



## **TOWNSHIP OF DRUMMOND/NORTH ELSLEY**

**#6 - Council Meeting, Tuesday, March 26, 2013**

# **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.**

#### **1.0 MINUTES**

**1.1** Minutes of Regular Session of March 12, 2013, Page 3

#### **2.0 ADDITIONS & APPROVAL OF AGENDA**

**2.1**

#### **3.0 DELEGATIONS -**

**3.1**

#### **4.0 COMMITTEE & BOARD REPORTS**

**4.1** March 19, 2013, Page 7

#### **5.0 BY-LAWS:**

**5.1** 2013-017 – Heney Site Plan Control, Page 9

#### **6.0 RESOLUTIONS/NOTICE OF MOTIONS**

**6.1** Draft Resolution - 2012 Monitoring Report for Waste Disposal Site, Page 30

**6.2** Proclamation - April as Daffodil Month, Page 31

#### **7.0 CLOSED SESSION**

#### **8.0 BUDGET CONSIDERATIONS**

#### **9.0 COMMUNICATIONS/CORRESPONDENCE**

**9.1**

#### **10.0 NEW BUSINESS**

**10.1**

#### **11.0 UNFINISHED BUSINESS**

#### **12.0 CONFIRMATION OF COUNCIL PROCEEDINGS**

#### **13.0 ADJOURNMENT**

# **1.**

# **Minutes**



**TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**#5 COUNCIL MEETING OF MARCH 12, 2013  
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	Ken Fournier
Councillor	Peter Wagland
Deputy Clerk	Cathy Ryder

**MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.** No members disclosed a pecuniary interest.

**1.0 MINUTES**

**1.1 Regular Minutes of February 19, 2013**

**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 19, 2013, as circulated.

**Carried  
13-038**

**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 March 12, 2013 as circulated.

**Carried  
13-039**

**3.0 DELEGATIONS – None**

#### 4.0 COMMITTEE & BOARD REPORTS

##### 4.1 Committee of the Whole Report to Council

- March 5, 2013

Deputy Reeve Gail Code presented and read Report #3 CoW- March 5, 2013 to Council on behalf of the Committee of the Whole.

##### “A” 1 Ebbs Side Road Bridge

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby authorize staff to proceed with Option 2a- Replacement with corrugated steel pipe (CSP) culverts.

##### “A” 2. Speed Limits

“B” 2. HAT the Council of the Corporation of the Township of Drummond/North Elmsley concurs with the recommended speed limit changes identified within the Lanark County Report #PW-13-2013 of the Director of Public Works, dated February 6th, 2013, except for the proposed change on Elm Grove Road (County Road No. 21) from 60km/hr. to 80km/hr., from the Rideau Ferry Road (County Road No. 1) westerly 1.5 km.

##### “A” 3. All-Terrain Vehicles (ATV’s)

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley concurs with the proposed “Draft By-Law to Regulate the use of ATV’s on County Roads” as shown in Appendix “B” within the Lanark County Report #PW-81-2012 of the Director of Public Works, dated December 5th, 2012, and;

**FURTHERMORE THAT Council** recommends that Sections 3.2 Speed Restrictions, and Time of Day Restrictions, be consistent with the regulations set out within the Drummond/North Elmsley ATV By-Law No. 2013-010.

Moved By: Gail Code  
Seconded By: Ray Scissons

**BE IT RESOLVED THAT** the Report #3 CoW-March 5, 2013 is hereby adopted this twelfth day of March 2013.

Carried  
13-040

#### 5.0 BY-LAWS - None

#### 6.0 RESOLUTIONS/NOTICE OF MOTIONS

##### 6.1 200<sup>th</sup> Anniversary Committee Terms of Reference

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 accept the Terms of Reference for the Drummond/North Elmsley 200<sup>th</sup> Anniversary Committee; and

**FURTHER BE IT RESOLVED** that Council does hereby establish the Drummond/North Elmsley 200<sup>th</sup> Anniversary Committee as a formal Committee of Council and that Staff be directed to advertise the Committee in accordance with the Corporation's procedures.

As amended: Amend the first bullet point of the Terms of Reference, Section 3, Committee Roles and Responsibilities to Plan, coordinate and/or organize rather than Plan and coordinate.

**Carried  
13-041**

- 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: Peter Wagland  
Seconded By: Ken Fournier**

**BE IT RESOLVED THAT** By-law #2013-016 being a By-law to confirm the proceedings of Council at its meeting of March 12, 2013, be read a first, second and third time and finally passed in open Council.

**Carried  
13-042**

**12.0 ADJOURNMENT**

**Moved By: Ken Fournier  
Seconded By: Peter Wagland**

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

Adjourned at 7:12 p.m.

**Carried  
13-043**

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**REEVE**

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**DEPUTY CLERK**

**4.**  
**Committee & Board**  
**Reports**



## REPORT OF THE COMMITTEE OF THE WHOLE REPORT #4 COW-MARCH 19, 2013

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 Hoop House**

**"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the construction of the proposed 2880 square foot hoop house, at 1807 Highway 511 and exempts that construction from the site plan process .**

**"A" 2. Wilson Subdivision - Extension**

**"B" 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the request by Craig Wilson of Wilson Cartage Ltd., pursuant to subsection 51(33) of the Planning Act, to extend the draft approval period for Plan of Subdivision 09-T-09003 by a period of five (5) years; and**

**FURTHER THAT** Council directs staff to forward this resolution to the Land Division Committee of the County of Lanark.

**"A" 3. 2013 Summer Students**

**"B" 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the hiring of the following summer students for 2013:**

- Two (2) Building Department Assistants;
- One (1) Administrative Support Assistant to be shared between the Fire Department (2 days per week subject to budget constraints), Public Works Department (2 days per week) and the Planning Department (1 day per week).

All of which is respectfully submitted by:

\_\_\_\_\_  
Deputy Reeve Gail Code

**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 #: 13-\_\_\_\_\_

Moved and Seconded by:

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

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

**BE IT RESOLVED THAT,** Report #6 CoW-March 19, 2013 is hereby adopted this twenty-sixth day of March, 2013.

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

# **5.**

# **By-Laws**



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

**BY-LAW NO. 2013-017**

**TIMOTHY HENEY SITE PLAN AGREEMENT**

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

**BETWEEN**

**Timothy Howard Heney and Sandra Lea Somerville-Heney  
846 Christie Lake Road  
Perth, Ontario  
K7H 3C6**

Hereinafter called the "Owners"

**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 as amended, a municipality may enter into a Site Plan Control Agreement with a property owner 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.

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

3. That Schedule "A" attached hereto form part of this by-law.

Read a first, second and third time and passed this 26<sup>th</sup> day of March, 2013.

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Aubrey Churchill, Reeve

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Cindy Halcrow, Clerk Administrator

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

# Schedule "A" to By-law No. 2013-017

## SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of March 2013

**BETWEEN**

Timothy Howard Heney and Sandra Lea Somerville-Heney  
846 Christie Lake Road  
Perth, Ontario  
K7H 3C6

Hereinafter called the Owner

**OF THE FIRST PART**

-and-

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

Hereinafter called the Corporation

**OF THE SECOND PART**

**WHEREAS** the Owner represents and warrants that they are 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 Charge #LC96844 in favour of Royal Bank of Canada and a General Notice of Assignment of Rents #LC96846 also in favour of Royal Bank of Canada.

**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:

### **LANDS**

1. The lands affected by this Agreement are described in Schedule A attached hereto.

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

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. 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. Highway Commercial and retail uses in accordance with the Corporation's Zoning By-law in effect at the time of development shall be permitted on the said lands, including uses accessory thereto.
5. Notwithstanding the provisions of Paragraph 4, on the portion of the said lands that is zoned Wetland, the use of the lands will be limited to those that are provided for in the applicable provisions of the Corporation's Zoning By-law.

### **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 the front lot line.
7. All outdoor storage of waste shall be screened in the same manner as specified in Paragraph 6.
8. All work and development on the site will be in accordance with the Rideau Valley Conservation Authority's letter of Permission dated January 24<sup>th</sup> 2013 and included in this Agreement as Schedule "C"
9. Notwithstanding the generality of Paragraph 3 and subject to any permissions required pursuant to Paragraph 8, nothing in this Agreement shall prevent the owner from establishing vegetative landscaping within the existing front yard.

### **PROSECUTION OF WORK**

10. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

11. The Owner shall obtain any required permits from the Ministry of Transportation prior to commencing construction of buildings or signage.
12. There shall be no installation of piped water or wastewater systems unless the proper permitting has been received from the Leeds, Grenville and Lanark District Health Unit.
13. 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. Failure by the Owner to complete the development in accordance with this Agreement 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.
15. 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.
16.
  - (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.
17.
  - (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.

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

- (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.

**REGISTRATION**

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

**TRANSFERABILITY**

- 19. 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**

- 20. 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 AND DELIVERED** in the presence of:

_____	)	_____
	)	Timothy Howard Heney
	)	
_____	)	_____
	)	Sandra Lea Somerville-Heney

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

Per:

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

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

We have authority to bind the Corporation

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

## **SCHEDULE A**

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

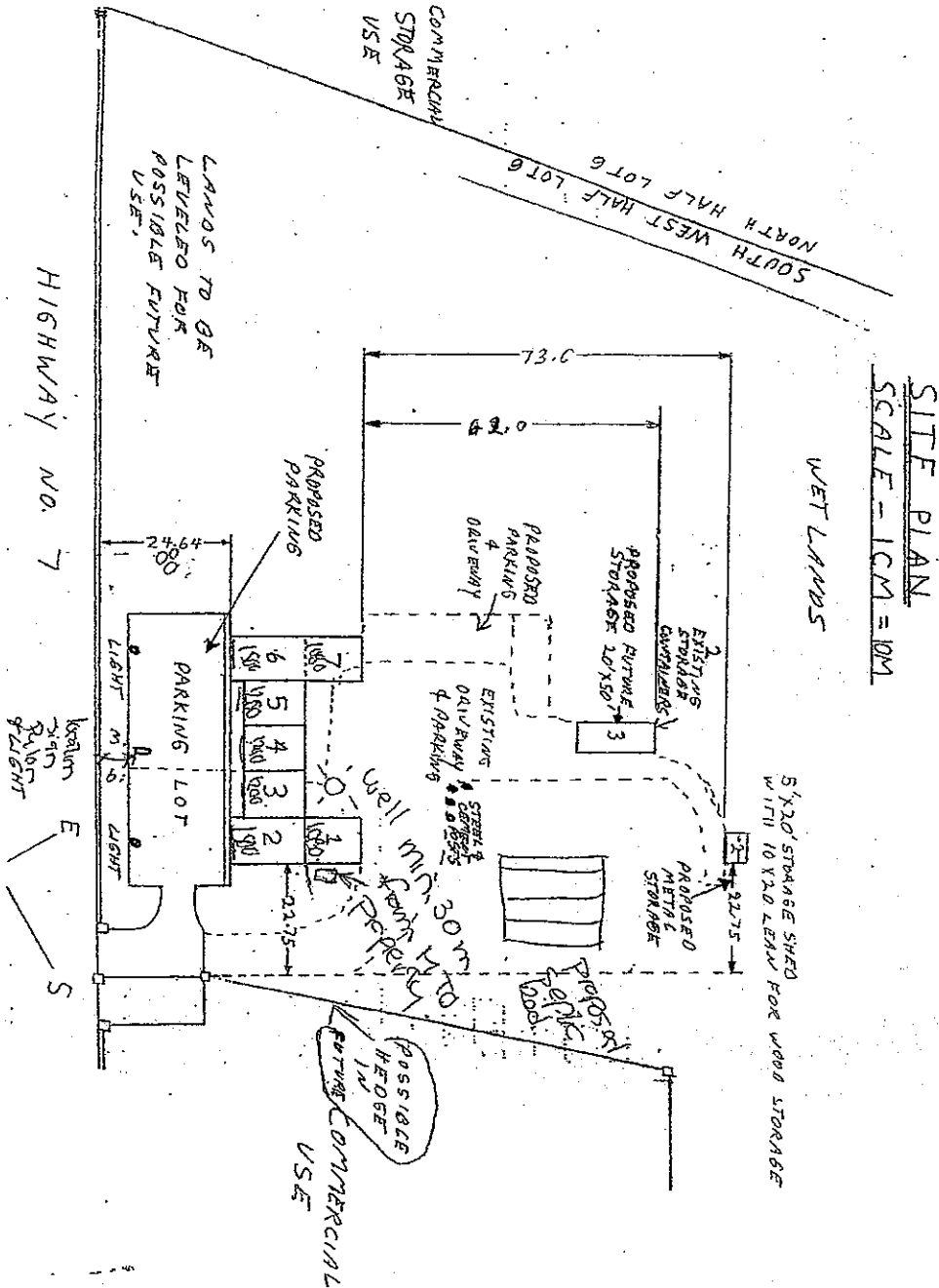
**Part of the Southwest half of Lot 6, Concession 3,  
Geographic Township of Drummond,  
now Township of Drummond/North Elmsley, County of Lanark,  
as in RS200524; subject to and together with RS200282  
[being all of PIN #05166-0092]**

**16693 Highway 7  
Part of Lot 6, Concession 3  
Geographic Township of Drummond  
Township of Drummond/North Elmsley**

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

# SCHEDULE B

## SITE PLAN



SITE PLAN  
SCALE - 1CM = 10M

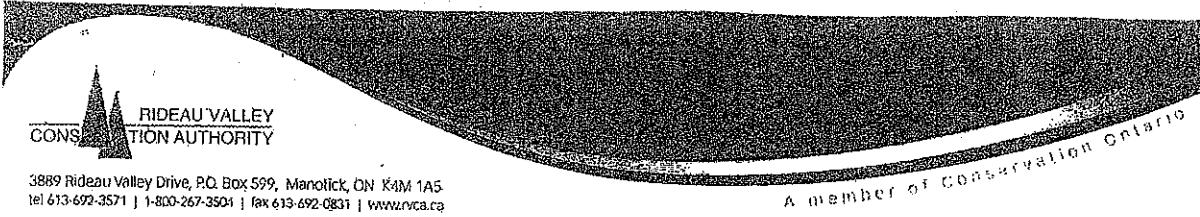
The original can be viewed at the Township of Drummond/North Elmsley municipal office at 310 Port Elmsley Road, R. R. #5, Perth, Ontario K7H 3C7.

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT. LOT 6, CON 3, DRUMMOND



# SCHEDULE C

## RVCA LETTER OF PERMISSION



3889 Rideau Valley Drive, P.O. Box 599, Manotick, ON K4M 1A5  
tel 613-692-3571 | 1-800-267-3504 | fax 613-692-0831 | www.rvca.ca

A member of Conservation Ontario

### RVCA LETTER OF PERMISSION – ONT. REG. 174/06 S. 28 CONSERVATION AUTHORITIES ACT 1990, AS AMENDED.

Date: January 24, 2013  
File: RV1-03/13  
Contact: M. Bradburn

Tim Heney  
16693 Highway 7  
Perth, ON  
K7H 3C8

**SUBJECT:** Application pursuant to Ontario Regulation 174/06 under Section 28 of the Conservation Authorities Act for Development at Part of Lot 6, Concession 3, former Township of Drummond, now in the Township of Drummond/North Elmsley, municipally known as 16693 Highway 7.

Dear Mr Heney,

The Rideau Valley Conservation Authority has reviewed the application and understands the proposal to be for:

1. Construction of a 100 square foot storage shed with a 200 square foot lean-to.

This proposal was reviewed under Ontario Regulation 174/06, the "Development, Interference with Wetlands, and Alteration to Watercourse and Shorelines" regulation, which the Conservation Authority administers as well as the approved "Policies Regarding the Construction of Buildings and Structures, Placing of Fill and Alterations to Waterways" (Adopted by the Executive Committee, October 21, 1993 and last revised and approved by the Board of Directors, February 2010).

#### Project Scope:

The property is located within the 120 metre adjacent lands of the Perth Long Swamp, which has been designated as a Provincially Significant Wetland. The project is subject to a Site Plan Control Application under the *Planning Act*. The storage shed location is approximately 30 metres from the wetland boundary and is on a level cleared area. After conducting a site visit it was determined that the shed will have no impact on the hydraulic function of the wetland.

Page 1 of 3  
RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

## SCHEDULE C

### RVCA LETTER OF PERMISSION

#### PERMISSION AND CONDITIONS

By this letter the Rideau Valley Conservation Authority hereby grants you approval to undertake this project as outlined in your permit application but subject to conformity with the following conditions:

1. The work is to be restricted to the work as described in the application and site plan
2. The owner is ultimately responsible (contractor responsible as well) for failure to comply with any and/or all of these conditions and must take all precautions to ensure no sediment runoff from the work site into the surface waters during and after the construction period.
3. No additional work or disturbance is to be undertaken on the property without the approval of the Rideau Valley Conservation Authority prior to implementation.
4. The applicant agrees that Authority staff may visit the property to ensure compliance with the conditions as set out in this letter of permission.
5. This building is accessory only; no services are to be installed, except for electricity.
6. All other approvals as might be required from the Municipality, and/or other Provincial or Federal Agencies must be obtained prior to initiation of work. This includes but is not limited to the Endangered Species Act., the Ontario Water Resources Act., Environmental Protection Act., Public Lands Act, the Fisheries Act, and the Heritage Canal Regulations.

By this letter the Rideau Valley Conservation Authority assumes no responsibility or liability for any flood, erosion, or slope failure damage which may occur either to your property or the structures on it or if any activity undertaken by you adversely affects the property or interests of adjacent landowners. This letter does not relieve you of the necessity or responsibility for obtaining any other federal, provincial or municipal permits. This permit is not transferable to subsequent property owners. Should you have any questions regarding this letter please contact Martha Bradburn at our Field Office, located in Glen Tay (613 267-5353 x131)

Yours truly,



Donald A. Maciver MCIP, RPP  
Director of Planning

cc: Township of Drummond/North Elmsley – Karl Grenke

Page 2 of 3  
RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

## SCHEDULE C

### RVCA LETTER OF PERMISSION

NOTES:

- The applicant agrees that Authority staff may visit the site before, during and after construction for the purpose of determining compliance with any conditions as set out in this letter of permission. This letter of permission does not come into full force and effect until the attached copy of this letter is returned to the Authority offices in Manotick signed and dated which return shall be taken as indicating acceptance of the conditions of the Authority's approval and acknowledgement that the details of the proposal as described in this letter are a fair and accurate representation of the proposed undertaking.
- Pursuant to the provisions of S. 28(12) of the Conservation Authorities Act (R.S.O.1990, as amended) the conditions set out above may be appealed to the Executive Committee of the Conservation Authority in the event that they are not satisfactory or can not be complied with.
- Forty-eight hours written notice to the Conservation Authority is required regarding the commencement of work.
- It is acknowledged that it is the responsibility of the proponent's project management team which includes the property owner and the contractor to implement the sediment and erosion control plan and monitoring of same, during construction.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Page 3 of 3  
RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

# SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of March 2013

BETWEEN

Timothy Howard Heney and Sandra Lea Somerville-Heney  
846 Christie Lake Road  
Perth, Ontario  
K7H 3C6

Hereinafter called the Owner

OF THE FIRST PART

-and-

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

Hereinafter called the Corporation

OF THE SECOND PART

**WHEREAS** the Owner represents and warrants that they are 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 Charge #LC96844 in favour of Royal Bank of Canada and a General Notice of Assignment of Rents #LC96846 also in favour of Royal Bank of Canada.

**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:

## 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. 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. Highway Commercial and retail uses in accordance with the Corporation's Zoning By-law in effect at the time of development shall be permitted on the said lands, including uses accessory thereto.
5. Notwithstanding the provisions of Paragraph 4, on the portion of the said lands that is zoned Wetland, the use of the lands will be limited to those that are provided for in the

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

applicable provisions of the Corporation's Zoning By-law.

#### **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 the front lot line.
7. All outdoor storage of waste shall be screened in the same manner as specified in Paragraph 6.
8. All work and development on the site will be in accordance with the Rideau Valley Conservation Authority's letter of Permission dated January 24<sup>th</sup> 2013 and included in this Agreement as Schedule "C"
9. Notwithstanding the generality of Paragraph 3 and subject to any permissions required pursuant to Paragraph 8, nothing in this Agreement shall prevent the owner from establishing vegetative landscaping within the existing front yard.

#### **PROSECUTION OF WORK**

10. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
11. The Owner shall obtain any required permits from the Ministry of Transportation prior to commencing construction of buildings or signage.
12. There shall be no installation of piped water or wastewater systems unless the proper permitting has been received from the Leeds, Grenville and Lanark District Health Unit.
13. 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. Failure by the Owner to complete the development in accordance with this Agreement 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.
15. 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.
16. (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

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

order to complete such matters or things.

- 17. (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.

**REGISTRATION**

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

**TRANSFERABILITY**

- 19. 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**

- 20. 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 AND DELIVERED** in the presence of:

_____	)	_____
	)	Timothy Howard Heney
	)	
_____	)	_____
	)	Sandra Lea Somerville-Heney

**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**

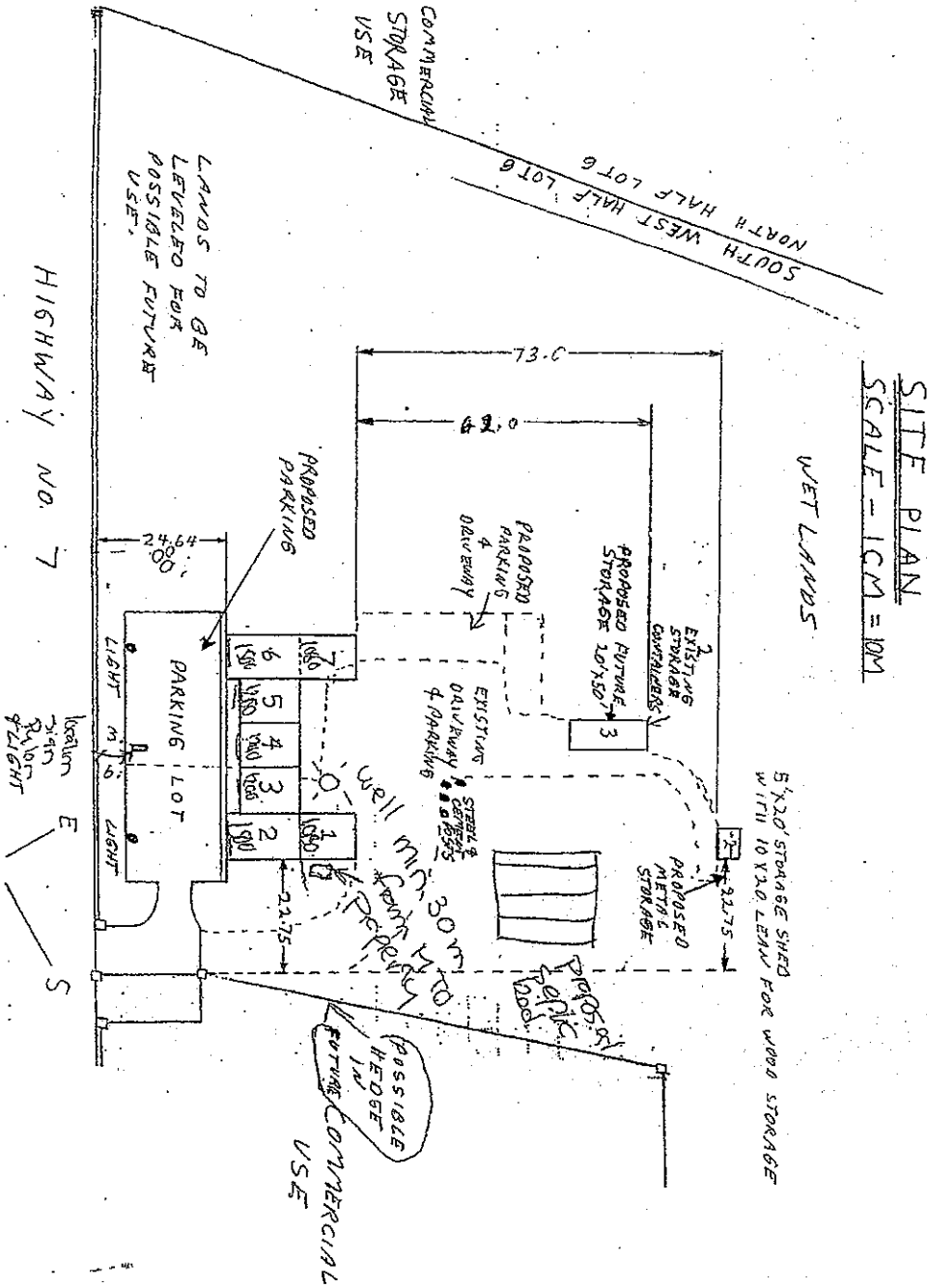
### **DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES**

**Part of the Southwest half of Lot 6, Concession 3,  
Geographic Township of Drummond,  
now Township of Drummond/North Elmsley, County of Lanark,  
as in RS200524; subject to and together with RS200282  
[being all of PIN #05166-0092]**

**16693 Highway 7  
Part of Lot 6, Concession 3  
Geographic Township of Drummond  
Township of Drummond/North Elmsley**

# 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: TIM HENEY  
16693 HIGHWAY 7, PT. LOT 6, CON 3, DRUMMOND



# SCHEDULE C

## RVCA LETTER OF PERMISSION



3889 Rideau Valley Drive, P.O. Box 599, Manotick, ON K4M 1A5  
tel 613-692-3571 | 1-800-267-3501 | fax 613-692-0831 | www.rvca.ca

A member of Conservation Ontario

### RVCA LETTER OF PERMISSION – ONT. REG. 174/06 S. 28 CONSERVATION AUTHORITIES ACT 1990, AS AMENDED.

Date: January 24, 2013  
File: RV1-03/13  
Contact: M. Bradburn

Tim Heney  
16693 Highway 7  
Perth, ON  
K7H 3C8

**SUBJECT:** Application pursuant to Ontario Regulation 174/06 under Section 28 of the Conservation Authorities Act for Development at Part of Lot 6, Concession 3, former Township of Drummond, now in the Township of Drummond/North Elmsley, municipally known as 16693 Highway 7.

Dear Mr Heney,

The Rideau Valley Conservation Authority has reviewed the application and understands the proposal to be for:

1. Construction of a 100 square foot storage shed with a 200 square foot lean-to.

This proposal was reviewed under Ontario Regulation 174/06, the "Development, Interference with Wetlands, and Alteration to Watercourse and Shorelines" regulation, which the Conservation Authority administers as well as the approved "Policies Regarding the Construction of Buildings and Structures, Placing of Fill and Alterations to Waterways" (Adopted by the Executive Committee, October 21, 1993 and last revised and approved by the Board of Directors, February 2010).

#### Project Scope:

The property is located within the 120 metre adjacent lands of the Perth Long Swamp, which has been designated as a Provincially Significant Wetland. The project is subject to a Site Plan Control Application under the *Planning Act*. The storage shed location is approximately 30 metres from the wetland boundary and is on a level cleared area. After conducting a site visit it was determined that the shed will have no impact on the hydraulic function of the wetland.

Page 1 of 3  
RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

## SCHEDULE C

### RVCA LETTER OF PERMISSION

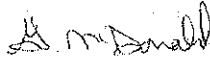
#### PERMISSION AND CONDITIONS

By this letter the Rideau Valley Conservation Authority hereby grants you approval to undertake this project as outlined in your permit application but subject to conformity with the following conditions:

1. The work is to be restricted to the work as described in the application and site plan
2. The owner is ultimately responsible (contractor responsible as well) for failure to comply with any and/or all of these conditions and must take all precautions to ensure no sediment runoff from the work site into the surface waters during and after the construction period.
3. No additional work or disturbance is to be undertaken on the property without the approval of the Rideau Valley Conservation Authority prior to implementation.
4. The applicant agrees that Authority staff may visit the property to ensure compliance with the conditions as set out in this letter of permission.
5. This building is accessory only; no services are to be installed, except for electricity.
6. All other approvals as might be required from the Municipality, and/or other Provincial or Federal Agencies must be obtained prior to initiation of work. This includes but is not limited to the Endangered Species Act., the Ontario Water Resources Act., Environmental Protection Act., Public Lands Act, the Fisheries Act, and the Heritage Canal Regulations.

By this letter the Rideau Valley Conservation Authority assumes no responsibility or liability for any flood, erosion, or slope failure damage which may occur either to your property or the structures on it or if any activity undertaken by you adversely affects the property or interests of adjacent landowners. This letter does not relieve you of the necessity or responsibility for obtaining any other federal, provincial or municipal permits. This permit is not transferable to subsequent property owners. Should you have any questions regarding this letter please contact Martha Bradburn at our Field Office, located in Glen Tay (613 267-5353 x131)

Yours truly,



Donald A. Maciver MCIP, RPP  
Director of Planning

cc: Township of Drummond/North Elmsley – Karl Grenke

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RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

# SCHEDULE C

## RVCA LETTER OF PERMISSION

### NOTES:

- The applicant agrees that Authority staff may visit the site before, during and after construction for the purpose of determining compliance with any conditions as set out in this letter of permission. This letter of permission does not come into full force and effect until the attached copy of this letter is returned to the Authority offices in Manotick signed and dated which return shall be taken as indicating acceptance of the conditions of the Authority's approval and acknowledgement that the details of the proposal as described in this letter are a fair and accurate representation of the proposed undertaking.
- Pursuant to the provisions of S. 28(12) of the Conservation Authorities Act (R.S.O.1990, as amended) the conditions set out above may be appealed to the Executive Committee of the Conservation Authority in the event that they are not satisfactory or can not be complied with.
- Forty-eight hours written notice to the Conservation Authority is required regarding the commencement of work.
- It is acknowledged that it is the responsibility of the proponent's project management team which includes the property owner and the contractor to implement the sediment and erosion control plan and monitoring of same, during construction.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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RV1-03/13  
1/24/13

SITE PLAN CONTROL AGREEMENT: TIM HENEY  
16693 HIGHWAY 7, PT LOT 6, CON 3, DRUMMOND

**6.**  
**Resolutions/  
Notice of Motions**

**DRAFT**

**RESOLUTION OF COUNCIL  
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

March 26, 2013

Number: 13-\_\_\_\_\_

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

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

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley adopts the 2012 Monitoring Report for the Waste Disposal Site prepared by SNC Lavalin.

---

**CARRIED**



Canadian Cancer Society  
Société canadienne du cancer



With you in the  
fight for life  
Avec vous dans le  
combat pour la vie

March 12, 2013

Reeve Aubrey Churchill  
Township of Drummond/North Elmsley  
310 Port Elmsley Road  
Perth, ON, K7H 3C7

**RE: Daffodil Month Proclamation**

Dear Mrs.Churchill:

The Canadian Cancer Society is encouraging everyone to fight back in April by wearing the daffodil pin, a symbol of hope and support for those living with cancer.

**You can make an enormous impact by declaring April as Daffodil Month in the township of Drummond/North Elmsley.** The month will be celebrated throughout the country and it's an opportunity for everyone to demonstrate that we're all united in the fight against cancer.

We hope you will join the fight by officially declaring April as Daffodil Month!

The Canadian Cancer Society relies on supporters like you, Reeve Churchill to fight all 200-plus types of cancer by working to eradicate cancer and to improve the quality of life for all those affected by the disease.

This year, more than 186,400 people living in Canada will be diagnosed with cancer. They need our support and they need to know that everything possible is being done to improve prevention, treatment, and diagnostic techniques.

The Canadian Cancer Society is marking its 75th anniversary in 2013. While it is certainly an occasion to celebrate our successes over the last 75 years, we recognize that there is much more work to be done. With your help, we know we can continue to increase survival rates and save more lives.

Thank you for your attention to this request, and I look forward to hearing from you soon.

Yours truly,

**Amanda Gifford**  
Fundraising Coordinator  
Canadian Cancer Society – Lanark, Leeds & Grenville  
agifford@ontario.cancer.ca  
613-267-1058

## **PROCLAMATION**

### **MONTH OF APRIL AS DAFFODIL MONTH**

**WHEREAS**, another Canadian is diagnosed with cancer every three minutes; and

**WHEREAS**, the Canadian Cancer Society is working to eradicate all cancers and improve the quality of life for people living with cancer; and

**WHEREAS**, Daffodil Month is an opportunity for residents of the Township of Drummond/North Elmsley to show their support in the fight against cancer;

**NOW, THEREFORE BE IT RESOLVED, THAT**, I, Reeve Aubrey Churchill ask that all residents of the Township of Drummond/North Elmsley join me and the Canadian Cancer Society in the fight against cancer; and

**BE IT FURTHER RESOLVED**, that the month of April, is officially recognized as Daffodil Month; and

**THEREFORE**, I, Reeve Aubrey Churchill, do hereby proclaim the month of April, to be "Daffodil Month" and strongly encourage all residents of Drummond/North Elmsley to continue to recognize and support the Canadian Cancer Society and the fight against cancer.