



## TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#5 Council Meeting, March 10, 2015

# AGENDA

### **COUNCIL – CALL TO ORDER 5:00 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. 2015-011*

### **MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.**

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Township of Drummond/North Elmsley
#04 Council Meeting of February 17, 2015
Township Council Chambers

MINUTES

Call to Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present: Council: Reeve, Deputy Reeve, Councillor, Councillor, Councillor, Aubrey Churchill, Gail Code, Steve Fournier, George Sachs, Ray Scissons
Staff: Clerk Administrator, Deputy Clerk, Cindy Halcrow, Cathy Ryder

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 February 10, 2015

Moved By: Gail Code
Seconded By: Ray Scissons

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 February 10, 2015 as circulated.

Carried
15-027

1.1 Closed Session Minutes of February 10, 2015

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Closed Meeting of February 10, 2015 as circulated.

Carried

15-028

**2.0 ADDITIONS & APPROVAL OF AGENDA**

**2.1 Approval of Agenda**

**Moved By: Gail Code**  
**Seconded By: Ray Scissons**

**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 February 17, 2015 as presented.

**Carried**  
**15-029**

**3.0 DELEGATIONS/PUBLIC MEETINGS - None**

**4.0 COMMITTEE & BOARD REPORTS – No Report**

**5.0 BY-LAWS - None**

**6.0 RESOLUTIONS/NOTICE OF MOTIONS**

**6.1 2014 Annual Landfill Report - Resolution**

**Moved By: Steve Fournier**  
**Seconded By: George Sachs**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley adopts the 2014 Annual Monitoring Report for Code Road Waste Disposal Site (Certificate of Approval No. A451101) prepared by McIntosh Perry to be submitted to the Ministry of Environment and Climatic Change (MOCC) for their annual review.

**Carried**  
**15-030**

**7.0 CLOSED SESSION - None**

**8.0 BUDGET CONSIDERATIONS - None**

**9.0 COMMUNICATIONS/CORRESPONDENCE - None**

**10.0 NEW BUSINESS - None**

**11.0 CONFIRMATION OF COUNCIL PROCEEDINGS**

**Moved By: Steve Fournier**  
**Seconded By: George Sachs**

**BE IT RESOLVED THAT By-law #2015-013** being a By-law to confirm the proceeding of Council at its meeting of Tuesday, February 17, 2015, be read a first, second and third time and finally passed in open Council.

**Carried**  
**15-031**

**12.0 ADJOURNMENT**

**Moved By: George Sachs**  
**Seconded By: Steve Fournier**

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

Adjourned at 5:05 p.m.

**Carried**  
**15-032**

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**Aubrey Churchill, Reeve**

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**Cindy Halcrow, Clerk Administrator**



**REPORT OF THE COMMITTEE OF THE WHOLE  
REPORT #1 CoW-FEBRUARY 17, 2015**

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 Drummond School Road Tender

“B” 1 **THAT the Council of the Corporation of the Township of Drummond/North Elmsley** accepts the tendered price from Crains’ Construction Ltd. of \$639,979.50 (plus applicable taxes) for the Drummond School Road Reconstruction Tender 2015-01 and;

**FURTHERMORE THAT** the Council of the Township of Drummond/North Elmsley gives the Reeve and Clerk Administrator the authority to sign all pertinent documentation with Crains’ Construction Ltd. for the Drummond School Road Reconstruction Tender 2015-01.

“A” 2. Building Contract for Services – K. McRae

“B” 2. **THAT the Council of the Corporation of the Township of Drummond/North Elmsley** authorizes a contract with Kyle McRae, for casual building inspection services.

All of which is respectfully submitted by:

\_\_\_\_\_  
Councillor Steve Fournier

**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 #: 15-\_\_\_\_\_

Moved and Seconded by:

\_\_\_\_\_  
Moved By

\_\_\_\_\_  
Seconded By

**BE IT RESOLVED THAT**, Report #1 CoW-February 17, 2015 is hereby adopted this tenth day of March, 2015.

\_\_\_\_\_  
**AUBREY CHURCHILL, REEVE**

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

**BY-LAW NO. 2015-014**

**MCCREARY'S BEACH SITE PLAN AGREEMENT**

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

**BETWEEN**

**1898349 ONTARIO LTD  
c/o McCreary's Beach Resort  
111A Garrison Village Drive, Suite 205  
Niagara on the Lake, Ontario L0S 1J0**

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

SITE PLAN CONTROL AGREEMENT: MCCREARY'S BEACH RESORT  
155 MCCREARY'S BEACH ROAD, PT LOTS 19, CON 8, DRUMMOND

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 10<sup>th</sup> day of March, 2015

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Aubrey Churchill, Reeve

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Cindy Halcrow, Clerk Administrator

SITE PLAN CONTROL AGREEMENT: MCCREARY'S BEACH RESORT  
155 MCCREARY'S BEACH ROAD, PT LOTS 19, CON 8, DRUMMOND

**Schedule "A" to By-law 2015-014**

**SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT made this 10<sup>th</sup> day of March 2015**

**BETWEEN**

**1898349 ONTARIO LTD  
c/o McCreary's Beach Resort  
111A Garrison Village Drive, Suite 205  
Niagara on the Lake, Ontario  
L0S 1J0**

Hereinafter called the Owner

**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 it 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.

**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.

**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:

SITE PLAN CONTROL AGREEMENT: MCCREARY'S BEACH RESORT  
155 MCCREARY'S BEACH ROAD, PT LOTS 19, CON 8, DRUMMOND



**LANDS**

1. The lands affected by this Agreement are described in Schedule A attached hereto.
2. In this Agreement, the Owner shall include any future 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 all other schedules. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan.

**USE OF LANDS**

4. Tourist commercial uses in accordance with the Corporation's Zoning By-law shall be permitted on the said lands, including uses accessory thereto.
5. There shall be no permanent year-round residential inhabitation on the said lands, except for an accessory dwelling house in accordance with the Corporation's Zoning By-law and as shown on the Site Plan.

**DEVELOPMENT OF LANDS**

6. Park model homes, trailers, recreational vehicles and other structures shall be built, installed, placed or otherwise developed in general conformity with the layout specified on the Site Plan.
7. Notwithstanding the generality of Paragraph 6, and pursuant to Paragraph 15 the following minimum waterbody setbacks shall be maintained for the following units:

- 226 Lakeview Village Cres: 9.02 m
- 224 Lakeview Village Cres: 10.13 m
- 222 Lakeview Village Cres: 5.12 m
- 220 Lakeview Village Cres: 3.12 m
- 218 Lakeview Village Cres: 4.83 m
- 216 Lakeview Village Cres: 4.48 m
- 214 Lakeview Village Cres: 6.07 m
- 212 Lakeview Village Cres: 8.23 m
- 210 Lakeview Village Cres: 10.65 m
- 208 Lakeview Village Cres: 13.67 m

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158 McCreary's Beach Rd: 17.70 m  
156 McCreary's Beach Rd: 18.07 m  
154 McCreary's Beach Rd: 21.35 m  
152 McCreary's Beach Rd: 29.25 m  
300 Lakeview Terrace Lane: 24.89 m  
302 Lakeview Terrace Lane: 20.49 m  
304 Lakeview Terrace Lane: 18.06 m  
306 Lakeview Terrace Lane: 17.61 m  
308 Lakeview Terrace Lane: 14.01 m  
310 Lakeview Terrace Lane: 11.15 m  
312 Lakeview Terrace Lane: 12.24 m  
314 Lakeview Terrace Lane: 14.70 m  
316 Lakeview Terrace Lane: 16.10 m  
317 Lakeview Terrace Lane: 26.82 m

8. Prior to May 1, 2015, two of the ten park models located along the shoreline in Lakeview Village shall be removed from that location and relocated off site or to an alternative location a minimum of 30 metres from the shore of Mississippi Lake. All remaining units on Lakeview Village Crescent shall be numbered and placed as indicated on the inset to Schedule "B" described as "Conceptual Layout with 8 Park Models."
9. The Owner acknowledges and agrees that any replacements or alterations to structures associated with the units referenced in Paragraph 7 above shall be in keeping with the minimum setbacks identified and that any further encroachment on the waterbody setback can only be accommodated through an amendment to this Agreement and approval of any zoning relief that will be required.
10. The Owner further acknowledges that all proposed and future development on the said lands shall comply with all of the Corporation's zoning policies, including all setback requirements and that any relief that may be required is received prior to construction, placement or development.
11. There shall be a minimum separation distance of 3 metres between all proposed seasonal dwellings. This minimum separation distance shall also include all porches, decks and other attached structures built above grade.

## **GRADING AND DRAINAGE**

12. Prior to the execution of this Agreement, the Owner shall construct and maintain a shallow drainage swale along the northern property line, as indicated on Schedule "B" to intercept any run-off that may otherwise be directed onto the neighbouring residential property. The swale shall terminate in a soaker pit, French drain or other feature installed to delay water in reaching the lake.

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13. Further to the works prescribed, the Owner acknowledges and agrees that pre-development drainage patterns shall not be altered as a result of the development of the subject lands such that additional run-off is directed into the lake or onto neighbouring properties. For the purposes of this section, "pre-development" shall refer to the subject lands and condition thereof prior to November 30, 2014.
14. The Owner shall manage the stormwater on the site, through eaves troughing or soaker pits or other works as may be required during development of the lands to ensure that any runoff will be directed away from the units, other units, neighbouring properties, the lake or the roads.
15. With the exception of what is specifically identified on the Site Plan, there shall be no additional footprint of any hardened surfaces within 30 metres of the high water mark, including structures, porches, decks, patios and driveways.
16. The Owner shall apply best management practices for sedimentation and erosion control during construction and upon completion of the project, which shall include the stabilization and revegetation of all exposed soils or new grading changes, to the satisfaction of the Mississippi Valley Conservation Authority.

#### **WORKS IN THE SHORELINE AREA**

17. Provided that the appropriate approvals are received from all applicable government agencies, three communal docks and eight private docks may be installed that connect to the shoreline as per the Site Plan. Subject to the aforementioned approvals, any of these docks may be relocated to a different location on the subject lands without amendment to this Agreement or Schedule, provided that access is provided as per Paragraph 19 and if such relocation affects an area designated for shoreline naturalization, an equivalent area is naturalized in accordance with Paragraph 20.
18. The Owner acknowledges and agrees that any future marine facilities not hereto described may only be permitted through an amendment to this Agreement and approval of any zoning relief that may be required.
19. Access to the docks referenced in Paragraph 17 above shall be provided as per the paths indicated on the Site Plan and shall be constructed of a loose top granular or permeable paving surface in order to minimize run-off into Mississippi Lake.
20. With the exception of shoreline frontage clearings totaling no more than 9 metres to allow for access to the docks referenced in Paragraph 17 above, a vegetated buffer shall be established and maintained between the concrete boat launch and the northern

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property boundary to a minimum depth of three metres (measured landward to the rear of the property), with deeply rooted native shrubs. This planting shall be done to the satisfaction of the Mississippi Valley Conservation Authority. Nothing in this agreement shall prevent the Owners from establishing additional natural planting areas on the subject lands.

#### **LANDSCAPING AND BUFFERING**

21. The Owner shall plant a row of evergreen trees along all lot boundaries shared with a property that includes a residential use. The shrubs or trees shall be planted at a height of at least one and a half (1.5) metres in height and planted at a minimum interval of every two (2) metres. These plantings shall be completed by May 30<sup>th</sup> 2015.
22. All vegetation, grassed areas and landscaping identified on the Site Plan 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.
23. Grassed areas shown on the Plan and all other areas adjacent to existing dwelling units that are not otherwise intended for other uses shall, as a minimum, be seeded and maintained to ensure adequate growth by the end of the first growing season, failing which or as an alternative, grade A nursery sod shall be laid.
24. Notwithstanding the generality of Paragraph 3, nothing in this Agreement shall prevent the owner from establishing vegetative landscaping on the said lands.

#### **STORAGE OF OBJECTS AND REFUGE**

25. Refuse storage and collection shall be the responsibility of the Owner. All garbage shall be stored in enclosed metal containers which shall be screened by fencing and/or hedging on all sides and in accordance with the Corporation's Zoning By-law. Refuse shall be deemed to include, but shall not be limited to, recyclables and food and cooking waste. Further, there shall be no objects or vehicles stored in any yard, except in accordance with the applicable provisions of the Corporation's Zoning By-law.
26. The maintenance and storage area identified on Schedule "B" shall be screened by vegetation or other landscaping features (which may include fencing) installed in the same timeframe as described in Paragraph 21 so that it is hidden from view of all exterior lot lines.
27. All boats, recreational vehicles, snowmobiles, sea-dos and other similar vehicles shall only be stored in locations identified on the Site Plan.

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**LIGHTING**

28. All exterior lighting shall be placed to light the interior of the subject property only and oriented away from adjacent properties and public and private 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.

**PARKING**

29. The parking spaces identified on the Site Plan, including the accessible parking spaces, shall be covered with a gravel surface and shall be of sufficient size to meet the requirements of the Corporation's Zoning By-law.

**ROAD NAMING AND IDENTIFICATION**

30. Every travelled street shall be named as identified on the Site Plan and to the satisfaction of the Corporation and the Lanark County Emergency Services Coordinator. In the event that a new street is constructed or an existing street is renamed, the street shall be named to the satisfaction of the Corporation and the Lanark County Emergency Services Coordinator.
31. At every intersection between two or more streets, the Owner shall install and maintain, to the satisfaction of the Corporation and the Lanark County Emergency Services Coordinator, clear signage indicating the name and numbering sequence for each road.

**SITE NUMBERING**

32. Each individual dwelling unit shall be assigned a Civic Number that is consistent with the Site Numbering Plan.
33. Signs shall be installed on each dwelling unit in a prominent location identifying its Civic Address, as shown on Schedule B. The signs shall be made of reflective material such that they are easily visible during low light periods.

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## **WATER AND SEWER SERVICES**

34. The Owner shall fulfill all conditions required by the Ministry of the Environment as noted in their Environmental Compliance Approval issued June 24, 2014.
35. The Corporation accepts no responsibility for the approvals, construction, care, maintenance and replacement of the on-site water and wastewater systems and the Owner acknowledges that the construction, care, maintenance and replacement of these service connections, throughout their entire lifespan will remain the responsibility of the Owner.
36. The Owner accepts full responsibility for approvals, construction, care, maintenance and replacement of all on-site servicing of the subject lands.
37. The Owner agrees to provide the Corporation a copy of the Environmental Compliance Approval when it is received and any subsequent monitoring or documentation that may be required by the MOE.

## **EMERGENCY SERVICES**

38. The Owner shall not be required to provide winter maintenance services including the removal of snow on the subject lands however the Owner acknowledges that should he or she choose not to provide such services then access for emergency services may be impeded and the Corporation shall be held blameless for any damages resulting from any emergency.
39. Notwithstanding the generality of the foregoing paragraph, the Owner agrees to provide clear access to within 45 metres of the Main Office (as identified on the Site Plan) during the operation of the site.
40. The Owner may retain a gate at the Main and the Secondary Entrance identified on the Site Plan provided that the gate shall be constructed and maintained such that it can be opened or traversed if required by emergency services.

## **FINANCIAL REQUIREMENTS**

41. The Owner agrees to give or cause to be given to the Corporation a performance guarantee deposit in the form of a sum in cash or a letter of credit from a chartered bank or other financial institution acceptable to the Corporation's Treasurer in the amount of Ten Thousand Dollars (\$10,000) which is based on the estimated cost of site works exclusive of any costs related to the Site Plan Control or Minor Variance planning application deposits.

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42. In the event that the Corporation finds it necessary to draw on the performance guarantee, it may access as much of the performance guarantee as necessary to recover the costs of completing any portion of the works encompassed by the guarantee as provided for herein and this shall include any legal costs associated with accessing or defending access to the funds.
43. The Performance Guarantee may be used by the Corporation, as set out herein:
  - a. For the installation of a drainage swale as per Paragraph 12
  - b. For the establishment of a vegetated buffer as per Paragraph 20 after May 30<sup>th</sup> 2015,
  - c. For the planting of a row of evergreen trees abutting residential lot lines as per Paragraph 21 after May 30<sup>th</sup> 2015,
  - d. For the screening of the maintenance and storage area as per Paragraph 26 after May 30<sup>th</sup> 2015, or
  - e. For the removal of two park model homes from the water side of Lakeview Village Crescent as per Paragraph 8 after May 30<sup>th</sup>, 2015.
44. Prior to using any of the Performance Guarantee, the Corporation shall provide the Owner with a written notice of intent delivered by hand, courier or transmission of a facsimile or by registered mail not less than seven calendar days prior to use of the funds and the Owner agrees that the Corporation may, at any time after having given said notice, authorize the use of all or part of any Performance Guarantee.
45. The Performance Guarantee or any unused portion thereof shall be returned or released to the Owner without interest upon completion of all of the works as provided for and described in this Agreement, and inspections by the Chief Building Official and the Planner or alternates, as deemed appropriate by the Corporation, and written confirmation from the inspecting staff member(s) that the works have been completed to accepted practices and standards.

## PERMITS

46. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies. The Owner agrees that no new building permits shall be issued for development on the said lands until such time that this Agreement is registered on title.
47. Pursuant to Ontario Regulation 153/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" the Owner shall receive, when required, written permission from the Mississippi Valley Conservation Authority for any development or fill placement (including excavations, stockpiling and site grading)

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within the 1:100 year flood plain and Regulation Limit of the Lake. This shall include the placement of new and replacement-park model homes in addition to any fill placement for roads and gravel pads and driveways within MVCA regulated areas.

48. The Owner shall ensure that any permits required by Mississippi Valley Conservation, the Ontario Ministry of the Environment and any other applicable agencies have been approved prior to commencing construction.
49. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required pursuant to any other municipal, provincial or federal requirement.
50. The Owner acknowledges that a portion of the subject lands are within an area at risk of flooding and the Owner agrees to follow all best management practices including but not necessarily limited to the provisions contained in this Agreement. The Owner further acknowledges that any development on the subject lands is at his own risk and agrees that the Township shall not be held liable for any damages relating to water.

#### **DEFAULT AND ENFORCEABILITY**

51. Except where alternative timeframes are otherwise provided for in this Agreement, failure by the Owner to complete the development in accordance with this Agreement within twelve (12) 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.
52. 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.
53. All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of, and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner, and in default thereof, and without limiting other remedies available to the Corporation, the provisions of Sections 444 to 446 (inclusive) of the *Municipal Act*, 2001, S.O. 2001, chapter 25.
54. 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,

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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.

55. 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.
56. 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.
57. Schedules A and B form part of this Agreement.
58. This Agreement shall be read with any change of gender or number required by the context.
59. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
60. If any one portion of this Agreement is declared null and void or considered by a Court to be unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force.

#### **REGISTRATION**

61. This Agreement shall be registered by the Owner at his expense against the title of the said lands as described in Schedule "A."

#### **TRANSFERABILITY**

62. 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**

63. 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.

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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**1898349 ONTARIO INC.**

**Per:**

\_\_\_\_\_  
Keith Turner, President

I have authority to bind the Corporation

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

**Per:**

\_\_\_\_\_  
Aubrey Churchill  
Reeve

\_\_\_\_\_  
Cindy Halcrow  
Clerk Administrator

SITE PLAN CONTROL AGREEMENT: MCCREARY'S BEACH RESORT  
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## **SCHEDULE A**

### **DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES**

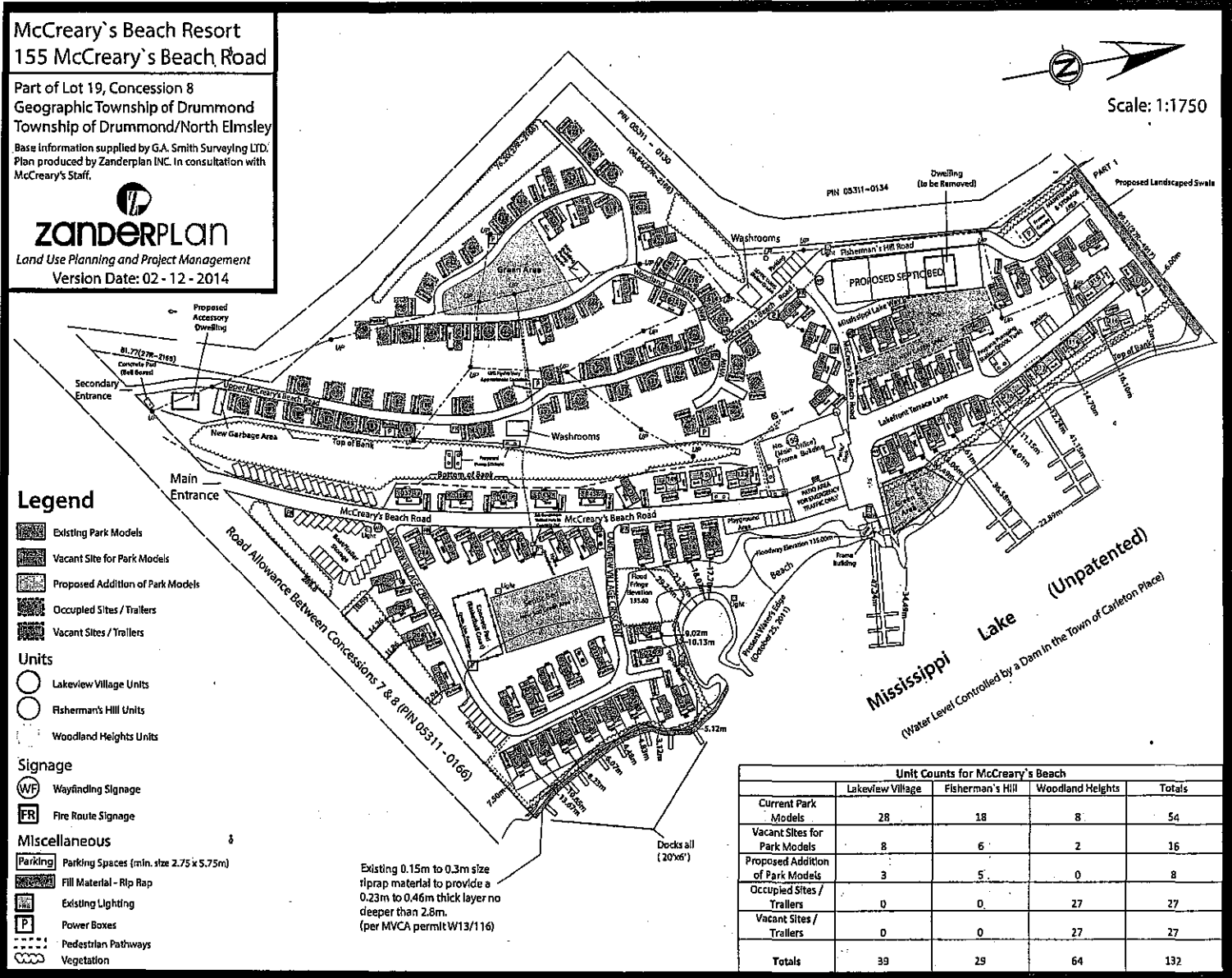
**Part of the Lot 19, Concession 8  
Geographic Township of Drummond,  
As in RS97072; S/T & TW RS97072; S/T RS172252,  
Being all of PIN 05311-0209 (LT)**

**155 McCreary's Beach  
Township of Drummond/North Elmsley  
County of Lanark**

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# SCHEDULE B

## SITE PLAN



The original can be viewed at the Township of Drummond/North Elmsley municipal office at 310 Port Elmsley Road, R. R. #5, Perth, Ontario K7H 3C7.

SITE PLAN CONTROL AGREEMENT: MCCREARY'S BEACH RESORT  
155 MCCREARY'S BEACH ROAD, PT LOTS 19, CON 8, DRUMMOND

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

**BY-LAW NO. 2015-015**

**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 March 10, 2015 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 10th day of March, 2015

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Aubrey Churchill, Reeve

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Cathy Ryder, Deputy Clerk