



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#6 Council Meeting, March 22, 2016

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
#5 Council Meeting of Tuesday, March 8, 2016
Township Council Chambers

Minutes

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

Present:

Council:

Reeve	Aubrey Churchill
Deputy Reeve	Gail Code
Councillor	Steve Fournier
Councillor	George Sachs
Councillor	Ray Scissons

Staff:

Clerk-Administrator	Cindy Halcrow
Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now.

- 1.0 Minutes**
- 1.1 Regular Minutes of February 9, 2016**

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 Regular Meeting of February 9, 2016, as circulated.

Carried
16-029

- 2.0 Approval Of Agenda**
- 2.1 Approval of Agenda**

Moved By: Steve Fournier
Seconded By: George Sachs

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 March 8, 2016 as circulated.

Carried
16-030

- 3.0 Delegations - None**

4.0 Committee & Board Reports

4.1 Committee of the Whole Report to Council

- **February 9, 2016**

Deputy Reeve Gail Code presented and read Report #3 CoW-February 9, 2016 to Council on behalf of the Committee of the Whole.

“A” 1 200 Kilometers for 200 Years

“B” 1 **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley recognizes the 200km for 200 years as a Township event celebrating the 200th Anniversary celebrations, and

FURTHERMORE THAT:

- The Township will float expenses related to the event if required;
- Permit the use of Township resources and property during the event;
- Karl Grenke be appointed as the representative from the 200th Anniversary Committee to assist during the 200km for 200 years event.

“A” 2. **Ontario Building Officials Association – Sponsorship Opportunity**

“B” 2. **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley does hereby authorize a \$1000 Silver Sponsorship to the Ontario Building Officials Association for its 60th Annual Meeting and Training Sessions.

“A” 3. **Waste Collection Contract**

“B” 3. **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley approve the changes to the existing Solid Waste Collection Contract 2014-01 with Glenview Iron and Metal to include all the duties and responsibilities of the Blue Box Recycling Collection Contract; and

FURTHERMORE THAT the Reeve and Clerk Administrator are authorized to sign the Addendum No.1 for the Solid Waste Collection Contract 2014-01 between the Township of Drummond/North Elmsley and Glenview Iron and Metal.

“A” 4. **2015 Surplus and Status of Reserves**

“B” 4. **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley approves a new reserve called Legal and transfers to reserves as follows:

Roads-Bridges	\$ 44,575
Environment	\$ 32,674
Roads-Winter Control	\$ 18,500
Legal (New Reserve)	\$ 30,000

“A” 5. 2016 Dog Tag Sale Options

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports discontinuing door-to-door dog tag sales and provide dog tags for sale at the Municipal Office.

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Report #3 CoW-February 9, 2016 is hereby adopted this eighth day of March 2016.

Carried
16-031

5.0 BY-LAWS

5.1 2016-010 MacPhail Zoning By-law Amendment

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law 2016-010 being a By-law to amend By-law No. 2012-060 of the Township of Drummond/North Elmsley for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands and entitled “MacPhail Zoning By-law Amendment, be read a first, second and third time and finally passed in open Council.

Carried
16-031

6.0 RESOLUTIONS/NOTICE OF MOTIONS - None

7.0 CLOSED SESSION - None

8.0 COMMUNICATIONS/CORRESPONDENCE - None

9.0 UNFINISHED BUSINESS - None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2016-011 being a By-law to confirm the proceedings of Council at its meeting of March 8, 2016, be read a first, second and third time and finally passed in open Council.

Carried
16-033

11.0 Adjournment

Moved By: Gail Code
Seconded By: Ray Scissons

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

Adjourned at 5:08 p.m.

Carried
16-034

Reeve

Clerk Administrator

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

BY-LAW NO. 2016-012

COMMITTEE/BOARD APPOINTMENT AND REMUNERATION BY-LAW

A BY-LAW TO APPOINT OFFICIALS AND TO AFFIX THE REMUNERATION OF EACH WHERE APPLICABLE.

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 pursuant to Section 283(1), of the Municipal Act 2001 S.O. 2001 c.25, Councils of a municipality may pass by-laws to pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS pursuant to Section 283(2), of the Municipal Act 2001 S.O. 2001 c.25, a municipality may only pay the expenses of the members of its Council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if,

- (a) the expenses are actually incurred and if,
- (b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred.

THEREFORE BE IT RESOLVED THAT the Council of the Township of Drummond/North Elmsley enacts as follows:

1. That the persons named in the attached Schedule "A" to this by-law be appointed for the term of Council to the various positions named in the said schedule.
2. That the rate of remuneration for these positions be as stated on the attached Schedule "A".
3. That the allowable expenses for these positions in performance of duties be as stated on the attached Schedule "B".
4. That the attached Schedule "C" is the Township "Travel Expense Claim" form for Council and Committee members to be submitted for the reimbursement of seminar and conference expenses incurred.
5. That the attached Schedule "D" to the Township "Mileage Expense Claim" form to be submitted for the reimbursement of mileage expenses incurred.

- 6. That the attached Schedule “E” to the Township “Committee Meeting Expense Claim” form to be submitted for payment of per diem claims for committee meeting attended.
- 7. That the attached Schedule “F” to the Township “Committee of Adjustment Expense Claim” form to be submitted for payment of per diem claims and mileage for committee meeting attended.
- 8. Schedules “A to F” attached hereto, form part of this by-law.
- 9. That By-law 2014-068 shall be and is hereby repealed.

- 10. That this by-law shall take effect as of the date of passage.

Read a first, second and third time and finally passed this 22 day of March 2016.

Aubrey Churchill Reeve

Cindy Halcrow, Clerk Administrator

SCHEDULE "A" to By-law No. 2016-012

COMMITTEE	REMUNERATION	NAME
TOWNSHIP COMMITTEES/BOARDS		
Committee of Adjustment	\$35 fee per application Mileage \$75.00 per site visit	Ken Fournier Julie Stewart Ray Scissons
	Employee-Secretary Employee-Alternate Secretary Employee-Alternate Secretary	Karl Grenke Cindy Halcrow Cathy Ryder
Conservation Authorities RVCA MVCA	Paid by RVCA Paid by MVCA	Ray Scissons Gail Code
200th D/NE Anniversary Committee	Employee Mileage Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference)	Karl Grenke Gail Code Barrie Crampton Karen Hunt Muriel Hopper Linda Myers Rob Campbell Maureen Armstrong
200th Joint Anniversary Committee	Mileage + Compensation Employee	Gail Code Karl Grenke (alternate)
Drug Strategy Committee	Mileage + Compensation	Steve Fournier
Drummond/North Elmsley Tay Valley Fire Rescue Board	Mileage Mileage Mileage	Aubrey Churchill Gail Code Ray Scissons
Environmental Initiatives Committee	Mileage Mileage Employee Employee	George Sachs Iris Doran Scott Cameron Cathie Green

SCHEDULE “A” to By-law No. 2016-012

Fence Viewers <ul style="list-style-type: none"> • Drummond Ward • North Elmsley Ward 	\$25.00 per hour (\$50.00 minimum per visit)	Stuart McIntosh Francis Malloy John Leeflang Winston Porter
Livestock Valuers	\$65.00 per visit	Paul Hauraney Stuart McIntosh Clare Porter (alternate) Ross Creighton (alternate)
Municipal Control Group (Emergency Management)	Mileage Mileage	Aubrey Churchill Gail Code (alternate)
Mississippi Lake Advisory	Employee	Karl Grenke
Mississippi Lake Planning	Mileage + Compensation	Gail Code
Perth & District Union Public Library Board	Mileage Compensation Compensation	George Sachs Ted Parkinson John Kalbfleisch
Rideau Corridor Landscape Committee	Mileage + Compensation Employee	Aubrey Churchill Karl Grenke
Rideau Heritage Route Tourism Association	Employee	Cindy Halcrow

**Mileage as per Township rate

**Meeting compensation = \$75.00 Half Day / \$150.00 Full Day

SCHEDULE "B" to By-law No. 2016-012

DEFINITIONS:

Conference or convention – a multi-day event approved by Council requiring overnight accommodation

Seminar – generally a single day information event, usually within driving distance and may include overnight accommodation

Training Courses – Council authorized employee development course requiring the payment of a tuition fee to an accredited instructional or institutional facility and as described in the Employment By-law.

- 1. Conference/Convention/Workshops expenses for members of Council, Officers and Employees of the corporation shall be as follows:
 - a) Daily food allowance - *maximum* \$80.00
 - Breakdown:* \$20.00 Breakfast
 - \$25.00 Lunch
 - \$35.00 Dinner
 - b) Travel expenses to and from the conference or convention by commercial carrier (substantiated by a receipt) or by personal vehicle at the rate currently adopted by the County of Lanark
 - c) Transportation by taxis while there.
 - d) Conference /convention/workshop fees
 - e) Accommodation
 - f) Remuneration for each day of attendance at any conference, convention or workshop authorized by Council shall be as follows:
 - The employee’s regular daily rate of pay exclusive of overtime
 - Other committee/board members, exclusive of members of Council, shall be \$75.00 per day.
 - Members of Council as per the Council Remuneration And Expense By-Law
 - g) Vehicle Parking Expenses
- 2. Seminar expenses for members of Council, Officers and Employees of the .Corporation shall be as follows:
 - a) Daily food allowance
 - b) Travel expenses to and from the seminar location by personal vehicle at the rate currently adopted by the County of Lanark
 - c) Seminar fees

SCHEDULE “B” to By-law No. 2016-012

- d) Accommodation as authorized
 - e) Remuneration for each day of attendance at any seminar authorized by Council shall be as follows:
 - The employee’s regular rate of pay
 - Other committee or board members, exclusive of members of Council, shall be \$75.00 per day.
 - Members of Council as per the Council Remuneration And Expense By-Law
 - f) Vehicle Parking Expenses
3. Training expenses for Officers and Employees of the Corporation shall be as described in the Township Employment By-law.
4. Mileage for personal vehicles in performance of duties as assigned by Council or as authorized by the Department Head shall be at the rate currently adopted by the County of Lanark.

SCHEDULE "C" to By-law No. 2016-012
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
CONFERENCE/SEMINAR EXPENSE & TRAVEL CLAIM

Name: _____

Address: _____

Convention: _____

Dates: _____

Transportation: Mileage: Total Km _____ @ Km Rate* = _____

Other transportation Costs (please specify, ie. train, taxi):

Accommodation: _____

Meals (\$80.00 daily conference allowance):

Seminars:	\$20.00	Breakfast	_____
	\$25.00	Lunch	_____
	\$35.00	Dinner	_____

Honorarium: \$75.00 per half day / \$150.00 per full day _____

Registration Fees: _____

Other Expenses (please specify):

Total Expenditures _____

Less Advances Received _____

Total Now Claimed _____

Date: _____ Signature: _____

Approved: _____

"RECEIPTS MUST BE ATTACHED TO THIS CLAIM"

** The rate per Km shall be the rate currently adopted by the County of Lanark.*

SCHEDULE "E" to By-law No. 2016-012

EXTERNAL MEETING CLAIM FORM

The following member (Name) _____
 Certifies by signing their respective name hereto, that they attended a meeting(s) on the date(s) shown and are entitled to per diem(s) and mileage allowance unless otherwise

Name of Meeting	Date of Meeting	Kilometers Traveled	Honourarium \$75 Half day \$150 Full Day

Total Km _____ @ .48/Km Rate* = _____

Total Meetings _____ @ \$75 Half day Total Meeting @ \$150 Full Day _____

Total Meeting Expense = _____

Total Expense Submitted: _____

Councillor's Signature: _____

Clerk's Signature: _____

Approval Date: _____

SCHEDULE "F" to By-law No. 2016-012

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

COMMITTEE OF ADJUSTMENT EXPENSE CLAIM

COMMITTEE MEMBER: _____

APPLICATION NUMBER: _____

APPLICANT'S NAME: _____

MILEAGE

Site Visit date: _____ Km x * = _____

_____ x \$75.00 = _____

Additional Site Visit date: _____ Km x *= _____

_____ x \$75.00 = _____

MEETING

Public Meeting: Date _____ x \$35.00= _____

Additional Public Meeting if required: Date _____ x \$35.00= _____

Total Expense

\$ _____

Date Submitted: _____ Signature : _____

Approved by: _____

* The rate per Km shall be the rate currently adopted by the County of Lanark.

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

BY-LAW NO. 2016-013

COMPLAINT PROTOCOL

BEING A BY-LAW TO ADOPT AN COMPLAINT PROTOCOL

WHEREAS, Section 5 (3) of the Municipal Act 2001 S.O. Chapter 25 states that the powers of a municipality shall be exercised by by-law;

AND WHEREAS the Township of Drummond/North Elmsley is committed to the efficient and effective delivery of services to residents, visitors and the general public;

AND WHEREAS this policy will assist in improving customer service to the public and reduce dissatisfaction by providing a timely response to complaints and using complaints as an opportunity to improve Township operations.

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows;

- 1. **THAT** the “Complaint Protocol”, attached hereto as Schedule “A” of this By-law is hereby adopted as an official document of the Township of Drummond/North Elmsley.
- 2. **THAT** Schedule “A” attached hereto shall be read with and form part of this By-law.
- 3. **THAT** should any sections of this By-law, including any section or part of the schedule attached hereto be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

BY-LAW read a first, second and third time and finally passed on the 22nd day of March, 2016.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



**Township of Drummond/North Elmsley
Complaint Protocol/Policy**

Category:	Administration	Page(s)	1
Subject:	Complaint Policy	Revision	March 2016
Reviewed:		Policy #	16-01

PREAMBLE

The Township of Drummond/North Elmsley is committed to the efficient and effective delivery of services to residents, visitors and the general public. This policy will assist in improving customer service to the public and reduce dissatisfaction by providing a timely response to complaints and using complaints as an opportunity to improve Township operations.

PURPOSE

The intent of this policy is to provide a process for residents, visitors and the general public to express program and service delivery concerns and enable the Township to promptly and effectively address those concerns.

GUIDING PRINCIPLES

1. It is in the interest of all parties that complaints are dealt with promptly and resolved as quickly as possible.
2. That staff treat complaints as confidential and protect the complainant’s privacy to the extent possible as investigations involve discussion with other parties.
3. Review of complaints is fair, impartial and respectful to parties involved.
4. Complainants are advised of their options to pursue their complaint if they are dissatisfied with the treatment or outcome.
5. Complainants are to provide clear and understandable reasons for how decisions on the complaint were made.

6. Updates are provided to complainants during the review process.
7. Complaints are used to assist in improving services, policies and procedures.

EXEMPTIONS

Some complaints are exempt from this Policy, and this policy is not meant to address:

- Anonymous complaints – Anonymous complaints are difficult, if not impossible, to assess or investigate and in most circumstances will not be dealt with through the complaint handling process.
- Complaints by employees – Alternative procedures are available to employees to initiate complaints within the organization;
- Complaints about non-municipal services;
- Issues already addressed by legislation or an existing municipal by-law, policy or procedure such as but not limited to appeals to the Ontario Municipal Board, Assessment Review Board; Property Standards Committee or
- A decision of Council or a decision of a committee/board of Council.

WHAT IS A COMPLAINT?

A complaint is an expression of dissatisfaction related to a Township program, service, or staff member, where a customer believes that the Township has not provided a service experience to the customer's satisfaction at the point of service delivery and a response or resolution is explicitly or implicitly expected.

A complaint is distinct from:

- **Enquiry** – A general or specific request for service or request for information regarding a Township program or service made by a customer and that is resolved at the point of service delivery.
- **Feedback** – An opinion, comment and expression of interest in a Township program or service by a customer.
- **Compliment** – An expression of approval for a service, staff member, program, product or process.
- **Suggestion** – An idea submitted to the Township by a customer with the goal of improving services, programs, products or processes.

PROCEDURE/IMPLEMENTATION

INFORMAL RESOLUTION:

Every effort should be made to resolve verbal complaints as soon as possible without the need for a formal written complaint. When receiving a verbal complaint regarding a municipal employee, the complaint will be referred to the employee's direct supervisor for resolution.

Examples of informal complaints are below, but not limited to:

- That an inquiry made to an employee was not resolved to the individual's satisfaction;
- That an employee gave out incorrect or incomplete information;
- The individual was directed to the wrong department in error;
- That the employee did not follow up in a timely manner.

It is the responsibility of the complainant to attempt to resolve concerns by dealing with employee(s) directly involved with the issue where appropriate.

It is the responsibility of all employees to attempt to resolve issues or concerns before they become complaints, and identify opportunities to improve municipal services where appropriate.

FILING A FORMAL COMPLAINT

Where resolution to an informal complaint cannot be achieved, complaints should be submitted to the Clerk Administrator in person, mail, fax or email at the address below and include the name, phone number, e-mail address, and mailing address of the individual submitting the complaint.

310 Port Elmsley Road
RR 5
Perth ON K7H 3C7

(Phone:) 613-267-6500 (Fax:) 613-267-2083

The nature of the complaint including the:

- Background leading to the issue(s);
- Date(s), time(s), and location(s) of any incident(s); and,
- Name(s) of any employee(s) previously contacted regarding the issue(s); and,
- Any action(s) being requested of the Township.

Complaints can be submitted on the form provided in Schedule A.

RECEIPT AND ACKNOWLEDGEMENT

The Clerk Administrator shall acknowledge in writing that the complaint has been received within five (5) business days of receipt of the complaint.

INVESTIGATION

The Clerk Administrator shall review the issues identified by the complainant and in doing so may:

1. Review relevant municipal and provincial legislation;
2. Review the Township's relevant policies and procedures;
3. Review any existing file documents;

4. Interview employees or member of the public involved in the issue;
5. Identify actions that may be taken to address the complaint or improve municipal operations; or,
6. Take other actions the Clerk Administrator deems expedient to resolving the matter.

The Clerk Administrator shall maintain a file of the complaint in compliance with the Township's records management policy.

- The Clerk Administrator may, at his/her discretion, notify Council of an open complaint investigation for information purposes.

DECISION

- Within thirty (30) calendar days of receipt of a complaint, the Clerk Administrator shall provide a response in writing to the complainant. The response shall include:
 - a) Whether the complaint was substantiated,
 - b) If the complaint is not substantiated, the Clerk Administrator shall provide reason(s) for their decision; and,
 - c) Any actions the Township has or will take as a result of the complaint.
- If the Clerk Administrator is unable to provide a response within thirty (30) calendar days, he/she shall notify the complainant of the delay and provide an estimate of when a response will be provided.
- Decisions made by the Clerk Administrator may be appealed to Council.

COMPLAINTS REGARDING SERVICES CONTRACTED BY TOWNSHIP

- Complaints regarding employees of a service provider contracted by the Township shall be subject to the policies of that service provider and not that of the Township.
- Complaints regarding services provided by a service provider contracted by the Township shall be handled in accordance with this policy, and may also be subject to any complaints policies and procedures employed by that service provider.

GENERAL

- Forms of correspondence and notices here above may be amended and adapted as appropriate.
- Copies of all correspondence and notices shall be retained in the complaint file.
- Where appropriate, copies of correspondence shall be placed in the personnel file of the subject of the complaint.
- Communications with a complainant **shall not** provide details of disciplinary measures imposed on any employee.

- All notes and correspondence shall be dated and identified by author.
- The Clerk Administrator or designate shall make dated records of any communications and attempted contacts with complainants.

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

BY-LAW NO. 2016-014

HAWLEY SITE PLAN AGREEMENT

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

BETWEEN

**Mark Gerald Hawley and Sarah Donna Hawley
1365 Armstrong Road, RR3
Smiths Falls, ON K7H 4S4**

Hereinafter called the "Owners"

OF THE FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELSLEY
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 Owners to control the orderly development of the Owners' 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 Owners 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 22nd day of March, 2016

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**Schedule "A" to By-law 2016-014
SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this 22nd day of March, 2016

BETWEEN

**Mark Gerald Hawley and Sarah Donna Hawley
1365 Armstrong Road, RR3
Smiths Falls, ON K7H 4S4**

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 Owners represent and warrant that they are the Owners 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 Owners represent and warrant that there are no encumbrances on or against the said lands other than a mortgage in favour of the Canadian Imperial Bank of Commerce.

AND WHEREAS the Owners wish 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 Owners 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 2016-014.

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 Owners is hereby acknowledged), the Owners hereby covenant and agree with the Corporation as follows:

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

DEVELOPMENT PROVISIONS

3. The Owners shall be permitted to construct and operate a commercial dog kennel in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule B and with the Corporation's Animal Control By-law, which forms part of this Agreement and is attached as Schedule "C". No buildings or works related to the commercial kennel land use shall be erected on the lands other than those erected in conformity with the Site Plan, unless authorized specifically through amendment to this Agreement.

ANIMAL CONTROL BY-LAW

4. This Agreement shall be read in conjunction with the Corporation's Animal Control By-law currently in effect and the Owners agree that the terms and provisions of that By-law shall be read as part of this Agreement.

PERMITS AND LICENSING

5. The Parties agree that this Agreement serves as a condition of kennel licensing and that the Owners shall be responsible for fulfilling all application requirements for a kennel license from the Corporation's Animal Control Officer or designate. The Owners agree that the works referenced in the Animal Control By-law shall be constructed and maintained to the satisfaction of the Corporation's Animal Control Officer or delegate. The Owners agree that the commercial kennel shall not operate on the subject lands unless such use is licensed in accordance with the Animal Control By-law and this Agreement.
6. The Owners shall obtain any required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies. Nothing in this Agreement shall be interpreted to exempt the Owners from any permits or permissions that may be required by any other applicable government agency.

DEFAULT AND ENFORCEABILITY

7. If the development (meaning the works prescribed by the Animal Control By-law) 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 Owners unless the period is extended by agreement.

8. Failure by the Owners 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.
9. This Agreement and the provisions hereof do not give to the Owners 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.
10.
 - (a) All facilities and matters required by this Agreement shall be provided by the Owners 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 Owners.
 - (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 Owners hereby authorize the Corporation and its agents to enter upon the said lands in order to complete such matters or things.
11.
 - (a) This Agreement shall be binding upon the Owners and his or her heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands. The Agreement does not pertain to any other land use or activity on the subject lands other than the commercial kennel.
 - (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

SCHEDULE A

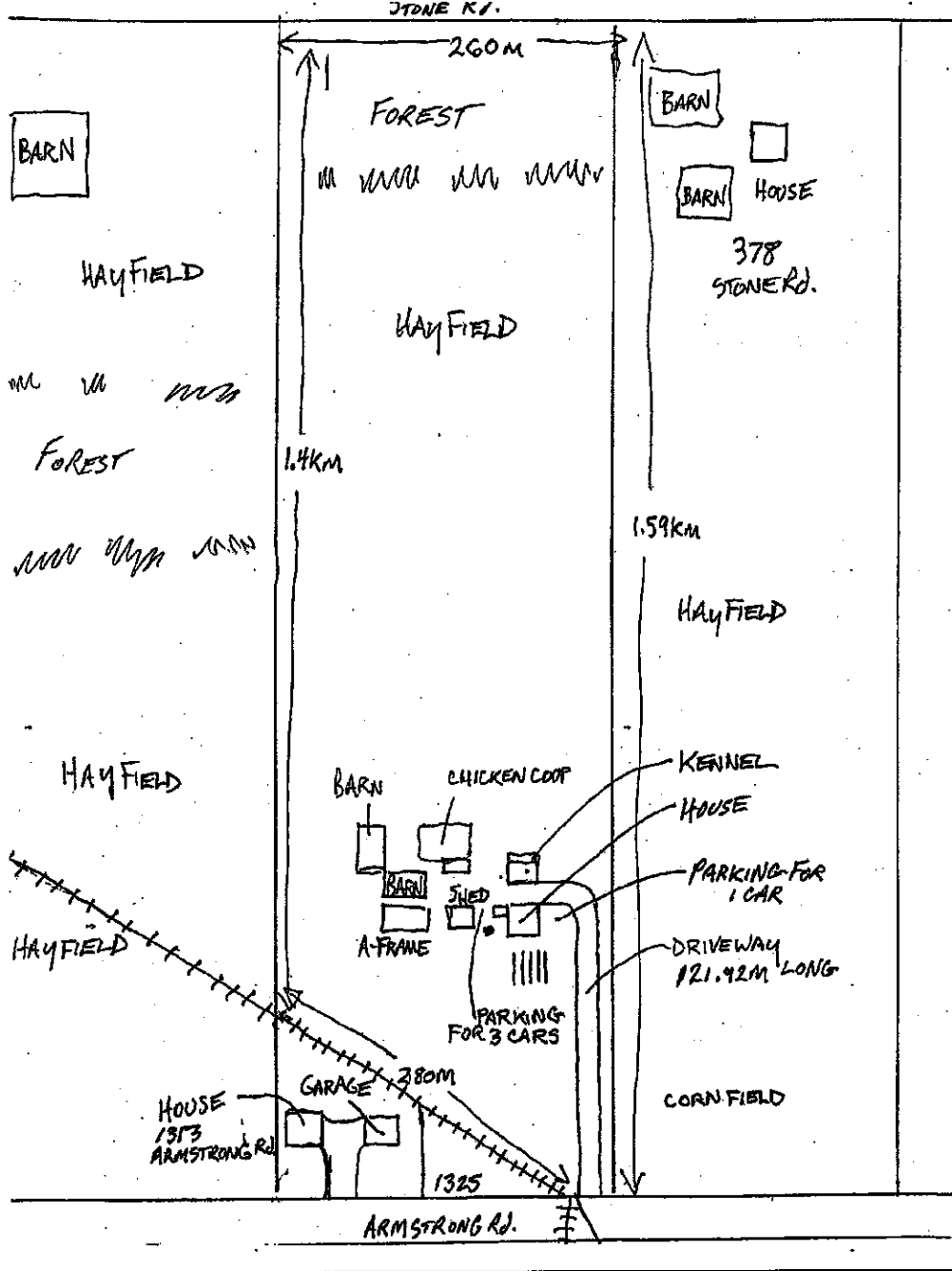
DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Part Lot 13, Concession 8, Geographic Township of North Elmsley, now Township of Drummond/North Elmsley, County of Lanark, as in RS206297 S of Railway; S/T RS52404; PIN 05232 – 0049 LT.

Described municipally as 1365 Armstrong Road.

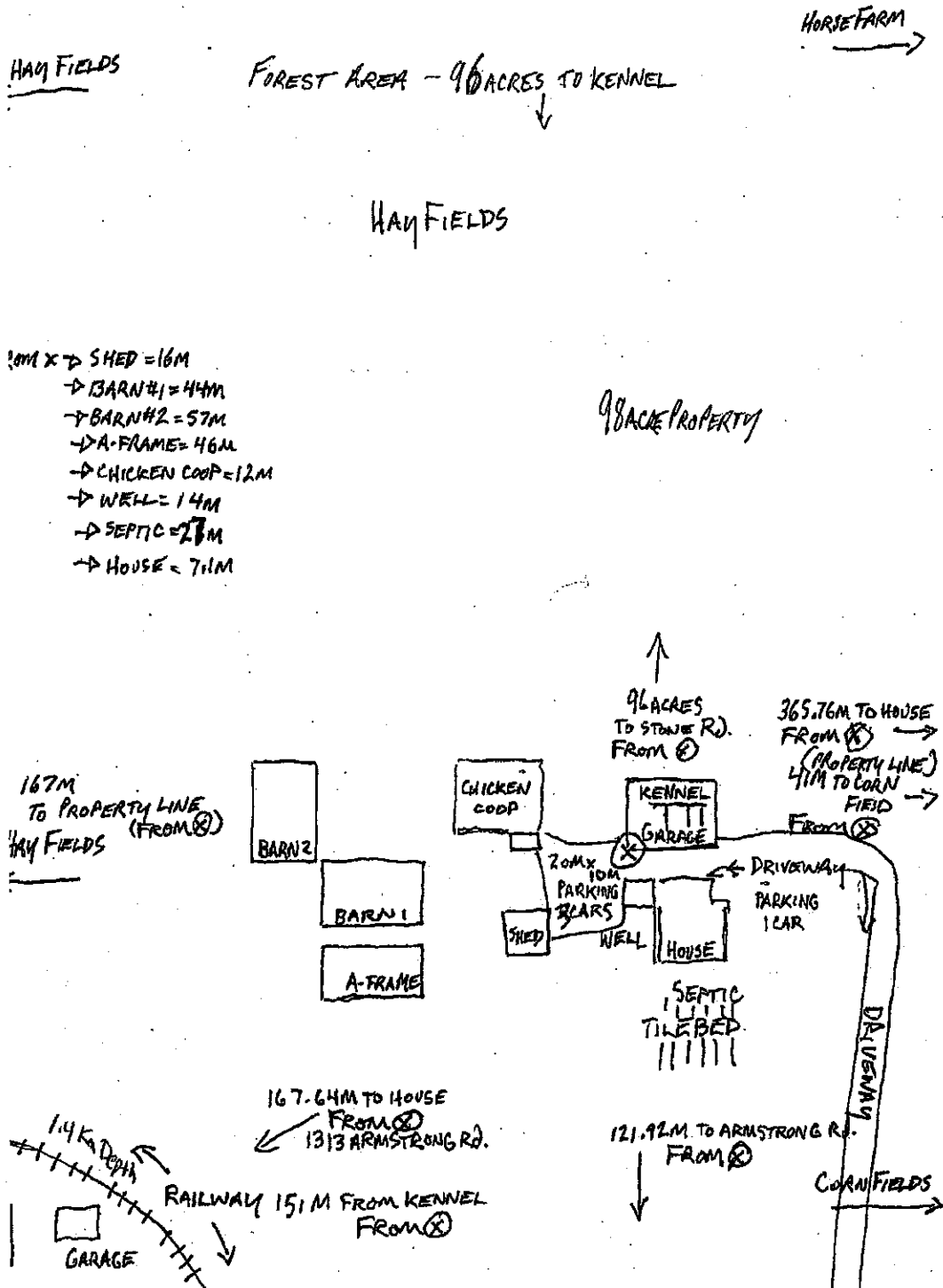
SCHEDULE B

SITE PLAN



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

SCHEDULE B- Inset



SCHEDULE C

BY-LAW 2000-043, being the Animal Control By-law of the Corporation of the Township of Drummond/North Elmsley

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.

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

BY-LAW NO. 2016-015

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 22, 2016 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 22nd day of March 2016.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator