

October 13, 2022

Durk Vanderwerff
Director, Planning Services
399 Ridout St. N.
London, ON. N6A 2P1

Dear Mr. Vanderwerff:

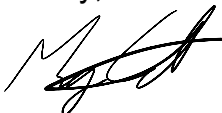
**RE: DEFERRED APPLICATION OFFICIAL PLAN AMENDMENT NO. 13 TOWNSHIP
OF ADELAIDE METCALFE (39-AM-OPA13)**

At the June 8, 2021 County Council meeting the following motion was passed with regard to the Official Plan Amendment No. 13:

Moved by Councillor Ropp
Seconded by Councillor DeViet
That the Amendment No. 13 to the Adelaide Metcalfe Official Plan be deferred pending a traffic and noise study completed by the applicant, to be peer reviewed by the Township of Adelaide Metcalfe; that a draft site plan agreement be prepared; and that a rural events licensing by-law also be prepared by Adelaide Metcalfe.
Carried.

Enclosed please find a response from Adelaide Metcalfe with regard to County Council's direction as requested during the June 8, 2021 County Council Meeting.

Yours truly,



Morgan Calvert
CAO
Township of Adelaide Metcalfe

BACKGROUND

On March 15, 2021, Adelaide Metcalfe Council approved both Official Plan Amendment #13 and Zoning By-Law Amendment Z02-2020 regarding a property located at 1425 Melwood Drive. The purpose of the application was to recognize the existing use of a wedding venue and associated facilities, with the ability to establish a farm winery in the future.

As Middlesex County is the Approval Authority for the Official Plan, Official Plan Amendment #13 was prepared and delivered to Middlesex County Council for their consideration. The following motion was passed at the June 8, 2021 County of Middlesex Meeting of Council concerning what compatibility measures were taken:

*Moved by Councillor Ropp Seconded by Councillor DeViet
That the Amendment No. 13 to the Adelaide Metcalfe Official Plan be deferred pending a traffic and noise study completed by the application, to be peer reviewed by the Township of Adelaide Metcalfe; that a draft site plan agreement be prepared and that a rural events licensing by-law also be prepared by Adelaide Metcalfe.
Carried.*

Through County Council's motion, it is the understanding of Township administration that County Council is seeking more information concerning operational matters.

As a result, staff in consultation with Township legal counsel and Planning staff have been working to address the questions from County Council with regard to their consideration of OPA#13.

ANALYSIS

The following is an outline of the request from the County, including a status and summary of outcome for each item:

Traffic study to be completed by the applicant, to be peer reviewed by the Township

Status

Traffic study has been completed by the applicant (attached as Schedule 1) and has been peer reviewed by the Township (attached as Schedule 2).

Summary of Outcome

Paradigm Transportation Solutions was retained by the applicant to complete a Traffic Impact Brief (TIB). A letter from the consultant was provided to the applicant on

December 9, 2021, which concluded that the traffic impacts from the proposed wedding and events venue are not significant and can be accommodated on both Melwood Drive and Napier Road.

The Township received the TIB from the applicant and initiated a peer review through F.R. Berry & Associates. In a letter issued on December 29, 2021, the consultant concluded that, although they do not agree with the assessment that traffic impacts are not significant, they agree that the total volumes are well within the capacity of each road, and the weddings and events will not occur on a daily basis. For short periods of time and at infrequent intervals, local residents will experience higher than normal traffic flows, none of which would affect residents' safety or ease of access.

Noise study to be completed by the applicant, to be peer reviewed by the Township

Status

Noise study has been completed by the applicant (attached as Schedule 3) and has been peer reviewed by the Township (attached as Schedule 4) along with a noise study submitted by a nearby property owner (attached as Schedule 5).

Summary of Outcome

The applicant retained HGC Engineering to conduct a Noise Impact & Mitigation Feasibility Study in 2018. A report was provided on July 12th of that year which concluded that during the evaluation, beats from the indoor music were audible at three nearby residences which were greater than the background sound in the area. The consultant provided recommendations on mitigation controls that could be implemented by the applicant to reduce the noise levels.

A follow up review was done in 2020 which outlined the noise control measures that were implemented at the venue and concluded that these measures have reduced the sound levels of music to be equal to or less than the background sound at the closest neighbouring residential property.

A neighbouring property also retained a noise consultant (O2E Inc.) in 2020 (attached as Schedule 5) to monitor noise emanating from the subject property and to review the studies prepared by the applicant. The consultant concluded that there continued to be noise from the subject lands other than the amplified music from the reception barn, which the HGC review focused on.

The Township retained Dillion Consulting in February of 2022 to peer review the three noise evaluations that had been submitted. Dillon's peer review, as amended as of October 3, 2022, recommended that the Township develop and adopt a Noise and/or

Nuisance By-law to provide businesses and residents a clear guide to their rights and obligations. Both a Noise and Nuisance By-law were developed and passed at Council on February 7, 2022. Dillon also confirmed that in light of the mitigation measures implemented in 2020 and the passing of a Noise and Nuisance By-laws, that no further mitigations are necessary at this time. Finally, Dillon noted that an additional independent third-party acoustician study could be completed in the future, should such become necessary, in the event that venue operations change, noise complaints increase, or the Township wished for one to be conducted and that any such measures arising from such future study could be addressed by local municipal regulation.

In conclusion, wording has been added to the draft site plan agreement providing the Township the ability to require a new noise study to be completed in the future as an additional tool to assist in mitigating potential adverse effects on nearby properties.

Draft site plan agreement be prepared

Status

Township and Applicant are working through the Site Plan Control process to develop a Site Plan Agreement (Draft Site Plan Agreement attached as Schedule 6).

Summary of Outcome

The applicant submitted a revised site plan addressing comments provided during the initial circulation period. Planning staff note that the majority of the Township's departmental and planning comments have been addressed or can be addressed through the agreement, as well as those from the St. Clair Conservation Authority. There are outstanding comments from the Township's engineers, however, they are not likely to fundamentally change the current site plan.

Our retained legal counsel for Site Plan Agreements, the MCBSO, has assisted in the development of the draft Site Plan Agreement. Please note that this is only a DRAFT Site Plan Agreement and that the process still needs to be completed between the Township and the Applicant.

Rural events licensing by-law be prepared

Status

Township Council considered a Rural Events Licensing By-law prepared by staff however, did not approve the proposed by-law as Council had recently adopted Noise and Nuisance By-laws as good tools to assist in noise and nuisance related enforcement, as required.

Summary of Outcome

During the February 22, 2022 Council meeting, Township Council received a staff report and proposed Rural Events Licensing By-law (attached as Schedule 7). After careful consideration and discussion, Township Council felt it was sufficient that it had recently approved a Noise By-law and Nuisance By-law at the February 7, 2022 Council meeting. Township Council felt the Rural Events Licensing By-law was well written and could be a useful tool in the future if needed. However, Township Council felt that the tools provided for through the Noise and Nuisance By-laws are sufficient to address the identified operational matters.

Other Incompatibility Mitigations – Noise and Nuisance By-laws

At the February 7, 2022 Council meeting, administration presented a report that identified through a by-law review that two standard municipal by-laws should be implemented to assist in general by-law enforcement in the Township:

- A “Noise By-law” which governs unusual, unnecessary, and excessive noises that disturb residents
- A “Nuisance By-law” which governs issues outside of noise, including odour, dust, lighting and other obnoxious challenges

Township Council approved the implementation of both by-laws at the February 7, 2022 Council meeting. These two by-laws were also recommendations resulting of the peer review of the two noise studies.

Index of Schedules

Schedule 1: Traffic Study Completed by Applicant

Schedule 2: Peer Review of Traffic Study

Schedule 3: Noise Study completed by applicant

Schedule 4: Peer review of noise study

Schedule 5: Noise study completed by nearby landowner

Schedule 6: Draft Site Plan Agreement

Schedule 7: OPA #13 Status Update / Rural Events Licensing By-law staff report

Schedule 1: Traffic Study Completed by Applicant

Please refer to attachment due to PDF protection (file security) not allowing for the PDF to become part of this overall package.

Schedule 2: Peer Review of Traffic Study

F.R. Berry & Associates

TRANSPORTATION PLANNING CONSULTANTS

660 Inverness Avenue

London, Ontario N6H 5R4

Tel: (519) 474 2527 Toll Free: 1 888 665 9192 Email: fyberry@rogers.com

December 29, 2021

Our Ref. **2191**

Township of Adelaide Metcalfe

2340 Egremont Drive

RR #5

Strathroy ON

N7G 3H6

Attn. Mr. M. Calvert

Chief Administrative Officer

Dear Mr. Calvert:

**RE: PROPOSED WEDDINGS AND EVENTS VENUE
1425 MELWOOD DRIVE, KERWOOD**

At your request, I have reviewed the report prepared by Paradigm Transportation Solutions Limited on the potential traffic impact of a proposed wedding and events venue at 1425 Melwood Drive. My review consisted of an assessment of the methodology used and sufficient analysis to determine if the conclusions of the report were supported by the discussion. In general, I found that the methodology was appropriate and that the conclusions were justified. However, I found that the analysis contained in the report was not clearly presented and was at times confusing. There are also minor discrepancies in the report figures which do not affect the report's conclusions.

In particular, the report used the approach of estimating vehicle trips per guest¹. While this does give an estimate of total vehicle trips it is not a number one can relate to. A simpler approach would have been to estimate the number of guests per vehicle and also the arrival and departure rates.

After allowing for the 20 guests who arrived by bus, data from the Saturday count at the site indicates an average vehicle occupancy of 3.7 persons per vehicle. From the count made at the Erin site, the Paradigm report estimates a trip ratio of 0.32 trips per guest, which translates to a vehicle occupancy rate of 3.1 persons per vehicle. The latter number seems more likely and, in any event, provides for a more conservative estimate of vehicle arrivals and departures.

¹ On page 4, last paragraph, line 3, this is mis-stated as guests per trip.



The Monday event as described in the Paradigm report generated 104 vehicle trips in total, with 26 leaving and 15 entering in the peak hour. There is no indication of the number of attendees at this event and thus the average vehicle occupancy cannot be determined.

Based on an analysis of arrivals and departures, the Paradigm report concluded that;
The peak hour trip generation for 200 guests could range between 28 trips...and 64 trips.
The corresponding total event trip generation could range between 102 trips....and 200 trips.

My estimate of peak hour trips generated by 200 guests at a wedding is 36 arriving and 3 leaving for a total of 39 vehicle trips (3.1 persons per vehicle, 55 percent arrivals, 5 percent departures). This is consistent with Paradigm's estimate.

There does not appear to be any basis for Paradigm's estimate of event trips. While the total event vehicle trip generation of 102 vehicles appears reasonable, based on an actual count, the estimate of 200 trips, based on a vehicle occupancy rate of one person per vehicle, does not. A total trip generation of 150 vehicles, with a corresponding peak hour total volume of 60 vehicles may be a more appropriate upper limit.

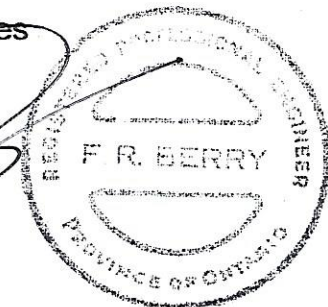
Figure A shows the assignment of peak hour vehicle trips generated by both a wedding and an event using the estimates described above. Trip distribution is identical to that based on the Paradigm counts. Similar figures were not included in the Paradigm report.

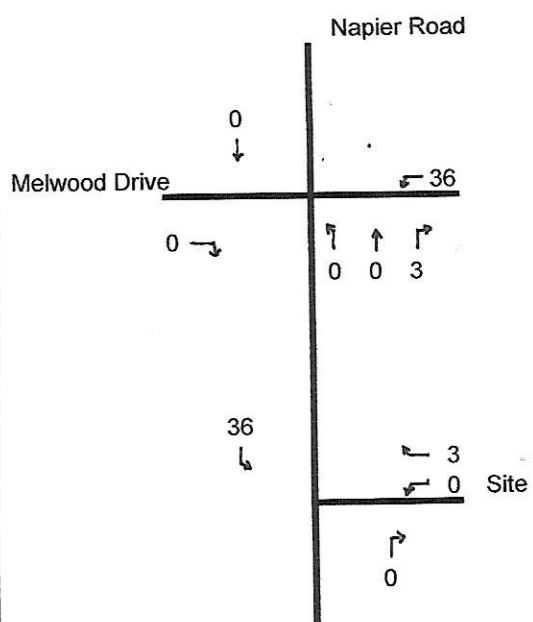
I would not agree with the Paradigm report's conclusion that the traffic impacts are not significant. Compared with the existing background traffic volumes on both Melwood Drive and Napier Road, peak hour wedding and event traffic volumes are significantly higher. However, the total volumes are well within the capacity of each road, and the weddings and events will not occur on a daily basis. For short periods of time and at infrequent intervals, local residents will experience higher than normal traffic flows, none of which would affect residents' safety or ease of access.

Very truly yours
F. R. Berry & Associates

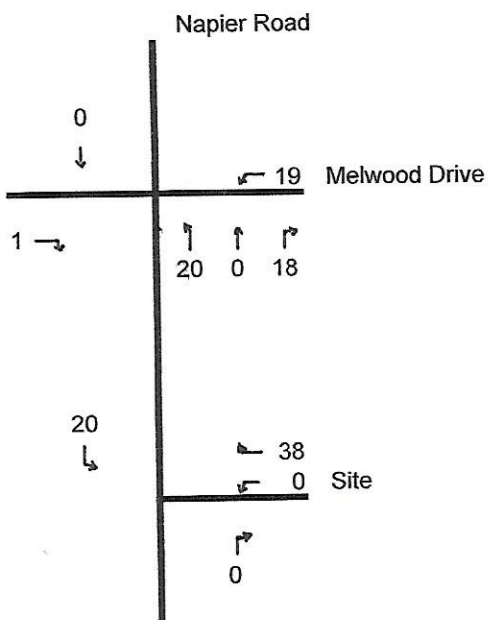


Frank R. Berry, P.Eng.
Principal





Wedding



Special Event

Figure A

Estimated Peak Hour Vehicle Trip Generation

Schedule 3: Noise Study completed by applicant

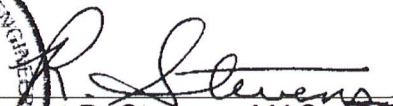
Noise Impact & Mitigation Feasibility Study Sydenham Ridge Estates Kerwood, Ontario

Prepared for:


Sydenham Ridge Estates Inc.
1425 Melwood Drive
Kerwood, ON N0M 2B0

Prepared by:




Robert D. Stevens, MASC, PEng

Reviewed by:


Corey Kinart, PEng, MBA

July 12, 2018

HGC Engineering Project Number: 01800275

Table of Contents

1	INTRODUCTION & SUMMARY	1
2	VENUE, VICINITY & REPRESENTATIVE EVENT	2
3	MEASUREMENT METHOD & INSTRUMENTATION	2
4	OBSERVATIONS & MEASUREMENT RESULTS	3
5	DISCUSSION & OPTIONS FOR NOISE CONTROL	6

Figures 1 to 9

APPENDIX A – Glossary of Key Acoustical Terms

1 INTRODUCTION & SUMMARY

Sydenham Ridge Estates retained HGC Engineering to measure and assess the sound levels at neighbouring properties, resulting from banquet events, such as weddings at the venue, and to investigate options to reduce those sound levels.

To that end, HGC Engineering personnel visited the venue and vicinity on April 7, 2018, during a wedding, which included a reception with playback of recorded music for dancing. Attended and automated measurements of sound levels were conducted inside the venue and at three neighbouring residential properties. As well, automated sound level monitors were left at two of those residences, to capture hourly background sound levels for several days, as a baseline against which to compare the sound from the venue.

Unlike noise from mechanical sources such as industrial facilities or road traffic, there are no generally accepted, quantitative sound level limits for music and voices emanating from an event venue. Instead, most municipal restrictions on those sorts of sounds prohibit a “level of noise likely to disturb inhabitants.” In that regard, the approach adopted in this study is to compare the sound from the venue to the characteristic background sound occurring during otherwise quiet hours. The rationale for this approach is that, to the extent that sounds from the venue are greater than the background sound, they tend to be readily audible, and therefore may have the potential to disturb. Conversely, if the level of the sounds from the venue are generally equal to or less than the level of background sound, they will tend to be “masked” by the background sound, and not be likely to disturb. In discussing how the sounds from the venue and background sound were measured, quantified and compared, a number of specialized acoustical terms are used in this report. A glossary defining and explaining those terms is provided as Appendix A, and the first occurrence of any term explained in the glossary has been shown in *italic, underlined typeface*.

During the site visit by HGC Engineering, beats from the indoor music were audible to varying degrees at the three residences – especially in the low *frequency*, “bass” range. Measurements confirmed that the levels of the base beats are currently greater than the background sound. Conceptual options for reducing the offsite sound have been discussed, and suggestions for including additional investigation to develop specific details for such measures.



2 VENUE, VICINITY & REPRESENTATIVE EVENT

Figure 1 shows a satellite photo of the area surrounding the venue, with the three neighbouring residences labelled as R1 through R3. The venue consists of a main banquet building, which was originally a barn, and has been upgraded to host events, as well as several ancillary buildings. Sound can be emitted to the outdoors from amplified voices and music within the main building, and secondarily by voices and activities of guests who may gather outside the building.

In order to observe and measure the sound from a representative event, HGC Engineering visited the venue on April 7, 2018, at which time an evening wedding was scheduled. In advance of the event, three automated sound level monitors were deployed: one at each of R1 and R3, and one inside the banquet building. The monitor at the venue was configured to measure the sound levels continuously, and also to acquire calibrated digital audio recordings to assist in later identification of differing sound sources, and for detailed post processing. From the monitor inside the venue, it is evident that the wedding ceremony began at about 2:00 pm, although there was no amplified voice or music until about 6:50 pm when the reception commenced. The amplified music continued until 11:30 pm, after which the venue was quiet.

3 MEASUREMENT METHOD & INSTRUMENTATION

Sound levels were measured using four *Norsonic* model NOR140 precision sound level meters, each equipped with an integral ½" condenser microphone and preamplifier. All instrumentation was within its annual laboratory calibration period, and correct calibration was verified in the field before and after the measurements using a *Brüel & Kjær* model 4231 acoustic calibrator. The weather during the monitoring period was suitable for outdoor acoustical measurements – low winds, moderate humidity and no precipitation.

A combination of automated measurements and attended measurements was employed to capture the sounds from the venue. As noted above, one sound level meter was situated inside the venue, on a rafter, to gather reference data essentially at the point where the amplified voice and music originates. That meter was configured to measure sound levels continuously, and to compile and store the results automatically at one-second intervals. A second sound level meter was used by



HGC Engineering personnel to measure sound levels at the neighbouring residences in attended fashion – i.e., the measurements were manually initiated and observations were concurrently gathered, regarding the audible sources of sound. This second meter was configured to compile and store the results on a 1/8-second basis (i.e., very fine time resolution). Both of those meters were also configured to acquire simultaneous calibrated digital audio recordings. Attended measurements with durations of 10 minutes each were conducted at R1 starting at 7:32, 8:36, 9:19, and 9:52 pm; at R2 starting at 8:09, 8:54, and 9:35 pm; and at R3 starting at 7:52. (At R3, the sound from the venue was not measurable over the background sound, so only one measurement was conducted there.)

In addition to measurements of sound from the venue, sound level meters were placed at R1 and R3 to monitor background sound (while the venue was inactive), from April 8 to 10, 2018, and were configured to compile the results on a one-second and one-hour basis. The purpose of the monitoring was to establish the characteristic sound levels during hours of low background sound, to serve as a baseline for evaluating the sounds from the venue.

4 OBSERVATIONS & MEASUREMENT RESULTS

The attended measurements at R1 through R3 were made while amplified music and voice were occurring inside the venue. Sounds from the venue were audible and dominant at R1 and R2, but only very faintly and occasionally audible at R3. At R1 and R2, in order from greatest to least observed significance/loudness, the sounds from the venue included: music beats in the low frequency range (bass drum and bass instruments), other components of the amplified music in the mid frequency range (vocals, instruments), slamming of spring-loaded doors on the outdoor portable toilets, and voices of patrons gathered outside from time to time. The background sound was found to consist of distant and nearby traffic; natural sounds including birds, frogs, and light breeze through the trees.

By a considerable margin, the bass beats were the most significant sound at R1 and R2, partly because they were observably the loudest relative to the background sound in the area, but also because of their repetitive, rhythmic nature. The remaining discussion in this report focuses on the low frequency bass beats of the music, for the following reasons:



- The bass beats from the music were the only sounds that could be readily isolated from the background sound in the measurement results (by virtue of the fact that they were the loudest sounds from the venue, and were greater than the background sound);
- Because the bass beats were the loudest component of the music, any physical noise control measures – such as upgrading the sound insulating properties of the building walls and roof – will also reduce the other components of the music (e.g., mid frequency vocals and other instruments);
- The non-amplified sounds, such as outdoor voices of patrons or the doors to the outdoor toilets, can be controlled by administrative means.

The attended sound level measurements captured an extensive range of acoustical data: continuous sound levels in all 1/3-octave frequency bands between 20 Hertz (“Hz”) and 20,000 Hz, compiled every 1/8-second, in terms of instantaneous sound pressure level, percentile sound levels, energy-equivalent sound levels, maximum levels, minimum levels, etc. In order to identify which parameters best captured and characterized the sound of the venue – vis-à-vis isolating that sound from the background sound – HGC Engineering reviewed the measured sound levels in detail. That investigation found that the low frequency bass beats of the music were evident in the 1/8-second sound pressure level data in the 63 Hz and 80 Hz 1/3-octave frequency bands. Figures 2 and 3 show examples of the sound pressure level versus time measured at R1. The bass beats can be seen as cyclic variations in the sound level.

The maximum sound level of the individual beats of music can be seen to vary only slightly, within a given song, but on an instantaneous basis, the measured sound pressure levels fluctuate. Keeping in mind that the samples shown in Figures 2 and 3 are only about twelve seconds long – but that they represent measurements logged every 1/8-second, and that they are short excerpts of eight such measurements having a duration of ten minutes each – some means of describing the typical maximum sound levels of the beats was necessary. For that purpose, sound level statistics were used, in the form of percentile sound levels. Specifically, by analyzing the 1/8-second sound pressure level data in detail, it was found that over a longer time scale (e.g., 10 minutes or 1 hour), the “L₅” percentile sound level correlated closely with the maximum levels of the music peaks. The L₅ level



is the sound pressure level that is exceeded 5% of the time during the measurement period. Figures 4 and 5 show the same sound pressure level versus time graphs as Figures 2 and 3, but with the measured 10-minute L_5 level superimposed. It is evident that the L_5 represents well the maximum sound levels of the bass music beats. On that basis, the measured 10-minute L_5 levels have been used in this study, to isolate the music sounds of the venue from the general background sound.

Unlike with music, in quantifying background sound, the aim is not to capture the instantaneous peaks, because background sound does not consist of rhythmic beats, but a continuously varying acoustic ambience. Most commonly, particularly in Ontario, background sound is measured on a one-hour basis, in terms of the energy-equivalent sound exposure level (“ L_{EQ} ”). To that end, the background sound data monitored from April 8 to 10 – when the venue was inactive – were compiled into one-hourly L_{EQ} values, and the minimum one-hour values, corresponding to the times of day when the venue could be active (7:00 am to 12:00 am) were identified.

As a basis for assessing the sound levels from the venue, the L_5 levels measured at the times when the venue was active were compared to the minimum one-hour background L_{EQ} values measured when the venue was inactive.

Whereas Figures 2 through 5 each show the sound levels in only a narrow acoustic frequency range (one 1/3-octave frequency band), Figures 6 through 9 show representative plots of sound level versus acoustic frequency, with the L_5 levels from the venue plotted against the minimum one-hour background L_{EQ} levels. Evident in those plots is that the L_5 sound levels from the venue exceed the background L_{EQ} sound levels to the greatest extent in the 63 Hz and 80 Hz frequency bands. In that frequency range, at R1, the L_5 levels from the venue were found to exceed the background sound by 16 to 22 decibels (“dB”), and generally about 20 dB, on average. At R2, the L_5 levels in the 63 Hz and 80 Hz frequency bands were found to exceed the background L_{EQ} levels by 10 to 20 dB, and generally about 15 dB, on average. (At R3, sounds from the venue were not clearly measurable, relative to the background sound.)



5 DISCUSSION & OPTIONS FOR NOISE CONTROL

As a general rule of thumb, an increase or decrease in sound level by 10 dB sounds approximately like a doubling or halving of perceived loudness, respectively. (An increase or decrease of 3 dB is generally an imperceptible change.) On that basis, the sound levels from the venue were approximately four times as loud as the background sound at R1 – i.e., where the bass beats were about 20 dB greater than the background sound. At R2, the sounds from the venue were approximately three times as loud as the background sound – i.e., the bass beats there were about 15 dB greater than the background sound. In both these cases, the sounds from the venue exceed the background sound by an observable margin, and therefore can be said to have a likelihood of being audible and having the “potential to disturb inhabitants” at those locations. At R3, the sound levels from the venue are less, because of the greater intervening distance; were not found to exceed the background detectably; and therefore have a minimal likelihood of being audible or having the “potential to disturb.”

The sounds of amplified music and voice would need to be reduced by about 20 dB in the 63 to 80 Hz range, in order to be minimally audible and have minimal “potential to disturb”, at the closest neighbouring residences. A reduction of that magnitude will likely require a combination of physical, electronic and administrative noise control measures.

Physical noise control measures can include options such as upgrading the exterior walls, windows and doors of the venue to increase their sound insulation; strategic placement of noise barriers; and appropriately silenced ventilation so that the doors can remain closed. Physical noise control measures alone may not be optimal, because the physical modifications and cost to increase the sound insulation of the building by 20 dB in the 63 to 80 Hz frequency range may be prohibitive.

Electronic noise control measures include steps to limit the level of sound that is produced by the amplification system. In general, it would not be practical to achieve a 20 dB reduction simply by turning down the volume of the system, because a certain loudness is needed, for speeches to be clearly audible, and for music to be enjoyable and celebratory. However, there are sophisticated electronic governing devices that can be installed as part of the sound system, to reduce the peaks of the music, without audibly degrading the level or the quality of the music. These devices are



essentially frequency-tunable dynamic compressor/limiter devices. They can be configured to be tamper-proof so that users of the sound system cannot override their sound level limiting functions. Some of these devices can be configured to utilize permanently installed microphones inside the venue, to ensure that the sound levels do not exceed a prescribed limit.

Administrative noise control measures include: requiring all amplified audio to be routed through the in-house sound system (equipped with appropriate governing/limiting devices, as described above) including speeches, recorded music, and live music; keeping windows and doors closed; controlling where patrons are allowed to congregate outdoors and the boisterousness of their activity; and addressing miscellaneous sources of noise such as the doors on the outdoor toilets.

With regard coordinating these three different noise control strategies, a staged approach may be best. Regarding the music which transmits from the interior of the venue to the outdoors through the building walls and roof – and which is the most significant source of sound to the neighbouring residences – it may be best first to determine what level reduction is possible in the 63 to 80 Hz range, using electronic measures. To the extent that the reduction is less than about 20 dB, the remaining reduction would need to be achieved through physical upgrades to the exterior envelope of the building. An audio system consultant can assist in selecting and specifying the optimum governing/limiting devices and their configuration. Following the implementation of those electronic measures, it may be necessary then to quantify the resulting sound level reduction by undertaking on-site acoustical measurements, in order to ascertain the additional reduction required via physical upgrades, not only in the 63 to 80 Hz range, but potentially at lower and higher frequencies as well. At that time, it may also be advantageous to determine the existing acoustical insulation of the exterior building envelope, by measuring simultaneously inside and outside each exterior component – walls, windows, doors, etc. That information would serve as an accurate basis for investigating and designing potential acoustical upgrades to the building.

Sydenham Ridge Estates has indicated that, in addition to this current noise mitigation study, they have retained Novita Techne (audio system consultants), to develop options for integrating electronic controls into the in-house sound system, and Goran Milosevic, Architect, to design physical upgrades to the building envelope toward increasing its sound insulation.



Figure 1: Scaled Satellite Photo Show

Figure 2: Sound Pressure Level vs Time, Location R1, 63 Hz

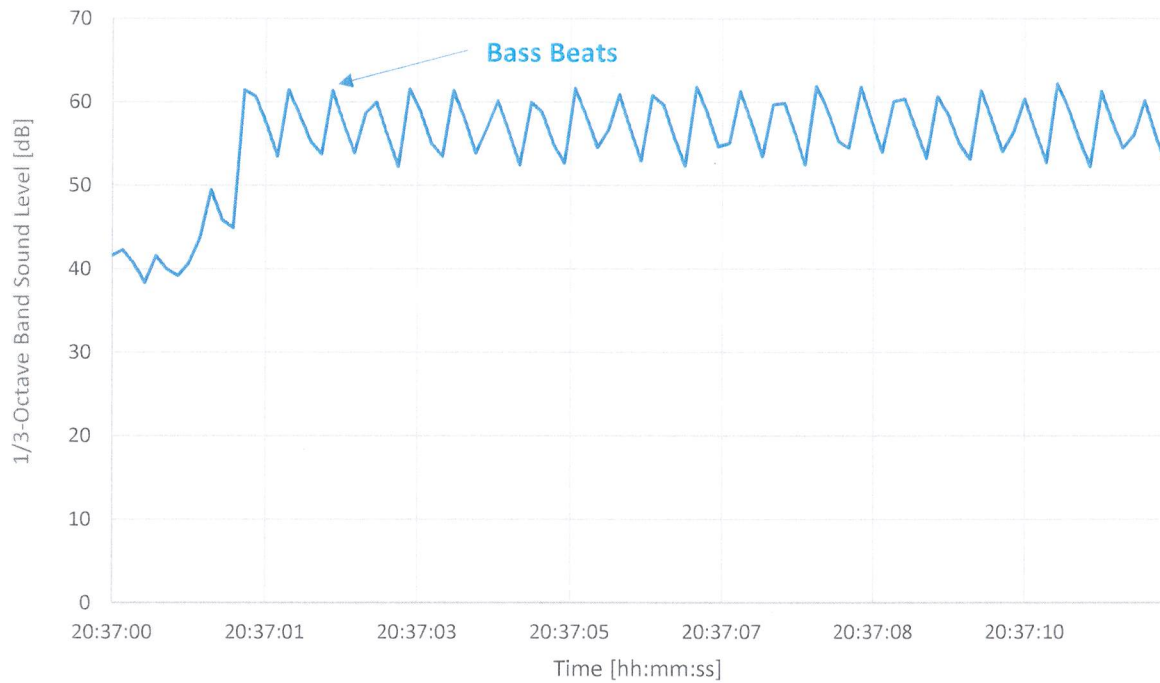
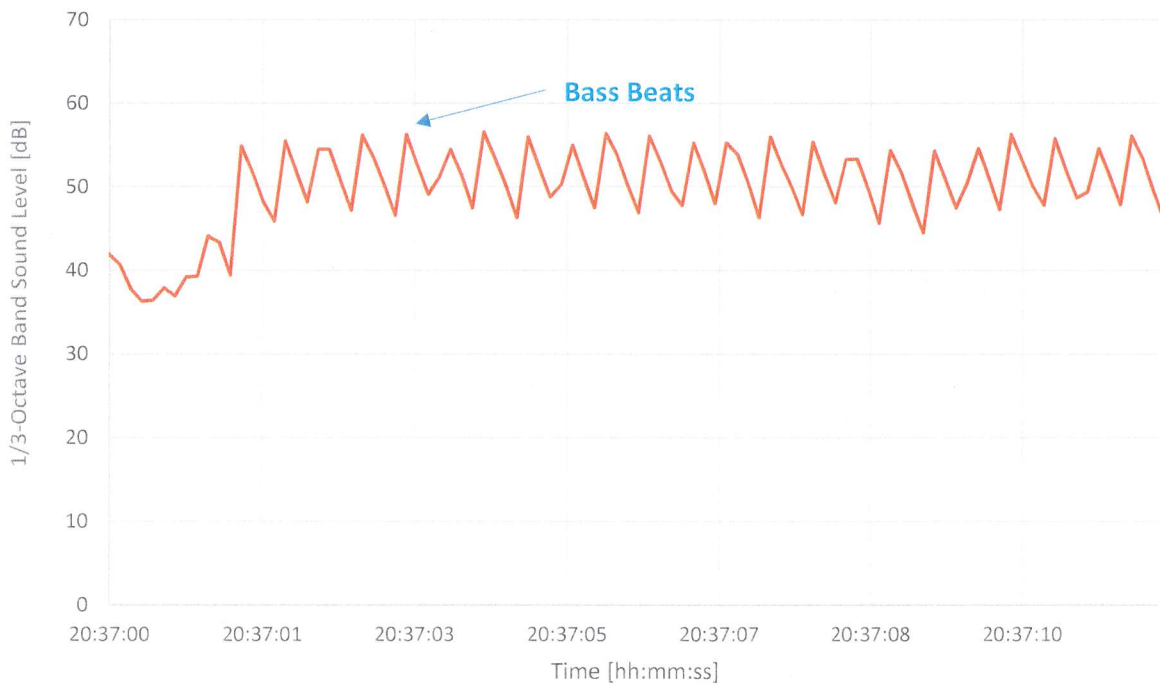


Figure 3: Sound Pressure Level vs Time, Location R1, 80 Hz



ACOUSTICS



NOISE



VIBRATION

Figure 4: Sound Pressure Level vs Time, Location R1, 63 Hz

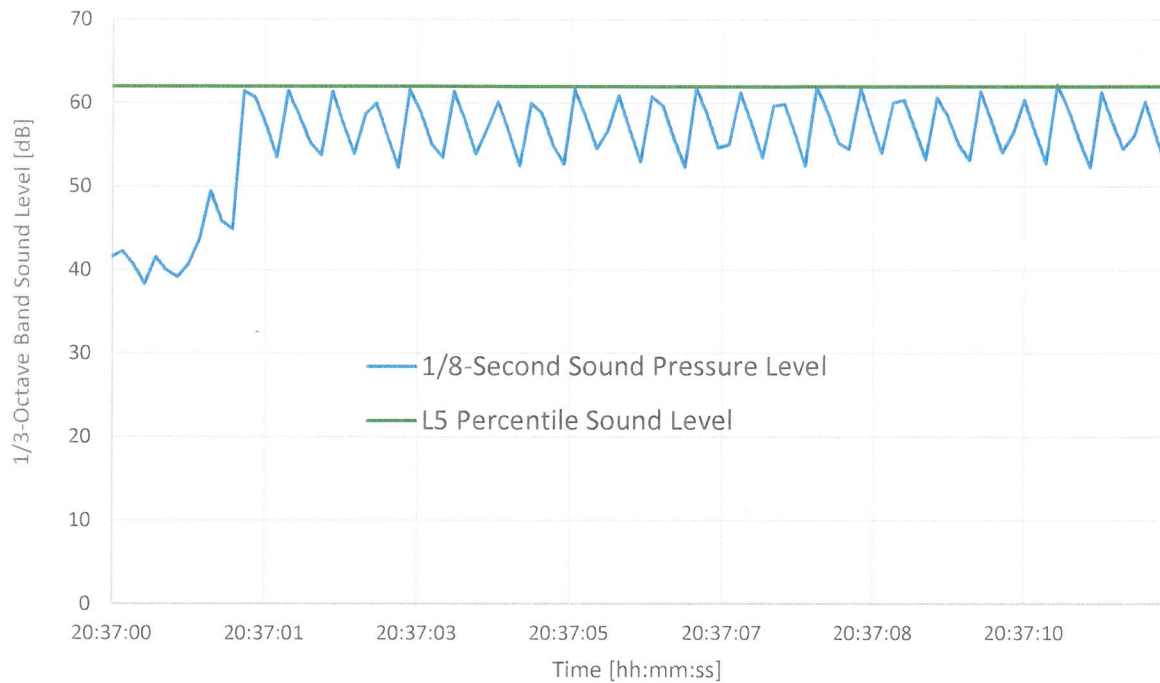
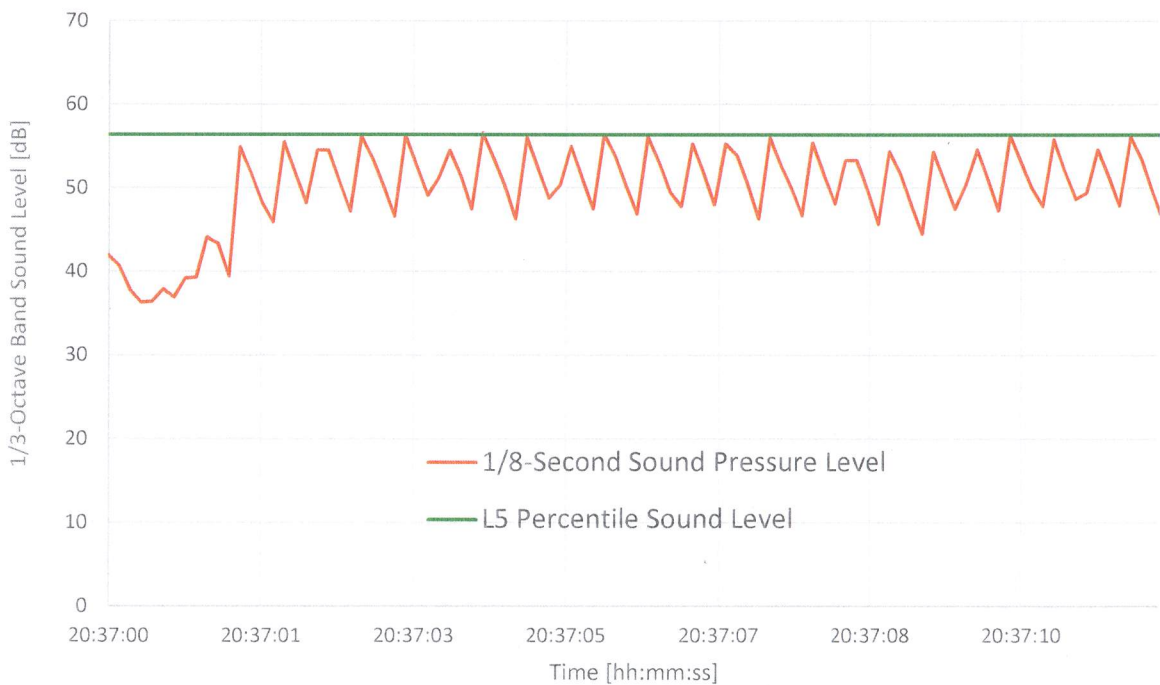


Figure 5: Sound Pressure Level vs Time, Location R1, 80 Hz



ACOUSTICS



NOISE



VIBRATION

Figure 6: Sound Level vs Frequency at R1 -- April 7, 19:30 to 19:40

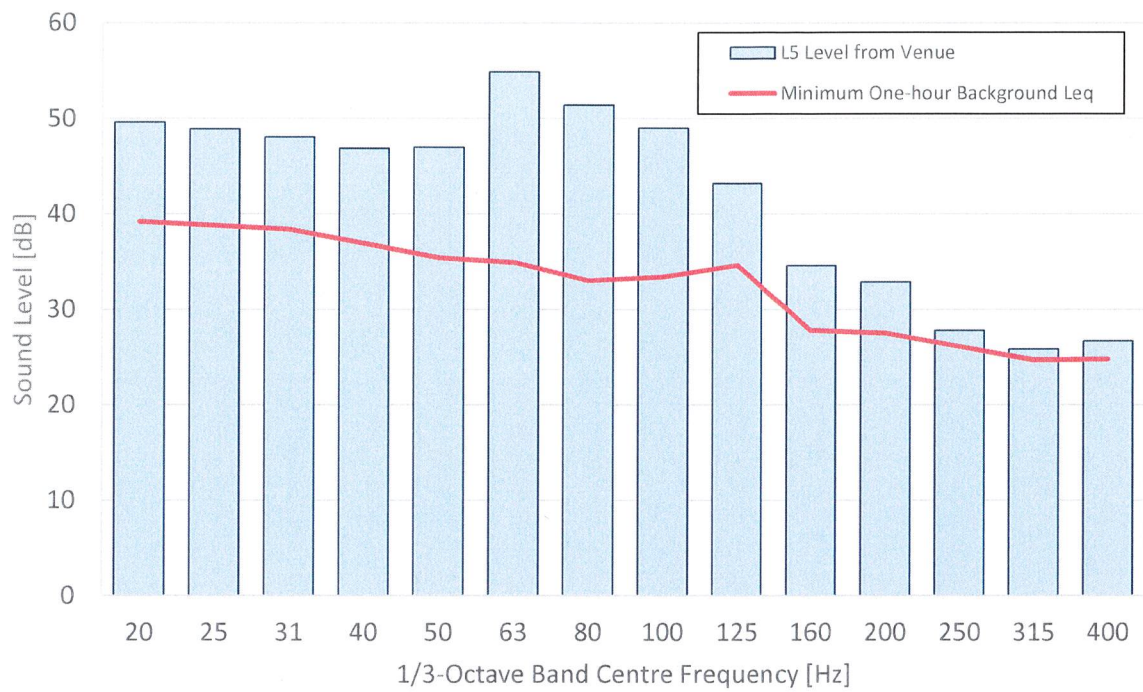
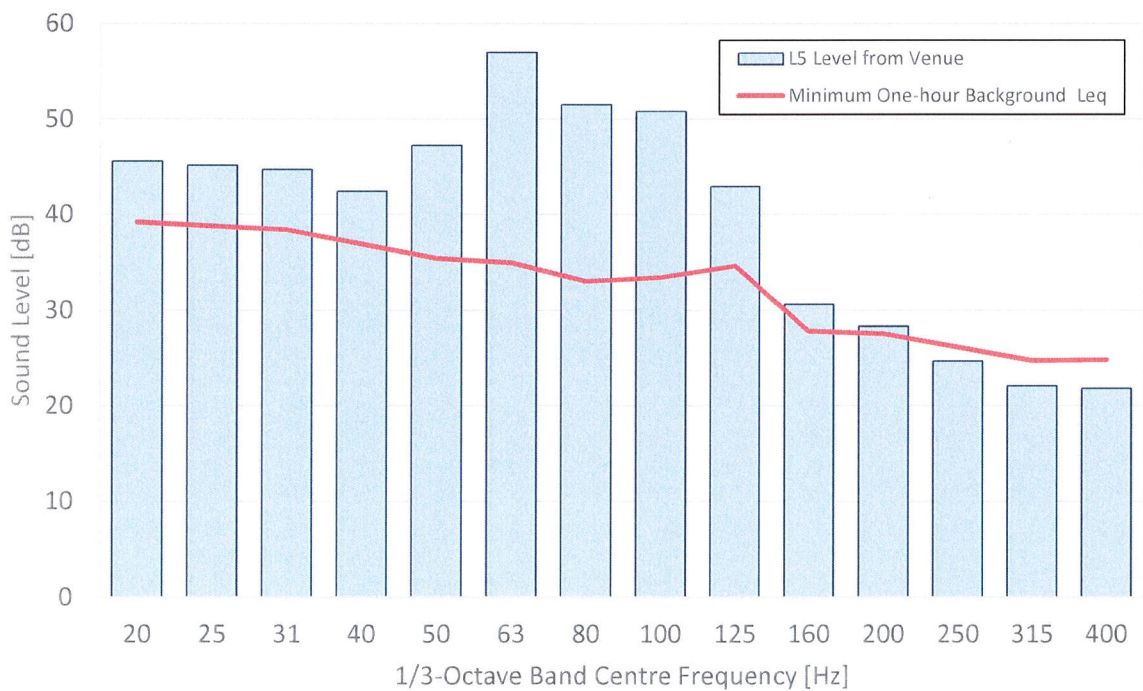


Figure 7: Sound Level vs Frequency at R1 -- April 7, 20:36 to 20:46



ACOUSTICS



NOISE



VIBRATION

Figure 8: Sound Level vs Frequency at R2 -- April 7, 20:09 to 20:19

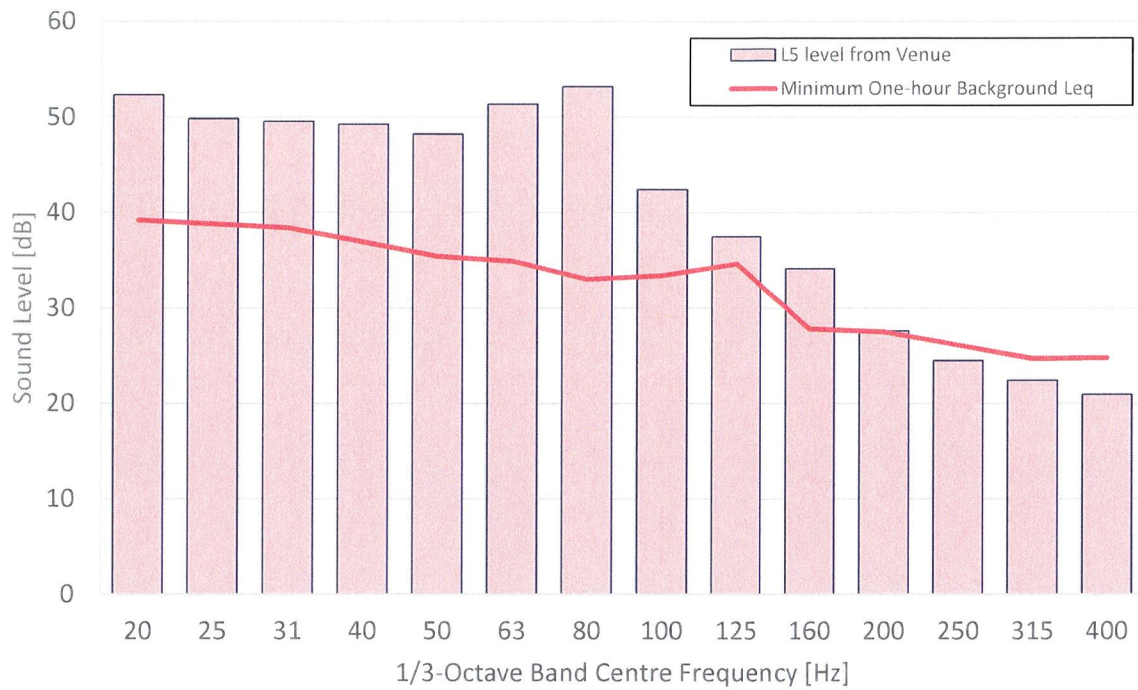


Figure 9: Sound Level vs Frequency at R2 -- April 7, 21:35 to 21:45



APPENDIX A

Glossary of Key Acoustical Terms



ACOUSTICS



NOISE



VIBRATION

www.hgcengineering.com

Decibel: A decibel, abbreviated as “dB”, is a unit of measuring sound and vibration. Because the range of human hearing is immense – a factor of more than 2,000,000 from the quietest to the loudest audible sounds – and because we perceive loudness logarithmically (whereby equal multiples of sound pressure are perceived as approximately equal fixed-step increments in loudness), a decibel is a more intuitive measure of sound than measuring directly in units of sound pressure – e.g., in Pascals.

Energy Equivalent Sound Exposure Level: Many sounds are not steady in time, but change or fluctuate in loudness from one moment to the next. In that respect, the sound pressure level (see below) is an instantaneous measure of sound, which can be continuously changing. The energy equivalent sound exposure level, abbreviated as “ L_{EQ} ” is the most common way of describing the overall level of sound occurring within a given time period. It can be thought of as a sort of average sound level, but it is a logarithmic energy-average. Specifically, the L_{EQ} is the hypothetical steady sound level that contains the same amount of acoustical energy as the actual, measured, time-varying sound level, over a given measurement duration. The L_{EQ} is typically used to characterize slowly varying sounds, such as traffic, industry and background sound.

Frequency: The human ear perceives oscillations in air pressure as sound. In addition to differences in magnitude (loudness, see “sound pressure level,” below), the human ear perceives differences in the frequency or “pitch”, of sounds, which corresponds to the number of pressure oscillations occurring per second, measured in units of Hertz [Hz]. A low frequency sound (in the “bass” range), such as a tuba or rolling thunder, exhibits a relatively small number of oscillations per second, while a high frequency sound (in the “treble” range), such as a piccolo or a hissing air leak, consists of thousands of oscillations per second. The audible frequency range for human hearing extends from about 20 Hz to 20 kHz (20 kHz = 20,000 Hz).

Hertz: A unit for measuring frequency of an oscillating or vibratory wave, abbreviated as “Hz.” The number of Hz is equal to the number of oscillations/vibrations per second.

Octave and 1/3-Octave Frequency Bands: Most sounds contain a mixture of many different frequencies – particularly music from multiple instruments. So, a complete description of the sound in any moment, must provide information about the sound level of the various component frequencies. In that respect, the audible frequency spectrum is typically divided into a series of



“bands” with a frequency width of one octave, or 1/3 octave. A sound level measurement conducted in this manner comprises a set of separate decibel values, with the level in each frequency band quantified by one corresponding decibel value.

Percentile Sound Levels: Like the L_{EQ} sound level (see above), percentile sound levels, are descriptors that are used to quantify time-varying sounds. A given percentile sound level, abbreviated as “ L_N ”, where “ N ” is a percentage value, is the sound pressure level (see below) that is exceeded for $N\%$ of the time, during a given measurement period. So, for example, the L_{90} level is the sound pressure level exceeded 90% of the time during a measurement period. As such, it is a good representation of the steady component of an overall time-varying sound level. Conversely, for example, the L_1 and L_5 levels are the sound pressure levels that are exceeded 1% and 5% of the time, respectively, and are measures of any short-duration, transient sounds that occur during the measurement period.

Sound Level: This term can refer to sound pressure level (see below), or to other derived quantities, such as percentile sound levels, or energy-equivalent sound levels.

Sound Pressure Level: Sound consists of oscillations in air pressure. The magnitude of the oscillations determines the loudness of the sound, and is typically measured logarithmically, in terms of *sound level*, in units of *decibels* [dB]. A faint whisper might produce only a few decibels, while a loud shout can exceed 100 dB at close range.



Schedule 4: Peer review of noise study



February 17, 2022

The Corporation of the Township of Adelaide Metcalfe

2340 Egremont Drive RR#5
Strathroy, Ontario
N7G 3H6

Attention: Morgan Calvert
Chief Administrative Officer

Peer Review of the Noise Impact assessments completed for Sydenham Ridge Estates in Strathroy, Ontario

Dear Mr. Calvert,

Dillon Consulting Limited (Dillon) has been retained by the Township of Adelaide Metcalfe (the Town) to review several noise impact assessment reports, noise letters, and other correspondences regarding noise impact associated with banquet events that are held at Sydenham Ridge Estates (Venue) in Strathroy, Ontario.

The Venue is located southeast of the intersection at Melwood Drive and Napier Road. HGC Engineering (HGC) was retained by the Venue to assess noise impacts and to date has completed multiple studies assessing the noise impacts from the Venue on surrounding residences. The HGC report includes recommendations for noise mitigation measures at the Venue. A nearby residence retained O2e Inc. Environmental Consultants (O2e) to complete a receptor noise measurement program consisting of background noise measurements and ambient noise measurement during an event at the Venue to determine impacts.

Dillon has reviewed the following technical reports:

- *"Noise Impact & Mitigation Feasibility Study, Sydenham Ridge Estates, Kerwood, Ontario"*, dated July 12th, 2018, completed by HGC;
- *"Sydenham Ridge Estates – Acoustical Measurements Following Implementation of Noise Control Measures"*, dated August 10th, 2020, completed by HGC; and,
- *"Summary of Measured Noise Impacts – Sydenham Ridge Estates"*, dated October 9th, 2020, completed by O2e.

In addition, Dillon has reviewed the municipal council meeting minutes, as well as the policy that was developed by Sydenham Ridge Estates based on the studies that were completed for the Venue.

The HGC and O2e technical assessments, as well as other relevant information, were reviewed to evaluate the assumptions and considerations used in the analysis, and to

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519.571.7424



ensure that the methodologies and application of relevant guidelines, by-laws, and industry best practices for assessing noise impacts were appropriate.

As there are no noise guidelines which are directly relevant to music and gatherings for events, the technical reports were reviewed primarily based on industry best practices with respect to noise complaints and land use compatibility. The findings of the reviews are summarized below:

HGC Initial Study and Post-Mitigation Measurement Study

HGC completed an initial noise study in July 2018, which revealed the need for mitigation measures at the Venue. Upon implementation of HGC's recommendations, as well as the remedial sound policy developed by Sydenham Ridge Estates, HGC completed post-mitigation sound level measurements in August 2020.

Dillon generally agrees with the approach completed in the HGC initial study and post-mitigation measurement reports. Dillon has the following key comments:

- Figure 2 and Figure 3 of the HGC initial study provide graphs of sound pressure level versus time for 63 Hz and 80 Hz, respectively. The data in the figures show cyclic variations. If an audible variation exists after the implementation of mitigation measures, a 5 dB penalty should be added to the measured sound levels to account higher annoyance that it may cause. This is in line with the Ministry of the Environment, Conservation and Parks (MECP) NPC-104 – *Cyclic Variation* requirement, which states: *If a sound has an audible cyclic variation in sound level such as beating or other amplitude modulation then the observed value shall increase by 5.*
- Although the primary noise concern from the Venue is the amplified music, in particular the lower frequency (base) components, there are potential noise impacts from other sources such as vehicles (movement and idling) and loud conversations in large gatherings that may occur outdoors. The HGC reports should assess impacts from all dominant noise sources at the Venue and expand the study to include full octave spectrum data.
- HGC completed acoustical measurements following the implementation of all noise control measures. The completed measurements appear to only capture amplified music. As there are other potential sources of concern, noise monitoring should be completed during a typical event at the Venue so that all sources of noise are captured.



O2e Summary of Measured Noise Impacts

O2e completed sound level measurements in the summer of 2019 and 2020 and prepared a letter report summarizing the findings. The letter report also comments on the HGC studies. Dillon has the following key comments on the O2e letter report:

- The measurements completed on June 22, 2019, representing a typical worst-case scenario, were stated to range from 45-49 dBA. It is unclear if these measurements were taken prior to, or after the implementation of the noise mitigation measures at the Venue. Additionally, it is unclear what sources are contributing to these sound levels. Given the investigative nature of the measurements, the report should include octave spectral data (hourly Leq) as well as Lmax measurements to capture low-duration high-impact noise events. Metrological data should also be included in the report to ensure that the measurements were conducted during appropriate weather conditions.
- Ambient noise measurements (without an event occurring) were completed by O2e between July 2 and July 4, 2020. Monitoring results were reported to be between 30-35 dBA. The measurement time interval is not specified in the report (i.e., Leq 1 min, Leq 10 min, Leq 60 min, etc.). Impact of the pandemic on the measured ambient values (if any) should also be explained in the report.

Based on our review of the HGC and O2e technical assessments, as well as other relevant information, Dillon recommends the following next steps:

- For the Township to develop or adopt (from other municipalities / townships) a Nuisance Noise By-law for the Township so that a clear guide is available for businesses (including the Venue) to adhere to during site selection process. The By-law will also allow residences to know their rights, as well as the obligations of businesses operating in their proximity.
- For an independent third party acoustician (not connected to the Venue or the complainant) to conduct a review of dominant noise sources at the venue, and to carry out a receptor noise monitoring program consisting of background and event noise monitoring (post-mitigation). The study should include audio recording and spectral measurements (average Leq, Lmax) with 1-minute data logging resolution. The data can be used to better characterize the audible sounds at the receptor, identify key sources of sound that notably



impact the receptor noise environment, and develop targeted mitigation strategy / measures, if required.

Should you have any questions about our review, please don't hesitate to contact us.

Sincerely,

DILLON CONSULTING LIMITED

Lucas Arnold, P.Eng.
Associate

Our file: 21-3034



October 3, 2022

The Corporation of the Township of Adelaide Metcalfe
2340 Egremont Drive RR#5
Strathroy, Ontario
N7G 3H6

Attention: Morgan Calvert
Chief Administrative Officer

Letter of Opinion Update for Sydenham Ridge Estates in Strathroy, Ontario

Dear Mr. Calvert,

Dillon Consulting Limited (Dillon) completed a peer review for the Township of Adelaide Metcalfe (the Township) in February 2022. The peer review covered multiple noise impact assessment reports, noise letters, and other correspondence regarding noise impacts associated with banquet events that were held at Sydenham Ridge Estates (Venue) in Strathroy, Ontario.

Based on Dillon's review of the HGC Engineering and O2e Inc. Environmental Consultants technical assessments, as well as other relevant information, Dillon recommended in their letter dated February 17, 2022, the following next steps:

- For the Township to develop or adopt (from other municipalities / townships) a Nuisance Noise By-law for the Township so that a clear guide is available for businesses (including the Venue) to adhere to during site selection process. The By-law will also allow residences to know their rights, as well as the obligations of businesses operating in their proximity.
- For an independent third party acoustician (not connected to the Venue or the complainant) to conduct a review of dominant noise sources at the venue, and to carry out a receptor noise monitoring program consisting of background and event noise monitoring (post-mitigation). The study should include audio recording and spectral measurements (average Leq, Lmax) with 1-minute data logging resolution. The data can be used to better characterize the audible sounds at the receptor, identify key sources of sound that notably impact the receptor noise environment, and develop targeted mitigation strategy / measures, if required.

It is Dillon's understanding that the Township has developed and implemented a Nuisance Noise By-law. In addition, it is Dillon's understanding that through the implementation of the By-law, along with the current noise mitigation in place at the Venue, noise complaints have significantly reduced and are ultimately non-existent.

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As such, it is Dillon's opinion that the original recommendation to complete a detailed noise study by an independent third party acoustician may be deferred. This study may be deferred until such a time where the Venue operations change, noise complaints increase, and/or indefinitely at the Township's discretion.

Should you have any questions or comments, please don't hesitate to contact us.

Sincerely,

DILLON CONSULTING LIMITED

Lucas Arnold, P.Eng.
Associate

Our file: 21-3034

Schedule 5: Noise study completed by nearby landowner

October 9, 2020

Trev Kellar
1457 Melwood Drive
Adelaide-Metcalf, ON
N7G 3H5

Re: Summary of Measured Noise Impacts – Sydenham Ridge Estates
O2E Inc. Reference #19-072

Dear Mr. Kellar:

Please accept this letter as a summary of the measured noise impacts at your property as a result of operations at the neighbouring Sydenham Ridge Estates facility located at 1425 Melwood Drive in Township of Adelaide-Metcalf, ON. Sound level monitoring was conducted during the summer of 2019 and summer 2020.

Sound level monitoring was conducted over multiple weekend periods during the summer of 2019. Monitoring periods were selected to capture anticipated events ("weddings") at the neighbouring Sydenham Ridge Estates (SRE) facility. Audio recordings were also conducted in conjunction with the sound level monitoring for later correlation of sound events with the measured levels.

Measurements were conducted using a Larson-Davis Model LxT1 Integrating Sound Level Meter (SLM). The Model LxT1 uses a Larson-Davis Model PRMLxT1 preamplifier and a PCB Model 377A02 precision air-condenser microphone, that have been factory calibrated with the SLM unit. The SLM meets IEC 61672-1 "Type 1" requirements. The unit includes a real-time analysis mode providing 1/1-octave and 1/3-octave spectra, with the ability to store spectral data for later use. Equipment was field calibrated before and after measurements.

The monitoring conducted on June 22, 2019 was determined to be representative a typical worst-case scenario in which a variety of noise sources were observed (by way of recorded audio) including amplified voices, programmed music, attendees outside and vehicular traffic. Sound levels were captured in the form of 10-minute L_{eq} values, the Energy Equivalent Sound Exposure Level* over 10-minute intervals. The 1/3-octaveband sound level data was also captured, including minimum and maximum measured levels. The $L_{eq}(10\text{-minute})$ levels ranged from 45-49 dBA during periods of activity.

Trev Kellar

Measurements of existing background or “ambient” sound levels in the absence of activities at the SRE facility were conducted over the period of July 2, 2020 to July 4, 2020. Monitoring results indicated background sound levels which dropped to 30-35 dBA during the late-night hours (2200h – 0400h). Similar background sound levels were observed and measured in the summer of 2019. The 1/3-octave band sound levels were also captured during these monitoring periods.

Comments Regarding SRE Noise Studies

A review of the July 12, 2018 and August 10, 2020 studies completed by HGC Engineering was also completed. For the most part, these investigations have focused on noise from programmed music played within the SRE facility barn/hall and resulting impacts at neighbouring properties. Potential noise impacts associated with other activities at the SRE facility were not considered. These include noise from outdoor events/ceremonies/partying, amplified voices, music in the upper frequency ranges, vehicular traffic, and the proposed “cocktail barn” located east of the main barn.

The most recent study presented an assessment of noise impacts following the implementation of add-on control measures to the SRE sound system to limit low frequency noise from bass drum sounds/“beats” in programmed music. The results show a reduction in noise impacts in the specifically targeted frequency ranges. However, the study has utilized the background sound levels collected during the 2018 study to establish target limits for the design and assessment of noise control performance. It is unclear why the background sound levels collected during the 2020 were not used. The attached figure shows the low frequency sound levels as presented in the 2020 HGC report. This graph has been overlaid with the 1/3-octave band sound levels collected during our July 2020 ambient. As shown, background sound levels in the targeted frequency bands of 63 Hz and 80 Hz were measured by O2E to be 7 dB below the background/target levels used in the HGC studies.

CLOSURE

If you have any questions regarding this letter or require additional information, please contact me at (519) 633-2400 or j.wrobel@o2e.ca.

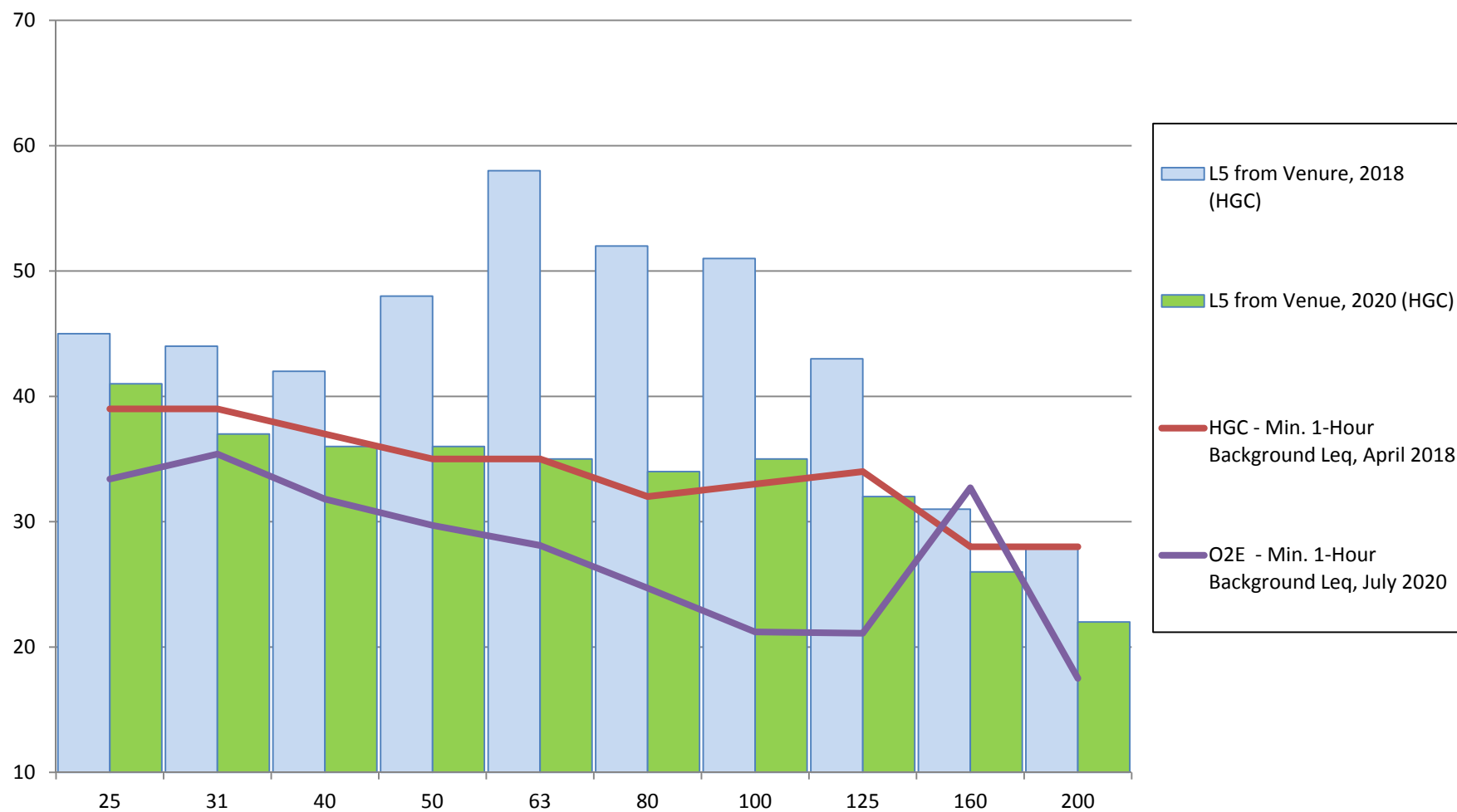
Yours very truly,

O2E Inc. ENVIRONMENTAL CONSULTANTS

Jakub Wrobel
Director / Noise Specialist

Figure 1: Sound Level vs Frequency at R1 - 2018 vs 2020

Original data extracted from HGC Report dated August 10, 2020. Additional background sound levels collected by O2E Inc. have been overlayed for comparison.



Schedule 6: Draft Site Plan Agreement

SITE PLAN CONTROL AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of October, 2022.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE
(the "Township")

OF THE FIRST PART

-and-

1782767 ONTARIO INC.
(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. the Township has by By-law No. 79-2001, as amended or replaced, designated all lands within the boundaries of the Township 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 wishes to develop a rural events facility 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 Owner represents and warrants that it has obtained consent from any mortgagees and/or any third parties that have real property interests in the Subject Lands to seek site plan control approval to develop the Subject Lands and to the endorsement of this Site Plan Control and Development Agreement;
- E. the Township 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 Site Plan Control and Development Agreement;
- F. 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
- G. Provided the Owner and the Township have entered into this Agreement, the Township 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 laws.

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.

Initials: _____

Conditional Approval of Development and Site Plan

2. The Township 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 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.

Works, Facilities and Services

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

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, Facilities and Services. 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* apply; any monies owing to the Township constitute debt to the Township and priority lien owing to the Township; and the Township 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 provision, installation, construction and removal of the Works, Facilities and Services 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 provision 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 County Highways By-laws

6. The Owner shall:
 - (a) comply with all municipal by-laws, as amended or replaced, concerning Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to Municipal highways (collectively, hereafter referred to as the (**"Municipal Highways By-laws"**)) apply to the commencement of any work on, under and around Melwood Drive and Napier Road. The Owner shall comply with the Municipal Highway 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 Highway By-laws in advance of commencing any work on, under or around Melwood Drive and Napier Road. The Owner further covenants to provide to the Township any security deemed necessary by the Manager of Public Works and/or Municipal Engineer, retained or employed, as designated by the Township (the **"Municipal Designate"**) in accordance with the Municipal Highway 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 Highway 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 Township. The aforementioned security may be drawn upon by the Township in the event of default on Township permitting conditions.
 - (b) comply with the County Highway By-laws, if applicable, as amended or replaced, and as required by the Corporation of the County of the Middlesex (the **"County"**).

Initials: _____

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 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, Facilities and Services. Without limiting the foregoing, the Owner shall provide engineering drawings detailing, where applicable, all grading, drainage 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 Township or the upper-tier Municipality, the County, are affected or damaged by any Works, Facilities and Services installed or constructed, the Owner shall restore to their pre-construction condition at 100% its own cost to the satisfaction to the Township and or the County, as applicable.

Private Water Supply Service

- (e) To ensure that adequate clean water supply for human safety is provided for any event held on the Subject Lands. The Owner shall provide the water service and shall be one hundred percent (100%) responsible for the water service provided and the cost of service.

The Township shall not, under any circumstances, have liability or responsibility for the water supply provided for any event held on the Subject Lands.

Private Wastewater Service

- (f) To ensure adequate wastewater service for human and environmental safety is provided for any event held on the Subject Lands. The Owner shall provide the wastewater service and shall be one hundred percent (100%) responsible for the wastewater service provided and the cost of wastewater service.

The Township shall not, under any circumstances, have liability or responsibility for the wastewater service provided for any event held on the Subject Lands.

In providing private wastewater services, the Owner shall:

- comply at all times with The *Building Code Act, 1992*, S.O. 1992, c.32, as amended or replaced, including all in-force regulations thereto, where applicable;
- be responsible for obtaining, at one hundred percent (100%) its own risk and cost, any and all approvals necessary for provision and removal of private

Initials: _____

wastewater servicing on the Subject Lands, 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; and

- any other applicable statutory provision or by-law.

Private Drainage

- (g) To provide, construct, install and maintain adequate drainage management works on the Subject Lands in accordance with the following studies:

- Stormwater Management Review –Design Brief dates September 12, 2022;
- _____;
- and
- any other drainage study completed at any time in relation to drainage on the Subject Lands.

- (i) Without limiting the foregoing, the Owner shall manage stormwater on the property in accordance with the requirements of St. Clair Region Conservation Authority to ensure that pre-post development discharge to the adjacent watercourses is maintained and that there will be no negative impacts to the surrounding properties as a result of the gravel parking area.
- (ii) Any and all drainage management works constructed on or under the Subject Lands shall be regarded as private development to be constructed and maintained by the Owner and not municipal works to be assumed by the Township.
- (iii) The Township shall not, at any time, have liability or responsibility for the design, construction, installation, operation or maintenance of any drainage management works on or under the Subject Lands.

Grading of the Subject Lands

- (h) To confine all drainage 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 Township and the County in the event an upper-tier road allowance be impacted, at no cost to the Township, the County, or neighbouring property owners.

Natural Hazard Features

- (i) To address the natural hazard features in accordance with the recommendations and requirements of St. Clair Region Conservation Authority, the Owner shall:
- (i) ensure that the 'cocktail barn' is wet passive floodproofed 0.5 metres above the existing ground elevation surrounding the structure and all mechanical, electrical and heating infrastructure is to be raised above that elevation.
- (ii) Ensure that any electrical infrastructure within the floodplain, i.e. the electrical outlet on the bridge, be floodproofed with appropriate circuit breakers.
- (iii) Provide an Undertaking stating that all development and site alteration within the Regulated Area of the St. Clair Region Conservation Authority requires written permission under Ontario Regulation 171/06. This includes:
1. A change of use permit for the 'cocktail barn' and for site alteration that has been completed within the ceremony area (i.e. electrical);
 2. A permit for the 'gravel parking area' identified on the Site Plan;
 3. A permit for the 'concrete foundation' identified on the Site Plan; and
 4. A permit for the 'cabin' identified on the Topographic Survey

Implement Noise and Nuisance Recommendations

- (j) To at all times, adhere to the Township's Noise and Nuisance By-laws, as amended or replaced, and to:
- (i) install, implement, conduct, and maintain at its own expense, the recommendations

Initials: _____

and mitigation controls set out in the Owner's HGC Noise Impact & Mitigation Feasibility Study, dated July 12, 2018.

- (ii) install, implement, conduct, and maintain at its own expense, the recommendations and mitigation controls set out in the Owner's O2e Measured Noise Report dated October 9, 2020.
- (iii) at any time required by the Township in its sole discretion, obtain an additional independent third-party acoustician study conducted during a live event at no cost to the Township and implement any noise attenuation or other recommendations arising from the foregoing acoustician study at no cost to the Township. Any need arising for an independent third-party acoustician study will be communicated to the Owner by the Township in writing. Without limiting the Township's discretion above, the Township will consider when determining the need for any additional study, any venue operations change of the owner, increased noise complaints received, and/or any other regulatory factor deemed relevant by the Township;
- (iv) obtain any other study and implement any noise attenuation or other recommendations arising from such study.

Additional Land Use Compatibility Measures

- (k) Notwithstanding any other provisions of this Agreement, the Owner acknowledges that the Township reserves the right to manage and regulate continued land use compatibility measures and business licensing measures. The Owner acknowledges and accepts the Township's jurisdiction to manage and regulate continued land use compatibility measures and business licensing measures, and agrees to abide by such regulations.

Access

- (l) 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

- (m) 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. Any and all outstanding building matters shall be addressed and any appropriate and required permits be obtained in accordance with the Township's By-Laws and the requirements of St. Clair Conservation Authority.

Fire Routes

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

Subject Landscaping and Boulevard Maintenance

- (o) 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

- (p) To install necessary exterior lighting on the Subject Lands and surrounding areas as required by the Township 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

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

Fencing

- (r) To install fencing on the Subject Lands and surrounding areas if required by the Township and in compliance with the Township's by-law.

Initials: _____

Property Maintenance and Garbage

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

- (t) 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 Township 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

- (u) 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.

Maintenance of Works and Facilities

- 8. The Owner covenants to maintain, at its sole risk and expense, all of the Works, Facilities and Services as provided for and set out in *Schedule "B"*. Such obligation does not apply to any works which have been formally assumed by the Township pursuant to Assumption By-law. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Township or in the event of any failure, malfunction or unauthorized alteration to the Works, Facilities and Services. The Owner will be in default of this Agreement and the Township 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 entering or leaving the construction site and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Township 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 Township.

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, Facilities and Services 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 Township may proceed to remedy the default as set out in sections 29-30 of this Agreement.

Retained Engineer Certificate

- 12. All Works, Facilities and Services 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 provision, construction and installation of the Works, Facilities and Services. 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

Initials: _____

Building Official may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the Works, Facilities and Services. The Owner's retained engineer shall be responsible for the engineering of the Works, Facilities and Services and the Owner remains responsible for provision, 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 Township, deposit with the Township five thousand dollars (**\$5,000.00**) in a form acceptable to the Township (hereinafter, the "**Security**").
14. In the event that any future studies require the provision, installation, construction or removal of works, services and facilities, the Owner agrees to deposit with the Township additional security in an amount that is commercially reasonable to secure the provision, installation, construction and removal required, as determined by the Township.

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 Township 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 Township, 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 Township 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 Lands, including the installation and construction of the Works, Facilities and Services, is entirely and solely at its own risk and expense without liability or responsibility of the Township.
18. The Owner hereby releases, indemnifies, completely holds harmless and agrees to defend the Township, its Mayor, 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 which in any manner arise out of or are in any manner related to this Agreement, the development or use of the Subject Lands and for provision, installation and construction of the Works, Facilities and Services pursuant to *Schedule "B"* and this Agreement. Without limiting the foregoing, the Owner shall be responsible for:
 - (a) legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario);
 - (b) damages to any property, including property other than the Subject Lands;
 - (c) any direct, indirect, special or consequential damages; and
 - (d) any injury to any person (including death) however caused.

Insurance

Owner Insurance

19. Forthwith upon execution of this Agreement, the Owner shall provide the Township 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 Township 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

Initials: _____

installation/construction and maintenance of the Works, Facilities and Services 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 Township, 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, Facilities and Services are constructed to the satisfaction of the Township.

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 Township 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 Township 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, Facilities and Services 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 Township 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 Township.

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 Township 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

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 Township 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 Township.

Initials: _____

Legal Costs

25. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Township, legal costs for reimbursement of a portion of the Township's actual legal fees and disbursements incurred by the Township in the drafting and reviewing of this Agreement in the amount of twenty-five dollars (**\$2,500.00**). 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 Township.

Engineering, Planning, Administration, or Surveying Costs

26. In addition to and without limiting section 25 above, the Owner shall reimburse the Township, 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 Township 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 Township.

Realization of Security Costs

27. In addition to and without limiting sections 25 and 26 above, the Owner shall reimburse the Township, 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 Township.

Interest and Lien

28. In the event that there are monies due from the Owner to the Township which have not been paid within fifteen (15) days after demand thereof by the Township, 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 Township and priority lien owing to the Township.

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.
30. To remedy any default, and without limiting any remedy otherwise available at law, the Township 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 or surety bond provided as Security to pay for any expenses incurred by the Township 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.

Initials: _____

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 Township, 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 Township 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.
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 1782767 Ontario Inc. at:

Address:

Attention:

E-mail:

To the Township at:

Address: 2340 Ergemont Drive, Strathroy, ON N7G 3H6

Attention: Clerk & Manager of Legislative Services

E-mail: mbarnier@adelaidemetcalfe.on.ca

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.

Initials: _____

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 Township 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 Township 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 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:

1782767 ONTARIO INC.

Address for Service:

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

**THE CORPORATION OF TOWNSHIP OF ADELAIDE
METCALFE**

Address for Service:

Per: _____
Name: _____
Title: Mayor

Per: _____
Name: _____
Title: Clerk

I/We have authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

Part Lot 4, Concession 6 (formerly Concession 11, Adelaide Township Part 3, 4 & 5, 34R566; Township of Adelaide Metcalfe, being all of P.I.N. 08579-0040 (LT); and municipally known as 1425 Melwood Drive, Strathroy, Ontario N7G 3H5

DRAFT

Initials: _____

SCHEDULE “B”

SITE PLAN

Project No.	Drawing Name & No.	Prepared By	Date
SRE/ADL/19-01	Site Plan	CTK, Zelinka Priamo Ltd.	March 2022

DRAFT

Schedule 7: OPA #13 Status Update / Rural Events Licensing By-law staff report



REPORT TITLE

Official Plan Amendment (OPA) #13 - Update

FROM (Name and Position)

Morgan Calvert, CAO

**Council
Meeting Date:**

February 22, 2022

**Report
Date:**

February 17, 2022

**Decision
Required:**

Yes

X

No

**Type of
Meeting:**

Open

X

Closed

Outcome:

**Information
Only**

Direction

X

Priority:

High

X

Low

BACKGROUND

On March 15, 2021, Adelaide Metcalfe Council approved both Official Plan Amendment #13 and Zoning By-Law Amendment Z02-2020 regarding a property located at 1425 Melwood Drive. The purpose of the application was to recognize the existing use of a wedding venue and associated facilities, with the ability to establish a farm winery in the future.

As Middlesex County is the Approval Authority for the Official Plan, Official Plan Amendment #13 was prepared and delivered to Middlesex County Council for their consideration. The following motion was passed at the June 8, 2021 County of Middlesex Meeting of Council concerning what compatibility measures were taken:

Moved by Councillor Ropp

Seconded by Councillor DeViet

That the Amendment No. 13 to the Adelaide Metcalfe Official Plan be deferred pending a traffic and noise study completed by the application, to be peer reviewed by the Township of Adelaide Metcalfe; that a draft site plan agreement be prepared and that a rural events licensing by-law also be prepared by Adelaide Metcalfe.

Carried.

Through County Council's motion, it is the understanding of Township administration that County Council is seeking more information or mitigations such as by-laws or policies, to help alleviate potential and adverse effects resulting from rural event venues.

As a result, staff in consultation with Township legal counsel and County staff have been working to address the questions from County Council with regard to their consideration of OPA#13.

ANALYSIS

The following is an outline of the request from the County of Middlesex including an update to each task:

Traffic and Noise Study

The Traffic and Noise Studies have been completed and submitted to the Township by the Applicant.

Peer Review of Traffic and Noise Studies

The Township retained F.R. Berry & Associates (Transportation Planning Consultants) to undertake a peer review of the Applicant's traffic study which has been completed and attached for Council's information.

The Township retained Dillon Consulting to undertake a peer review of the Applicant's noise study. Through this peer review, the Township also requested that Dillon Consulting review and consider a noise study that was completed and submitted by an adjacent landowner. The peer review has been completed and is attached for Council's information.

Draft Site Plan Agreement

The Township is currently waiting for the Applicant to submit a draft site plan and is prepared to turn around a draft site plan agreement in relatively short order for County Council's consideration of OPA#13.

Rural Events Licensing (Business Licensing) By-law

Township staff in consultation with legal counsel have prepared a draft Business Licensing by-law for Council's consideration. This by-law has been drafted to ensure its broad applicability within the rural context of Adelaide Metcalfe. It is designed using a complaint-based system in an effort to support the limited staff and financial resources available at the Township.

Township staff have also engaged with a number of stakeholders with regard to the development of the Business Licensing by-law and have been able to incorporate most of the feedback.

The Business Licensing by-law has been developed to license businesses as defined in "Schedule C" of the by-law. The language and format are standard to licensing by-laws and additional types of business licenses can be added by amending "Section C".

Licenses are issued for a period of 3 years, upon which the applicant will be required to apply for a renewal license at a reduced fee. The Clerk has the option to extend the license for a 3-month period to give some flexibility to accommodate the renewal process.

The application process is clearly defined including fees, timing, requirements, and the process for a refusal to grant a license. The Business License Application Form has been provided in "Schedule B" of the by-law.

Through the "Investigation of Complaints" section (clauses 27-31), the by-law establishes a "3-Strike" rule, whereby a license can be suspended after 3 "Substantiated Incidents" within a period of one year. As stated in the by-law, a "Substantiated Incident" would be an incident that is investigated by the municipality and then deemed to be a valid complaint.

It should be noted that in the event of suspension or refusal to grant a license, the by-law defines an appeal process to establish a hearing before Council. Council may grant a license, refuse to grant,

revoke, or suspend a license, and make any suspension of license subject to such terms or conditions Council may prescribe. Council decisions are final and binding.

The “Investigation of Complaints” section, similarly, establishes a “3-Strike” rule for unfounded complaints. If a complaint is determined to be “unfounded, frivolous, vexatious or biased complaints against the Licensee” the complainant will be issued a warning in this regard. If three unfounded complaints are issued in a 1-year period and the complainant makes further unfounded complaints, the complainant shall be charged the fees incurred by the Township associated with the investigation of the complaint.

Given that this a major by-law for Council to consider, at this time administration is seeking input from Council regarding any potential adjustments that should be made prior to Council considering its adoption. The draft by-law has been attached to this report for Council’s consideration.

Other Incompatibility Mitigations - Noise and Nuisance By-laws

At the February 7, 2022 Council meeting, administration presented a report that identified through a by-law review that two standard municipal by-laws should be implemented to assist in general by-law enforcement in the Township:

- A “Noise By-law” which governs unusual, unnecessary, and excessive noises that disturb residents
- A “Nuisance By-law” which governs issues outside of noise, including odour, dust, lighting and other obnoxious challenges

Township Council approved the implementation of both by-laws at the February 7, 2022 Council meeting.

Conclusion

As Council can see, administration has been working to not only respond to Middlesex County Council’s request for more information regarding OPA#13, but to also review the Township’s existing policy framework in an effort to implement tools or mitigations to assist in addressing potential common issues relative to various land uses in the Township.

FINANCIAL IMPACT

Business Licensing

The associated fees with business licensing are referenced in Schedule A of the draft by-law. Staff expect full cost recovery for a standard application process.

Costs associated with Inspections and additional requirements during the review process are at the owner’s expense.

Staff anticipate administrative costs if a suspension or a refusal of license issuance are appealed and the matter proceeds to a hearing before Council.

RECOMMENDATION

THAT Council receive the report as information.

FURTHER THAT Council consider the attached Business Licensing by-law and direct the CAO to make any necessary amendments,

AND FURTHER THAT the CAO present the amended Business Licensing by-law at the March 7, 2022 Council meeting.

APPROVED by the CAO
Morgan Calvert

F.R. Berry & Associates

TRANSPORTATION PLANNING CONSULTANTS

660 Inverness Avenue

London, Ontario N6H 5R4

Tel: (519) 474 2527 Toll Free: 1 888 665 9192 Email: fyberry@rogers.com

December 29, 2021

Our Ref. **2191**

Township of Adelaide Metcalfe

2340 Egremont Drive

RR #5

Strathroy ON

N7G 3H6

Attn. Mr. M. Calvert

Chief Administrative Officer

Dear Mr. Calvert:

**RE: PROPOSED WEDDINGS AND EVENTS VENUE
1425 MELWOOD DRIVE, KERWOOD**

At your request, I have reviewed the report prepared by Paradigm Transportation Solutions Limited on the potential traffic impact of a proposed wedding and events venue at 1425 Melwood Drive. My review consisted of an assessment of the methodology used and sufficient analysis to determine if the conclusions of the report were supported by the discussion. In general, I found that the methodology was appropriate and that the conclusions were justified. However, I found that the analysis contained in the report was not clearly presented and was at times confusing. There are also minor discrepancies in the report figures which do not affect the report's conclusions.

In particular, the report used the approach of estimating vehicle trips per guest¹. While this does give an estimate of total vehicle trips it is not a number one can relate to. A simpler approach would have been to estimate the number of guests per vehicle and also the arrival and departure rates.

After allowing for the 20 guests who arrived by bus, data from the Saturday count at the site indicates an average vehicle occupancy of 3.7 persons per vehicle. From the count made at the Erin site, the Paradigm report estimates a trip ratio of 0.32 trips per guest, which translates to a vehicle occupancy rate of 3.1 persons per vehicle. The latter number seems more likely and, in any event, provides for a more conservative estimate of vehicle arrivals and departures.

¹ On page 4, last paragraph, line 3, this is mis-stated as guests per trip.



The Monday event as described in the Paradigm report generated 104 vehicle trips in total, with 26 leaving and 15 entering in the peak hour. There is no indication of the number of attendees at this event and thus the average vehicle occupancy cannot be determined.

Based on an analysis of arrivals and departures, the Paradigm report concluded that;
The peak hour trip generation for 200 guests could range between 28 trips...and 64 trips.
The corresponding total event trip generation could range between 102 trips....and 200 trips.

My estimate of peak hour trips generated by 200 guests at a wedding is 36 arriving and 3 leaving for a total of 39 vehicle trips (3.1 persons per vehicle, 55 percent arrivals, 5 percent departures). This is consistent with Paradigm's estimate.

There does not appear to be any basis for Paradigm's estimate of event trips. While the total event vehicle trip generation of 102 vehicles appears reasonable, based on an actual count, the estimate of 200 trips, based on a vehicle occupancy rate of one person per vehicle, does not. A total trip generation of 150 vehicles, with a corresponding peak hour total volume of 60 vehicles may be a more appropriate upper limit.

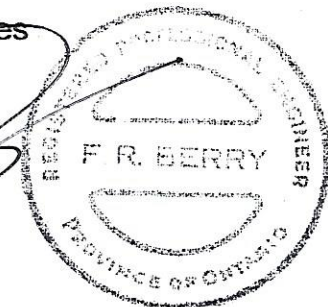
Figure A shows the assignment of peak hour vehicle trips generated by both a wedding and an event using the estimates described above. Trip distribution is identical to that based on the Paradigm counts. Similar figures were not included in the Paradigm report.

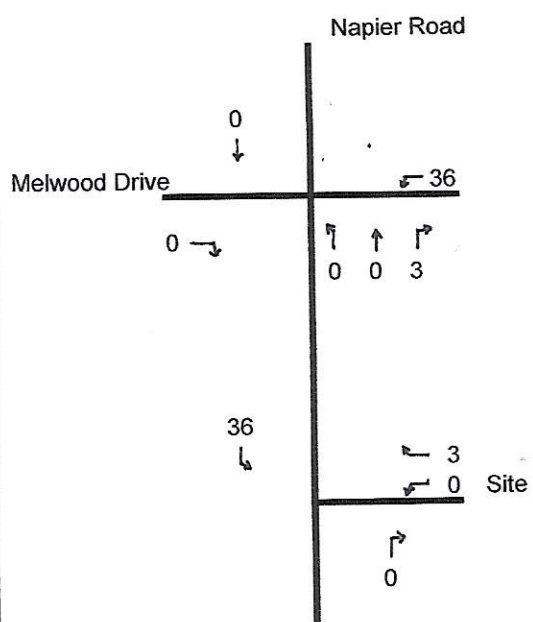
I would not agree with the Paradigm report's conclusion that the traffic impacts are not significant. Compared with the existing background traffic volumes on both Melwood Drive and Napier Road, peak hour wedding and event traffic volumes are significantly higher. However, the total volumes are well within the capacity of each road, and the weddings and events will not occur on a daily basis. For short periods of time and at infrequent intervals, local residents will experience higher than normal traffic flows, none of which would affect residents' safety or ease of access.

Very truly yours
F. R. Berry & Associates

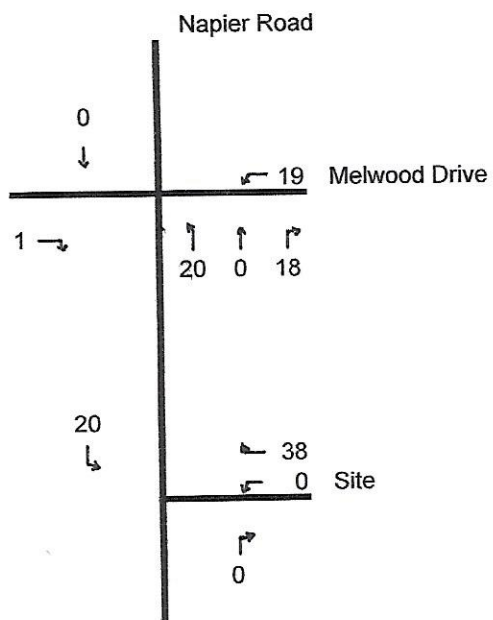


Frank R. Berry, P.Eng.
Principal





Wedding



Special Event

Figure A

Estimated Peak Hour Vehicle Trip Generation



February 17, 2022

The Corporation of the Township of Adelaide Metcalfe

2340 Egremont Drive RR#5
Strathroy, Ontario
N7G 3H6

Attention: Morgan Calvert
Chief Administrative Officer

Peer Review of the Noise Impact assessments completed for Sydenham Ridge Estates in Strathroy, Ontario

Dear Mr. Calvert,

Dillon Consulting Limited (Dillon) has been retained by the Township of Adelaide Metcalfe (the Town) to review several noise impact assessment reports, noise letters, and other correspondences regarding noise impact associated with banquet events that are held at Sydenham Ridge Estates (Venue) in Strathroy, Ontario.

The Venue is located southeast of the intersection at Melwood Drive and Napier Road. HGC Engineering (HGC) was retained by the Venue to assess noise impacts and to date has completed multiple studies assessing the noise impacts from the Venue on surrounding residences. The HGC report includes recommendations for noise mitigation measures at the Venue. A nearby residence retained O2e Inc. Environmental Consultants (O2e) to complete a receptor noise measurement program consisting of background noise measurements and ambient noise measurement during an event at the Venue to determine impacts.

Dillon has reviewed the following technical reports:

- *"Noise Impact & Mitigation Feasibility Study, Sydenham Ridge Estates, Kerwood, Ontario"*, dated July 12th, 2018, completed by HGC;
- *"Sydenham Ridge Estates – Acoustical Measurements Following Implementation of Noise Control Measures"*, dated August 10th, 2020, completed by HGC; and,
- *"Summary of Measured Noise Impacts – Sydenham Ridge Estates"*, dated October 9th, 2020, completed by O2e.

In addition, Dillon has reviewed the municipal council meeting minutes, as well as the policy that was developed by Sydenham Ridge Estates based on the studies that were completed for the Venue.

The HGC and O2e technical assessments, as well as other relevant information, were reviewed to evaluate the assumptions and considerations used in the analysis, and to

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ensure that the methodologies and application of relevant guidelines, by-laws, and industry best practices for assessing noise impacts were appropriate.

As there are no noise guidelines which are directly relevant to music and gatherings for events, the technical reports were reviewed primarily based on industry best practices with respect to noise complaints and land use compatibility. The findings of the reviews are summarized below:

HGC Initial Study and Post-Mitigation Measurement Study

HGC completed an initial noise study in July 2018, which revealed the need for mitigation measures at the Venue. Upon implementation of HGC's recommendations, as well as the remedial sound policy developed by Sydenham Ridge Estates, HGC completed post-mitigation sound level measurements in August 2020.

Dillon generally agrees with the approach completed in the HGC initial study and post-mitigation measurement reports. Dillon has the following key comments:

- Figure 2 and Figure 3 of the HGC initial study provide graphs of sound pressure level versus time for 63 Hz and 80 Hz, respectively. The data in the figures show cyclic variations. If an audible variation exists after the implementation of mitigation measures, a 5 dB penalty should be added to the measured sound levels to account higher annoyance that it may cause. This is in line with the Ministry of the Environment, Conservation and Parks (MECP) NPC-104 – *Cyclic Variation* requirement, which states: *If a sound has an audible cyclic variation in sound level such as beating or other amplitude modulation then the observed value shall increase by 5.*
- Although the primary noise concern from the Venue is the amplified music, in particular the lower frequency (base) components, there are potential noise impacts from other sources such as vehicles (movement and idling) and loud conversations in large gatherings that may occur outdoors. The HGC reports should assess impacts from all dominant noise sources at the Venue and expand the study to include full octave spectrum data.
- HGC completed acoustical measurements following the implementation of all noise control measures. The completed measurements appear to only capture amplified music. As there are other potential sources of concern, noise monitoring should be completed during a typical event at the Venue so that all sources of noise are captured.



O2e Summary of Measured Noise Impacts

O2e completed sound level measurements in the summer of 2019 and 2020 and prepared a letter report summarizing the findings. The letter report also comments on the HGC studies. Dillon has the following key comments on the O2e letter report:

- The measurements completed on June 22, 2019, representing a typical worst-case scenario, were stated to range from 45-49 dBA. It is unclear if these measurements were taken prior to, or after the implementation of the noise mitigation measures at the Venue. Additionally, it is unclear what sources are contributing to these sound levels. Given the investigative nature of the measurements, the report should include octave spectral data (hourly Leq) as well as Lmax measurements to capture low-duration high-impact noise events. Metrological data should also be included in the report to ensure that the measurements were conducted during appropriate weather conditions.
- Ambient noise measurements (without an event occurring) were completed by O2e between July 2 and July 4, 2020. Monitoring results were reported to be between 30-35 dBA. The measurement time interval is not specified in the report (i.e., Leq 1 min, Leq 10 min, Leq 60 min, etc.). Impact of the pandemic on the measured ambient values (if any) should also be explained in the report.

Based on our review of the HGC and O2e technical assessments, as well as other relevant information, Dillon recommends the following next steps:

- For the Township to develop or adopt (from other municipalities / townships) a Nuisance Noise By-law for the Township so that a clear guide is available for businesses (including the Venue) to adhere to during site selection process. The By-law will also allow residences to know their rights, as well as the obligations of businesses operating in their proximity.
- For an independent third party acoustician (not connected to the Venue or the complainant) to conduct a review of dominant noise sources at the venue, and to carry out a receptor noise monitoring program consisting of background and event noise monitoring (post-mitigation). The study should include audio recording and spectral measurements (average Leq, Lmax) with 1-minute data logging resolution. The data can be used to better characterize the audible sounds at the receptor, identify key sources of sound that notably



impact the receptor noise environment, and develop targeted mitigation strategy / measures, if required.

Should you have any questions about our review, please don't hesitate to contact us.

Sincerely,

DILLON CONSULTING LIMITED

Lucas Arnold, P.Eng.
Associate

Our file: 21-3034

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE

BY-LAW Number X of 2022

A By-law of the Corporation of the Township of Adelaide Metcalfe to provide for the licensing, regulating and governing of certain businesses, trades or occupations carried on, or engaged within the Township of Adelaide Metcalfe.

WHEREAS Council considers it in the public interest to enact a by-law to license, regulate, and govern various classes of businesses;

AND WHEREAS Part IV of the *Municipal Act, 2001*, S.O. 2001, c.25 (the “Municipal Act, 2001”) provides for the enactment of by-laws to license, regulate and govern businesses, and to impose conditions on the obtaining, holding and keeping of licenses to carry on such businesses;

AND WHEREAS Council wishes to exercise its powers over businesses, the persons carrying on or involved in the operation of the businesses including the powers to impose conditions on the obtaining, holding or renewing of licenses and for the suspension, denial and revocation of licenses as this By-law and Municipal Act, 2001 provide;

AND WHEREAS the regulation of the businesses in this by-law, the requirement for a license and the imposition of such conditions will aid in the application and enforcement of this by-law and other laws so as to assist in allowing, amongst other things, for the identification and qualification of the persons responsible for the operation of the business, the identification of the location of businesses, the regulation and inspection of equipment, vehicles, premises and other property used to carry on business, and allowing for the protection of persons dealing with or affected by such businesses and persons;

AND WHEREAS Sections 390 to 400 of the *Municipal Act, 2001* authorize a municipality to pass by-laws imposing fees or charges for services or activities provided or done by them;

AND WHEREAS pursuant to Section 151(1)(g) of the *Municipal Act, 2001*, Council considers it desirable to provide for a system of administrative penalties and fees as an additional means of encouraging compliance with this By-law;

AND WHEREAS Council is satisfied that a public meeting and reasonable public notice have been given for enactment of this by-law in accordance with the *Municipal Act, 2001*;

NOW THEREFORE the Council of the Township of Adelaide Metcalfe enacts as follows:

DEFINITIONS

1. For the purposes of this By-law:

- a. **“Accessory”** means a use, building or structure that is normally incidental and/or subordinate, and is exclusively devoted to a main use and/or building or structure, and is located on the same lot therewith.

- a. **“Applicant”** means a person who is required to be licensed pursuant to this by-law or who has made an application for a license and shall include a Licensee;
- b. **“Applicable Law”** means any applicable municipal, provincial or federal law including but not limited to all legislation, statutes, by-laws, ordinances, policies, directives, administrative orders, judgments, and the common law;
- c. **“Approval”** shall mean written approval unless otherwise stated;
- d. **“Association”** means a group of persons joined together to carry on a common business that is not a partnership or corporation;
- e. **“By-law Enforcement Officer”** means a Municipal Law Enforcement Officer appointed by by-law for the purposes of carrying out inspections and the enforcement of municipal by-laws;
- f. **“Business”** means any business wholly or partly carried on within a municipality, even if the business is being carried on from a location outside the municipality, and includes trades and occupations; exhibitions, concerts, events, festivals and other organized public events held for profit or otherwise; the sale or hire of goods or services on an intermittent or one-time basis and the activities of a transient trader; and the display of samples patterns or specimens of goods for the purpose of sale or hire;
- g. **“Business Day”** means a day from Monday to Friday but does not include a statutory holiday;
- h. **“Complaint”** means a formal complaint under the provisions of this By-law;
- i. **“Council”** means the Council for The Corporation of the Township of Adelaide Metcalfe;
- j. **“Fee”** means a payment for services and remuneration paid for goods or other property;
- k. **“Fire Official”** means the person who may, from time to time, be appointed by Council to the position of Fire Official/Chief or their designate;
- l. **“Health Unit”** means the Middlesex-London Health Unit and includes any successor or assign.
- m. **“Inspector”** means the Township Building Inspector, Fire Inspector or Chief Building Official;

- n. **"License"** means a license to operate a business or businesses at a location or locations in the Township of Adelaide Metcalfe for the duration of the Licensing Term;
- o. **"License Fee"** means the appropriate fee for the license as set out in Schedule "A" of this By-law;
- p. **"License Issuer"** means the Clerk or Deputy Clerk of the Township of Adelaide Metcalfe;
- q. **"Licensee"** means a person who has been issued a license pursuant to this By-law and shall include an Applicant;
- r. **"Licensing Term"** means a period of three years from the date of the issuance of the License;
- s. **"Police Officer"** means officer who is a member of the Ontario Provincial Police or such other police force who may be contracted from time to time to service the Township;
- t. **"Service"** means to provide or perform work done and benefit conferred upon another for a fee and profit;
- u. **"Substantiated Incident"** has the meaning set out in section 29;
- v. **"Zoning By-law"** means the most current comprehensive zoning by-law in force in the Township or portions thereof, as amended and passed pursuant to the *Planning Act*, R.S.O. 1990, c.P.13 (the **"Planning Act"**)

GENERAL PROVISIONS

LICENSES

- 2. No person shall carry on, conduct, operate, maintain, keep or engage in any business set out in this By-law, without first having obtained a license from the License Issuer. Those business requiring a License are set out in Schedule "C" to this By-law.

APPLICATION FOR LICENSE

- 3. Any person wishing to obtain a License shall submit the following to the License Issuer:
 - a. A completed application form as set out in Schedule "B" of the By-law titled – Business License Application;
 - b. The License Fee set out in Schedule "A" of this By-law;

- c. Proof of valid insurance and any and all other documentation set out in the License Application Form;
4. If the Applicant is a corporation, partnership or association, the Applicant shall file with the application the full name of every director, officer, partner, shareholder or other person having an interest in the shares of the corporation. As a condition of the license, the applicant shall inform the Township of any changes to the shareholder information to ensure that the Township's files are current at all times.
5. The License Issuer shall not issue a License until the Application and all applicable License Fees have been paid and all inspections and requirements have been met to the satisfaction of the Township.

LICENSE FEES

6. The Township retains the right in its sole and absolute discretion to review all license fees on an annual basis;

MORE THAN ONE BUSINESS

7. If an Applicant operates more than one business at the same location the Applicant shall submit one Application form for each business to be conducted at the location. Upon review of the Application, the License Issuer shall determine in their sole and absolute discretion whether more than one license fee must be paid and advise the Licensee of the applicable fee.

PROCESSING OF THE APPLICATION

8. Upon receipt of an application the Issuer of Licenses shall undertake any investigations that, in their opinion, are necessary to assess the application. All administrative costs incurred by the Township in the review and investigation of the Application shall be at the Applicant's sole costs and expense. The Applicant shall pay any and all Township fees incurred under this section prior to the issuance of the License.

INSPECTIONS AND APPROVALS

9. The Applicant shall be responsible for obtaining any and all necessary inspections and approvals required by this By-law, at the Applicant's sole cost and expense.

REFUSE TO ISSUE/ RENEW A LICENSE

10. The Township may in its sole and absolute discretion refuse to issue or renew a License if the property taxes any utility accounts for the premises at which the licensed business is located are unpaid, and/or if any outstanding monies are owing to the Township for services provided to or on the subject property and/or if the fees set out in section 8 have not been paid by the Applicant and/or ongoing history of complaints being received by the Municipality associated with the business operations and/or Applicant's property having a history of violations of Applicable Law.

11. The Township retains the right to refuse to issue and/or renew a License or may in the Township's sole and absolute discretion suspend or revoke an existing license if the owner or Applicant is in contravention of any Applicable Law. The License may be reinstated by the Township, it is sole and absolute discretion, upon proof from the Application that it is in compliance with all Applicable Law.

RECEIPT OF COMPLETED APPLICATION AND PAYMENT OF ALL APPLICABLE FEES

12. Upon receipt of the completed Application and payment of all required fees under this By-law, the License Issuer shall:
 - a. make any enquiries with any municipal official and/or employee who has conducted any inspections relative to the business subject to the Application;
 - b. receive reports for any municipal official and/or employee as may be deemed necessary and/or appropriate;
 - c. make any enquiries necessary to determine if the Applicant is in compliance with all Applicable Law and meets the requirements of this By-law;
 - d. within a period of twenty (20) business days confirm that the Application is complete in accordance with the Municipality's Business License Application form;
 - e. ensure that all other provisions of this By-law has been complied with by the Applicant prior to the issuance of the License.

INSURANCE

13. The Applicant shall be required to provide proof of current and valid insurance for the term of the License in the amount determined by the Township, acting reasonably. The Certificate of Insurance shall name Adelaide Metcalfe as an additional insured.

APPLICATION FOR LICENSE RENEWAL

14. Each business requiring a License shall be required to obtain a new License every three (3) years. An extension of the License, up to 3 months from the expiry date, may be granted by the Clerk. No further extensions shall be made. A License renewal is not automatic and shall be reviewed in accordance with all terms and conditions of this By-law. An application for renewal of a License shall include the following:
 - a. A site plan showing any and all changes that have been made to the business and/or property since the issuance of the last License;
 - b. The required License Fee;

- c. Payment of any and all expenses incurred by the Township in processing the review of the renewal Application under the provisions of this By-law.
15. Upon receipt of an application for a License Renewal the License Issuer shall follow the process and review set out in section 12 above and process the Application as though it was an Application for a new License.

FORM OF LICENSE

16. Every License shall include:
- a. the operating address of the premise(s) or location(s) for which the license is issued;
 - b. the contact information for the Applicant;
 - c. the type of license issued;
 - d. the date of issuance;
 - e. the date of expiry;
 - f. the signature of the License Issuer or their designate;
 - g. any conditions imposed by the License Issuer;
 - h. any other information deemed necessary by the Licensee Issuer.

LOST OR DESTROYED

17. In the event that a License issued under the provisions of this By-law is lost or destroyed the applicant shall:
- a. submit proof of such loss or destruction to the satisfaction of the License Issuer;
 - b. submit payment of the replacement fee of twenty-five dollars (\$25.00); and
 - c. Upon receipt of the information set out above, the License Issuer shall issue a duplicate License with the word "duplicate" stamped or marked on it.

CHANGE OF NAME, OWNERSHIP OR LOCATION

18. Upon change of ownership of the Licensed business every Licensee shall return and surrender the current License to the License Issuer.
19. The new owner shall forthwith make an Application for a new License in accordance with the provisions of the By-law. For the purpose of this section, a change in beneficial

ownership of a Licensed business that is a corporation shall be deemed to have occurred if a majority of the shares of the corporation are transferred.

20. A license is not transferable to a new location even if there is no change in the business or the owner. The Applicant must apply for a new business license pursuant to the provisions of this By-law and shall surrender the License issued to the business at the previous location, to the License Issuer.

LICENSES PERSONAL

21. No person shall have a vested interest or property right in any license or the continuance of any license. All licenses remain the property of the Township.

NUISANCE ABATEMENT

22. In addition to any other provisions or requirements of this By-law every Licensee shall:
 - a. at all times maintain and keep safe, clean and in good condition and repair any object, amusement, vehicle, place or premises for which the License is issued;
 - b. not cause, suffer, or permit any breach of any by-law of the Township, corporation or of any local board thereof, or of any statute, order-in-council, or regulation of the Province of Ontario or the Parliament of Canada or of any agency, board or commission of either of them, in, upon, or in connection with the object, amusement, place or premises for, or in relation to which such license was issued;
 - c. not cause, suffer or commit any nuisance to arise in, on, or in connection with the activities conducted under the license, place or premises for which the License was issued;
 - d. not cause any shouting, noise or other disturbance on, in, or in connection for which the license was issued, which is contrary to any Township By-law prohibiting the same;
 - e. not cause or permit any obstruction on any highway, lane or public place near or adjoining the place or premises for which the License was issued; and
 - f. not obstruct the flow of vehicular traffic or obstruct any site lines of vehicular traffic.
23. Every individual who acquires a License that is issued under this By-law is responsible for the due performance and observance of all the provisions of this By-law and all Applicable Law.

INSPECTION

24. License Issuer or their designate, including but not limited to, the Fire Official, Health Officials, Conservation Officers, Fire Fighters, Provincial Offences Officers, Municipal Law

Enforcement Officers, Police Inspectors or Police Officers, or any agent, servant or employee of such servants as designated by Council, may at all reasonable times, inspect or cause to be inspected the premises, facilities, equipment, vehicles and other property used or kept for hire in connection with the carrying on of a licensed business or a business being carried on without a license, contrary to this by-law.

25. If a License issued under this By-law applies to an occupation every person obtaining a License shall carry the License with him when engaged in the occupation for which the License is issued, and every person so licensed shall, produce the license for inspection when so requested by any person authorized to do so.
26. Every person obtaining a License where the License applies to the premises, shall keep the license posted in a conspicuous place on the premises in respect of which the license is issued and every person so Licensed shall, when requested by any person authorized by the Township, produce the license for inspection.

INVESTIGATION OF COMPLAINTS

27. The Township shall, upon receipt of a Complaint relating to the operation of a business under the provisions of a License issued under this By-law, either (i) proceed with an investigation of the complaint within a period of five (5) Business Days from receipt of the Complaint; and/or (ii) immediately investigate the Complaint.
28. The Township shall upon receipt of a Complaint notify the Licensee and advise of the details of the Complaint and request that the Licensee provide a response to the Complaint.
29. Following the investigation into the Complaint the Township shall determine whether or not the Complaint is substantiated and deemed to be a "Substantiated Incident". A substantiated incident would be one that is investigated by the municipality and then deemed to be a valid complaint. The Licensee shall be advised of all Substantiated Incidents and be provided a period of three (3) Business Days to provide a written response following which the Township shall determine whether the complaint shall remain a Substantiated Incident. Upon confirmation that the complaint shall continue to be a Substantiated Incident the Township shall provide written notification to the Licensee.
30. In the event the Licensee is issued three (3) Substantiated Incidents within a period of one (1) year the License shall be immediately suspended.
31. If, upon investigation of a significant number of Complaints from one complainant and the Township determines that the Complaint is unfounded, the complainant shall be given a warning in terms of lodging unfounded, frivolous, vexatious or biased complaints against the Licensee (the "**Unfounded Complaint**"). If after three Unfounded Complaints in a one year period, the complainant makes further Unfounded Complaints, the complainant shall be charged the fees incurred by the Township associated with the investigation of the complaint. Failure of the complainant to pay any fees incurred under this section may,

where considered appropriate, be collected by the Township in a manner like taxes and added to the tax roll of the property owned by the complainant.

SUSPENSION OR REFUSAL TO GRANT A LICENSE

32. The License Issuer may refuse to issue a License to any Applicant who, in the License Issuer's opinion, should not be granted a License because of past breaches of this By-law or a failure to comply with the requirements of this By-law or failure to comply with other applicable By-laws of the Township, or of any local board thereof, or of any Applicable Law.
33. The Township retains the right to suspend a License issued under this By-law if the Township is satisfied that the continuation of a business poses an immediate danger to the health or safety of any person, animal, or to any property. The Township may, for the time and on such condition as it considers appropriate, without a hearing, suspend a License subject to providing the licensee with the reasons for the suspension, in writing, and an opportunity to respond to them.
34. Notice of suspension or revocation of any License may be given by email or by registered letter mailed to the address on the License. Receipt of such notice is deemed to occur on the next Business Day after the mailing of the notice or sending of the email.
35. Upon revocation and/or suspension of a license the Licensee shall:
 - a. Return all certificates issued with reference to such license;
 - b. Permit any officer to enter the premises, vehicle or other property of the licensee for the purpose of receiving or taking the certificates;
 - c. In no way hinder, prevent or obstruct an officer from carrying out his duties;
 - d. Cease operation of the business immediately.

NOTICE AND APPEAL

36. If the License Issuer refused to issue, revokes. or suspends a license, the said License Issuer shall notify the Applicant and/or owner of the property in writing of the decision. The notice shall set out the ground for the refusal/suspension and shall state that the Applicant or Licensee may appeal the decision by filing an appeal with the Clerk of the Township within ten (10) Business Days of receiving the notice.
37. Upon receipt of an appeal from the Applicant the Clerk and Council shall follow the hearing procedure set out in this By-law.
38. After conducting the hearing, the Council may grant a license, refuse to grant, revoke or suspend a License, and make any suspension of license subject to such terms or conditions

as Council may prescribe. The decision of Council is final and binding upon the Applicant or any Licensee.

39. In making its determination, Council may have regard for the following:

- a. Whether the Applicant or Licensee and the premises, facilities, equipment, vehicles and other personal property used or kept for hire in connection with the carrying on of the business comply with all requirements of this By-law;
- b. Whether the Applicant or Licensee has failed to promptly remedy any concern with regard to those matters set out in this by-law or has committed past breaches of this by-law;
- c. Whether the Applicant or Licensee has failed to comply with any requirements of any other applicable by-law of the Township or any local board thereof or of any Applicable Law in, upon or in connection with the business or the premises, facilities, equipment, vehicles and other property used or kept for hire in connection with the business;
- d. Whether the Applicant or Licensee has any fines (due and unpaid for fifteen days or more) imposed under the *Provincial Offences Act* for the contravention of the applicable section of this by-law under which the license was granted;
- e. Whether all property taxes due on the premises used in connection with the business or owned by the Applicant have been paid;
- f. Whether all water and/or sewer accounts due on any premises used in connection with the business or owned by the Applicant have been paid have been paid.
- g. Whether the Applicant or property owner has any outstanding fines or fees owing to the Township.
- h. Whether the owner or Applicant is currently in contravention of any other municipal by-law or any other Applicable Law.

HEARING PROCEDURE

40. The Clerk shall fix a date and time for such matter to be considered by Council and shall mail a Notice of Hearing to the licensee (at the last address as shown in the records of the Issuer of Licenses or the current year's assessment roll) and to any other person who has applied to be heard with regard to the matter. The Hearing Procedure shall be as set out below:

- a. Notice shall be mailed at least fifteen (15) days prior to the date and time fixed for the hearing.

- b. At the hearing Council shall receive a report, either verbally or in writing, from the License Issuer and from such other officers and employees of the Township as required and/or requested by Council.
- c. At the hearing the Licensee, either personally or through an agent or solicitor, shall be afforded an opportunity to present material and evidence relevant to the issue before Council, and may ask questions of any person presenting evidence or a report to Council relevant to the issue.
- d. Council may afford any other person who applied to be heard and who, at the discretion of Council, has an interest in the matter under discussion, may be granted an opportunity to present material and evidence relevant to the issue before Council and to ask questions on any person presenting evidence or a report to Council relevant to the issues.
- e. A quorum of Council shall be a majority of the whole number of the members of Council. A decision by a majority of Council shall be final.
- f. After having heard all of the evidence and submissions made by the Applicant/Licensee and the Licenses Issuer, Council may resolve into Closed Session to debate the matter and make a decision.
- g. The decision made by Council in Closed Session shall be confirmed in open Council by Resolution immediately following the Closed Session, and a certified copy of such resolution shall be mailed to the Licensee, to any person who has appeared before Council and requested that a copy of the resolution be provided to them, and to the License Issuer.

COMPLIANCE WITH APPLICABLE LAW

- 41. Every person engaging in or carrying on any business for which a License is required by the provisions of this By-law shall be responsible for complying with all Applicable Law, including all the provisions of this By-law, as may be amended from time, including the applicable Appendices regulating such business, and with all conditions imposed on the License.
- 42. Licensees shall at all times comply with all Applicable Law including but not limited to the provisions of this By-law and its Appendices,

GENERAL

- 43. No person shall engage in, or continue to conduct, or permit any person to engage in or continue to conduct, a business for which a License is required under this By-law while such license is suspended, revoked or expired.

44. Every person engaging in any business for which they are required to be Licensed by the provisions of this by-law shall be responsible to comply with all the terms of this By-law.
45. For the purposes of this By-law, a business shall be deemed to be carried on within the Township if any part of the business occurs within the Township, even if the business is carried on from a location outside the Township.

ADMINISTRATION

46. This by-law shall be administered by the Clerk as the License Issuer, or their duly authorized representative.

VALIDITY

47. Should any section, subsection, clause, paragraph, schedule or provision of this by-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the by-law as a whole.

ENFORCEMENT

48. This by-law shall be enforced by Township's By-Law Enforcement Officers and the Ontario Provincial Police.

OFFENCES AND PENALTIES

49. Any person who contravenes any provision of this by-law unless otherwise provided herein is guilty of an offence.
50. Each day that a breach of this by-law continues shall constitute a separate offence.
51. Where an owner is convicted of knowingly carrying on or engaging in a trade, calling, business or occupation on, in, or in respect of any premises or part thereof without a License required by a by-law passed under the *Municipal Act, 2001*, the Court shall order that the premises or part thereof be closed to any use for any period not exceeding two years.

EFFECTIVE DATE

52. This By-law shall come into force and take effect on the final passing thereof.

SCHEDULE "A"
LICENSE FEES

Item	Fee
Rural Events Venue – New License	\$150.00
Rural Events Venue – License Renewal	\$100.00
License Replacement	\$25.00

SCHEDULE "B" APPLICATION FORM



Business License Application

Please complete this application and return with payment to the Adelaide Metcalfe Municipal Office at 2340 Egremont Drive, Strathroy, Ontario, N7G 3H6. Questions about this application can be directed to the Clerk, at clerk@adelaidemetcalfe.on.ca or 519-247-3687.

Business & Contact Information

Name of Business: _____

Location of Business: _____

Applicant Name: _____

Applicant Telephone: _____ Applicant Email: _____

Mailing Address to mail the license: _____

Type of Application & Fee (non-refundable)

License Type	License Fee
<input type="checkbox"/> Rural Events Venue – New License	\$150.00
<input type="checkbox"/> Rural Events Venue – License Renewal	\$100.00

Note: Payment must accompany this application. Payment may be made by cash, debit or cheque payable to "Township of Adelaide Metcalfe" and is non-refundable

Business Details

Please answer the following questions, if there is not sufficient room for your answer, please attach answers to your application.

1. Please describe the business:

2. What is the size (gross floor area) of the proposed business? _____

3. Are there any other properties in the Township associated with this business (ie, storage, administration)? If so, please indicate address and use:

4. Please explain any parking that will be available for staff and customers:

5. Do you plan to implement any noise/nuisance mitigation measures to address impacts on neighboring properties? If so, please explain.

6. If you are relocating your business, what is the previous address of your business?

7. If the business is changing Ownership, what is name of the previous owner?

Additional Information

In consultation with the Township Clerk, the following may be required (but not limited to) for submission of a complete application:

- Conservation Authority Approval
- Middlesex London Health Unit Approval
- Fire Services Inspection
- Planning Approval
- County/Township Roads Access Approval
- Building Services

Before final issuance of the Business License, the applicant shall be required to provide proof of current and valid insurance for the term of the License in the amount determined by the Township, acting reasonably. The Certificate of Insurance shall name Adelaide Metcalfe as an additional insured.

Declaration

I declare that the information on this application is true. I agree to conform to the regulations set out in the Business Licensing By-law, all other applicable by-laws and any applicable Federal or Provincial Act or Regulation.

Signature of Applicant _____

Date _____

Please note that all personal information submitted for inclusion in this application is collected under the authority of the *Municipal Act, 2001*, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and will be used to complete the licensing process. The information provided will be distributed to Township Departments and other applicable authorities for comment to determine if a license will be granted. Certain information will form part of the Council Agenda which is a public record. Questions about this collection should be directed to the Clerk, 2340 Egremont Drive, Strathroy, Ontario, N7G 3H6, clerk@adelaidemetcalf.on.ca, 519-247-3687 ext. 8203.

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Notes: _____

SCHEDULE "C"
LIST OF BUSINESS REQUIRING A LICENSE

1. Rural Event(s) Venue

Definitions

"Event" means a celebration, wedding, ceremony, corporate function, or similar activity for the benefit of someone other than the property owner that takes place and that involves the assembling of individuals for the purpose of attending said activity.

"Rural" or "Rural Area(s)" means those areas within the municipality zoned under the Zoning By-law as follows: General Agricultural, Agriculture Only, Limited Agricultural (A, AO; LA) Zones; Surplus Dwelling (SD) Zone;

"Rural Event(s) Venue" means the use of buildings, structures, or property that is located within a Rural Area that are available for rent from the business or property owner for the purpose of hosting an event.

Additional Licensing Requirements

1. Every person operating a Rural Event Venue shall:
 - a. Ensure someone who is associated with and responsible for the business is available and on-site throughout the entire event.