



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#17 Council Meeting, Tuesday, October 14, 2014

Agenda

Council – Call to Order 7:00 p.m.

Please Note: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2007-14*

Members wishing to disclose a pecuniary interest do so now.

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Township of Drummond/North Elmsley

#16 Council Meeting of September 23, 2014 Township Council Chambers

Minutes

Call to Order: Reeve Churchill called the meeting to order at 7:00 p.m.

Present:

Reeve	Aubrey Churchill
Deputy Reeve	Gail Code
Councillor	Ray Scissons
Councillor	Peter Wagland
Clerk-Administrator	Cindy Halcrow
Planner	Karl Grenke

Absent: Councillor Ken Fournier

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members disclosed a pecuniary interest at this time.

1.0 MINUTES

1.1 Regular Minutes of September 9, 2014

Moved By: Gail Code
Seconded By: Peter Wagland

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of August 26, 2014, as circulated.

Carried
14-128

2.0 ADDITIONS & APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Ray Scissons
Seconded By: Peter Wagland

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of September 23, 2014 as circulated.

Carried
14-129

3.0 DELEGATIONS - None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **September 16, 2014**

Deputy Reeve Gail Code presented and read Report #10 CoW-September 16, 2014 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: Ray Scissons

“A” 1. Riverside Drive/Canal Bank Road

“B” 1. THAT the Council of the Corporation of the Township of Drummond/North Elmsley rescinds Council Resolution #14-125, Asset Management Plan #1-2014.

“A” 2. 2014 Plow Truck Tender 2014-06

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the tendered price from Oakes Truck Sales of \$220,412.31 (including applicable taxes) for the 2014 Plow Truck Tender 2014-06.

“A” 3. 200th Anniversary Committee Application to the Canadian Heritage Department for Funding

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the 200th Anniversary Joint Committee to proceed with the development of a joint application to Canadian Heritage Department to assist with the funding of celebration activities, to a maximum of \$200,000 and with the knowledge that in-kind contributions are required from the municipality and/or community; the final application will be sent to each Council for consideration

“A” 4. Grassmere Consent Approval

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the revision to the Grassmere Consent Approval subject to the following conditions:

- Balance of any outstanding taxes paid in full to the Township;
- Paper copy of survey provided to the Township;
- Zoning amendment to incorporate frontage and lot size changes;
- 2005 development agreement remains in effect.

“A” 5. Perth & District Union Library – Credit Card

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Township to be a “signatory” for the issuance of a Master Card for the Perth & District Union Library with a credit limit of \$3,000

**Carried
14-130**

5.0 BY-LAWS

5.1 #2014-049 Tay River Reflections Site Plan Agreement

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2014-049, being a by-law to amend by-law 2014-032 Tay River Reflections Site Plan Agreement and entitled, “Tay River Reflections Site Plan Amendment”, be read a first, second and third time and finally passed in open Council.

**.Carried
14-131**

5.2 #2014-050 Zoning Participation Policy

Moved By: Ray Scissons
Seconded By: Peter Wagland

BE IT RESOLVED THAT By-law #2014-050, being a by-law to adopt a policy regarding public information sessions for major zoning amendments and entitled, “Zoning Participation Policy”, be read a first, second and third time and finally passed in open Council.

**Carried
14-118**

6.0 RESOLUTIONS/NOTICE OF MOTIONS

6.1 Riverside Drive/Canal Bank Road

Moved By: Peter Wagland
Seconded By: Ray Scissons

WHEREAS Riverside Drive is located in the Town of Perth and provides vehicular access to Drummond/North Elmsley residents and businesses located on Canal Bank Road;

AND WHEREAS the Township of Drummond/North Elmsley and the Town of Perth have entered into an agreement with respect to the maintenance of Riverside Drive and Canal Bank Road;

AND WHEREAS there was a vehicle accident on Riverside Drive on August 15, 2014 which has renewed safety and maintenance concerns along Riverside Drive;

THEREFORE NOW BE IT RESOLVED THAT the Council of the Township of Drummond/North Elmsley respectfully petitions the Town of Perth to take steps now that would improve safety along Riverside Drive.

**Carried
14-133**

7.0 CLOSED SESSION

7.1 Update on Marked Paintball Court Action

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley shall hereby hold a closed session of Council at 7:14 p.m. to discuss a matter pertaining to litigation or potential litigation including matters before administrative tribunals, affecting the Township;

AND THAT the following remain in the room: Cindy Halcrow and Karl Grenke.

**Carried
14-134**

Moved By: Gail Code
Seconded By: Peter Wagland

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley hereby return to regular session at 7:40 p.m.

**Carried
14-135**

RISE AND REPORT – There was no report.

8.0 BUDGET CONSIDERATIONS - None

9.0 COMMUNICATIONS/CORRESPONDENCE - None

10.0 NEW BUSINESS – None

10.1 Applications under Ontario Community Infrastructure Fund and Small Communities Fund

The Clerk Administrator explained that she applied for Armstrong Bridge under the OCIF program but there were no Township road or bridge projects that qualified under the Small Communities Fund. Not to waste the opportunity for funding, she made an application for ground mount solar installations under the green energy project type for 2/3s funding. If successful, the return on investment would be realized in only 3-4 years instead of the 8-10 years. The project needs to be completed within 5 years and did not require that the FIT contracted be awarded at this time.

11.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Gail Code
Seconded By: Peter Wagland

BE IT RESOLVED THAT By-law #2014-051 being a By-law to confirm the proceedings of Council at its meeting of September 23, 2014, be read a first, second and third time and finally passed in open Council.

**Carried
14-136**

12.0 ADJOURNMENT

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 7:44 p.m.

**Carried
14-137**

Reeve

Clerk Administrator



REPORT OF THE COMMITTEE OF THE WHOLE REPORT #11 CoW-October 7, 2014

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Canadian Diabetes Association Proclamation

"B" 1 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley proclaims November 14, 2014 as World Diabetes Day in the Township of Drummond/North Elmsley.

"A" 2. Noonan Road Closure Request

"B" 2. **BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley declares the portion of the public street right-of way located at the southwest corner of Drummond School Road and Drummond Conc 7 being Part of Lot 8, Con 6, Drummond as surplus to the Township's needs

AND FURTHERMORE THAT that the property be exempt from appraisal in accordance with Section 8(2) of Real Property Disposal By-law 2014-027.

"A" 3. Acquisition of Office Equipment

"B" 3. **BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to proceed with the acquisition of a photocopier/printer and a mailing system before the end of 2014;

AND FURTHERMORE THAT the expenditures be funded from reserves.

"A" 4. Guard Rails for Riverside Drive

"B" 4. **BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley approves a one-third financial contribution, estimated to be no more than \$30,000, for the installation of guard rails along Riverside Drive in the Town of Perth;

AND FURTHERMORE that this expenditure be funded from the year-end surplus or reserves if no surplus is realized.

All of which is respectfully submitted by:

Councillor Peter Wagland

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 14-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #11 COW-October 7, 2014 is hereby adopted this 14th day of October, 2014.

AUBREY CHURCHILL, REEVE

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2014-052

COSTELLO SITE PLAN AGREEMENT

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN CONTROL AGREEMENT**

BETWEEN

**1313257 Ontario Inc.
c/o Kevin J. Costello
4323 County Road 43 West
Smiths Falls, ON K7A 4S4**

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR #5
Perth, Ontario K7H 3C7**

Hereinafter called the "Corporation"

OF THE SECOND PART

WHEREAS pursuant to Section 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, a municipality may enter into a Site Plan Control Agreement with a property owners for the works described therein;

AND WHEREAS the Council of the Township of Drummond/North Elmsley has deemed it expedient to enter into a Site Plan Control Agreement with the Owner to control the orderly development of the Owner's lands;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Council of the Corporation of the Township of Drummond/North Elmsley agrees to enter into a Site Plan Control Agreement with the Owner in substantially the same form as per the attached Schedule "A".
2. That the Reeve and the Clerk of the Township are hereby authorized and directed on behalf of the Township of Drummond/North Elmsley to execute all documents and take whatever steps as may be required to give effect to this by-law.
3. That Schedule "A" attached hereto form part of this by-law.

Read a first, second and third time and passed this 14th day of October, 2014

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule “A” to By-law 2014-052
SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 14th day of October, 2014

BETWEEN

**1313257 Ontario Inc.
c/o Kevin J. Costello
4323 County Road 43 West
Smiths Falls, ON K7A 4S4**

Hereinafter called the Owner

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Hereinafter called the Corporation

OF THE SECOND PART

WHEREAS the Owner represents and warrants that he is the Owner of the lands described in Schedule A attached hereto (hereinafter called “**the said lands**”) which are the lands affected by this Agreement.

AND WHEREAS the Owner represents and warrants that there is no encumbrance on or against the said lands except a hydro easement and a mortgage in favour of The Royal Bank of Canada registered as instrument number LC747278.

AND WHEREAS the Owner wishes to undertake the development on the said lands in accordance with the Site Plan attached hereto as Schedule B hereinafter called the Site Plan.

AND WHEREAS the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands pursuant to Sections 41(7) and 41(10) of the *Planning Act RSO 1990 c. P.13* and the Reeve and Clerk have been authorized to complete this Site Plan Agreement (herein referred to as the “Agreement”) in accordance with the authority provided under By-law 2014-052

AND WHEREAS the Owner and the Corporation had entered into a previous Site Plan Agreement dated November 9, 2010, a Notice of which was registered as instrument number LC107677 (the “Previous Agreement”) with respect to the said lands.

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of two (\$2.00) Dollars (the receipt whereof by the Owner is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

LANDS

1. The lands affected by this Agreement are described in Schedule A attached hereto.
2. In this Agreement, the Owner shall include any owner of the said lands from time to time.

SCOPE OF WORK

3. The Owner shall construct the proposed development in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule “B” and the Future Site Plan, forming Schedule “C”, subject to the provisions contained herein. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan, and no site disturbance or site alteration shall occur other than what is shown on the Site Plan.

USE OF LANDS

4. An industrial plant described as a burial vault manufacturing facility and associated monument retail use and additions thereto in accordance with the Corporation’s Zoning By-law in effect at the time of development shall be a permitted use on the said lands.
5. Nothing in this Agreement shall be interpreted to exempt the Owner from complying and conforming to any provision of the Corporation’s Zoning By-law, including but not limited to all provisions regarding landscaped open space buffers.

DEVELOPMENT PROVISIONS

6. There shall be no outdoor commercial use or commercial storage permitted in the front yard. Any outdoor storage elsewhere on the lot shall be screened by vegetation or landscaping (which may include fencing) such that it is hidden from view from all exterior lot lines.
7. All outdoor storage of waste shall be screened in the same manner as specified in Paragraph 6.
8. The proposed office and storage building identified on Schedule “B” shall be clad in a naturally coloured material and is maintained uniformly.
9. All exterior lighting shall be placed to light the interior of the subject property only and oriented away from adjacent properties and public road allowances. No light standard or exterior lighting fixture located within 4.5 m of a boundary with a property that includes a residential use shall exceed a height of 4 m or be oriented to result in light spillage onto the residential lot.

10. All snow storage and removal shall take place on the said lands. On-site snow management activities shall not result in the placement or deposition of snow from the said lands onto either an abutting road allowance or an abutting property and shall not interfere with safe sight lines at road entrances or the fire routes identified on Schedule “B”.
11. Natural drainage patterns on the said lands shall not be altered such that additional run-off is directed onto neighbouring properties, compared to the pre-development condition of the property. Any required drainage works shall be installed and maintained to the satisfaction of the Township’s Chief Building Official.
12. There shall be no site alteration or development within the Regulated Areas defined by the Rideau Valley Conservation Authority, unless permits for such works are obtained from the Rideau Valley Conservation Authority and any conditions implemented.
13. All other areas on the Site Plan not otherwise intended for other use including all grassy areas shall be maintained in a neat and orderly condition with regular grass cutting as required, or maintained in a natural state.
14. The Owner shall be permitted to maintain or install a ground sign in the front yard provided that said signage is not backlit. External lighting of such signage, including gooseneck lighting, shall be permitted.
15. Notwithstanding the generality of Paragraph 3, nothing in this Agreement shall prevent the owner from establishing additional vegetative landscaping on the said lands, provided that it does not impede safe access or pose a health and safety concern.

ACCESS TO LANDS AND PARKING

16. The existing circular entrance to the said lands (identified as civic address number 4323) shall be maintained to the satisfaction of the County of Lanark.
17. All driveways identified on Schedule “B” and any fire routes shall be maintained in a passable condition and kept free and clear of any obstructions at all times.
18. All parking spaces and loading areas necessary to meet the minimum requirements of the Corporation’s Zoning By-law shall be shown on the plans and identified by the painting of lines and/or the use of signage or other markers as approved by the Corporation. Where the parking area is not hard surfaced, parking spaces shall be identified with the use of parking bumpers or other space identifiers of a design acceptable to the Corporation.
19. All regular parking spaces and barrier free parking spaces shall be designed to meet the minimum length and minimum width specifications under the Corporation’s Zoning By-law. Barrier-free spaces shall be signed to accepted standards to the satisfaction of the Corporation’s Chief Building Official.

FUTURE DEVELOPMENT OF SITE

20. The Owner may construct the “Future Proposed Warehouse” identified on Schedule “C” to the size and within the location indicated without need to amend this Agreement, provided that the building permit is issued within five (5) years of the registration of this Agreement (or an additional two (2) year window, with the written permission of Council) and provided the following conditions are implemented prior to the issuance of a building permit:
- a) The warehouse shall be clad and coloured in a similar manner to the associated new building described in Schedule “B.” For the purpose of mitigating the visual impact of a large continuous street facing wall, vertical architectural features shall be incorporated into the design.
 - b) Landscaping features shall be installed along the front lot line, excluding any driveway accesses to the property and shall consist either of a row of fast growing shrubs or trees planted at a height of at least one (1) metre and spaced at a minimum interval of every three (3) metres or a decorative fence constructed primarily of cedar planks or a reasonable facsimile.
 - c) Any permits and approvals pursuant to Paragraphs 22 through 26 shall be completed prior to the issuance of a building permit.
21. All plantings and landscaping identified in the foregoing paragraph shall be maintained in a healthy state to ensure a neat and orderly condition at all times. Any dead trees or shrubs shall be replaced within a reasonable time; usually the next available planting season.

PROSECUTION OF WORK

22. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation’s Planning Policies.
23. The Owner shall obtain any required permits from the County of Lanark prior to final occupancy permits being granted to the reconstruction of the primarily dwelling.
24. There shall be no installation or use of piped water or wastewater systems in the proposed buildings unless the proper permitting has been received from the Leeds, Grenville and Lanark District Health Unit.
25. The Owner shall obtain any permits that may be required by the Rideau Valley Conservation Authority.
26. The Owner, prior to the execution of this Agreement by the Corporation shall have paid any outstanding taxes to the Corporation.

27. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required by any other applicable government agency.

DEFAULT AND ENFORCEABILITY

28. Except where specifically provided for pursuant to Paragraph 20, failure by the Owner to complete the development in accordance with this Agreement within eighteen (18) months of the registration of this Agreement on title shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed, unless the Corporation and Owner agree in writing to an extension.
29. This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called such person) any rights against the Corporation with respect to the failure of such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to enforce its rights against any such person in the performance of the obligation.
30. (a) All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of, and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner.
- (b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to all other remedies available to it, the Corporation may arrange to complete such matters or things, and the Corporation may recover all expenses incurred in connection with this Agreement by civil action and/or by addition to the tax account and roll of the said property if entitled to do so. The Owner hereby authorizes the Corporation and its agents to enter upon the said lands in order to complete such matters or things.
31. (a) This Agreement shall be binding upon the Owner and his or her heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.
- (b) This Agreement may only be amended at any time with the written consent of the Corporation and the registered Owner of the said lands at the time of such amendment.
- (c) Schedules A, B and C form part of this Agreement.
- (d) This Agreement shall be read with any change of gender or number required by the context.
- (e) The headings in this Agreement are for convenience only and do not constitute part

of the terms of this Agreement.

REGISTRATION

32. The Owner hereby authorizes the Corporation to register this Agreement against the lands described in Schedule A at the expense of the Owner.

PREVIOUS AGREEMENT

33. The parties agree that the Previous Agreement is of no force and effect in respect to the said lands, as described in Schedule A and the Corporation is authorized to register a Release of the Previous Agreement, at the expense of the Owner, after this Agreement is registered against the lands described in Schedule A.

TRANSFERABILITY

34. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands and be binding upon the Owner and all future Owners of the said lands and all persons claiming any interest in the said lands.

NOTICES

35. Any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this Agreement. If notice is given by prepaid registered post, it shall be deemed given ten (10) days after the date of mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

1313257 ONTARIO INC.

Per:

Kevin Costello, President
(I have the authority to bind the Corporation)

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

Per:

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator
(We have authority to bind the Corporation)

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Part of the Lot 7, Concession 6
Geographic Township of North Elmsley,
Now Township of Drummond/North Elmsley, County of Lanark,
Designated as Part 1 on Plan 27R-417,
Being all of PIN 05234-0224**

**4323 County Road 43
Township of Drummond/North Elmsley
County of Lanark**

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2014-053

BRENNAN SITE PLAN AGREEMENT

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN CONTROL AGREEMENT**

BETWEEN

**Janet Brennan
119 Manor Way
Rideau Ferry, Ontario
K0G 1W0**

Hereinafter called the "Owner"

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR #5
Perth, Ontario K7H 3C7**

Hereinafter called the "Corporation"

OF THE SECOND PART

WHEREAS pursuant to Section 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, a municipality may enter into a Site Plan Control Agreement with a property owners for the works described therein;

AND WHEREAS the Council of the Township of Drummond/North Elmsley has deemed it expedient to enter into a Site Plan Control Agreement with the Owner to control the orderly development of the Owner's lands;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Council of the Corporation of the Township of Drummond/North Elmsley agrees to enter into a Site Plan Control Agreement with the Owner in substantially the same form as per the attached Schedule "A".
2. That the Reeve and the Clerk of the Township are hereby authorized and directed on behalf of the Township of Drummond/North Elmsley to execute all documents and take whatever steps as may be required to give effect to this by-law.
3. That Schedule "A" attached hereto form part of this by-law.

Read a first, second and third time and passed this 14th day of October, 2014

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule “A” to By-law 2014-053
SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 14th day of October, 2014

BETWEEN

**Janet Brennan
119 Manor Way
Rideau Ferry, Ontario
K0G 1W0**

Hereinafter called the Owners

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR5
Perth, ON K7H 3C7**

Hereinafter called the Corporation

OF THE SECOND PART

WHEREAS the Owner represents and warrants that she is the Owner of the lands described in Schedule A attached hereto (hereinafter called “**the said lands**”) which are the lands affected by this Agreement.

AND WHEREAS the Owner represents and warrants that there are no encumbrances on or against the said lands.

AND WHEREAS the Owner wishes to undertake the development on the said lands in accordance with the Site Plan attached hereto as Schedule B hereinafter called the Site Plan.

AND WHEREAS the said lands abut the Rideau Canal National Historic Site UNESCO World Heritage Site.

AND WHEREAS the Corporation’s Committee of Adjustment granted the Owner approval for development on the said lands subject to a condition that they enter into an agreement with the Corporation incorporating the terms set out herein.

AND WHEREAS the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands pursuant to Sections 41(7) and 41(10) of the *Planning Act RSO 1990 c. P.13* and the Reeve and Clerk have been authorized to complete this Site Plan Agreement (herein referred to as the “Agreement”) in accordance with the authority provided under By-law 2014-053.

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of two (\$2.00) Dollars (the receipt whereof by the Owner is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The lands affected by this Agreement are described in Schedule A attached hereto.
2. In this Agreement, the Owner shall include any owner of the said lands from time to time.

USE OF LANDS

3. The Owner shall construct the proposed development in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule B. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan, and no site disturbance or site alteration shall occur other than what is shown on the Site Plan.

DEVELOPMENT OF LANDS

4. There shall be no installation of windows, insulation or any other construction that would enclose the proposed screened porch and convert it into indoor living space. The maximum height of the covered porch shall be 5 m, measured from the average grade to the peak and it shall be clad in a naturally coloured material that is consistent in appearance with the existing dwelling and neighbourhood context.
5. Stormwater is to be managed on site such that roof runoff from the dwelling and the covered porch is captured and treated on-site (eavestroughs with outlets directed away from the lake, neighbouring properties and septic system and towards leaching or soak pits or rain barrels). It shall be demonstrated to the satisfaction of the Corporation's Chief Building Official (or designate) that site runoff is managed to result in no increase in runoff towards the lake or neighbouring properties.
6. With the exception of a maximum of 25% of shoreline frontage clearing for water access, a vegetated buffer shall be established and retained along the shoreline to a minimum depth of five metres (measured landward towards the rear of the property), with deeply rooted native vegetation. Within this buffer, the Owner agrees not to cut the grass or remove native vegetation.
7. New trees and buffering vegetation shall be planted as indicated on the plan attached hereto and maintained in a healthy condition.
8. Notwithstanding the generality of Paragraph 3, nothing in this Agreement shall prevent the Owner from undertaking typical domestic landscaping, provided that there shall be no additional footprint of any hardened surfaces within 30 metres of the high water mark, including porches, decks and patios, other than what is indicated on Schedule "B".

CONSTRUCTION

9. Prior to footings being poured on any structure, the Owner shall provide evidence to the Corporation that the structures are being properly placed as identified.
10. Sediment and erosion controls between the construction area and the water shall be installed prior to initiation of the work and shall remain in place until the site has been allowed to regenerate and vegetation re-established, as required by the Corporation's Chief Building Official.
11. Any excavated materials shall be disposed of well away from the water.

PERMITS

12. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
13. The Owner shall ensure that any permits required by the Rideau Valley Conservation Authority and Parks Canada for all in-water and upland works are received prior to the undertaking of same. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required by any other applicable government agency.

DEFAULT AND ENFORCEABILITY

14. If the Development construction has not commenced within twelve (12) months of the date of registration of this Agreement on title, the Corporation shall have the right to cancel this agreement on 10 days' notice to the Owner unless the period is extended by agreement.
15. Failure by the Owner to complete the development in accordance with this Agreement within twenty four (24) months of the registration of this Agreement on title shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed.
16. This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called such person) any rights against the Corporation with respect to the failure of such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to enforce its rights against any such person in the performance of the obligation.
17. (a) All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of, and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner.

- (b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to all other remedies available to it, the Corporation may arrange to complete such matters or things, and the Corporation may recover all expenses incurred in connection with this Agreement by civil action and/or by addition to the tax account and roll of the said property if entitled to do so. The Owner hereby authorizes the Corporation and its agents to enter upon the said lands in order to complete such matters or things.
18. (a) This Agreement shall be binding upon the Owner and his or her heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.
- (b) This Agreement may only be amended at any time with the written consent of the Corporation and the registered Owner of the said lands at the time of such amendment.
- (c) Schedules A and B and C form part of this Agreement.
- (d) This Agreement shall be read with any change of gender or number required by the context.
- (e) The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.

REGISTRATION

19. The Owner hereby authorizes the Corporation to register this Agreement against the lands described in Schedule A at the expenses of the Owner.

TRANSFERABILITY

20. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands and be binding upon the Owner and all future Owners of the said lands and all persons claiming any interest in the said lands.

NOTICES

21. Any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this Agreement. If notice is given by prepaid registered post, it shall be deemed given ten (10) days after the date of mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED & DELIVERED

In the presence of:

*

Witness

)
)
)
)
)

*

Janet Brennan

CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Per:

Cindy Halcrow, Clerk Administrator

Aubrey Churchill, Reeve

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Part of Lot 20, Concession 5
Described as RP 27R-8641 Part 1
Geographic Township of North Elmsley,
now Township of Drummond/North Elmsley, County of Lanark,**

**119 Manor Way
Geographic Township of North Elmsley
Township of Drummond/North Elmsley**

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2014-054

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting held on October 14, 2014 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 14th day of October 2014.

Reeve

Clerk Administrator