Owner shall request a Site Plan Inspection conducted by the municipality. An agent or employee of the municipality shall inspect the site and note any deficiency associated with the project that requires remedy prior to occupancy. All deficiencies shall be remedied prior to the refund of the Performance Deposit. Deficiencies shall be considered to be a breach of this agreement.
- 15.2 The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, and that the internal water distribution and sanitary sewer collection have been tested and approved and are operating in accordance with the conditions established by the Corporation.

- 15.3 In the event that a building or unit is occupied otherwise than in accordance with the provisions of 15.2, the Owner covenants and agrees that the Corporation shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Corporation.

16. Professional Engineer

- 16.1 The Owner covenants and agrees to retain a Professional Engineer who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of lot grading and drainage, site and external servicing plans, municipal service connection designs, and lot grading and drainage reports that are to be submitted to the Chief Building Officer for his/her approval.
- 16.2 The Owner's Professional Engineer will be required to inspect and certify to Chief Building Officer that all internal and external services, lot grading and drainage requirements have been constructed in accordance with the approved Engineering Drawings and reports, prior to the release of performance deposit held for engineering-related works. The certificate, or certificates, shall be in a format acceptable to the Chief Building Officer. The Chief Building Officer may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.

17. Indemnity

- 17.1 The Owner will at all times indemnify and save harmless the Corporation of and from all losses, costs and damages which the Corporation may suffer or be put to, for or by reason of, or on account of, the construction, maintenance or existence of pavements, curbs, plantings, and other improvements upon the road allowances where the same are required by this Agreement to be provided at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the subject lands, and shall be added to the assessment roll as unpaid taxes and may be collected in a similar manner as unpaid Municipal taxes.
- 17.2 This Agreement and the provisions hereof do not give to the Owner or any person acquiring an interest in said lands (each hereinafter in this paragraph called "such persons") any rights against the Corporation with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to force any such person to perform or fully perform any such obligations under this Agreement or the negligence of any such person in the performance of the said obligation. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner, and in default thereof and without limiting other remedies to the Corporation the provisions of Section 446 of the Municipal Act 2001, as amended, shall apply.
- 17.3 If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing shall be done at the expense of the Owner, and the Corporation may recover at the expense incurred in doing it by action, the Owner hereby authorizes the Corporation to enter upon the said subject lands and do such matter or things.

18. Severability

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

19. Performance Deposit

- 19.1 Prior to obtaining a Building Permit, the Owner agrees to provide the Corporation with a Performance Deposit in the amount of \$5000.00. The purpose of this security is to:
- a) Ensure that the Owner constructs the project in compliance with the Approved Site Plan;
 - b) Ensure the provision of all matters and facilities required pursuant to this Agreement;
 - c) Ensure other applicable municipal requirements shall be met within the prescribed period of time;
 - d) To be used to cover the costs of any damage to municipal property during the course of construction.
- 19.2 The Performance Deposit shall be determined by the Corporation based upon a formula of 1% of the value of the project's construction (including land). The minimum Performance Deposit shall be \$3,000 and the maximum Performance Deposit shall be \$20,000. The Performance Deposit shall be in the form of cash, Certified Cheque, or by Irrevocable Letter of Credit.
- 19.3 The Performance Deposit shall be refunded to the Owner without interest upon as per Schedule "D" of this agreement

20. Additional Permits

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

21. Termination of Agreement

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

22. Estoppel

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

23. Notices

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

The Corporation of the Municipality of Brockton
c/o Clerk
100 Scott Street
P.O. Box 68
WALKERTON, Ontario
N0G 2V0

Ryan Fullerton
358 Westwood DR
SS5
WALKERTON, Ontario
N0G 2V0

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

24. Agreement Runs with Land

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

25. Municipal Expenses

- 25.1 The Owner shall pay to the Corporation the costs for all outside technical, professional and legal advice that the Corporation has incurred in order to approve the development covered by this agreement. These expenses do not include technical services rendered by full time municipal staff. The Financial Obligations are outlined in Schedule "C" of this Agreement. Securities and Performance deposits are outlined in Schedule "D" of this Agreement.
- 25.2 The Owner agrees to pay to the Corporation by cash or Certified Cheque, a contribution for the Corporation's municipal administrative services in the sum of \$0.10 per square foot with a minimum fee of \$500.00 as per the Fee By-Law of the Corporation based upon the building's foot print for all commercial and industrial developments. This fee will only be charged on the proposed building(s). Staged development will be charged the necessary fees as per the Fee By-Law of the Corporation as amended, once future development begins.

The total contribution for this development, based on a 3014 square foot building will be \$500.00 and shall be payable on execution of this Agreement and before the issuance of a building permit

26. Gender and Number

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

Signed, Sealed and Delivered
In the Presence

Witness: _____

Owner

Dated: _____

Per: _____
Ryan Christopher Fullerton

The Corporation of the Municipality of Brockton

Dated: _____

Per: _____
Chris Peabody – Mayor

Per: _____
Fiona Hamilton – Clerk

We have the authority to bind the Corporation.

Schedule “A” to Site Plan Agreement

Description of Lands

Being: PART LOTS 33 AND 34 CONCESSION 1 NDR BRANT PT 1 3R-10451;
MUNICIPALITYOF BROCKTON

Schedule “B” to Site Plan Agreement
Solicitor’s Certificate of Ownership

I [Name of Solicitor]

a Solicitor of Ontario, do hereby certify that [Name of Owner(s)] is/are the sole Owners(s) in fee simple of all land described in Schedule “A” to the Site Plan Control Agreement herein referred to.

I further certify that there are no mortgages or other encumbrances upon said lands or any part thereof save and except the following:

[list of encumbrances]

I further certify that [Name of Owner(s)]

Is/are the sole Owner(s) in fee simple of all land to be conveyed to the Municipality pursuant to the said site Plan Control Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgages or other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Site Plan Control Agreement.

DATED at _____ this _____ day of _____ 201__.

TO: [name of Municipality]

Solicitor for the Owner(s)Being: [legal description]

Schedule “C” to Site Plan Agreement

List of Financial Obligations to the Owner(s)

| | |
|--|---------------------|
| 1. Site Plan Agreement Registration/Preparation – Invoiced for Actual Cost – (Refundable Deposit \$1,000.00) | |
| 2. Site Plan Agreement Preparation Fee | \$114.00 |
| 3. Site Plan Agreement Administration Fee | <u>\$500.00</u> |
| TOTAL | <u>\$614.00</u> |

Schedule “D” to Site Plan Agreement

Security/Letter of Credit

| SECURED WORKS | | AMOUNT |
|---------------|---|-----------|
| 1. | Performance Deposit | \$5000.00 |
| 2. | Site Plan Control Agreement Registration/Preparation Deposit | \$1000.00 |
| TOTAL | | \$6000.00 |

Schedule “E” to Site Plan Agreement

Release of Security

Application for Reduction of Securities

Prior to the release of any security held by the Municipality for the works, facilities and matters set out in this Agreement, the Owner must supply the Municipality with the following documentation:

- a) formal request for reduction/release;
- b) consultant’s certificate confirming compliance with plans;
- c) as-constructed drawings;

Release of Securities

(a) Release of Performance Deposit

Upon the receipt by the Corporation of all the documents identified above works, and satisfaction to the Corporation that the work has been completed in conformity with the approved plans, the Corporation shall release the Performance Deposit.

(b) Release of Site Plan Control Agreement Registration/Preparation Deposit

Upon payment of the invoice for the cost incurred for the registration of the Site Plan Control Agreement in the Registry Office for the County of Bruce against the subject lands, the Corporation shall release the Site Plan Control Agreement/Preparation Deposit.

Schedule “F” to Site Plan Agreement

APPROVED PLANS

The following Plan forms part of this Site Plan Agreement and are on file at the Clerk’s Office for the Corporation.

1. Grading & Servicing Plan Drawing No. 01754-SG1 JUL 09/21
2. Site Plan Drawing No. 01754-SP1 JUL 09/21
3. Details Drawing No. 01754-SP1 JUL 09/21

The Owner agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above referenced Plans.

CAUTION:
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

Notes

1. SITE GRADING IS BASED ON GENERAL GRADING PLAN II PREPARED BY BM ROSS
2. PARCEL BOUNDARY BASED ON DRAFT R-PLAN PREPARED BY HEWETT & MILNE LTD.
3. COBIDE ENGINEERING INC. ASSUMES NO RESPONSIBILITY FOR BASEMENT CONDITIONS DUE TO GROUNDWATER.
2. ALL FOOTINGS ARE TO BE CONSTRUCTED TO NATIVE SOIL OR PLACED ON STRUCTURAL FILL.
3. PROVIDE FROST FOOTINGS AS REQUIRED.
4. ALL DISTURBED AREAS TO BE RESTORED WITH TOPSOIL, SEED AND MULCH OR SOD IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
5. ENSURE POSITIVE DRAINAGE AWAY FROM PROPOSED BUILDINGS.
6. WATER SERVICE LINES WITHIN THE SITE ARE TO STAY ABOVE THE SANITARY LINES WHERE THEY CROSS TO MAINTAIN SPATIAL SEPARATION BETWEEN SEWER AND WATER LINES AS PER THE CBC.
7. SANITARY CLEANOUT AT PROPERTY LINE IS TO HAVE A MALCOLM STEEL BOLTED CAP.
8. ALL SANITARY SERVICES ARE TO HAVE A MINIMUM COVER OF 2.5m.
9. COVER OVER WATERMAIN 1.8m MINIMUM AT ALL POINTS.
10. SANITARY SEWER TO BE PVC SDR 35
11. ALL WATERMAINS TO BE PVC OR 18 WITH 19MMØ REHAU MUNIPEX SERVICE TUBING FOR WATER SERVICES.
12. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL STAMPED / ISSUED FOR CONSTRUCTION.
13. ALL CONSTRUCTION TO BE COMPLETED TO MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.

LOT STATISTICS:

OVERALL LOT AREA = 8208.19m²
TOTAL BUILDINGS FOOTPRINT = 2200.00m²
LOT COVERAGE = 26.80%


Benchmark Information

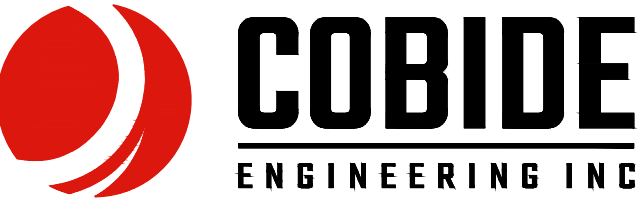
BM#1
NAIL IN HP AT INTERSECTION OF EAST RIDGE ROAD AND BRUCE COUNTY RD 19 ELEV. 296.11

| No. | DATE | DESCRIPTION | BY | APPD |
|-----|-----------|-------------------|-----|------|
| 3 | JUL 09/21 | FOURTH SUBMISSION | TLB | TLB |
| 2 | JUL 08/21 | THIRD SUBMISSION | TLB | TLB |
| 1 | JUN 15/21 | SECOND SUBMISSION | TLB | TLB |
| 0 | MAR 30/21 | FIRST SUBMISSION | TLB | TLB |

REVISION / ISSUE

Seal not valid unless signed and dated





517 10th Street, Hanover, Ontario N4N 1R4
Telephone: (519) 506-5959
www.cobideeng.com

Title:

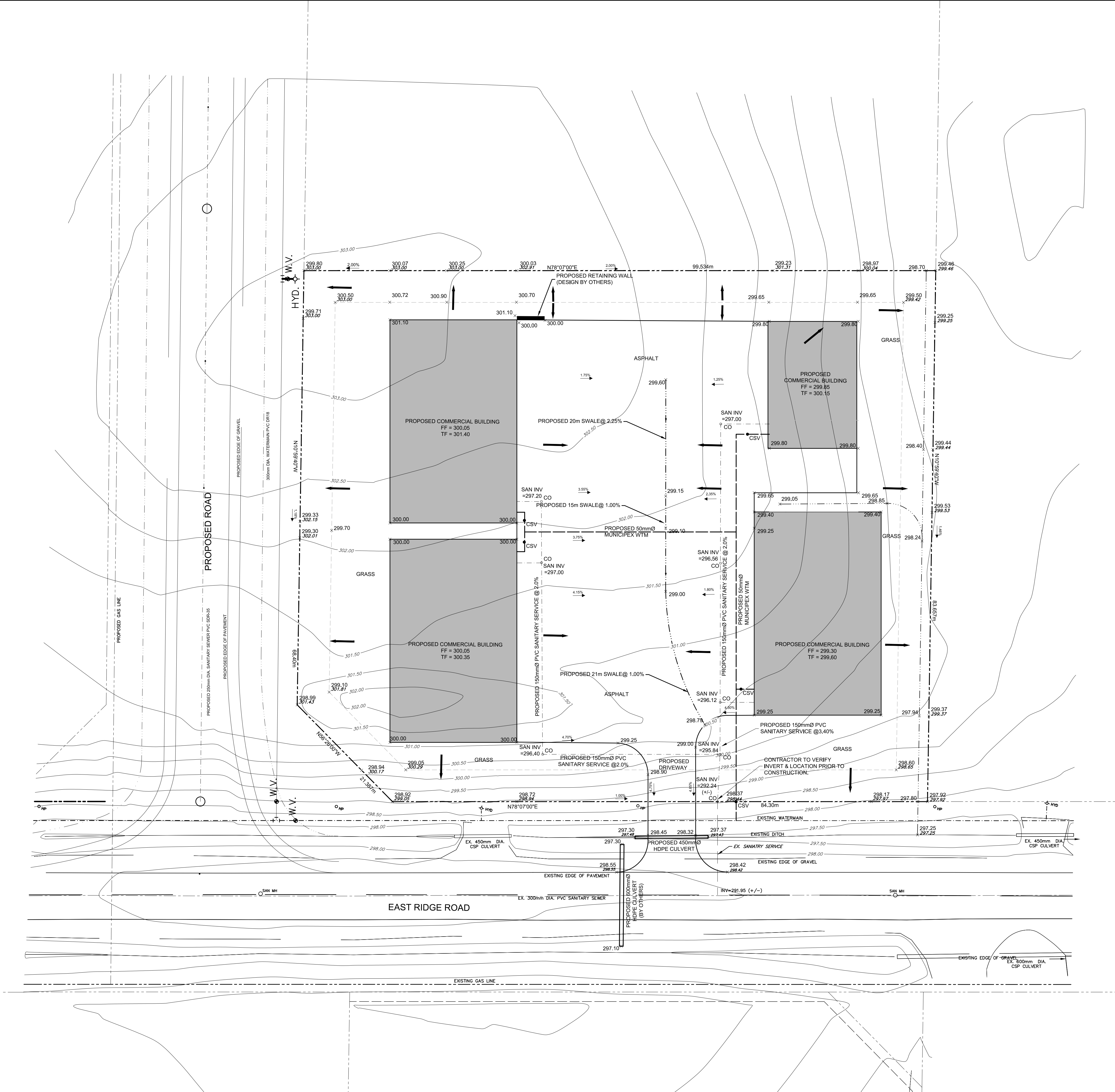
MUNICIPALITY OF BROCKTON
(WALKERTON)
FULLERTON EAST RIDGE PARK PART 1
GRADING & SERVICING PLAN

Client:

RYAN FULLERTON

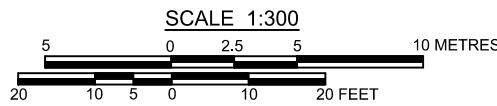
| | | | |
|----------|--------------|-----------|-----------------|
| Design: | TLB | Scale: | 1:300 |
| Drawn: | JWT | Approved: | |
| Checked: | TLB | | |
| Date: | MAR 23/ 2021 | | Design Engineer |

DRAWING No. 01754-SG1



H:\Lot Grading Plans\01754 - Fullerton East Ridge Park Lot Grading Plan Drawings\Working Drawings\01754 Fullerton East Ridge Park GR Plan 2021-07-09.dwg

H:\Lot Grading Plans\01754 - Fullerton East Ridge Park Lot Grading Plan Drawings\Working Drawings\01754 Fullerton East Ridge Park GR Plan 2021-07-09.dwg



| FULLERTON ERBP DEVELOPMENT - MUNICIPALITY OF BROCKTON DEVELOPMENT STATISTICS | | | |
|---|----------|----------|-----------------|
| CURRENT ZONE: BP1 (BUSINESS PARK 1) PROPOSED USE: STORAGE BUILDINGS | | | |
| REGULATION | REQUIRED | PROVIDED | RELIEF REQUIRED |
| MIN. LOT AREA | 750m² | 8,208m² | NO |
| MIN. LOT FRONTAGE | 30m | 84.3m | NO |
| MIN. FRONT YARD | 6.0m | 9.33m | NO |
| MIN. EXTERIOR SIDE YARD | 6.0m | 13.67m | NO |
| MIN. INTERIOR SIDE YARD | 7.5m | 7.5m | NO |
| MIN. REAR YARD | 7.5m | 7.74m | NO |
| MAX. LOT COVERAGE | 70% | 28.6% | NO |
| MIN. PARKING SPACES | 11 | 11 | NO |

CAUTION:
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 3. PROVIDE FROST FOOTINGS AS REQUIRED.
 4. ALL DISTURBED AREAS TO BE RESTORED WITH TOPSOIL, SEED AND MULCH OR SOD IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
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 8. ALL SANITARY SERVICES ARE TO HAVE A MINIMUM COVER OF 2.5m.
 9. COVER OVER WATERMAIN 1.8m MINIMUM AT ALL POINTS.
 10. SANITARY SEWER TO BE PVC SDR 35
 11. ALL WATERMAINS TO BE PVC DR 18 WITH 19MMØ REHAU MUNIPEX SERVICE TUBING FOR WATER SERVICES.
 12. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL STAMPED / ISSUED FOR CONSTRUCTION.
 13. ALL CONSTRUCTION TO BE COMPLETED TO MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.

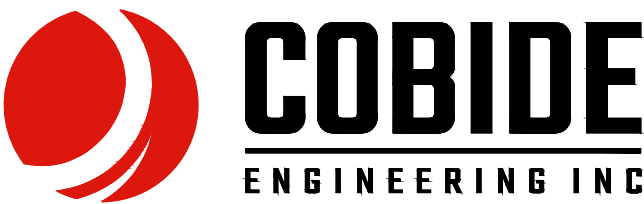
LOT STATISTICS:
OVERALL LOT AREA = 8208.19m²
TOTAL BUILDINGS FOOTPRINT = 2200.00m²
LOT COVERAGE = 26.80%

Benchmark Information
BM#1
NAIL IN HP AT INTERSECTION OF EAST RIDGE ROAD AND BRUCE COUNTY RD 19
ELEV. 296.11

| No. | DATE | DESCRIPTION | BY | APPD |
|-----|-----------|-------------------|-----|------|
| 3 | JUL 09/21 | FOURTH SUBMISSION | TLB | TLB |
| 2 | JUL 08/21 | THIRD SUBMISSION | TLB | TLB |
| 1 | JUN 15/21 | SECOND SUBMISSION | TLB | TLB |
| 0 | MAR 30/21 | FIRST SUBMISSION | TLB | TLB |

REVISION / ISSUE

Seal not valid unless signed and dated



517 10th Street, Hanover, Ontario N4N 1R4
Telephone: (519) 506-5959
www.cobideeng.com

Title:
**MUNICIPALITY OF BROCKTON
(WALKERTON)
FULLERTON EAST RIDGE PARK PART 1
SITE PLAN**

Client:
RYAN FULLERTON

| | | | |
|-------------|--------------|-----------|-----------------|
| Design: | TLB | Scale: | 1:300 |
| Drawn: | JWT | Approved: | |
| Checked: | TLB | | |
| Date: | MAR 23/ 2021 | | Design Engineer |
| DRAWING No. | 01754-SP1 | | |

H:\Lot_Grading_Plans\01754 - Fullerton East Ridge Park Lot Grading Plan\Drawings\Working Drawings\01754 Fullerton East Ridge Park GR Plan 2021-07-09.dwg

MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS

GENERAL - CONSTRUCTION

1. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH MUNICIPALITY OF BROCKTON STANDARDS AND OPSS. WHERE CONFLICT OCCURS, MUNICIPAL STANDARDS GOVERN.

2. DEWATERING TO BE CARRIED OUT IN ACCORDANCE WITH OPSS 517 AND 518 TO MAINTAIN ALL TRENCHES IN A DRY CONDITION.

3. ALL ENGINE DRIVEN PUMPS TO BE ADEQUATELY SILENCED, SUITABLE FOR OPERATION IN A RESIDENTIAL DISTRICT.

4. DISTURBED AREAS TO BE REINSTATED TO PREVIOUS CONDITION OR BETTER.

5. ALL MAINTENANCE HOLE FRAMES AND COVERS TO BE INITIALLY SET TO BASE COURSE HL4 ASPHALT ELEVATION AND ULTIMATELY RAISED BY ADDING SOLID ONE PIECE CAST IRON ADJUSTMENT RINGS PRIOR TO PLACING SURFACE COURSE HL3 ASPHALT.

6. ALL EXISTING MAINTENANCE HOLES TO BE RAISED OR LOWERED TO PROPOSED GRADE. MAXIMUM ALLOWABLE HEIGHT OF ADJUSTMENT TO BE 300mm.

7. ALL EXISTING HYDRANTS AND VALVES TO BE RAISED OR LOWERED TO PROPOSED GRADE.

8. TRENCHES FOR UTILITIES TO BE MINIMUM 600mm WIDE BACKFILLED WITH APPROVED NATIVE MATERIAL AND COMPACTED ALL TO THE SATISFACTION OF THE LOCAL UTILITY.

9. CONDUITS FOR ROAD CROSSINGS TO EXTEND 1.0m BEYOND CURB c/w PULL ROPES. INSTALL CONDUITS TO LOCAL STANDARDS.

10. MAINTAIN A 300mm VERTICAL SEPARATION (MINIMUM) BETWEEN SEWERS AT CROSSINGS.

11. CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK AND COORDINATE CONSTRUCTION ACCORDINGLY.

12. TOPSOIL TO BE STRIPPED FROM SITE SHALL BE STOCKPILED AS DIRECTED BY ENGINEER.

ROADWAYS

1. CONCRETE CURB AND GUTTER TO OPSS 600.100.

2. CURB AND GUTTER TERMINATION TO OPSS 608.010.

3. CURB AND GUTTER CONSTRUCTION SHALL CONFORM TO OPSS 353, NOV. 2006.

4. CONTRACTOR TO SUPPLY AND INSTALL STREET AND TRAFFIC SIGNS TO TOWN STANDARD. POSTS TO BE "U-FLANGE" GALVANIZED METAL POSTS OR APPROVED EQUIVALENT. POSTS TO BE 3.75m LONG EMBEDDED 1.2m.

5. SUBGRADE TO BE COMPACTED TO A MAXIMUM DRY DENSITY OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY (MDD). COMPACTION PER OPSS 501, NOV. 2005.

6. GRANULAR 'A' AND 'B' MATERIALS TO BE COMPACTED TO 100% MDD, PER OPSS 501, NOV. 2005.

7. BOULEVARD COMPACTION TO 95% OF MATERIAL'S MDD.

8. ROADWAY SUBGRADE TO BE PROOF ROLLED IN PRESENCE OF GEOTECHNICAL ENGINEER.

9. STANDARD ROAD BASE SHALL CONSIST OF 300mm GRANULAR 'B' AND 150mm GRANULAR 'A'.

10. PAVEMENT ON NEW ROADS TO BE HOT MIX HL4 (40mm) BASE COURSE AND HL3 (40mm) PER OPSS 310, NOV. 2003.

SANITARY SEWERS AND SERVICES

1. MAINTENANCE HOLES TO OPSS 1001.01 (1200mmØ)

2. BENCHING TO OPSS 1004.01

3. FRAMES AND COVERS TO BE OPSS 401.01 TYPE 'A', CLOSED COVER.

4. SERVICE CONNECTIONS TO BE 125mm, TERMINATED AT THE PROPERTY LINE WITH A 125x125x100mm WYE C/W CAP, A 100mm Ø RISER C/W 100mmØ LONG SWEEP CAPPED AT SURFACE.

5. SERVICE CONNECTIONS TO OPSS 1006.020 WITH SUITABLE NATIVE BEDDING OR GRANULAR 'A'.

6. BEDDING FOR SEWER SHALL BE PER OPSS 1005.02. BEDDING MATERIAL FOR SANITARY SEWER AND SERVICES SHALL BE GRANULAR 'A'.

7. BACKFILL PER OPSS 803.04 USING APPROVED NATIVE BACKFILL.

8. BACKFILL AND BEDDING MATERIAL TO BE COMPACTED PER OPSS 410 AND 514.

9. TESTING TO OPSS 410.

ENGINEERING STANDARDS

| | |
|-------------------------|---|
| Watermain Pipe | |
| 100 mm Ø and larger | PVC DR18 (Class 150) |
| 50 mm Ø | PVC Series 160 |
| Gate Valves | Mueller, mechanical joint, resilient seat, right hand closing |
| Valve Boxes | 130 mm Ø (5¼") cast iron or ductile iron slider type with a standard lower section and guide plate at manufacture by Bibby - St. Croix or approved equivalent |
| Hydrants | Canada Valve "Century", yellow with one standard 100 mm Storz quick connect fitting on the pumper port and two 63.5 mm (2 ½") nozzles with CSA Standard thread. Left hand closing |
| Fittings | Tees, bends, reducers, sleeves, etc. Mechanical joint, cast iron or ductile iron |
| Saddles | Broad band, stainless steel, double bolt |
| Corporation Stops | Mueller H15008 or Ford F1000 |
| Curb Stops | Mueller H15207 or Ford 244-333 (¾") or Ford 244-444 (1") |
| Service Material | Rehau Municipex service line |
| Curb Boxes | Mueller A-726-7 for 1500 mm to 1800 mm cover |
| Curb Box Extension Rods | Stainless Steel to within 600 mm of surface |
| Tracer Wire | Copperhead Superflex 1030 Blue Wire |
| Grip Rings | To be used at all mechanical joint fittings |
| Fasteners | Protecto caps and zinc sacrificial anodes on all mechanical joints |
| Test Station | 50mm underground test station by Handley Industries |

WATERMAIN AND WATER SERVICES

1. THRUST BLOCKS PER OPSS 1103.010 AND 1103.020.

2. SERVICE CONNECTIONS PER OPSS 1104.01.

3. HYDRANT, INSTALLATION PER OPSS 1105.01 AND TO TOWN STANDARDS.

4. USE APPROVED NATIVE MATERIAL OR GRANULAR 'A' BEDDING PER OPSS - 1102.02. BACKFILL TO BE APPROVED NATIVE MATERIAL PER OPSS 803.04.

5. WATERMAIN, SERVICES, AND HYDRANTS TO BE INSTALLED PER OPSS 701, NOV. 2006.

6. ALL PVC WATERMAIN TO HAVE TRACER WIRE BETWEEN HYDRANTS AND OTHER CONDUCTING APPURTENANCES.

7. MINIMUM COVER TO BE 1.8m.

8. ALL FITTINGS (BENDS, TEES, VALVES, HYDRANTS, MAIN STOPS, CURB STOPS ETC) SHALL BE PROVIDED WITH CATHODIC PROTECTION. ANODES SHALL BE CONNECTED TO WATERMAIN FITTINGS USING CADWELD METHOD. ALL CADWELDS TO BE COVERED WITH MASTIC MATERIAL.

9. MAIN STOPS AND CURB STOPS TO HAVE GROUNDING SCREW FOR ATTACHING ANODE.

10. ALL FITTINGS TO BE FITTED WITH 19MM SACRIFICIAL ZINC CAPS. CAPS TO BE "PROTECTO-CAPS" OR APPROVED EQUIVALENT.

11. ANODES SHALL BE AS FOLLOWS:

- MAIN STOPS AND CURB STOPS - 2.3 KG
- ALL OTHER FITTINGS - 5.5 KG

STORM SEWERS AND SERVICES

1. MAINTENANCE HOLES TO OPSS 1001.01 (1200mmØ)

2. BENCHING TO OPSS 1004.01

3. FRAMES AND COVERS TO BE OPSS 401.01 TYPE 'A', CLOSED COVER.

4. SERVICE CONNECTIONS TO BE 150mm, TERMINATED AT THE PROPERTY LINE WITH A 150mmØ RISER C/W 150mmØ LONG SWEEP CAPPED AT SURFACE.

5. SERVICE CONNECTIONS TO OPSS 1006.020 WITH SUITABLE NATIVE BEDDING OR GRANULAR 'A'.

6. BEDDING FOR SEWER SHALL BE PER OPSS 1005.02. BEDDING MATERIAL FOR STM SHALL BE GRANULAR 'A'.

7. BACKFILL PER OPSS 803.04 USING APPROVED NATIVE BACKFILL.

8. BACKFILL AND BEDDING MATERIAL TO BE COMPACTED PER OPSS 410 AND 514.

MATERIALS

1. SANITARY SEWER - SDR35 PVC.

2. SANITARY SERVICES - SDR28 PVC, 125Ø USING TEE CONNECTIONS TO MAIN.

3. STORM SEWER - PE (PS 320).

4. ALL DRAINAGE PIT MATERIAL TO BE PERFORMED P.E. (PS 320) STORM SEWER.

5. WATERMAIN - DR18 PVC INCLUDING 12 AWG TWU TRACER WIRE. ALL MECHANICAL JOINTS TO BE EQUIPPED WITH GRIP RINGS.

6. WATERMAIN SERVICES - 19mmØ, REHAU MUNICIPEX, MAIN STOP (FORD F1000 OR MUELLER 15008), CURB STOP (MUELLER H 15207 OR FORD 244-333) C/W CURB BOX (MUELLER A-726-7). SERVICE SADDLES SHALL BE DOUBLE BOLT STAINLESS STEEL ROCKWELL SERIES 371 OR CAMBRIDGE BRASS SERIES 403.

7. HYDRANTS - CANADA VALVE CENTURY WITH 2-63.5mm PORTS AND 100Ø STORTZ PUMPER PORT, OR AS APPROVED BY THE FIRE CHIEF OF WALKERTON STATION. MUELLER #55 OR CONCORD 2000 WEDGE STYLE GATE VALVE SHALL BE PLACED 1.0m FROM HYDRANT. EACH HYDRANT TO BE C/W 50mm DIA. UNDERGROUND TEST STATION PER TOWN STANDARDS.

8. ALL HYDRANT INSTALLATIONS WILL ALSO INCLUDE A 50mm DIA. UNDERGROUND TEST STATION. THE TEST STATION WILL BE APPROX. 300m BEHIND EACH HYDRANT AND COME COMPLETE WITH 2 TERMINALS ON THE TERMINAL BLOCK THAT IS FASTENED TO THE LID. THE LID SHALL HAVE A PERMANENT MAGNET AND/OR A METAL LID FOR EASY DETECTION WITH AN ELECTRONIC LOCATOR. THE TOP OF THE TEST STATION SHALL BE INSTALLED FLUSH TO THE PROPOSED FINISH GRADE ELEVATION. TEST STATIONS SHALL BE SUPPLIED BY HANDLEY INDUSTRIES OR APPROVED EQUIVALENT.

9. VALVES - AWWA C509 RESILIENT SEATED GATE VALVES (RIGHT HAND CLOSING) WITH MECHANICAL JOINT ENDS. VALVE BOX SHALL BE 130 MAX. DIA. CAST OR DUCTILE IRON SLIDER TYPE WITH STANDARD LOWER SECTION AND GUIDE PLATE BY BIBBY-ST. CROIX. PREFABRICATED HOLES SHALL BE PLACED NEAR TOP OF VALVE BOX FOR TRACER WIRE.

10. "STOP AND DRAIN" VALVES ARE TO BE USED AT BLOW-OFFS. MUELLER H-15219 OR APPROVED EQUIVALENT TO BE USED.

11. HYDRANTS TO BE PAINTED RED BARREL WITH RED TOP. 100mm(4") DIAMETER CONNECTION CAP IN BLACK, OTHER CONNECTION CAPS TO BE RED. SUPPLY AND PLACE FIBERGLASS POST AND SIGN ON 63.5mm(2-1/2") PORT TO INDICATE LOCATION IN WINTER WEATHER.

12. UTILITY ROAD CROSSING CONDUITS - 100mmØ TYPE II PVC.

CAUTION:
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

Notes

1. SITE GRADING IS BASED ON GENERAL GRADING PLAN II PREPARED BY BM ROSS

2. PARCEL BOUNDARY BASED ON DRAFT R-PLAN PREPARED BY HEWETT & MILNE LTD.

3. COBIDE ENGINEERING INC. ASSUMES NO RESPONSIBILITY FOR BASEMENT CONDITIONS DUE TO GROUNDWATER.

2. ALL FOOTINGS ARE TO BE CONSTRUCTED TO NATIVE SOIL OR PLACED ON STRUCTURAL FILL.

3. PROVIDE FROST FOOTINGS AS REQUIRED.

4. ALL DISTURBED AREAS TO BE RESTORED WITH TOPSOIL, SEED AND MULCH OR SOD IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

5. ENSURE POSITIVE DRAINAGE AWAY FROM PROPOSED BUILDINGS.

6. WATER SERVICE LINES WITHIN THE SITE ARE TO STAY ABOVE THE SANITARY LINES WHERE THEY CROSS TO MAINTAIN SPATIAL SEPARATION BETWEEN SEWER AND WATER LINES AS PER THE OBC.

7. SANITARY CLEANOUT AT PROPERTY LINE IS TO HAVE A MALCOLM STEEL BOLTED CAP.

8. ALL SANITARY SERVICES ARE TO HAVE A MINIMUM COVER OF 2.5m.

9. COVER OVER WATERMAIN 1.8m MINIMUM AT ALL POINTS.

10. SANITARY SEWER TO BE PVC SDR 35

11. ALL WATERMAINS TO BE PVC OR 18 WITH 19MMØ REHAU MUNICIPEX SERVICE TURNING FOR WATER SERVICES.

12. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL STAMPED / ISSUED FOR CONSTRUCTION.

13. ALL CONSTRUCTION TO BE COMPLETED TO MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.

Benchmark Information

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NAIL IN HP AT INTERSECTION OF EAST RIDGE ROAD AND BRUCE COUNTY RD 19 ELEV. 296.11

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COBIDE

ENGINEERING INC

517 10th Street, Hanover, Ontario N4N 1R4
Telephone: (519) 506-5959
www.cobideeng.com

Title:

MUNICIPALITY OF BROCKTON (WALKERTON)
FULLERTON EAST RIDGE PARK PART 1
DETAILS

Client:

RYAN FULLERTON

Design:

TLB

Drawn:

JWT

Checked:

TLB

Date:

MAR 23/ 2021

Scale:

1:300

Approved:

Design Engineer

DRAWING No.

01754-SP1

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