



## TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#8 Council Meeting, April 22, 2014

# AGENDA

### COUNCIL – CALL TO ORDER 7:00 PM

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

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

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<b>1.0 MINUTES</b>	
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## **13.0 ADJOURNMENT**



**TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**#7 COUNCIL MEETING OF APRIL 8, 2014  
Township Council Chambers**

**MINUTES**

**CALL TO ORDER:** Reeve Churchill called the meeting to order at 6:00 p.m.

<b>PRESENT:</b>	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code (arrived at 6:45 p.m.)
	Councillor	Ray Scissons
	Councillor	Peter Wagland

Clerk-Administrator	Cindy Halcrow
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<b>ABSENT</b>	Councillor	Ken Fournier
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**MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.** No members disclosed a pecuniary interest.

**1.0 MINUTES**

**1.1 Regular Minutes of March 25, 2014**

<b>Moved By:</b>	<b>Ray Scissons</b>
<b>Seconded By:</b>	<b>Peter Wagland</b>

**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 March 25, 2014, as circulated.

**Carried  
14-044**

**2.0 APPROVAL OF AGENDA**

**2.1 Approval of Agenda**

<b>Moved By:</b>	<b>Peter Wagland</b>
<b>Seconded By:</b>	<b>Ray Scissons</b>

**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 April 8, 2014 as presented.

**Carried  
14-045**

**3.0 DELEGATIONS/PUBLIC MEETINGS**

**3.1** 6:00 p.m. Howard Allan - 2013 Financial Statements

Mr. Allan reviewed the highlights of the 2013 Financial Statement and the audit results. Overall the municipality is well managed. The working capital reserve should be increased to reflect the increase in tax arrears however the Clerk-Administrator mentioned that \$368,000 in arrears has already been collected as of April 8, 2013 so the amount in the working capital reserve will not need to be increased.

After his presentation, Reeve Churchill thanked him for coming.

**4.0 COMMITTEE & BOARD REPORTS**

**3.1 Committee of the Whole Report to Council**

- **April 1, 2014**

Councillor Peter Wagland presented and read Report #3 CoW-April 1, 2014 to Council on behalf of the Committee of the Whole.

**Moved By: Peter Wagland**

**Seconded By: Ray Scissons**

**BE IT RESOLVED THAT** the Report #3 CoW-April 1, 2014 is hereby adopted this 8<sup>th</sup> day of April, 2014.

**“A” 1** Andrew James – Outdoor Wood Furnace

**“B” 1** **THAT the Council of the Corporation of the Township of Drummond/North Elmsley** grants relief to the setback requirements of By-law 2012-068 (Outdoor Solid fuel Combustion Appliances) for the property known as Lot 5 (Roll Number 0919 908 020 17214) in the Otty Woods subdivision in the Ward of North Elmsley provided that the owner constructs and maintains a discharge of the appliance at a height greater than 3.6 meters (12 feet).

**“A” 2.** Ken Fournier’s Leave of Absence

**“B” 2.** **THAT the Council of the Corporation of the Township of Drummond/North Elmsley** authorizes the leave of absence from the meetings of Council for Ken Fournier for his knee surgeries.

**“A” 3.** Awarding Development Charges RFP

**“B” 3.** **THAT the Council of the Corporation of the Township of Drummond/North Elmsley** awards the RFP for the Preparation of a Development Charges Study and By-law to ZanderPlan Inc., in the amount of \$15,850 excluding taxes.

**Carried  
14-046**

**5.0 BY-LAWS – None**

**6.0 RESOLUTIONS/NOTICE OF MOTIONS**

**6.1 Municipality of North Grenville - Kemptville College Closure Resolution**

**Moved By: Peter Wagland**  
**Seconded By: Ray Scissons**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley does hereby support the Municipality of North Grenville in their request that the Honourable Kathleen Wynne, in both her capacity as Premier of Ontario and Minister of Agriculture and Food, immediately issue a 2-year moratorium on the closure of the University of Guelph's Kemptville campus and reinstate the intake to academic programs for the 2014 fall semester, and

**FURTHER BE IT RESOLVED** that Premier Wynne agree to meet with the Municipality of North Grenville to work on a plan to engage local stakeholders in developing a sustainable and viable solution to preserve the delivery of existing academic and research programs at the Kemptville Campus.

**Carried**  
**14-047**

**6.2 Ontario Seniors' Secretariat - June Seniors' Month Resolution**

**Moved By: Ray Scissons**  
**Seconded By: Peter Wagland**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley does hereby proclaim June 1 – 30, 2014 as Seniors' Month in the Township of Drummond/North Elmsley.

**Carried**  
**14-048**

**7.0 CLOSED SESSION**

**7.1 Personal Matters about an identifiable individual regarding livestock valuations**

**Moved By: Peter Wagland**  
**Seconded By: Ray Scissons**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley shall hereby hold a closed session of Council at 6:39 p.m.to discuss a matter pertaining to a personal matter about an identifiable individual;

**AND THAT** the Clerk Administrator remain in the room.

**Carried  
14-049**

**Moved By: Ray Scissons  
Seconded By: Peter Wagland**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley hereby return to regular session at 6:52 p.m.

**Carried  
14-050**

**RISE AND REPORT**

Council received the information on the identifiable person as information.

**7.2** A proposed disposition of land by the municipality

**Moved By: Ray Scissons  
Seconded By: Peter Wagland**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley shall hereby hold a closed session of Council at 6:52 p.m.to discuss a matter pertaining a proposed disposition of land by the municipality;

**AND THAT** the Clerk Administrator remain in the room.

**Carried  
14-051**

**Moved By: Peter Wagland  
Seconded By: Ray Scissons**

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of Drummond/North Elmsley hereby return to regular session at 7:02 p.m.

**Carried  
14-052**

**RISE AND REPORT**

Council received the information on the pending disposition of municipal property as information and gave direction to the Clerk Administrator.

**8.0 BUDGET CONSIDERATIONS - None**

**9.0 COMMUNICATIONS/CORRESPONDENCE**

**10.0 NEW BUSINESS - None**

**11.0 CONFIRMATION OF COUNCIL PROCEEDINGS**

**Moved By: Ray Scissons**  
**Seconded By: Peter Wagland**

**BE IT RESOLVED THAT By-law #2014-017** being a By-law to confirm the proceedings of Council at its meeting of April 8, 2014, be read a first, second and third time and finally passed in open Council.

**Carried**  
**14-053**

**12.0 ADJOURNMENT**

**Moved By: Peter Wagland**  
**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 7:04 p.m.

**Carried**  
**14-054**

\_\_\_\_\_  
**REEVE**

\_\_\_\_\_  
**CLERK ADMINISTRATOR**



**Report of the Committee Of The Whole  
Report #4 CoW- April 15, 2014**

To the Members of Council

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

“A” 1 Official Plan Amendments – Sourcewater Protection

“B” 1 **THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Planner to work with area municipalities to procure the services of a consultant in order to develop sourcewater protection policies to fit into each municipality’s official plan; and**

**FURTHERMORE THAT** the selection process for the consultant be undertaken in accordance with an open procurement process; and

**FURTHERMORE THAT** this project be funded from the Source Water Implementation funding program.

“A” 2. General Insurance & Risk Management Services Program

“B” 2. **THAT the Council of the Corporation of the Township of Drummond/North Elmsley Council awards the RFP for General Insurance and Risk Management Services Program to Halpenny Insurance Brokers Ltd. in the amount of \$49,900 excluding taxes.**

All of which is respectfully submitted by:

\_\_\_\_\_  
Councillor

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

Resolution #: 14-\_\_\_\_\_

Moved and Seconded by:

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

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

**BE IT RESOLVED THAT**, Report #4 CoW-April 15, 2013 is hereby adopted this twenty-second day of April, 2014.

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



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

**BY-LAW NO. 2014-018**

**BULLEN SITE PLAN AGREEMENT**

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

**BETWEEN**

**2399239 Ontario Inc.  
c/o Erika Bullen  
620 West Point Drive  
K7H 3C7**

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

Read a first, second and third time and passed this 22<sup>nd</sup> day of April, 2014

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Aubrey Churchill, Reeve

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Cindy Halcrow, Clerk Administrator

**Schedule “A” to By-law No. 2014-018**

**SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT made this 22<sup>nd</sup> day of April 2014**

**BETWEEN**

**2399239 Ontario Inc.  
c/o Erika Bullen  
620 West Point Drive  
K7H 3C7**

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

**AND WHEREAS** the Owner represents and warrants that there are no encumbrances on or against the said lands except Subdivision Agreement #LT20849 which specifically pertains to certain aspects of the development, hereinafter called the “Subdivision Agreement”.

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

**AND WHEREAS** the said lands abut the Rideau Canal National Historic Site UNESCO World Heritage Site and a portion of the McLean’s Bay Provincially Significant Wetland.

**AND WHEREAS** the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands pursuant to Sections 41(7) and 41(10) of the *Planning Act RSO 1990 c. P.13* and the Reeve and Clerk have been authorized to complete this Site Plan Agreement (herein referred to as the “Agreement”) in accordance with the authority provided under By-law 2014-018

**NOW THEREFORE** this Agreement witnesseth that in consideration of other valuable

consideration and the sum of two (\$2.00) Dollars (the receipt whereof by the Owner is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

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

#### **USE OF LANDS**

3. The Owner shall construct the proposed development in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule B. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan, and no site disturbance or site alteration shall occur other than what is shown on the Site Plan.
4. A single detached dwelling and attached garage, with a maximum built footprint of 295 square metres and a detached accessory garage with a maximum built footprint of 90 square metres shall be permitted on the said land, in accordance with the Corporation's zoning policies and the Subdivision Agreement.

#### **DEVELOPMENT OF LANDS**

5. All buildings and structures on the said lands, including the stone layer of the septic system, shall be placed above 124.81 metres geodetic (accounting for 124.51 flood elevation +.3 metre free board) which is the existing regulatory flood elevation of Big Rideau Lake, as defined by the Rideau Valley Conservation Authority. Prior to footings being poured on any structure, the Owner shall provide evidence to the Corporation that the structures are being properly placed as identified.
6. Pursuant to Paragraph 4, the single detached dwelling permitted on this lot shall be, upon completion of construction, visually consistent with the building profile provided for in Schedule "C" and shall be clad primarily in a natural wood or wood composite product.
7. Natural drainage patterns on the site shall not be substantially altered such that additional run-off is directed into the lake or onto neighbouring properties. In order to achieve this, eaves troughing shall be installed as required and outlet away from the lake to a leach pit or well-vegetated area to allow for maximum on-site infiltration. This shall be undertaken to the satisfaction of the Corporation's Chief Building Official or designate.
8. No removal of living vegetation or site alteration/grade changes shall occur within the existing buffer of trees identified on Schedule B or within the lands zoned Environmental Protection, in accordance with the Corporation's Zoning By-law.
9. The Owner acknowledges and agrees that subsequent to this Agreement, any future development or site alteration on the said lands and adjacent wetland shall conform to all

provisions contained in the Subdivision Agreement.

**PERMITS**

10. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
11. Prior to the issuance of a occupancy permit, the applicant shall obtain final approval from the Health Unit with respect to the installation of a new septic system.
12. The Owner shall ensure that any permits required by the Rideau Valley Conservation Authority and Parks Canada for certain works are received prior to the undertaking of same. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required by any other applicable government agency and the Owner acknowledges that no docking facilities shall be permitted on the subject lands.

**DEFAULT AND ENFORCEABILITY**

13. If the Development construction has not commenced within twelve (12) months of the date of registration of this Agreement on title, the Corporation shall have the right to cancel this agreement on 10 days' notice to the Owner unless the period is extended by agreement.
14. Failure by the Owner to complete the development in accordance with this Agreement within twenty four (24) months of the registration of this Agreement on title shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed.
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.
- (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**

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

#### **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 & DELIVERED**

In the presence of:

\*  
\_\_\_\_\_  
Witness

\*  
\_\_\_\_\_  
Erika Bullen, president 2399239 Ontario Inc.

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

Per:

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

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

**SCHEDULE A**

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

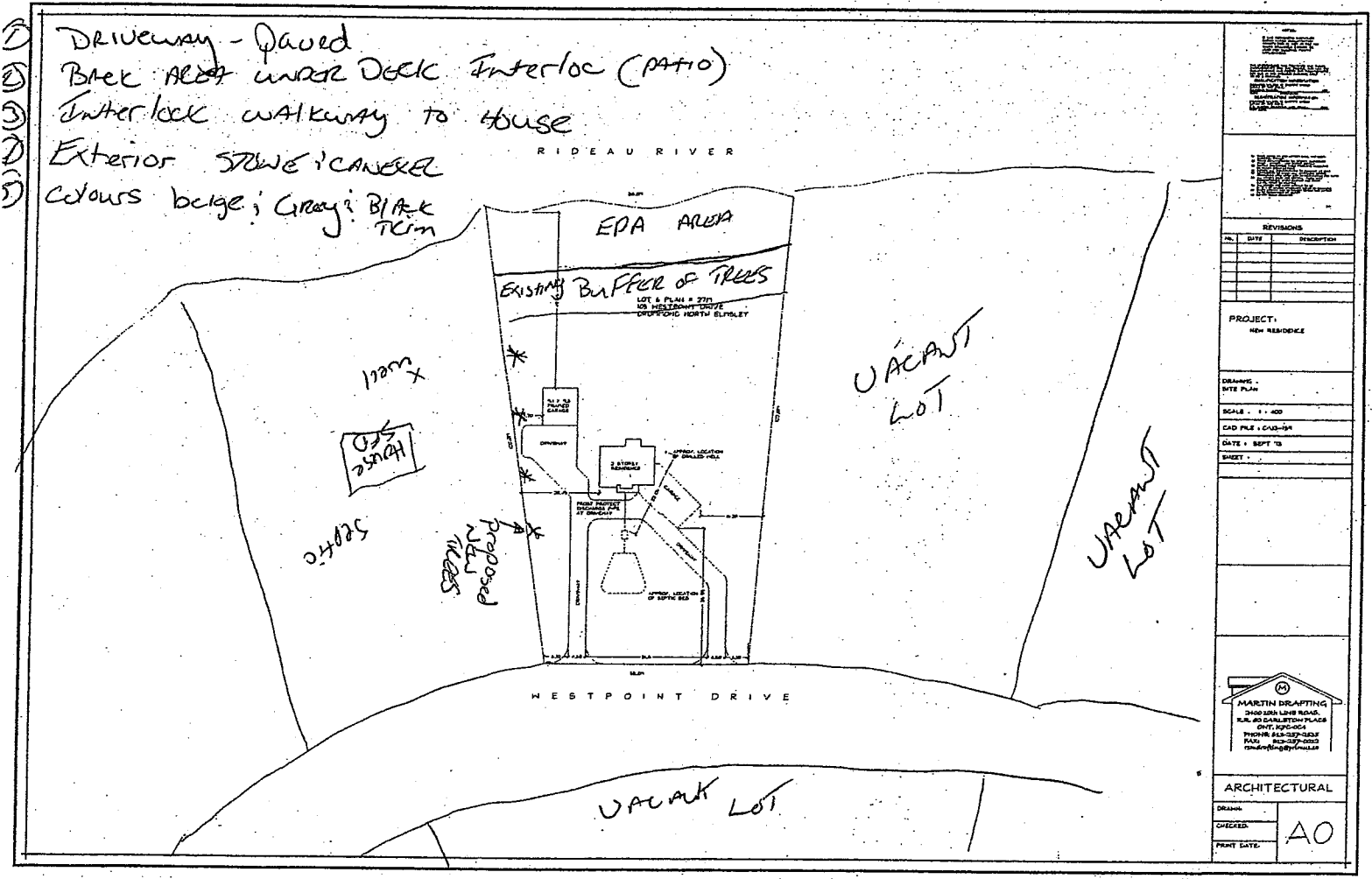
**Lot 6, Plan 27M9,  
Geographic Township of North Elmsley,  
now Township of Drummond/North Elmsley, County of Lanark,**

**West Point Road  
Geographic Township of North Elmsley  
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: ERIKA BULLEN  
 WESTPOINT DRIVE, LOT 6, PLAN 27M-9, GEOGRAPHIC NORTH ELSLEY  
 TOWNSHIP OF DRUMMOND/NORTH ELSLEY

# SCHEDULE C

## LAKE VIEW PROFILE

**CONSTRUCTION NOTES**

- 1. All work to be done in accordance with the above notes.
- 2. All work to be done in accordance with the above notes.
- 3. All work to be done in accordance with the above notes.
- 4. All work to be done in accordance with the above notes.
- 5. All work to be done in accordance with the above notes.
- 6. All work to be done in accordance with the above notes.
- 7. All work to be done in accordance with the above notes.
- 8. All work to be done in accordance with the above notes.
- 9. All work to be done in accordance with the above notes.
- 10. All work to be done in accordance with the above notes.
- 11. All work to be done in accordance with the above notes.
- 12. All work to be done in accordance with the above notes.
- 13. All work to be done in accordance with the above notes.
- 14. All work to be done in accordance with the above notes.
- 15. All work to be done in accordance with the above notes.
- 16. All work to be done in accordance with the above notes.
- 17. All work to be done in accordance with the above notes.
- 18. All work to be done in accordance with the above notes.
- 19. All work to be done in accordance with the above notes.
- 20. All work to be done in accordance with the above notes.

REVISIONS	
NO.	DESCRIPTION

**PROJECT:**  
NEW RESIDENCE

**DRAWING:**  
FRONT AND REAR ELEVATIONS

**SCALE:** 1/4" = 1'-0"

**CAD FILE:** CAD-04

**DATE:** SEPT. 13

**SHEET:** 6 OF 12

**FOR PERMIT**

MARTIN DRAFTING  
2500 DANA LAKE ROAD  
R.R. #5, PORT ELMSLEY PLACE  
PERTH, ONTARIO  
PHONE: 613-337-3337  
FAX: 613-337-3337  
www.martindrafting.com

**ARCHITECTURAL**

**DRAWN:** \_\_\_\_\_

**CHECKED:** \_\_\_\_\_

**PRINT DATE:** A6

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: ERIKA BULLEN  
WESTPOINT DRIVE, LOT 6, PLAN 27M-9, GEOGRAPHIC NORTH ELMSLEY  
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

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

**BY-LAW NO. 2014-019**

**JASON CLYNE DEVELOPMENT AGREEMENT**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT  
AGREEMENT**

**BETWEEN: JASON LLOYD CLYNE**

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** 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** the Council of the Township of Drummond/North Elmsley has deemed it expedient to enter into a Development Agreement with the Owner with respect to a condition of consent imposed by the County of Lanark Land Division Committee, File Nos. B13/054, B13/055 and B13/056, 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 Development Agreement with the Owner on the Severed Lands 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 forms part of this by-law.

Read a first, second and third time and passed this 22<sup>nd</sup> day of April, 2014

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Aubrey Churchill, Reeve

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Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law 2014-019

**DEVELOPMENT AGREEMENT**

AGREEMENT made this 22<sup>nd</sup> day of April, 2014

**BETWEEN:**

**Jason Lloyd Clyne  
350 McPhail's Road  
Perth, Ontario  
K7H 3C8**

Hereinafter called the "Owner"  
**OF THE FIRST PART**

- and -

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

Hereinafter called the "Corporation"  
**OF THE SECOND PART**

**WHEREAS** the Owner is the registered owner in fee simple of certain lands located in the Municipality of Drummond/North Elmsley;

**AND WHEREAS** the Owner has applied for three severances on the said lands which shall have the effect of creating four parcels of land.

**AND WHEREAS** the Land Division Committee of the County of Lanark (the "Committee") granted the Owner's applications File Nos. B13/054, B13/055 and B13/056 to sever the three lots;

**AND WHEREAS** it was a condition of the Committee's approval of the severance File Nos. B13/054, B13/055 and B13/056 that the Owner enter into an agreement with the Corporation incorporating the terms set out herein;

**AND WHEREAS** the Corporation is authorized to enter into this agreement and register it against the title to the lands more particularly described in Schedule "A" (the "Severed Lands") pursuant to subsections 51(26) and 53(12) of the *Planning Act*;

**AND WHEREAS** the Land Division Committee of the County of Lanark has approved the severance (application as above) subject to certain conditions specified in the Notice of Decision, dated November 26, 2013, copies of which are attached hereto as Schedule "B" (referred to herein as the "Notice of Decision");

**AND WHEREAS** the Approval Authority has agreed to the severances provided in the said agreement is entered into between the Owner and the Corporation;

**AND WHEREAS** the Corporation has, under By-Law No. 2014-019, authorized the Reeve and Clerk Administrator to execute this agreement on behalf of the Corporation.

**NOW THEREFORE WITNESSETH** that in consideration of one dollar (\$1.00) and the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

1. The Owner covenants that he is the owner in fee simple of the lands more particularly described in Schedule "A" (the "Severed Lands")
2. The Owner acknowledges and agrees to implement all of the recommendations contained in the Grading and Drainage Plan prepared by Morey Associates dated March 10, 2014 and attached hereto this Agreement as Schedule "B".
3. Subject to all provisions relating to the Grading and Drainage Plans, the Owner further agrees that imported fill shall only be placed in those areas identified on Schedule "B" and to the extent and elevation as identified on Schedule "B" while retaining the existing established grade for a distance of 2 metres inward from the northwestern edge of the lot identified as Part 1 of Plan 27R-1040.
4. Individual entrance permits for each severed lot shall be required prior to the installation of entrances.
5. The Owner acknowledges and agrees that the run-off of any building is to be captured by eaves troughs, and led into "French Drain" type ground re-infiltration pits. This shall be done to the satisfaction of the Township's Chief Building Official.
6. The Owner acknowledges and agrees that tree removal between the road and future buildings shall be kept to an absolute minimum and that development and site disturbance on each severed lot shall be limited to a maximum of 0.2 hectares (0.5 acres). Further, the Owner agrees that all undeveloped portions of the severed lots shall remain in a natural state in order to minimize impacts on forest habitat.
7. The Owner agrees that any raw soil that is exposed during the construction period shall be re-seeded to a grass and clover mixture as soon as possible.
8. Development for the purpose of this Agreement shall be defined as
  - a) the construction, erection or placing of a building or structure of any kind;

- b) any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure or increasing the number of dwelling units in the building or structure;
- c) site grading; or
- d) the temporary or permanent placing, dumping or removal of any material originating on the site or elsewhere.

9. The Owner acknowledges that the subject lands are characterized by a high water table and areas of standing water and 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.

10. All costs necessary to fulfill any condition of this Agreement, and all costs incurred by the Township in connection with the preparation, execution and registration of this Agreement shall be paid by the Owner.

11. If the Owner fails or refuses for any reason to comply with any requirement of this Agreement, the Owner shall be in default and the Township may on seven (7) days notice require the Owner to remedy the default, failing which the Township may, without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes as required in accordance with the provisions of Section 446 of the Municipal Act, S.O. 2001 c. 25 as amended.

12. The Owner hereby authorizes the Township to register this Agreement against the title of the subject lands.

13. This Agreement shall be registered against the title of the subject lands and shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and the Township shall be entitled to enforce the provisions against the Owner and any or all subsequent owner(s) of the subject lands.

IN WITNESS WHEREOF the parties have executed this Agreement on the 22<sup>nd</sup> Day of April, 2014 A.D.

**SIGNED, SEALED AND DELIVERED**

in the presence of

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)

**THE OWNER:**

\_\_\_\_\_  
Jason Lloyd Clyne

)  
)

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

Per: \_\_\_\_\_  
Aubrey Churchill, Reeve

Per: \_\_\_\_\_  
Cindy Halcrow, Clerk Administrator



**SCHEDULE "A"**

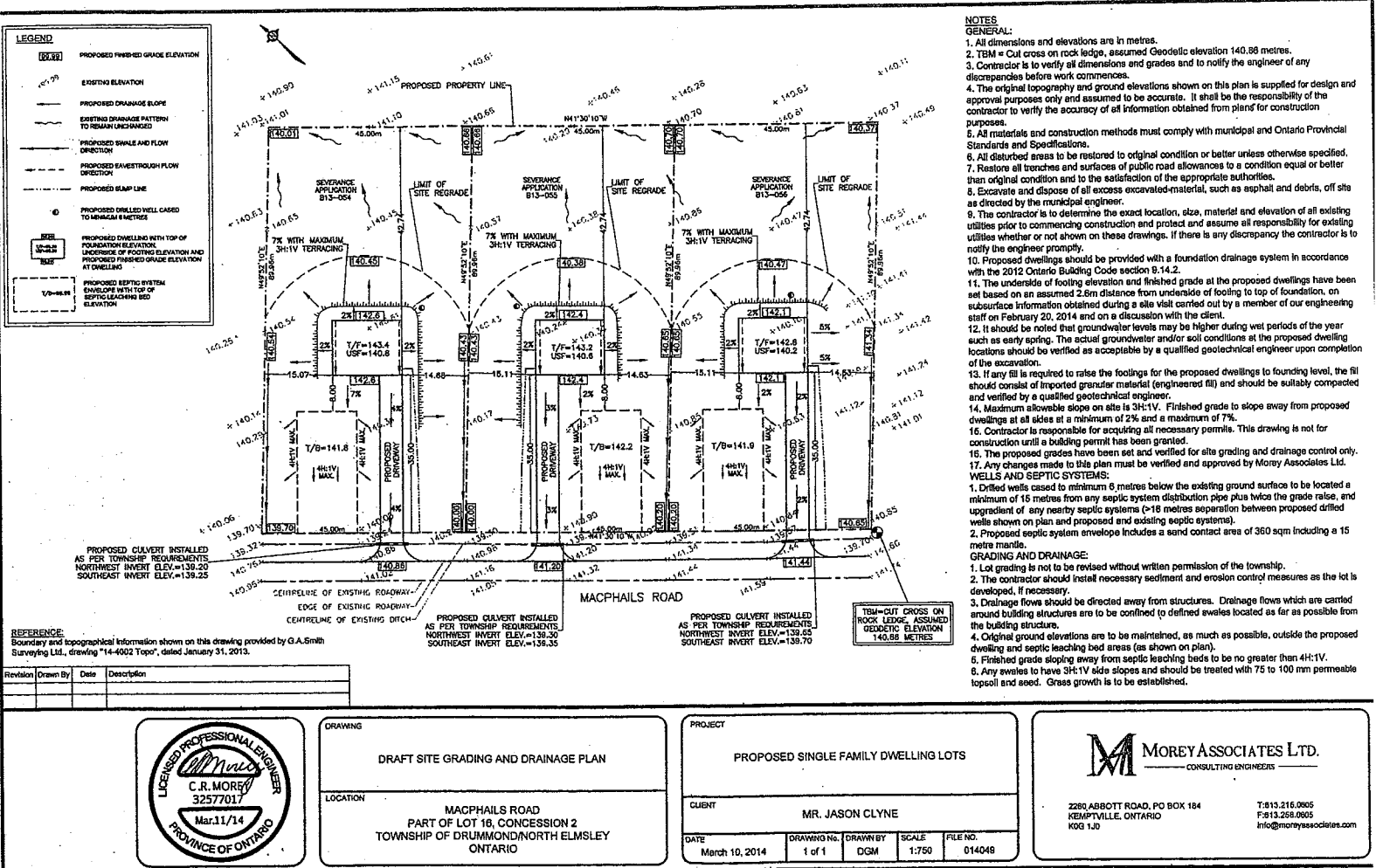
**DESCRIPTION OF LAND TO WHICH THE AGREEMENT APPLIES**

**Severed Lands**

Part of the West half of Lot 16, Concession 2, Geographic Township of Drummond, Township of Drummond/North Elmsley, County of Lanark, designated as Parts 1, 2 and 3 on Plan 27R-10420.

# SCHEDULE "B"

## GRADING AND DRAINAGE PLAN



- NOTES GENERAL:**
- All dimensions and elevations are in metres.
  - TM = Cut cross on rock ledge, assumed geodetic elevation 140.88 metres.
  - Contractor is to verify all dimensions and grades and to notify the engineer of any discrepancies before work commences.
  - The original topography and ground elevations shown on this plan is supplied for design and approval purposes only and assumed to be accurate. It shall be the responsibility of the contractor to verify the accuracy of all information obtained from plans for construction purposes.
  - All materials and construction methods must comply with municipal and Ontario Provincial Standards and Specifications.
  - All disturbed areas to be restored to original condition or better unless otherwise specified.
  - Restore all trenches and surfaces of public road allowances to a condition equal or better than original condition and to the satisfaction of the appropriate authorities.
  - Excavate and dispose of all excess excavated material, such as asphalt and debris, off site as directed by the municipal engineer.
  - The contractor is to determine the exact location, size, material and elevation of all existing utilities prior to commencing construction and protect and assume all responsibility for existing utilities whether or not shown on these drawings. If there is any discrepancy the contractor is to notify the engineer promptly.
  - Proposed dwellings should be provided with a foundation drainage system in accordance with the 2012 Ontario Building Code section 9.14.2.
  - The underside of footing elevation and finished grade at the proposed dwellings have been set based on an assumed 2.8m distance from underside of footing to top of foundation, on subsurface information obtained during a site visit carried out by a member of our engineering staff on February 20, 2014 and on a discussion with the client.
  - It should be noted that groundwater levels may be higher during wet periods of the year such as early spring. The actual groundwater and/or soil conditions at the proposed dwelling locations should be verified as acceptable by a qualified geotechnical engineer upon completion of the excavation.
  - If any fill is required to raise the footings for the proposed dwellings to founding level, the fill should consist of imported granular material (engineered fill) and should be suitably compacted and verified by a qualified geotechnical engineer.
  - Maximum allowable slope on site is 3H:1V. Finished grade to slope away from proposed dwellings at all sides at a minimum of 2% and a maximum of 7%.
  - Contractor is responsible for acquiring all necessary permits. This drawing is not for construction until a building permit has been granted.
  - The proposed grades have been set and verified for site grading and drainage control only.
  - Any changes made to this plan must be verified and approved by Moray Associates Ltd.
- WELLS AND SEPTIC SYSTEMS:**
- Drilled wells cased to minimum 6 metres below the existing ground surface to be located a minimum of 15 metres from any septic system distribution pipe plus twice the grade raise, and upgradient of any nearby septic systems (>18 metres separation between proposed drilled wells shown on plan and proposed and existing septic systems).
  - Proposed septic system envelope includes a sand contact area of 360 sqm including a 15 metre manile.
- GRADING AND DRAINAGE:**
- Lot grading is not to be revised without written permission of the township.
  - The contractor should install necessary sediment and erosion control measures as the lot is developed, if necessary.
  - Drainage flows should be directed away from structures. Drainage flows which are carried around building structures are to be confined to defined swales located as far as possible from the building structures.
  - Original ground elevations are to be maintained, as much as possible, outside the proposed dwelling and septic leaching bed areas (as shown on plan).
  - Finished grade sloping away from septic leaching beds to be no greater than 4H:1V.
  - Any swales to have 3H:1V side slopes and should be treated with 75 to 100 mm permeable topsoil and seed. Grass growth is to be established.

**REFERENCE:**  
Boundary and topographical information shown on this drawing provided by G.A. Smith Surveying Ltd., drawing "14-4002 Topo", dated January 31, 2013.

Revision	Drawn By	Date	Description



**DRAWING**  
DRAFT SITE GRADING AND DRAINAGE PLAN

**LOCATION**  
MACPHAILS ROAD  
PART OF LOT 16, CONCESSION 2  
TOWNSHIP OF DRUMMOND/NORTH ELMSELEY  
ONTARIO

**PROJECT**  
PROPOSED SINGLE FAMILY DWELLING LOTS

**CLIENT**  
MR. JASON CLYNE

**DATE**  
March 10, 2014

**DRAWING No.**  
1 of 1

**DRAWN BY**  
DGM

**SCALE**  
1:750

**FILE NO.**  
014049

**M MOREY ASSOCIATES LTD.**  
CONSULTING ENGINEERS

2260 ABBOTT ROAD, PO BOX 184  
KEMPTVILLE, ONTARIO  
K0G 1J0

T:813.216.0605  
F:813.258.0605  
info@moreyassociates.com

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.