

The Corporation of the Town of Essex

By-Law Number 2082

Being a By-Law to Amend Site Plan Control Agreement between:

The Corporation of the Town of Essex and

Upper Canada Growers Land INC.

WHEREAS the Owner and the Corporation executed a Site Plan Agreement (By-Law #1979) made the 21st day of December, 2020, and said Site Plan Agreement was registered on title under S.71 of the Land Titles Act on December 21, of 2020.

AND WHEREAS the Owner has requested an amendment to the Site Plan Agreement which the Corporation has agreed to allow for the construction of a +3478 square metre greenhouse complex on the lands legally described as PT LT 4 Plan 178, in the Town of Essex, County of Essex, and known municipally as 1110 Ridge Road.

AND WHEREAS the subject lands are designated as a site plan control area pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto;

AND WHEREAS pursuant to Section 41 of the Planning Act, R.S.O. 1990 and Amendments thereto, municipalities may enter into such agreements;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. The Owner hereby consents to the registration of this Amendment to the Site Plan Agreement on title at its sole expense and at the sole discretion of the Corporation.
2. That the existing site plan dated November 13, 2020 referenced in the Site Plan Agreement registered on title on December 21, 2020, be deleted and replaced with the site plan prepared by D.W. Seberras and dated July 5, 2021.
3. That all reference to the site plan dated November 13, 2020 to the Site Plan Agreement made on December 21, 2020 be deleted and replaced with reference to the site plan prepared by D.W. Seberras and dated July 5, 2021.
4. That the following be added as conditions to the Site Plan Agreement made on December 21, 2020:
 - a. That the Owner (Upper Canada Growers) hereby agrees to construct and maintain for the life of the development the stormwater management facilities identified on the site plan on file with the Corporation (The Town of Essex) dated July 5, 2021 and in accordance with the Stormwater Management Report and site servicing drawings prepared by Seberras Engineering Group dated April 28, 2021 and further revised on September 22, 2021;

- b. That the Owner hereby acknowledges that granting of additional water treatment and water delivery capacity for Phase 1 of the greenhouse expansion shall be contingent on implementing all the conditions recommended in the Water Service Study completed by Stantec Consulting LTD dated May 26, 2021;
 - c. The Owner hereby agrees to implement and maintain an onsite fresh-water storage system having a minimum total working capacity of 10,000 lgal or greater to support the expanded greenhouse expansion, all to the satisfaction and technical requirements of the Corporation;
 - d. The Owner hereby agrees to enter into an indemnity agreement with the **Corporation with respect to the “understanding of water availability” and “limits of liability”** for Phase 1 of the greenhouse expansion;
 - e. The Owner hereby agrees to enter into an agreement with the Corporation for the supply of water for Phase 1 of the greenhouse expansion within 90 days of the date of adoption of Bylaw 2082 the terms and conditions of which shall be determined by the parties hereto both acting reasonably. Failure to enter into such agreement pursuant to the requirements of this clause will result in the cessation of water supply to Phase 1 of the greenhouse expansion at the sole expense of the Owner. The Owner further acknowledges and agrees that compliance with this clause shall also be an express Condition Subsequent to this agreement and any such failure by the Owner thereof shall make this agreement voidable at the option of the Corporation acting reasonably.
 - f. The Owner hereby acknowledges that they are given a time limit of twelve (12) months to use the availed water treatment and water delivery capacity for Phase 1 of the greenhouse expansion from the date of issuance of a municipal building permit or the approval for treatment capacity and delivery capacity from the Town shall lapse;
 - g. The Owner hereby acknowledges that approval to access the municipal water system for Phase 1 of the greenhouse expansion is issued to the applicant/landowner and for the property designated in this Agreement. It shall not be transferrable to another applicant/landowner or another property without the express written permission of the Corporation; and,
 - h. That UCG provide an improved level of fire protection to Phase 1 of their expanded greenhouse operation and bunk houses through the implementation of at least one (1) or two (2) fire hydrants along the frontage of their property positioned at strategic locations all to the satisfaction and technical requirements of the Town.
5. All of the terms and covenants in the said Site Plan Agreement are hereby confirmed in full force and effect save and except for the amendments noted in Item 4 listed above with such other modifications as are necessary to make said paragraphs applicable to the Site Plan Agreement.

Now therefore be it resolved that the Council of the Town of Essex enacts as follows:

That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to Schedule 1 attached hereto and forming part of this Bylaw, for the purpose of executing the Amended Site Plan Control Agreement.

Read a first, a second and a third time and finally passed on November 1, 2021.

Mayor

Clerk

In Witnesseth Whereof, the said parties hereunto affixed their signatures and corporate seals attested to by the hands of their proper officers, duly authorized in that behalf.

Signed, sealed and delivered in the presence of:

The Corporation of the Town Of Essex

Per: _____

Mayor

Per: _____

Clerk

Per: _____

Robert Haynes

I have the authority to sign on behalf of Upper
Canada Growers Land INC